

TERMS AND CONDITIONS OF THE BONATTI PROCUREMENT PORTAL **REGISTRATION, ACCESS AND UTILIZATION**

1. WHEREAS AND GENERAL PRINCIPLES

The Company BONATTI, with registered office in Via Nobel 2/a Parma (Italia), through a technological platform consisting of hardware and software (hereinafter the "Platform") owned and made available by the JAGGAER Group (hereinafter "JAGGAER") has created a web portal (hereinafter referred to as "Procurement Portal" or, for brevity, the "Portal") for the purpose of managing online negotiations, information exchange, and commercial relationships between BONATTI and third parties that, within the scope of their entrepreneurial, institutional, or professional activity, are interested in submitting an application to be included – to the full and indisputable discretion of BONATTI – in the vendor management system for actual and/or potential suppliers accredited by BONATTI (hereinafter, "Suppliers").

In particular, the Portal allows, among other online functions:

- 1) The definition and the management of the vendor management system;
- 2) The selection of the Suppliers and the definition of supply contracts, also by means of online negotiations (hereinafter defined as "**Events**") including, by way of mere example, requests for information, requests for quotation, and online bids;
- 3) The management of Suppliers' performance assessment processes.

The Portal is based upon a technological platform developed and created by JAGGAER (hereinafter, in short, the "**Platform**") branded and licensed to BONATTI, which can be accessed at the following web address <https://bonatti.geo.app.jaggaer.com/>.

The access and registration to the Portal by the Suppliers, as well as any possible subsequent acceptance of their application and their insertion in the Portal by BONATTI do not constitute any contractual proposal, and do not imply any whatsoever commitment by BONATTI nor the acknowledgement of any right and/or expectation and/or concession to the Supplier to receive assignments, calls for bid, and/or subscription of supply agreements with BONATTI.

Indeed, the purpose of this document is to define the terms and conditions under which certain subjects, operating in the context of their entrepreneurial, institutional or professional activity (the Participant or Participants), can access the platform and consequently use the related services as well as participate, at the invitation of BONATTI, in Dynamic Negotiation, Request for Offer events as well as other events (hereinafter all types of events indicated above will be defined as "Events") organized by BONATTI through the Portal.

2. OBJECT

This document contains the terms, methods, and conditions applicable to:

2. the registration and access to BONATTI Portal by the Suppliers;
3. the use of the Platform and Portal by BONATTI (on its own behalf or on behalf of its Customers) and the Suppliers, including participation to the Events.

3. REGISTRATION AND ACCESS TO THE PLATFORM

In order to access the Portal and use the related services, the Supplier must communicate all necessary data, useful to its identification and registration by BONATTI (hereinafter, the "Registration Data"), truthfully and correctly by means of filling in all required fields. The Supplier

may modify or update the data inserted in the registration phase at any time by means of direct access to the BONATTI Supplier Portal in the area dedicated to its personal data. For further information concerning management of personal data by BONATTI, consult the Privacy Policy section.

Upon registration, the Supplier will be assigned one or more ID codes (“User ID”) and one or more keywords (“Password”). The registration is deemed complete once BONATTI activates, to its own and undisputable discretion, the Password and User ID assigned to the Supplier. Only upon such activation, the Supplier will be granted access to the Portal and the related services. Should the Supplier provide untruthful/inaccurate or incomplete data upon registration, BONATTI reserves the right to not accept the activation, and/or to refuse the registration and consequently the authorization to use the Portal, by means of a mere communication to the Supplier.

The User ID and Password are strictly personal and non-transferrable. The Supplier commits to not communicating them to third parties, and to preserve them and protect them with the utmost diligence. The Supplier will be held the sole entity liable for the use (even by third parties) of the User ID and the Password.

Notwithstanding the above, the Supplier commits to immediately communicate to BONATTI the eventual theft or loss of the User ID and Password, by consequently carrying out the password recovery and change process.

