Target Wholesale Terms of Purchase

eSOURCING PARTICIPATION AGREEMENT

Last Updated: March 15, 2021

1. Scope of Agreement

1.1 General. This Agreement applies to and is incorporated into all agreements relating to the sale or consignment of merchandise and other assets ("Goods") and/or the work, tasks or projects to be performed ("Services") between Purchaser and Target, including any other agreement, document or communication sent by Target to Purchaser relating to the Goods or Services, any of which could be issued manually, via facsimile, through electronic data interchange or otherwise. Purchaser acknowledges and agrees that entering into this Agreement does not create any obligation for Target to (i) sell any Goods to Purchaser or (ii) consign any Goods with Purchaser.

1.2 Tools, Equipment, Supplies. Purchaser agrees to provide all items, including such things as tools, equipment, labor, supervision and supplies, necessary to perform the Services except for any items that are specifically required to be provided by Target pursuant to a eSourcing event and/or online auction. If Purchaser requests to borrow any item, including tools, equipment or supplies, from Target, Purchaser does so solely at Purchaser's own risk and agrees to inspect such items and to exercise its own independent judgment in determining whether such items are fit, sufficient and safe for Purchaser's intended use. Purchaser must promptly return any borrowed items to Target in the same condition as when borrowed, normal wear and tear excepted. Further, Target makes no warranties or representations with regard to any borrowed items.

2. Resale of Goods. Purchaser may, subject to Purchaser's compliance with all applicable Laws (as defined herein), sell Goods to unrelated third party entities ("subpurchaser"), provided (i) Purchaser has first complied with the obligations set forth in this Agreement and (ii) the subpurchaser has signed a written agreement with Purchaser agreeing to be bound by terms and obligations at least as strict as those listed in this Agreement, including the indemnity obligations and disclaimers inuring to the benefit of Purchaser and Target. Purchaser shall require all subpurchasers to perform their duties and obligations in compliance with the requirements of this Agreement, including the NDA and the provisions relating thereto, and the requirements of any other regulatory agency or governmental body having jurisdiction over such subpurchaser. Purchaser shall produce, upon request by Target, a copy of any subpurchaser contract confirming compliance with this provision.

2.1 No Sales to Target Competitors. Notwithstanding the foregoing, neither Purchaser nor any subpurchaser may sell Goods to a Target Competitor as defined by Target. "Target Competitor" means any of the following: (i) national mass merchandising discount stores and their affiliated Internet sites other than Target (including, by way of example and not limitation, Kmart (or any retail operations resulting from the Sears/Kmart merger), Wal-Mart, ShopKo, and Meijer); (ii) wholesale club stores and their affiliated Internet sites (including, by way of example and not limitation, SAM's Club and Costco); (iii) mid-tier department stores and their affiliated Internet sites (including, by way of example and not limitation, Macy's, JCPenney, Kohl's and Sears (or any retail operations resulting from the Sears/Kmart merger)); (iv) national and regional drugstores and their affiliated Internet sites (including, by way of example and not limitation, CVS, Walgreen's, Osco and Snyders); (v) national and regional grocery stores and their affiliated Internet sites; (vi) national and regional card and stationery stores and their affiliated Internet sites; and (vii) online-only retailers and their affiliated Internet sites (including, by way of example and not limitation, Amazon.com). Target may change the definition of a Target Competitor from time to time.

2.2 Resale of Goods at Retail (to the Public). Any resale of Goods at retail by Purchaser or subpurchaser (or subsequent subpurchaser) must be: (i) in the secondary closeout market, including thrift stores (small market retail), (ii) solely and exclusively in the United States of America ("United States"), (iii) by retailers that are not Target Competitors, and (iv) subject to the terms of this Agreement.

2.3 Marking of Resale Goods. Goods offered for resale must be represented and marked as pre-owned, out-of-stock, closeout, damaged and/or customer returned (as applicable).

2.4 Use of Target Identification. Purchaser shall not use Target's name, trademarks, services marks, logos, any description that would reveal Target's identity or other forms of identification, whether registered or not (the "Target Identification"), in any way, including any advertisements, press releases, announcements, customer lists (including customer lists on any website) or materials of a public or promotional nature or in soliciting other clients. Further, Purchaser shall not make any direct or indirect public reference to this Agreement or any other contract between

Purchaser and Target without first obtaining Target's written permission which may be withheld in Target's sole discretion. In addition, Purchaser agrees that it shall not negatively reference or disparage Target.

2.5 The conditions of the Inventory Products are described in the Listing to the best of Target's ability. Target attempts to be as accurate as possible. However, Target does not warrant that Listings are accurate, complete, reliable, current, or error-free. The quantities of actual Inventory Products in each lot may vary up to 5 percent (5%) less or greater than the number set forth in the Listing and may include up to 5 percent (5%) more damaged items than designated as "Damaged" in the Listing. Accessories such as remote controls, cables and instructions may or may not be included.

