

USER AGREEMENT OF THE OTB GROUP PROCUREMENT PLATFORM

1. RECITALS AND GENERAL PRINCIPLES

- 1.1. **OTB SpA**, an Italian company limited by shares located at Via dell'Industria 2, 36042 Breganze (VI), Italy, registered in Vicenza Company Register at No. 01242510269, Tax ID 01242510269, VAT Reg. No. 01571110244 (hereinafter referred to as **OTB**), has developed a tool (hereinafter called the **Platform**) on a technological platform belonging to BravoSolution SpA for:
 - handling its Register of Suppliers (**Register**), containing the names of the suppliers (**Suppliers**) of companies belonging to the OTB group (i.e. the group of subsidiaries and associated companies of **OTB**) meeting general requirements and having adequate professional capabilities for being awarded contracts on the basis of the procedures of the OTB group;
 - handling the qualification process of **Suppliers**;
 - for certain categories of services and/or goods to be indicated by **OTB** each time, selection of **Suppliers** and conclusion of contracts with the latter, with the procedures and under the conditions specified by **OTB (Negotiations)** each time.
- 1.1. The **Platform** consisting of hardware and software is the property of BravoSolution SpA and has been granted to **OTB** under a user license agreement. Users can log onto the **Platform** at this Internet address <https://procurement.OTB.net>.

2. SUBJECT AND DURATION

- 2.1 The sole purpose of this Agreement (hereinafter the **Agreement**) is to establish the terms and conditions regulating log-in at the **Platform** by **Suppliers** aimed at being included on the **Register** for certain categories of goods and services to be specified each time by **OTB**, in view of taking part in **Negotiations**.
- 2.2 Unless agreed otherwise by the Parties, this **Agreement** is valid until the expiry of the contract stipulated between **OTB** and BravoSolution - concerning use of the **Platform** under license - for as long as the **Platform** is in use and available to **OTB**.

3. REGISTRATION AT THE PLATFORM AND TAKING PART IN EVENTS

- 3.1. It is necessary to complete registration on the **Platform** before being enrolled on the **Register**. To that end, the **Supplier** provides accurate data under his sole responsibility and any information **OTB** considers necessary or useful for identification purposes (**Registration Details**). If it is necessary to change or update the latter, the **Supplier** can correct inaccurate or outdated data after logging onto the **Platform** in the area where his personal data are entered. It is not permitted to alter data such as Company Name, VAT Reg. No. or Tax ID; to alter these data the **Supplier** has to register again with the new details.
- 3.2. During registration the **Supplier** chooses one or more identification codes (**User IDs**) and is assigned one or more keywords (**Password**), which are strictly personal and should not be used by anyone else. The registration process is complete when the **User ID** and **Password** are enabled by **OTB**. If the **Supplier** provides inaccurate or incomplete data during the registration process, **OTB** reserves the right not to accept the application and notify the **Supplier**.
- 3.3. The **Supplier** must print this **Agreement**, sign it where indicated for acceptance of all terms and conditions and send it to **OTB** by the methods requested during the registration process.
- 3.4. The **User ID(s)** and **Password(s)** are strictly personal and should not be used by others. The **Supplier** agrees not to disclose them to others and will do his best to keep them safe and protected. The **Supplier** is the only person who will be held responsible if anyone else uses his **User ID(s)** or **Password(s)**.
- 3.5. The **Supplier** agrees to inform **OTB** without delay if his **User ID** or **Password** is stolen or lost or if anyone gains unauthorised access to his personal account, and will change his **Password** at the same time.
- 3.6. The **Supplier** can complete the data required on the **Register**, and/or take part in the **Negotiations**, called by **OTB** for certain types of goods or services, by using a PC with a commonly-used browser connected to

the Internet. Solely the **Supplier** is responsible for purchase, installation and configuration of the hardware and software.

- 3.7. For **Suppliers**, data entry on the **Register** and taking part in Negotiations, when called by **OTB** for certain types of goods or services, implies that they have read and accept the content of the documents attached by **OTB**, unless agreed otherwise. These annexes can be read on line by logging in with **User ID** and **Password** and looking in the **Supplier's** personal folder (the **Folder**).
- 3.8. The way the **Negotiations** are held will be regulated in separate letters of invitation (**Letters of Invitation**), sent to the **Suppliers**, or by rules entered in certain areas of the **Platform** or provided in the **Folders** of the **Suppliers**.

