

**GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN EVENTS
CONDUCTED THROUGH THE PURCHASE PORTAL OF **CUSTOMERNAME****

1. INTRODUCTION

- 1.1 CUSTOMERNAME (hereafter the **Buyer**) is the owner of the purchasing portal www.customername.jaggaer.com (the **Portal**).
- 1.2 CUSTOMERNAME and its subsidiaries (See the list of the **CUSTOMERNAME** Group Companies under Attachment n°1) operate the Portal in order to buy goods and services on their own behalf.

2. SCOPE

- 2.1 The scope of this agreement (the **General Conditions**) is to define the terms and conditions under which certain parties, operating within the range of their own business, institutional or professional activities (the **Supplier** or the **Suppliers**), can take part as suppliers, when invited, in dynamic negotiation, request for quotation as well as other events (the **Events**), organized by the Buyer, through the JAGGAER Technological Platform (the **Platform**), featuring proprietary hardware and software.
- 2.2 The implementation of Events shall be governed by the "Regulations governing participation in a Dynamic Negotiation, Request for Quotation and all other Events performed through the Purchase Portal of CUSTOMERNAME" (the **Regulations**) annexed to the General Conditions . The General Conditions and the Regulations shall represent the full and complete Agreement between each Supplier and the Buyer (the **Agreement**).

3. REGISTRATION TO THE BUYER'S PORTAL – PARTICIPATION IN EVENTS

- 3.1 The mandatory condition for utilizing the Platform is registration and qualification to the Buyer's Websites (the Websites). To this purpose, the Supplier shall communicate to the Buyer, truthful and accurate personal information and any other details deemed necessary or useful by the Buyer for identifying the Supplier (the **Registration Data**).
- 3.2 Upon registration, the Supplier shall choose one or more identification code(s) (User Id) and be granted one or more Password(s) (*Password(s)*). The registration shall be deemed completed upon the Buyer activating the *Password* and *User ID*.
- 3.3 *User ID* and *Password* are strictly personal and non-transferable. The Supplier pledges not to disclose them to third parties and to store and safeguard them with the utmost care. The Supplier shall be held solely accountable for their use by third parties and, in any case, shall immediately notify the Buyer in case of their theft or loss.
- 3.4 Following the activation of *User ID* and *Password*, the Supplier, where invited, can participate in the Events through a personal computer, featuring a Web browser, connected to the Internet, in compliance with the minimum system requirements defined at the time by the Buyer. Purchase, installation and configuration of Supplier's hardware and software are the sole responsibility of the Supplier.
- 3.5 The implementation of Events shall be governed, in addition to the Regulations, by a letter of publication, if any, specific to the Event or to a series of Events (the **Letter of Publication**) as well as by the provisions and definitions published online in the relevant information section of the Platform.
- 3.6 The Supplier shall designate a party authorized to operate on the Platform (**Main Account**) by specifying his/her name in the appropriate space provided in the last page of this Agreement. In the absence of any specific designation, the signatory to the Agreement is implied as the Main Account.
- 3.7 The Buyer grants the Supplier the right to: (i) authorise other persons to operate on the Platform (the **Operating Accounts**); (ii) cancel such authorisation, extend or limit feature access to the Operating Accounts. It is understood that the Buyer shall be entitled, at its complete discretion, to decline the request for authorisation and/or extension of Operating Accounts forwarded by the Supplier.

4. OBLIGATIONS AND GUARANTEES OF THE SUPPLIER

- 4.1 With regard to Platform utilization, the Supplier agrees to:
- (i) comply with the terms and conditions set forth in the General Conditions, the Regulations and the Letter of Publication; (ii) refrain from any conduct or practice which may be deemed anti-competitive, illegal, unlawful or in violation of third party's rights and from spreading false, deceitful and illicit information; (iii) treat data and information pertinent to each Event as strictly classified and confidential; (iv) use and configure its own software and hardware so as to ensure the security of Events from the information technology standpoint. (v) where provided for and in any case ruled by a specific document, pay to JAGGAER the Fee agreed from time to time with the Buyer with reference to the Events in which it shall participate.
- 4.2 With regards to Platform utilization, the Supplier declares and guarantees full ownership rights to and the availability of all data, information and contents provided to the Buyer. The Supplier also guarantees that the use of such data, information and content pursuant to the Agreement shall not constitute breach of any third party's rights, laws and/or regulations.