3. Removing Target Identification. If Goods are not destroyed, Purchaser must remove all Target Identification. If the Goods consist of items that were offered for sale or intended for sale in Target's retail stores or otherwise to the general public, and the Goods are not destroyed, then prior to reselling such Goods, Purchaser and/or any approved subcontractor shall comply with the Target Merchandise Defacing and Delabeling Procedures ("Target Merchandise Defacing and Delabeling Procedures"). Purchaser is solely responsible for ensuring that the Goods and their packaging and labeling comply with all applicable packaging, labeling and other Laws (notwithstanding the removal of all Target Identification from them), and Purchaser acknowledges that the Goods might not comply with any such Laws upon receipt by Purchaser or after removal of the Target Identification.

4. Target Data. "Target Data" means (i) any data gathered by or on behalf of Target; (ii) any data installed or added to the Goods by Target, a consumer, or a third party that used the Goods; and (ii) any and all compilations, reports, extractions or copies of such data created by Purchaser under this Agreement. Target Data is the sole property of Target and subject to the terms of any NDA between Target and Purchaser. Purchaser acknowledges and agrees that it has only a limited right to collect, store and manipulate the Target Data as requested by Target pursuant to this Agreement. Purchaser agrees to provide the Target Data to Target when requested by Target in the form and format as requested by Target.

5. Consumer Data. "Consumer Data" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual.

6. Removal of Target Data and Consumer Data. If the Goods have the capacity to store Target Data or Consumer Data, then before they can be reused, resold, or otherwise repurposed, Purchaser must wipe, erase or otherwise remove Target Data and Consumer Data from the Goods. If such Goods will be destroyed, it must be done in a way that any Target Data and Consumer Data will be destroyed or otherwise made unreadable, unusable and undecipherable. Purchaser will comply with Target's requirements regarding the removal of Target Data and Consumer Data. Upon request, Purchaser will attest to the method used and proper completion of wiping Target Data and Consumer Data from the Goods.

7. Purchaser Compliance. Notwithstanding who resells or uses the Goods, Purchaser shall remain primarily liable to Target for compliance with (i) Purchaser's obligation to remove Target Identification from the Goods, (ii) Target Merchandise Defacing and Delabeling Procedures, and (iii) other Target resale or disposal procedures as applicable. Purchaser agrees that the Goods shall not be returned to any retail store or other location that is owned or operated by Target or its affiliates for a refund, credit, exchange or otherwise.

8. Transportation of Goods. Each eSourcing event and/or online auction shall specify which party is responsible for arranging and executing the transportation of Goods and, with respect to Goods that will be shipped, the shipping terms. The shipping terms have the meaning ascribed to them in the Incoterms.

9. Disposal of Goods. If Target directs Purchaser to dispose of all or any portion of the Goods, Purchaser represents and warrants that such disposal shall be completed in compliance with (i) all Laws, including all environmental laws, (ii) industry standards, and (iii) any additional instructions provided by Target.

10. Representation about Goods. Purchaser, including its employees, representatives, subpurchasers and any subcontractor, is not authorized to make any statement as to the quality, merchantability, fitness, conformance or condition of the Goods being offered for sale, other than as described in this Agreement. Purchaser acknowledges that any such statement made will not be binding on Target, and Purchaser agrees to indemnify and hold Target or its affiliates harmless for any such statements.

11. Invoicing. Upon the award of sale, Target will provide the Purchaser with details of payment requirements.

12. Payment Terms. Payment is required to be wired to Target within 2 (two) business days of the awarded sale. Goods will not be released to Purchaser until payment has been received by Target.

13. Removal and Shipment of Inventory Products. You shall arrange to remove all Inventory Products from the Inventory Location within two (2) business days of receiving notice from CH Robinson or the facility you are buying from if it that the Inventory Products are ready for pick-up. Storage fees may apply to orders if the shipping is delayed due to the buyers receiving schedule, as follows: (i) a storage charge of $10 per pallet per each of the days Target held the Inventory Products for you after you registered a Completed Purchase and (ii) a restocking fee of twenty percent (20%) of the

Purchase Price. If you fail to remove such Inventory Products within this time, Target, in its sole discretion, may choose to keep such Inventory Products, list such Inventory Products for auction on the Site and consider your goods abandoned.

14. Storage Fees. If Purchaser fails to pick-up the Goods within 120 hours or 5 days from the award of the sale, Target will assess a $10.00 per pallet storage fee per day, for up to an additional 5 days.