4. OBLIGATIONS AND WARRANTIES OF THE SUPPLIERS

- 4.1. The **Supplier** undertakes on his behalf and on behalf of his employees, collaborators and agents appointed by whatever title:
 - to take all precautions and use every technical expedient for the security of the data and commercial information shared on the **Platform** and to prevent unauthorised persons from gaining access to them;
 - to use the **Platform** in a manner that prevents the diffusion of false and/or misleading information and messages and/or pornographic, racist, obscene, blasphemous or disparaging material or any other offensive material;
 - not to download, duplicate, send, sell or distribute wholly or partially by whatever purpose the content or information available or received via the **Platform**, without the written authorisation of **OTB** or for other purposes than that of permitting use of the **Platform** or taking part in the **Negotiations**.
 - to respect the terms and conditions of this **Agreement**, and those in the documentation found in different sections of the **Platform**, in the **Folder** or in the **Letters of Invitation**;
 - not to behave unfairly, or obstruct competition or infringe upon the rights of others (including intellectual and industrial property rights);
 - to treat all information and data obtained after registration at the **Platform** or during individual **Negotiations** as strictly confidential, and is committed not to disclose the same without prior authorisation by **OTB** or other companies of the **OTB** group involved in the exchange of data and information;
 - to keep the information entered on the **Platform** constantly updated.
- 4.2. The **Supplier** declares that he is the sole owner of the hallmarks entered on the **Platform** and their use by **OTB**, in accordance with this **Agreement**, does not infringe upon the rights of third parties or break any law or violate any applicable regulation.;
- 4.3. The **Supplier** also declares that it is the sole owner of the information, documents and contents supplied to **OTB** in accordance with this **Agreement** and their use by **OTB** or other companies belonging to the **OTB** group does not infringe upon the rights of others or break any law or violate any applicable regulation.;
- 4.4. The **Supplier** declares that he has read and accepts the Code of Ethics of **OTB** and the Code of Conduct of **Suppliers** and understands the nature and content and consequently agrees to respect the provisions listed therein. The **Supplier** acknowledges that failure to respect the provisions of the Code of Ethics of **OTB** and the Code of Conduct of **Suppliers** will prevent the conclusion of any contract between **OTB** and/or companies belonging to the **OTB** group and the **Supplier**.
- 4.5. The **Supplier** warrants that the **Registration Details**, and any sort of information, data, documents and contents supplied to **OTB** via the **Platform** is accurate and up-to-date and warrants that all copies submitted via the **Platform** or by certified email, standard email, or registered mail with acknowledgement of receipt are true copies of originals. The **Supplier** acknowledges and accepts that **OTB** reserves the right to check at any time the accuracy of the **Registration Details**, the information, data and documents supplied and that the copies submitted as scans by the **Supplier**, including after any **Negotiation**, are true copies of original documents.

Any irregularities found in the above information, data, documents gives **OTB** justification for cutting off any negotiation and/or backing out of and/or terminating any contract signed with the **Supplier**, and the **Supplier** has no right to any sort of indemnity, reimbursement or compensation for whatever reason. **OTB** and the

companies belonging to the **OTB** group reserve the right to claim damages suffered caused by such irregularities.

- 4.6. The **Supplier** undertakes to hold harmless BravoSolution SpA, **OTB**, their directors, employees, collaborators and/or agents by any claim, expectation, legal action of any nature for damages suffered as a consequence to illegal or improper use of the **Platform**, in breach of the obligations assumed herein or provided by law.
- 4.7. The **Supplier** agrees to inform **OTB** and BravoSolution without delay if he hears about any claim, action or initiative of third parties declaring that they suffered a loss after use of the **Platform** by the **Supplier**.
- 4.8. The **Supplier** is not required to pay **OTB** or BravoSolution any fee for using the **Platform**.
- 4.9. The **Supplier** declares that he is aware and accepts that the data provided during registration on the **Platform** or during the **Negotiations** are entered in a database belonging only to **OTB**.

5. TERMINATION AND WITHDRAWAL

- 5.1. **OTB** has the right to declare this **Agreement** terminated with immediate effect, in accordance with Art. 1456 of the Italian Civil Code, and at the same time prevent the **Supplier** from logging onto the **Platform**:
 - in the event the **Supplier** defaults on the obligations assumed by him in accordance with Art. 3 and/or 4 of this **Agreement**;
 - in the event the **Supplier** fails to follow the rules set out in the **Letters of Invitation** or for taking part in the **Negotiations** sent to **Suppliers** or found in certain sections of the **Platform** or in the **Folder**.
- 5.2. **OTB** and the **Supplier** have the right to terminate this **Agreement** at any time, subject to providing a written notice sent to the other party by certified email or by registered letter with acknowledgement of receipt. The withdrawal shall take effect upon receipt of the withdrawal notice.
Nonetheless, the **Supplier** has no right to withdraw in the course of **Negotiations** the **Supplier** is taking part in.