5. TERMINATION – RIGHT OF WITHDRAWAL

- 5.1 Buyer shall have the right to rescind the Agreement where the Supplier is in breach of even one of its obligations pursuant to Articles 4 and 7.2 and where the Supplier is facing bankruptcy or other similar legal proceedings.
- 5.2 Without prejudice to the provisions of Art. 5.3 below, both the Buyer and the Supplier shall have the right to withdraw from the Agreement at any time following a communication sent via fax or via e-mail, and confirmed through registered mail with acknowledgement of receipt.

5.3 The Supplier shall not exercise its right of withdrawal during the implementation of an Event in which the Supplier is a participant, including the awarding phase of the Event.

6. BUYER LIMITATION OF LIABILITY AND ABSENCE OF WARRANTIES

6.1 Buyer shall in no way be deemed liable for any damage to the Supplier as a result of the utilization, malfunctioning, delayed or failed access and/or interruption or suspension in the use of the Platform including lost commercial opportunities, missed earnings, loss of data, damage to company prestige, request for damages and/or claims from Third Parties, caused by:

- (a) "Force Majeure", that is to say, by way of example only: failure of power supply or telephone lines or network connection caused by third parties, strikes, industrial unrest, wars, government or civil or military reasons, embargoes, acts of vandalism and terrorism, epidemics, floods, earthquakes, fires and other natural disasters;
- (b) incorrect use of the Platform by Supplier ;
- (c) flaws in the connectivity equipment used by Supplier;
- (d) breakdown of Buyer's information technology systems, telecommunications and/or computing equipment for a period of time not exceeding 30 days.

6.2 The Supplier acknowledges and accepts that: (i) Buyer reserves the right to interrupt and/or suspend the utilization of the Platform and/or revoke the registration and activation at any moment in time through a routine notification to the Supplier without incurring any liability; (ii) the Platform can be used as is, devoid of guarantees of any nature; the Supplier shall therefore waive any warranty, specific or implied, including, by way of example only, the guarantee of compatibility for a specific use or scope; (iii) the obligations undertaken by the Buyer hereunder are a best endeavours obligation and by no mean an obligation to achieve any result; (iv) the Buyer does not guarantee the legal capacity and/or the good faith of any user of the Platform; (v) Buyer does not guarantee access to, truthfulness and completeness of, law-compliance and respect of third party rights by the contents of any web site to which users may be referred to through possible links inserted on the Portal;

6.3 Without prejudice to the provisions of the paragraphs and articles above, the Buyer shall in no case be liable to any compensation for damages superior to the Fee paid or due by the Supplier in compliance with article 4.1 (v) herein in relation to the Event the request for compensation is referred to, or at any rate superior to [.....] €

7. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

7.1 The contents and information provided to the Supplier through the Websites, the Platform and the software are Buyer's property, or licensed from a third party, and are protected by copyright or other intellectual property rights (inclusive of data base rights).

7.2 The Supplier pledges not to download, reproduce, transmit, sell or distribute, in whole or in part, in any form or fashion, the contents and the information available on the Websites or received via the Platform without Buyer's specific written authorisation and for any other purpose than that of permitting access to Portal and utilization of the Platform.

7.3 The Supplier acknowledges that all Registration Data, as well as the data and information provided subsequently, shall be entered in a data base set up by Buyer on an exclusive-ownership basis.

7.4 During the whole Contract duration, the Supplier grants to the Buyer, free of charge and without geographical limitation, the non exclusive right to use one of more of its distinctive marks in order to perform the obligations hereunder.