15. Auction Reinstatement Fee. If Purchaser fails to pay Target within 2 (two) business days from award of the sale or Purchaser fails to pick up the Goods within ten days from the award of sale, Purchaser will be removed from the online auction site and charged a reinstatement fee. Target requires a reinstatement fee to be sent via wire to B-Stock for the Target Marketplace prior to entrance to bid on any future online auction. The reinstatement fee structure is as follows:1st Offense: $0-$500.00: $100 fee1st Offense: $500.00+: 20% fee (Final Price)2nd Offense: Permanently denied from MP

16. Compliance with Laws. Purchaser shall comply with all laws (including common and civil laws), ordinances, codes, rules and regulations (collectively, "Laws") regarding Purchaser's obligations and performance under this Agreement. Purchaser shall comply with all Laws pertaining to Goods and Services, as applicable, including those applicable to the liquidation, sale, resale, handling, recall, storage, disposal or recycling of the Goods and shall be solely responsible for all expenses, if any, including any taxes and fees imposed on the sales transaction, related to the purchase and disposition of the Goods. Purchaser shall obtain and maintain any and all permits, licenses, bonds, certificates, and other similar approvals required in connection with this Agreement.

17. Target Warranties. Target has the right to sell the Goods; provided, however, that with regard to any Goods that include embedded software or consist, in whole or in part, of other computer software, Target makes no representation or warranty as to Target's right to sell or Purchaser's right to use the embedded software or other computer software. Target is consigning and/or selling the Goods "AS IS", "WHERE IS", WITH ALL FAULTS, WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY AS TO THE NON-INFRINGEMENT OR THE KIND, SIZE, WEIGHT, QUALITY, CHARACTER, FUNCTIONALITY, DESCRIPTION, DURABILITY, CONFORMITY WITH ANY SPECIFICATIONS OR CONDITION OF THE GOODS, THE PACKAGING OR LABELING OF THE GOODS, THE MERCHANTABILITY OF THE GOODS OR THEIR FITNESS FOR ANY PARTICULAR, SPECIAL OR INTENTED PURPOSE. Without limiting the foregoing, the condition and use of the Goods shall be at the sole risk of Purchaser. Target is not responsible for any damages to any person or property as a result of the possible deficiencies or failures of the Goods.

18. Purchaser Representations and Warranties. Purchaser represents and warrants that (i) Purchaser has the authority to enter into and fulfill all of its obligations under this Agreement; (ii) Purchaser may and shall perform its obligations under this Agreement without breaching or interfering with any other agreement, contract, obligation or understanding; (iii) all of Purchaser's obligations under this Agreement shall be performed by Purchaser through its employees and not by subcontractors or consultants to Purchaser, except as otherwise allowed in this Agreement; (iv) in advance of Purchaser reselling Goods to a subpurchaser, the subpurchaser shall have signed a contract pursuant to which subpurchaser has agreed to be bound by terms and obligations at least as strict as those listed in this Agreement, including the indemnity obligations and disclaimers inuring to the benefit of Target; and (v) Purchaser's performance under this Agreement shall (a) be provided in a professional and workman-like manner, (b) be performed by properly trained and competent personnel who hold current licenses or certifications, if required to be so licensed or certified by applicable Law or industry standards, and (c) meet or exceed all applicable industry standards. In addition, Purchaser shall perform all of its obligations under this Agreement in such a manner that does not unreasonably interfere with Target's business operations. Purchaser's employees shall be under the control of a supervisor who is responsible to ensure that Purchaser's employees perform all duties in accordance with this Agreement. The warranties and guarantees of Purchaser are in addition to all other express, implied or collateral warranties and conditions and shall run to the benefit of and shall create direct rights of enforcement and remedy in favor of Target.

19. Indemnification

19.1 Indemnification and Defense of Target. Purchaser shall defend, indemnify and hold harmless Target, its affiliates, and their respective directors, officers, shareholders, employees, contractors and agents (collectively, the "Target Parties") from and against any liabilities, losses, investigations or inquiries, claims, suits, damages, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) (each, a "Claim") arising out of or otherwise relating to the subject matter of this Agreement, Purchaser's performance or failure to perform as required by this Agreement, Purchaser's acts or omissions, or any of Purchaser's representations or warranties contained in this Agreement.

19.2 Withhold Amounts. If any Claims are made against any of the Target Parties for which Purchaser is obligated to indemnify Target as stated above, or if Target reasonably believes that such Claims may be made, Target may withhold from the amount otherwise due or to become due to Purchaser under this Agreement such amount as Target

reasonably determines may be necessary to cover such Claims and to cover any costs which Target reasonably anticipates may be incurred in connection with defending against such Claims. The foregoing right to withhold payment is not Target's exclusive remedy and is in addition to any other remedies which Target may have under this Agreement, at law or in equity.

20. Non-Exclusive. Target does not agree to use Purchaser exclusively. Purchaser is free to contract with others during the term of this Agreement as long as such other work does not negatively impact Purchaser's ability to perform its obligations as contemplated by this Agreement.