The Supplier may access the BONATTI Portal by means of a standard personal computer equipped with a standard browser and connected to the Internet. The purchase, installation, and configuration of both the hardware and the access software remain strictly borne by and under responsibility of the Supplier.

The participation to the Events by Participants implies that they have read and accepted the contents of all documents attached online by BONATTI in relation to each individual event. Once the Participant's account is active on the Portal, BONATTI may require the Participant to complete and/or update the Company data or Additional Information relating to goods and services provided through the Portal.

4. RULES OF THE EVENTS MANAGEMENT

The performance of Events is ruled by this document and the eventual further conditions specified in the specific Event documentation, including those indicated in the related “Publication request letter” and/or in the specific information sections of the Portal.

Unless reported differently in the written agreements made beforehand with BONATTI, participation in the Events implies the examination and acceptance by the Supplier of the content of the abovementioned documents as well as of the additional documents included by BONATTI in each individual Event. The attachments may be consulted online, by accessing the Portal.

The performance of and participation in the Events are based upon principles of transparency; good faith; honesty; confidentiality of exchanged information and respect of laws.

The following types of Events may be carried out on the Portal: Request for Information, Request for Quotation, and Dynamic Negotiations. For the purposes of this document:

- a) “Request for Information” refers to the request to send (and the consequent transmission by electronic means by the Supplier) general or detailed information, personal data and other elements related to the goods or services offered by the Supplier;
- b) “Request for Quotation” refers to the request to send (and the consequent transmission by electronic means by the Supplier) of a binding and detailed offer for goods or services described in the Request, including the related technical and commercial conditions;
- c) “Dynamic Negotiations” refers to a mechanism of gradual definition, by electronic means, of certain elements essential to the conclusion of potential commercial supply agreements, including the price and other contractual conditions.

The Suppliers participate in the Events upon invitation by BONATTI, which usually occurs by means of the messaging service of the Portal (hereinafter, the “Invitation”). Unless otherwise specified by BONATTI, the Invitation sent to the Suppliers represents the beginning of the Event. The Event shall end on the date and at the time specified by BONATTI in accordance with the terms of the specific Event.

Upon creation of an Event, BONATTI shall transmit to the selected Suppliers the information concerning the data that the latter will compulsorily need to provide for the purposes of participating in the Event (hereinafter, “Compulsory Data”). Moreover, BONATTI may request the selected Suppliers to transmit, also in the form of attached documentation, further non-compulsory data (hereinafter, “Non-compulsory Data” and, jointly with the Compulsory Data, the “Data”). BONATTI is authorized to change the Data (hereinafter, “Changes”), including the Platform configuration parameters, before the beginning of the Event in case of Dynamic Negotiation, before and/or during the Event in case of Request for Information and/or Request for Quotation, simply by communicating such Changes to the Suppliers by means of the specific messaging service on the Platform.

In order to take part in an Event, the Supplier must examine (and accept) the Data and the related attachments. Acceptance of the Invitation by the Suppliers occurs implicitly, by means of the issuance and delivery of their bid (hereinafter, “Bids”) as described in the guidelines document ruling the management of the Event (or other modes of interaction planned for the Event).

Each Supplier shall have the faculty to draft and send one or more Bids in the period of time between the date and the time of beginning and ending of the Event. It is hereby understood that, in case of more than one offer submission, the latest Bid delivered by each Supplier to BONATTI within the end date of the Event shall be the one taken into account for the purposes of an eventual awarding.

Bids will be assessed at BONATTI discretion, given that, upon the end of the Event, BONATTI will have, at any moment, the discretionary faculty not to accept any Bids and/or not to award the Event.

BONATTI and the Suppliers accept that – for the entire duration of the Event including the preliminary and successive phases, for the purposes of its performance, its end, its awarding, and its eventual interruption, suspension, restart, and/or its cancellation – the Bids sent by Suppliers, the notices sent, the official time and the duration, will be strictly the ones registered on the Platform and by means of its recording and telecommunication apparatus, and that such records represent the full proof of the represented facts and circumstances. In case of a disagreement between the Bids actually inserted and present on the Portal and those which are eventually included in the files, attachments, and other documents sent or made available by the Suppliers other than on the Portal, that which is contained and exists on the Portal shall prevail.

