

GOLD FIELDS SUPPLIER ONLINE REGISTRATION TERMS AND CONDITIONS (SA REGION)

B1SA BEE Software Management Solutions (Pty) Ltd (“B1SA”) has been appointed by Gold Fields to facilitate the online supplier registration process for its’ South African region.

By virtue of registering on the Supplier Online Portal, the following terms and conditions are herewith agreed to:

1. *Objective* - The objective of the Supplier Online Portal is to create a database of prospective suppliers (the Supplier) to establish potential sources of supply on a needs-driven basis as well as a repository of existing vendor information. It is not a rating system, but a database for information purposes only. Only after the Supplier has been accepted and approved as a Gold Fields vendor will a vendor number be awarded and the Supplier duly informed and engaged with, where after the vendor will be allowed to participate in procurement events and activities.
2. *Information* - All submissions and subsequent information provided, is done so by an authorised representative of the Supplier organisation , and all information is true, correct and provided in good faith, should any false or fraudulent information be provided, Gold Fields reserves its’ rights to take the necessary action it deems appropriate. Gold Fields reserves the right to confirm that the information submitted in response to this process is current and accurate, and may elect to verify same, which may include credit and criminal checks, with relevant third party organisations and the Supplier herewith consents thereto. Accuracy of the information provided remains the full responsibility of the Supplier in ensuring the information on the database remains current at all times, failure to update information may result in the Supplier information being removed from the Supplier Online Portal database.
3. *Protection of Information* – The Supplier duly acknowledges that the information submitted will be displayed on an internal platform, accessible by authorised Gold Fields employees. Save for verification -, regulatory - or legislative purposes, Gold Fields will not knowingly disclose the information submitted, to any third party without the written consent from the supplier organization, and does not accept any liability for the use of the information outside of Gold Fields.
4. *Protection of Personal Information* - “Personal Information” means personal information (as defined in POPIA- means the Protection of Personal Information Act No 4 of 2013) that the recipient may process, have access to or inadvertently come across directly or indirectly as a result of this Supplier Online Portal, and the recipient shall comply with the information protection principles under POPIA and any equivalent or associated legislation in respect of the processing of Personal Information.
5. *Costs* – Any and all costs associated with the preparation and submission of information for purposes of the Supplier Online Portal, will be borne solely by the Supplier.
6. *Agency* - Even though B1SA BEE Software Management Solutions (Pty) Ltd (“B1SA”) has been appointed by Gold Fields to facilitate the online supplier registration process for its’ South African region, B1SA shall not be deemed to constitute an agent, representative or employee of Gold Fields. B1SA is an independent contractor and shall have the responsibility for and control over the details and means of performing as a service provider to Gold Fields, and Gold Fields accepts no liability for any of B1SA’s actions, errors and/or omissions.
7. *Declaration of Interest and Code of Conduct* - In the event of a supplier having any interest or business dealings with Gold Fields, or any of its subsidiaries, such interest should be disclosed during the registration process. The Supplier hereby further acknowledges that the Supplier will conduct itself in accordance with best practice relating to ethical behaviour at all times, and acknowledges that failure to do so will result in immediate de-registration. In accordance with the policies of Gold Fields, all qualifying supplier shall be entitled to receive equal opportunities to secure business being handled by Gold Fields and any undue influencing, or offering or receiving of gifts, entertainment, payment, loans or any other favours for the purpose of being placed on the Gold Fields’ vendors list or obtaining a requirement and/or a contract or favourable treatment under a contract, is prohibited. See Gold Fields Code of Conduct, available at www.goldfields.com/code-of-conduct.php .
8. *Communication and Marketing* – By submission of this information, the Supplier consents to receive relevant procurement related communication from time to time, as deemed appropriate by Gold Fields.

9. *Obligation* – Gold Fields is not bound to procure any goods or services from the Supplier, nor to accept the Supplier application resulting from this Online Supplier Portal process. Gold Fields reserves its rights to accept the registration, in whole, or in part, or to cancel same for whatsoever reason, or retain the information for a future related requirement. Gold Fields reserves the right to negotiate with the prospective Supplier, prior to award of any vendor number or contract.
10. *Pre-Ordering* – Gold Fields will not accept any financial liability whatsoever in the event that the Supplier commit or execute any work or place any order on their suppliers and / or sub-contractors in anticipation of a successful Online Supplier Portal registration process.

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