21. Independent Contractors. Purchaser and Target are independent contractors. Nothing in this Agreement creates a relationship of agent and principal, partners, joint venturers, or employer-employee between Target and Purchaser (or any of Purchaser's employees or agents). No act or obligation of either party will in any way bind the other. Purchaser has no right to purchase goods or services in the name of Target. Any expenses incurred by Purchaser in performance of this Agreement shall be reimbursed by Target only if the expenditure was approved in advance by Target. As an independent contractor, Target is interested only in the results of Purchaser's performance and not the specific method or manner of performance. Therefore, while Purchaser agrees to perform the Services in accordance with and to Target's standards and specifications, Purchaser retains sole and exclusive control over the method and manner in which the Services are performed. All Services performed pursuant to this Agreement are subject to Target's right of inspection and must meet with Target's approval.

22. Purchaser Workers

22.1 Purchaser Workers. Workers employed or utilized by Purchaser to provide Services are not common law employees of Target. Purchaser is solely responsible for compensating such workers and for complying with all Laws relating to the workers. Such workers are not eligible to participate in any Target benefits, whether offered pursuant to a plan or otherwise, including welfare or pension benefits, retirement or incentives.

22.2 Hiring and Control of Workers. Purchaser is solely responsible for the hiring, termination, direction, control and conduct of its workers, and for ensuring that its workers are eligible and qualified to perform under this Agreement. Purchaser represents that it has in place a process for interviewing and screening prospective workers that is consistent with this Agreement, industry standards and applicable Laws, including immigration and, when required, Target security requirements. Purchaser shall conduct background checks on all current or prospective workers according to Target's background check guidelines.

22.3 On Target Premises. To the extent that any employee, agent, or subcontractor of Purchaser is on Target's premises in connection with this Agreement, Purchaser agrees that it will comply with all of Target's rules, regulations and policies. Purchaser agrees that any property brought onto Target's premises by a Purchaser employee, agent or subcontractor shall be at Purchaser's sole risk and Target shall not be responsible for any loss or damage resulting to such property except to the extent that such loss or damage is caused solely by the gross negligence or willful misconduct of Target.

23. Electronic Transactions. Purchaser agrees to facilitate transactions with Target by electronically transmitting and receiving data through the electronic commerce platform designated by Target, which may be operated by a third party. Specific requirements for doing business with Target via electronic means will be communicated to Purchaser by Target from time to time during the term of this Agreement. Each of Target and Purchaser is responsible for its own relationship with the electronic commerce platform provider, including any and all costs of doing business through the electronic commerce platform. In addition, each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive information through the electronic commerce platform. Purchaser acknowledges that failure to comply with this subsection may result in loss of business or termination of this Agreement.

24. Governing Law and Venue. The laws of the State of Minnesota, without regard to Minnesota's choice-of-law principles, govern all matters arising out of or related to this Agreement. The exclusive forum and venue for any legal action arising out of or related to this Agreement shall be the United States District Court for the District of Minnesota, and the parties submit to the personal jurisdiction of that court. If neither subject matter nor diversity jurisdiction exists in the United States District Court for the District of Minnesota, then the exclusive forum and venue for any such action shall be the courts of the State of Minnesota located in Hennepin County, and the parties submit to the personal jurisdiction of that court.

25. Notice. Except as otherwise provided in this Agreement, each party giving any notice required under this Agreement shall be in writing and shall use one of the following methods of delivery: (i) US-recognized overnight courier, with such notice effective at the time delivery is shown in the courier's records; (ii) postage prepaid by US registered or certified mail, return receipt requested, with such notice effective upon receipt or upon the date that delivery is attempted and refused; or (iii) delivered personally, with such notice effective upon delivery. In addition, Target may provide notice to Purchaser under

this Agreement by email with such notice effective one (1) business day after sending (unless the sender receives an automatically-generated notice that such message was undeliverable). Either party may designate another notice address in a notice given pursuant to this Section. The proper notice address for Target is: Target Corporation, 30 South Sixth Street, Mailstop CC-2575, Minneapolis, MN 55402.

26. Offset Rights. Target shall have the right to offset against any fees owed Purchaser any amounts owed by Purchaser to Target.

27. Amendments. The parties may not amend this Agreement except in a writing that each party signs. The terms of such an amendment shall apply as of the effective date of the amendment, unless the amendment specifies otherwise.

28. No Waiver. No provision of this Agreement shall be waived except pursuant to a writing executed by the party against whom the waiver is sought. No waiver will be applicable other than in the specific instance in which it is given. No failure to exercise, partial exercise of, or delay in exercising any right or remedy or failure to require the satisfaction of any condition under this Agreement shall operate as a waiver or estoppel of any right, remedy or condition.

29. Construction. This Agreement will be construed as if drafted by both parties and will not be strictly construed against either party as a result of drafting.