8. SAFEGUARDING PERSONAL INFORMATION

8.1 All personally identifiable information provided to the purposes of this Agreement shall be processed in compliance with the legislation governing the safeguard of personal information (the Privacy Law), with particular respect to the EU General Data Protection Regulation 2016/679 (GDPR), (the **Privacy Law**), for the purposes stated here below:

- (a) the performance of obligations set forth by applicable laws and/or regulations at national, EU and international levels;
- (b) the utilization of the Platform, inclusive of the performance of every preliminary and subsequent activity, including:
- (c) communications in relation to the services offered by the Buyer and JAGGAER, as well as business opportunities and statistical surveys.

8.2 The Supplier's consent for processing data for the purposes stated under a) and b) above is mandatory to fulfil both legal and contractual obligations. Consent for processing data for objectives stated in c) above is necessary for obtaining information on commercial opportunities available and also for a more effective use of the Platform.

8.3 The Supplier, duly notified about the afore-stated objectives, grants its consent to the processing of all personal information and their use by Buyer for the objectives stated in c) **YES NO**

8.4 Buyer and JAGGAER are independent Controllers of the above processing of personal data, each for the purposes within its area of competence. JAGGAER Service privacy policy can be found at <https://www.jaggaer.com/service-privacy-policy/>, and Buyer's privacy policy at

8.5 The Supplier is able to exercise its rights under the Privacy Law, through a written notification to the address CUSTOMERNAME-procurement@jaggaer.com

9. NOTIFICATIONS

All communications pertinent to the Agreement shall be submitted via e-mail, to the address the Supplier has provided to Buyer upon registration;

Notifications may also be sent by fax or by registered mail with acknowledgement of receipt, concerning the Supplier, to the address the Supplier has provided to Buyer; concerning Buyer, to the address reported in the "need help" section on the Portal.

10. AMENDMENTS TO GENERAL CONDITIONS

- 10.1 The Supplier acknowledges that Buyer can amend the General Conditions at any point in time through a notification via fax or via e-mail to the Supplier.
- 10.2 The Amendments shall be understood to have been tacitly accepted by the Supplier should Buyer not have received, within 15 days of the notification made according to section 10.1 above, a communication from the Supplier expressing his refusal of the amendments. In any case, the Supplier's continued use of the Platform shall imply unconditional acceptance of the amendments by the Supplier.
- 10.3 It is understood that the Supplier's acceptance of amendments shall not be partial and shall refer to them as a whole.
- 10.4 However, following the notification mentioned in Art. 10.1, above, the Suppliers maintains the faculty to withdraw from the General Conditions.

11. CONFIDENTIALITY OF COMMERCIAL INFORMATION – INFORMATION TECHNOLOGY SECURITY

- 11.1 The data and commercial information relating to the implementation of each Event shall be treated by Buyer as strictly confidential and reserved.
- 11.2 Buyer shall adopt the most suitable technical and procedural measures in order to guarantee information technology security during the course of the Events.

12. APPLICABLE LEGISLATION AND COURT OF LAW

12.1 Controversies relating to the interpretation, execution or resolution of the Agreement, shall be addressed in accordance with Italian legislation and assigned to the exclusive jurisdiction of the Court of [REDACTED]

SUPPLIER'S STAMP AND SIGNATURE

DATE

The Supplier hereby acknowledges subsequent to careful reading to specifically accept the provisions contained in the following Articles: Art. 3.6 (Designation of Main Account), Art. 3.7 (Activation of Operating Accounts), Art. 4 (Obligations and Guarantees of the Supplier), Art. 5 (Termination – Disclaimer of Agreement), Art. 6 (Buyer Limitation of Liability and Absence of Warranties), Art. 7 (Industrial and Intellectual Property Rights), Art. 10 (Amendments to Conditions for the Supplier), Art. 12 (Applicable Legislation and Court of Law).

SUPPLIER'S STAMP AND SIGNATURE

DATE

Attachment: Regulations for participating in a Dynamic Negotiation, Request for Quotation and all other Events performed through the Purchase Portal of CUSTOMERNAME

DATA OF MAIN ACCOUNT (ART. 3.6)

CORPORATE NAME OF SUPPLIER:

[_____]

REPRESENTED BY:

NAME:

[_____]

SURNAME:

[_____]

POSITION:

[_____]