6. LIMITATIONS OF LIABILITY AND LACK OF GUARANTEES OF OTB

- 6.1. **OTB** shall not be held responsible in any way for any direct or indirect damage suffered by the **Supplier** from using the **Platform** and/or the information contained on it caused by malfunction, delayed use or failure to use and/or interruption or suspension of use of the **Platform**, including loss of business opportunities, loss of earnings, loss of data, damage to his image.
- 6.2. At any rate **OTB** shall not be held responsible in any way for any direct or indirect damage suffered by the **Supplier** caused by:
 - a) "Force Majeure" events, meaning any of the following events, for example: electric power cuts, disconnections of telephone lines or disconnections of the network caused by the action of third parties, strikes, industrial disputes, wars, actions of the government, civil or military authorities, embargoes, vandalism, terrorism, epidemics, flooding, earthquakes, fires and other natural disasters;
 - b) improper use of the **Platform** by the **Supplier**;
 - c) malfunction of connection equipment used by the **Supplier**.
- 6.3. The supply of any alert services does not exonerate the **Supplier** from checking the **Platform**, reading the uploaded documentation and obtaining adequate information on the holding and content of any **Negotiations**. **OTB** and BravoSolution shall not be held responsible for any sort of loss or damage suffered by the **Supplier** caused by failure to check the **Platform**.
- 6.4. The **Supplier** acknowledges and accepts that:
 - a) **OTB** reserves the right to stop and/or suspend use of the **Platform** and/or cancel the registration and withdraw log-in privilege at any time, by just notifying the **Supplier** without being held responsible by the latter;
 - b) **OTB** does not make any warranty as to the content of any sites or platforms of third parties, which may be reached through the **Platform** by using links or other means of connection.
 - c) the **Platform** is to be used only for the purposes and with the limitations specified in this **Agreement**; the

Supplier therefore waives his right to any sort of guarantee, including for example the guarantee that is it actually enrolled on the **Register** to be invited to take part in individual **Negotiations** or to be able to actually sign a contract of whatsoever nature with **OTB** or other **OTB** group companies.

7. LIMITATIONS OF LIABILITY AND LACK OF GUARANTEES OF BRAVOSOLUTION

- 7.1. BravoSolution shall not be held responsible in any way for any damage, loss or prejudice suffered by the **Supplier** from use of the **Platform**, including loss of business opportunities, loss of earnings, loss of data, damage to his image, claims for compensation, actions and/or claims of third parties.
- 7.2. BravoSolution shall not be held liable for loss of data, delays, malfunction, suspension and/or disruption of the **Platform** caused by:
 - a) "Force Majeure" events, meaning any of the following events, for example: electric power cuts, disconnections of telephone lines or disconnections of the network caused by the action of third parties, strikes, industrial disputes, wars, actions of the government, civil or military authorities, embargoes, vandalism, terrorism, epidemics, flooding, earthquakes, fires and other natural disasters;
 - b) improper use of the **Platform** by the **Supplier**;
 - c) malfunction of connection equipment used by the **Supplier**.
- 7.3. BravoSolution does not guarantee the ability to act of those using the **Platform** or their good faith.

8. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

- 8.1 The contents and information provided to the **Supplier** via the **Platform** and the software used are the sole property of **OTB** or granted under licenses by BravoSolution and are protected by copyright and other intellectual property rights (including rights to the database).
- 8.2 Use of the information and documents shared on the **Platform** does not give the **Supplier** any right to the trade marks, logos, hallmarks, or other industrial patent rights, or the intellectual property rights of **OTB**, BravoSolution and other companies belonging to the **OTB** group.