30. Entire Agreement. This Agreement, including all exhibits, schedules, and other documents specifically referenced in this Agreement, constitutes the parties' entire agreement with regard to the subject matter of this Agreement. All prior and contemporaneous negotiations and agreements, whether oral or written, between the parties with regard to the subject matter of this Agreement are expressly superseded by this Agreement.

31. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

32. Survival. All warranties and indemnities survive the termination or expiration of this Agreement. In addition, every other provision that by its terms is intended to survive termination or expiration of this Agreement will do so.

33. Export Compliance. Purchaser shall not export any Goods without first securing Target's prior written consent. In the event Purchaser or any Purchaser representative, or Purchaser exports any Goods in whole or in part, then the following provisions apply:

33.1 Authorizations. Purchaser warrants that, prior to exporting any Goods, Purchaser shall obtain all necessary export authorizations, licenses, and approvals for the export or deemed export of any Goods from the United States, including without limitation any exports or deemed exports of software, encrypted technology, equipment, or service and also for the re-export of such Goods from countries outside the United States. Purchaser shall be responsible for any applicable reporting requirements under all applicable laws (U.S. law or any applicable laws from foreign jurisdictions) for anything that it exports or re-exports. Notwithstanding the foregoing, should Target, in its sole discretion, deem it necessary or appropriate to obtain an export license or other authorization or approval in connection with this Agreement, Purchaser shall provide to Target any technical assistance and information necessary for Target to obtain such license, authorization or approval from the appropriate government entity or agency.

33.2 Compliance. Purchaser warrants that it is currently in compliance with and agrees to comply with all U.S. export control laws, sanctions laws, and regulations, specifically including, without limitation, the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et. seq.; the Export Administration Act, 50 U.S.C. App. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; and the regulations promulgated by the U.S. Department of the Treasury, Office of Foreign Products Control ("OFAC"), implementing U.S. sanctions programs, 31 C.F.R. Parts 500-598.

33.3 Restrictions on Sale of Goods. Purchaser shall not sell, nor allow the sale of, Goods to (i) any party located in any country then appearing on ITAR's Prohibited Countries list, (ii) any individual then appearing upon the Denied Persons List as maintained by the U.S. Department of Commerce, or (iii) any party, individual or entity located in any international jurisdictions, which Target expressly prohibits, as Target may elect to do from time to time in its sole discretion.

34. Anti-Bribery. Purchaser agrees to comply with all United States export control and economic sanction laws, the United States Foreign Corrupt Practices Act ("FCPA") and all other applicable anti-bribery laws. Purchaser represents, warrants, conditions and agrees that neither Purchaser nor anyone acting on Purchaser's behalf has committed or will commit any act in connection with activities undertaken for Target or its affiliates that would result in a violation of the FCPA or any other anti-bribery law. Furthermore, in connection with activities undertaken for Target or its affiliates, Purchaser and anyone acting on Purchaser's behalf shall not, directly or indirectly, give, offer to give, or authorize the giving of any money or anything else of value to any person for the purpose of obtaining, retaining, or directing business by (i) improperly influencing any act or decision, (ii) improperly inducing the recipient to act or refrain from acting in violation of a legal duty,

(iii) securing any other improper advantage, or (iv) expediting or securing the performance of any routine governmental action. Purchaser shall immediately notify Target of any actual or suspected breach of this section.

35. Counterparts. This Agreement may be executed by the parties in counterparts which together constitute one and the same agreement. Notwithstanding any provision to the contrary, this Agreement shall be considered delivered upon receipt by the applicable party of a signed electronic copy; provided, however, that the parties each agree to immediately follow such delivery with a delivery of the signed originals of this Agreement at the request of the other party.

36. Definition of Confidential Information. "Confidential Information" means all information relating to or used in Target's business even if it is not marked "confidential". Confidential Information includes, but is not limited to, all business processes and procedures, systems, methods of doing business, data, reports, specifications, formulae, proposals, strategies, business plans and analyses, financial information and projections, personnel information, information about merchandising, information about past, present or potential customers, information about past, present or potential vendors, information about existing or future technology, future stores, and proprietary or third-party software. Unless information is about past, present or potential customers or employees of Target, the term "Confidential Information" does not include information that: (a) is or becomes known to the public through no fault of Purchaser; (b) Purchaser rightfully possessed before receiving it from or on behalf of Target; (c) is subsequently disclosed to Purchaser by a third party who is not under an obligation of confidentiality; or (d) Purchaser develops independently without using Confidential Information.

