

RFP RULES

1. The RFP does not represent any commitment on behalf of Boann Social Impact, nor is it a commitment to purchase. The RFP, any acceptance and any proposal selected will be non-binding and will be subject to further negotiations between the parties. Any oral undertaking will have no legal standing unless confirmed in writing.
2. Boann may choose, in its discretion, not to respond to expressions of interest or any responses to this RFP or any proposal(s) relating to or arising from the RFP.
3. Boann reserves the right to terminate this RFP or dismiss any response at any time.
4. Responses that are not complete may not be considered.
5. Boann reserves the right to:
 - a. reject any, or all the response(s), quotation(s) or proposal(s), for any reason whatsoever
 - b. select all or any part of a quotation for further negotiations, negotiate and/or request re-submission of all or part of a particular response, quotation or proposal from one or more respondents, and to reject or not to consider any re-submission.
6. Boann may select any, all or none of the responses, quotations or proposals submitted, in the sole discretion of Boann. Boann shall not be obliged or bound to accept or reject any response, quotation or proposal that is:
 - a. compliant or not compliant with selection criteria
 - b. the lowest priced, even for identical items
 - c. received later than the indicated response deadlines
7. Boann shall not be obligated to explain its final selection of respondent(s) or disclose anything about the responses, quotations or proposals received or selected.
8. Any request for date extensions must be obtained in writing. Boann will evaluate the request and, if an extension is granted, notify the requesting respondent. Boann is not obligated to and may or may not notify other respondents of such extension(s).
9. All expenditures incurred by respondents in preparation and submission of responses and all activities relating to the RFP and any proposal(s) relating to or arising from the RFP are solely the responsibility of the respective respondents and

will not be reimbursed by Boann in whole or in part.

10. This RFP shall not be construed as a commitment by Boann to award a contract or contracts.

11. By choosing to obtain this document, respondents (as well as parties who obtain the document but decide not to respond) agree that all information provided by Boann in connection with this RFP is strictly confidential. Such information shall be maintained in confidence and not disclosed to any third party or used for any other purpose other than responding to the RFP or any subsequent requests from Boann, if applicable.

12. This RFP is in accordance with Boann's approved policy and procedure which sets out the Procurement Approach for Boann Social Impact L.P. and Boann Impact G.P. Inc. ("Boann") to meet the social impact and financial objectives. Boann procures external service providers to support the business operations, that in its assessment, provide the best level of services to meet Boann's ongoing needs with the objective of obtaining the best value for the monies to be expended as well as a consideration of selecting and awarding vendor contracts where social impact is an integral assessment of value to Boann. Boann undertakes a rigorous, accountable, and fair process for procurement of all external service providers in that the procurement process must:

- achieve value for money;
- ensure there are no conflicts-of-interest;
- encourage competition;
- support accountability; and
- ensure service providers are treated in a fair, equitable and responsible manner.

Contracts are subject to:

- review by legal counsel, as appropriate;
- ongoing review to ensure deliverables are met, based on clearly defined deliverables and timelines as agreed to by the parties in writing when contract is executed.

Where contract terms are not finalized, a non-disclosure agreement will be required if either party is sharing information that is considered sensitive by Boann's CIO while the parties are discussing the possibility of contracting services.

Any amendments to the standard contract form are subject to agreement by all parties and review by Boann's CEO or CIO and/or legal counsel as appropriate.

Any amendments to signed contract or associated pricing are subject to:

- review and approval by contract manager;

- review and approval of Boann CEO or CIO, as required; and
- review by legal counsel, as required.