9. PROTECTION OF PERSONAL DATA - PRIVACY NOTICE

- 9.1 Personal data provided by the **Supplier** will be treated by OTB as Data Processor (**Data Processor**) in compliance with personal data protection legislation (Italian Legislative Decree 196 of 2003 and EU Regulation No. 2016/679, hereinafter jointly called **Privacy Regulations**), for the purposes specified below:
 - a) fulfilment of the obligations provided by national, community and international laws and regulations;
 - b) use of the **Platform**, including execution of any preliminary and subsequent task;
- 9.2 Processing of personal data for the purposes referred to in letters a) and b) is necessary for fulfilling legal and contractual obligations, therefore the **Supplier** may be prevented from using the **Platform** if he fails to provide them or if inaccurate or incomplete data are provided.
- 9.3 Data will be processed manually and by using automated and IT means, in compliance with privacy and personal identity protection standards.
- 9.4 Personal data may be processed under the control of the **Data Processor** by those working at **OTB** as data processing delegates. For data processed on the **Platform**, **OTB** has appointed BravoSolution Italia SpA with head office at Via Rombon 11, Milan, Italy, as **External Data Processing Officer**, as concerns collection and storage of the data of Suppliers. An updated list of data processing officers is available at the office of the **Data Processor**, the **Supplier** may contact to exercise the rights provided by Privacy Regulations. To do so he should write to the email address privacy@otb.net.
- 9.5 Personal data collected will be kept throughout the term of the relationship between **OTB** and the **Supplier** and for a period of ten (10) years after the end of the relationship. If the Supplier is registered on the Register

but no relationship is established with **OTB** or other **OTB** group companies, the period of storage of the Supplier's personal data is ten (10) years from registration.

Except when provided otherwise by standards applicable each time, after the above period of storage, personal data will be destroyed or anonymised.

- 9.6 The **Supplier** can ask the **Data Processor** to obtain his personal data, and their correction, deletion and supplementation of incomplete data, restriction to processing; to receive them in a structured format commonly used and legible by automatic devices; to file a complaint with the Data Protection Authority, and to exercise the other rights granted by applicable provisions.

10. COMMUNICATIONS

- 10.1 Notwithstanding the provisions of Art. 10.2, any communication concerning this **Agreement** should be sent:

- a) as regards the **Supplier**, by email, to the address provided to OTB during registration;
- b) as regards **OTB**, to the email address procurement@OTB.net

- 10.2 The communications referred to in Article 5 of this **Agreement** may also be sent by certified email, the **Supplier** must provide during registration or by registered letter with acknowledgement of receipt.

11. MODIFICATION OF THIS AGREEMENT

- 11.1 The Supplier accepts that **OTB** can modify this **Agreement** at any time, subject to notifying the Suppliers at the addresses referred to in Article 10.1 a) or in a notice published on the **Platform**.

- 11.2 Without prejudice to the provisions of Art. 5.2, if the **Supplier** does not intend to accept the modifications made by **OTB**, he may cancel this **Agreement**; however, continued use of the **Platform** by the **Supplier** is reason to believe he has accepted the modifications made.

12. CONFIDENTIALITY OF COMMERCIAL INFORMATION - IT SECURITY

- 12.1 Commercial data and information entered into the **Platform** are treated as strictly confidential and private by BravoSolution, by **OTB** and by **Suppliers**.

- 12.2 BravoSolution, **OTB** and the **Suppliers** put in place adequate technical expedients and procedures to ensure the security of their IT systems.

13. APPLICABLE LAW AND COURT HAVING JURISDICTION

- 13.1 This **Agreement** is governed by the laws of Italy. Any dispute concerning the interpretation, execution or termination of this **Agreement** shall be referred solely to the Court of Vicenza, all other jurisdictions excluded.

The **Supplier** declares to all intents and purposes that he has read and accepts this User Agreement of the **OTB** Group Procurement Platform and any other applicable rule, procedure and policy referred to in the **Agreement** and published from time to time on the **Platform**

ACCEPTS

☐

DOES NOT ACCEPT

☐

The undersigned (first and last name) _____, as the Legal Representative or Proxy of the **Supplier**, vested with the necessary powers

DECLARES

to all intents and purposes that he has read and accepts all terms and conditions of this User Agreement of the OTB Group Procurement Platform and any other applicable rule, procedure and policy referred to in the above User Agreement and published from time to time on the **Platform**

STAMP AND SIGNATURE

DATE

DECLARES

also, in accordance with and due to the effects of Articles 1341 and 1342 of the Italian Civil Code, that he approves the stipulations contained in the following articles of the *Agreement*: Art. 4 (Obligations and Warranties of the Suppliers), Art. 5 (Termination and Cancellation), Art. 6 (Limitations of Liability and Lack of Guarantees of OTB), Art. 7 (Limitations of Liability and Lack of Guarantees of BravoSolution), Art. 11 (Modification of this Agreement); Art. 13 (Applicable Law and Court Having Jurisdiction)

STAMP AND SIGNATURE

DATE