37. Non-Disclosure Obligation. Purchaser will not disclose Confidential Information except:

37.1 to its officers, directors and employees: (a) whose duties justify their need to know such Confidential Information, and (b) who have been clearly informed by Purchaser of their obligation to maintain its confidentiality;

37.2 to its contractors or agents: (a) whose duties justify their need to know such Confidential Information, (b) who have been clearly informed by Purchaser of their obligation to maintain its confidentiality, and (c) who are bound by obligations at least as restrictive as those described in this Agreement;

37.3 to the extent required by applicable federal, state, or local law, regulation, court order or other legal process; provided Purchaser has given Target prompt written notice of such required disclosure and, to the extent reasonably possible, has given Target an opportunity to contest such required disclosure at Target's expense; or

37.4 as otherwise permitted by Target in writing.

38. Permitted Use of Confidential Information. Purchaser may use the Confidential Information, or any information that it develops based on the Confidential Information, only for the purpose for which it was disclosed.

39. Protection of Confidential Information. Purchaser represents and warrants that it has taken appropriate measures to protect the security, confidentiality, and integrity of Confidential Information. Purchaser will use the same care to prevent the unauthorized use or disclosure of Confidential Information as Purchaser uses with respect to its own confidential information of a similar nature, but no less than the care a reasonable business person would use under similar circumstances. Target shall have the right to review Purchaser's operations and procedures to ensure compliance with this Agreement. Purchaser shall notify Target immediately, and shall cooperate fully with Target, in the event of any unauthorized access, use or disclosure of Confidential Information. Notice to Target regarding such an incident shall be sent by e-mail to . Purchaser shall indemnify and defend Target for damages and expenses resulting from any unauthorized access to, use or disclosure of Confidential Information.

40. Return or Destruction of Confidential Information. Upon Target's request, Purchaser shall cease using and promptly return to Target or arrange for the destruction of all copies (whether hard, electronic or otherwise) of any Confidential Information then in Purchaser's possession or under Purchaser's control. If Purchaser returns Confidential Information, it shall be in a time, manner and format reasonably requested by Target. If Purchaser destroys Confidential Information, Purchaser agrees to dispose of the Confidential Information in such a manner that the information cannot be read or reconstructed after destruction. Upon Target's request, Purchaser shall certify in writing that Purchaser has complied with the obligations set forth in this section. Target may make these requests using methods other than those outlined in section 9.

41. Ownership of Confidential Information. Target retains all right, title and interest in and to Confidential Information. Neither this Agreement nor any disclosure of Confidential Information shall be deemed to grant Purchaser any license or other intellectual property right.

42. Disclaimers. Purchaser agrees that Confidential Information is disclosed on an "AS IS" basis, without warranties of any kind. Target does not represent or warrant that Confidential Information is accurate, complete or current. The disclosure of Confidential Information containing business plans is for planning purposes only. Target may change or cancel its plans at any time at its sole discretion. Purchaser agrees that disclosure of Confidential Information does not obligate either party to enter into any type of business relationship.

43. Injunctive Relief. Purchaser acknowledges that the unauthorized use or disclosure by Purchaser of Confidential Information would likely cause immediate and irreparable harm that could not be fully remedied by monetary damages. Purchaser therefore agrees that Target may specifically enforce this Agreement and may seek injunctive or other equitable relief to prevent unauthorized use or disclosure without the necessity of proving actual harm.

44. Purchaser has been identified as a possible participant in at least one eSourcing event that will be conducted by Target or by a Target designee (the "Designee"), as applicable and as identified in the communication provided by Target or Designee for the eSourcing event. If Purchaser is invited to participate in an eSourcing event, Purchaser will receive an email invite to review information on this website. This website contains information about the product, service, program or activity that is the subject of the eSourcing event (the "Program") and other applicable business requirements. Each eSourcing event contains a request to state Purchasers price and/or other terms for the Program, in each case as described in the eSourcing event.

45. In order to participate in an eSourcing event, Purchaser must agree to the terms and conditions contained in this Agreement. Please review this Agreement carefully and indicate whether you accept or reject these terms and conditions by following the directions for accepting or rejecting this Agreement as provided on the website through which you are accessing this Agreement. If you accept this Agreement, then Purchaser also agrees that such acceptance is in consideration of the possibility of its participation in the eSourcing event conducted by Target or a Designee, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged. If Purchaser rejects this Agreement, Purchaser will not be allowed to participate in the eSourcing event. Purchaser's participation in any eSourcing event shall automatically constitute continued acceptance of this Agreement for that eSourcing event with either Target or, alternatively, with the Designee if that eSourcing event is being conducted by a Designee as described in paragraph 46 below. If you do not agree to be bound by this Agreement with regard to an eSourcing event, do not participate in that eSourcing event and immediately contact the Target Representative or Designee Representative identified in the eSourcing event.

46. Unless otherwise expressly set out in this Agreement, to the extent that any requirement stated in an eSourcing event directly conflicts with any term or condition of this Agreement, the eSourcing event will govern.

