

The vendor agrees that it will comply with all applicable national and local laws, ordinances, regulations and codes in the performance of its obligations, including the procurement of permits and certificates where required. The vendor further agrees to hold harmless and indemnify Kimberly-Clark and its subsidiaries or affiliates against any loss or damage including reasonable solicitor's fees that may be gained by reason of the failure of the vendors or its employee(s) or subcontractors to comply with such laws, ordinances, regulations and codes.

The vendor acknowledges and agrees that all tangible and intangible information revealed, obtained or developed in the course of and in connection with the performance of this Agreement is deemed by Kimberly-Clark, to be and shall be considered to be confidential and proprietary information.

The vendor agrees to ensure that any vendors employee or subcontractor permitted access to any portion of the Confidential Information in the course of his or her employment, is advised of the confidential nature of this information; that any such employee or subcontractor assigned to provide services under this Agreement shall be required by the vendor to agree and represent that they will not disclose any such Confidential Information that they may obtain in the course of the performance of their work for the vendors. The vendor agrees to notify Kimberly-Clark in writing of any circumstances of which the vendor has knowledge relating to any possession, use or knowledge of any portion of the Confidential Information by any unauthorized person or entity.

Except as herein provided, the vendor agrees that it will not use Kimberly-Clark, its title or reference, that of its subsidiaries and/or affiliates for any purpose such as advertising, marketing or publicity without prior written consent."

Disclaimer "This RFP does not commit K-C to any specific course of action. The issuance of this RFP does not bind K-C to accept any proposal, in whole or in part, nor does it bind K-C to provide any explanation or reason for its decision to accept or reject any proposal. While cost is a significant component in the vendor selection process, final vendor award will be determined through careful consideration of all qualitative and quantitative responses.

K-C reserves the right to:

- Withdraw or terminate the RFP at any time without obligation.
- Reject any or all proposals or any portion of the proposals, or waive irregularities in the proposals.
- Accept offers other than the lowest price offer.
- Choose a vendor on the basis of the proposals received through the proposal process, without discussions or requests for best and final offers.

Proposals are provided at the vendors' own risk. Vendors assume sole responsibility for any errors in their responses.

Kimberly-Clark will not be legally bound to any vendor(s) until such time as the parties have executed a mutually acceptable and definitive agreement.