47. Target or a Designee, as applicable, conducts a variety of eSourcing events designed to source Programs online. If the eSourcing event is conducted by a Designee, Purchaser acknowledge and agree that the Designee and not Target is conducting the eSourcing event using Designee's website and online processes and that this Agreement, in relation to that eSourcing event, is solely between Purchaser and the Designee. Further, Purchaser acknowledges and agrees that in the event the Designee uses Target's website and online processes, Target has no responsibility or liability whatsoever for any activities related to the eSourcing event conducted by a Designee and that Purchaser will not pursue any claim or cause of action or other remedy whatsoever against Target or its affiliates relating to or arising out of the eSourcing event. Accordingly, if the eSourcing event is conducted by a Designee, Purchaser agrees that the provisions of this Agreement that reference Target shall be read to reference the Designee instead and create enforceable rights and obligations for the Designee in connection with the eSourcing event.

48. In utilizing the eSourcing format, the intent is to select a participant or a limited number of participants with whom Target or the Designee, as applicable, and as identified in the eSourcing event (the "Program Entity"), may then contract with regard to the Program as described in section 9 below. The overall objective is to reduce the cost of purchased goods and/or services without compromising stringent service, quality and compliance requirements.

49. At the conclusion of an eSourcing event, the information provided by Purchaser and other participants during the eSourcing process will be evaluated. Any bids or other information that Purchaser submits during the eSourcing event will be binding on Purchaser for such period after submission as set out in the eSourcing event or, if no such period is set out in the eSourcing event, then for a period of ninety (90) days after the eSourcing event.

50. If Purchaser is a successful participant and is unable to honor its bid, Target will not renegotiate and Purchaser may be disqualified from future eSourcing events. In addition, Target may pursue available legal remedies against Purchaser.

51. Purchaser agrees that, upon notification of acceptance of its bid in the eSourcing event by Target or the Designee, as applicable, Purchaser will be legally bound to the Program Entity in accordance with this Agreement and the eSourcing event (the "Purchase Terms") if the Purchase Terms have been so identified.

52. eSourcing Activities are Conducted with Reserve and with Rights and Privileges Reserved. This Agreement does not commit Target or the Designee to any specific course of action. The acceptance of this Agreement or any subsequent document regarding an eSourcing event does not bind Target or the Designee to accept any bid or other term stated during the eSourcing event, in whole or in part, nor does it bind Target or the Designee to provide any explanation or reason for its decision to accept or reject any bid or other term. If Target or the Designee does conduct an eSourcing event for a specific Program, any and all eSourcing activities are conducted with reserve and are conducted reserving Target and its Designee,

as applicable, rights and privileges set out in this Agreement and the eSourcing event. By way of illustration only, and not intending to limit the foregoing, Target or the Designee, as applicable, reserves the right to:

53 interrupt, stop, discontinue or cancel an eSourcing event at any stage without obligation, including without limitation decide not to award business;

54 discontinue or cancel an eSourcing event at any stage and issue a new eSourcing or other procurement for the same or similar deliverables to the same or different group of participants;

55 alter any dates and deadlines at any time during the eSourcing event;

56 establish a budget, minimum, reserve, maximum, or other price that is not disclosed to the participants, and accept or reject any or all bids upon the basis of such price;

57 reject any or all bids or other terms submitted during any eSourcing event;

58 accept offers other than the highest price offer;

59 assess, evaluate, and/or rank a participant's bid on the basis of:

60 information provided by references;

61 the information provided by a participant pursuant to Target or the Designee exercising its clarification rights under this process;

62 any past relationship or experience between Target or the Designee or any of their respective affiliates, and the participant; or other relevant information that arises during this process or any eSourcing event;

63 invite any, all or none of the participants to interview prior to awarding any business;

64 award business on the basis of a bid or other terms submitted during an eSourcing event, with or without discussions or requests for best and final offers;

65 waive requirements, irregularities, or formalities in the process or bids received and accept bids which substantially comply with the requirements of this process;

66 request written clarification, or the submission of supplementary written information in relation to the clarification request, of information received from one, some or all participants and incorporate the response into the participant(s) submission(s) and adjust the evaluation of the submission(s) accordingly;

67 verify with any participant or a third party any information set out in a submission;

68 check references other than those provided by any participant;

69 disqualify any participant or the submission or the bid of any such party who has engaged in conduct prohibited by this Agreement or the eSourcing event;

70 make changes, including substantial changes, to the eSourcing event;

71 if only one bid is received, reject such bid and cancel the eSourcing event process or enter into direct negotiations with the party who submitted such bid;

72 award business to more than one participant;

73 make public the names of any participants;

74 disqualify any participant whose bid contains misrepresentations or any other inaccurate or misleading information;

75 accept any bid in whole or in part, and these reserved rights and privileges are in addition to any other express rights or any other rights of Target or the Designee, as applicable, which may be implied in the circumstances.

76. All communications, contacts and questions with regard to a specific eSourcing event must only be directed to the Target Representative or the Designee Representative, as applicable, named in the eSourcing event. Discussions regarding a specific eSourcing event with any other party (including those within or associated with, Target or the Designee) may result in Purchasers disqualification from this process. Target or the Designee may in its discretion help clarify any items regarding this Agreement or specific eSourcing event. It is Purchasers responsibility to seek this clarification. Please direct all questions by e-mail to the Target Representative or Designee Representative identified in the eSourcing event. Please include a contact name, phone number and an e-mail address. At Target's or the Designee's discretion, substantive questions from participants and the corresponding responses may be shared with all participants.

77. Purchaser is obligated to have an appropriate, fully functioning Operating System and Internet Browser that are compatible with the website on which the eSourcing event is conducted and Purchaser accepts the risk of any malfunction or failure of its computer hardware, software, internet connection, Operating System or Internet Browser that may occur during an eSourcing event.

78. Purchaser agrees not to tamper in any way with the software or functionality of the online site used to conduct an eSourcing event. Purchaser also agree not to place or allow any viruses, time bombs, Trojan horses, worms, cancelbots or other computer programming that may damage, interfere with, or intercept any system data or information on the website or other Target system or software.

79. In the event that an eSourcing event is interrupted, stopped or otherwise canceled due to a failure or malfunction of Target's or Designee's computer system, software program, electrical system or other causes, Purchaser agrees that Target or the Designee, as applicable, will not be responsible or liable in any way for any claims, costs, expenses, losses or other damages that may arise out of or relate to such occurrence. Bids and information submitted for an eSourcing event shall only be considered received upon your receipt of an acknowledgement from Target or the Designee, as applicable.

80. Participant Responsibilities:

80.1 Bidding and Submitting Information: Purchaser will bid or submit information during an event at its own risk. If the individual submitting the information for Purchaser makes an error in the bid or other term, Purchaser assumes sole responsibility for the error. By allowing an individual to use Purchaser's password or other approved access to an eSourcing event, Purchaser is irrevocably authorizing that individual to act on behalf of Purchaser. All information submitted during an eSourcing event is binding on Purchaser until the Program Entity completes all purchases in fulfillment of the Program described in the eSourcing event. Target or the Designee, as applicable, reserves the right to dismiss a participant who is not actively bidding in an eSourcing event during the original eSourcing event time.

80.2 Participant Contact: Purchaser is required to provide a single point of contact that is responsible for the decision-making process for the entire business described in the Program. Purchaser represents and warrants that any individual participating in an eSourcing event has the authority to act on Purchaser's behalf. Any notice provided to Purchaser at the e-mail address used by Target or the Designee to send an e-mail inviting Purchaser to this website constitutes notice and is deemed received when sent in that manner.

80.3 Participant Commitments: The Program Entity will not be legally bound to any participant under any Purchase Terms, if any have been identified in the Agreement or the eSourcing event, until the Program Entity has signed such Purchase Terms with such participant.

80.4 Inspection: You shall have five (5) business days from the date of delivery of Inventory Products to inspect the shipment for any discrepancies in the quantity/quality delivered and report such discrepancy to Target in writing. Buyer must provide a detailed manifest, identifying each item that is missing or damaged, and, if damaged, the exact nature of such damage, as well as any supporting images or other documentation. Target reserves the right to conduct an additional inspection at its own expense. If Target, acting reasonably and in good faith, agrees that an under delivery and/or damage has occurred greater than 5%, based on the listed retail value of the auction, Target will reimburse you in an amount equal to the approved discrepancy. By way of example, if Buyer wins an auction and pays a winning bid of $1,000, and the shipment is missing an item that is 10% of the value of the auction, Target will issue Buyer a reimbursement in the amount of $100 (i.e., 10% of the winning bid amount of the auction). Such reimbursement may be in the form of an offset against any amount you may owe to Target or a credit to your B-Stock account. Following the five (5) business day inspection period, you shall no longer have the right to claim any reimbursement for under-delivery/damage.

81. General Disclaimer: Notwithstanding anything in this Agreement, or the eSourcing event to the contrary, none of Target Corporation, the Designee, nor their respective affiliates, employees, agents, consultants or advisors, shall be liable for any claims, costs, expenses, losses or damages or for any lost profits or revenue, or any legal or equitable remedy, in connection with this Agreement including, without limitation, arising from: an eSourcing event; Target Corporation's, or the Designee's conduct or misconduct of the eSourcing event; the Program Entity's selection of participants for a Program; or acting in an unfair manner with respect to the eSourcing event; and even if Target Corporation or the Designee fails to comply with the terms of this Agreement, the eSourcing event or the processes set out therein and even if advised of the possibility of such losses or damages in advance.