The Suppliers acknowledge and accept that the Platform does not allow them to view the identity and/or documents provided by other Suppliers throughout performance of the Event.

Upon termination of the Event, after a suitable period of time for the necessary technical assessments, BONATTI shall send a notice of award or non-award to all participants to the Event. It remains understood that the notice of award or non-award by means of the Platform at the end of the Event shall by all means be considered temporary and subject to further technical assessments, thus will not represent an obligation of BONATTI to negotiate with the Suppliers, even if these had been temporarily awarded the Event.

Should the Event terminate with a definitive awarding, BONATTI commits to perform a “Contractual Negotiation” phase with the awarded Supplier. Such negotiation will have the purpose and in any case will end with the conclusion and perfection of the contract by which BONATTI purchases the good or service related to the Bid (hereinafter, the “Contract”), it being understood that the terms included in the Bid selected upon awarding shall be non-modifiable in the Contract Negotiation phase, and will be for such purposes included in the Contract, just like

the other contractual conditions eventually communicated by BONATTI to the Supplier in the preliminary phases of the Event.

Failure to undersign the Contract at the conditions included in the Bid – based upon which the Supplier has been recognized as the Bid winner - due to such a Bid winner's default or cause – holds the Supplier liable for reimbursement to BONATTI of any and all damages, without prejudice to any other BONATTI's rights pursuant to the applicable law.

In case BONATTI and the Supplier do not enter into the Contract for whichever other reason within the terms of validity of the Bid, BONATTI will have the right to proceed at any time – even after the definitive notice of award – to the withdrawal of the definitive notice of award and to formalize a new award to one of the Suppliers taking part in the Event, which will take on the obligations as described in this section for all intents and purposes.

In case of a technical fault or technological, telephone connection, and/or recording devices related to the Portal malfunctioning that may compromise the regular management of the Event, BONATTI has the faculty to evaluate the suspension of the Event until any necessary fixing and recovery actions are carried out. It is to the discretion of BONATTI – in such cases – to proceed to the cancellation or restart of the Event, even after its conclusion, without taking on – in any case – any liability towards the Suppliers.

In case of suspension and/or restart as described in the above paragraph, the date and time of the restart of the Event, as well as its residual duration, will be communicated by BONATTI, with a prompt notice given to the Suppliers, directly from the Portal.

In addition to the cases indicated above, the Supplier acknowledges and accepts that BONATTI reserves the right – at its sole and undisputable discretion – to suspend and/or cancel the Event at any time, even after its conclusion, simply by means of a notice given to the Suppliers at their e-mail addresses and/or through the Portal, without becoming subject to any liability.

The suspended Event will resume starting from the last Offer issued by the Participants and registered by the Portal, barring technical problems. Withdrawal by the Participant will result in their exclusion from the Selection Procedures that may be underway. In the event that the Participant's withdrawal occurs after the award of a Selection Procedure in his favor, but before acceptance by the Buyer, it will be considered a unilateral revocation of the irrevocable proposal and therefore the Participant will be required to pay compensation for damages. immediately by the Buyer. Withdrawal does not entail any costs to be borne by the parties, except as stated above.

In the specific case of interruption of the connection to the BONATTIment Portal by one or more Participants, JAGGAER has the right, after consultation with BONATTI and in compliance with the principles of equal treatment, transparency, good faith and correctness, to proceed with the suspension of the 'Event, allow its reopening even after its conclusion or continue its execution by inserting the Offers into the Portal using the offline operating mode without incurring in any case any liability towards the Participants.

BONATTI reserves the right, at its undisputable discretion, to exclude the Suppliers pleading responsible for, or charged responsibility for breach of the obligations described in this document and/or in BONATTI General terms and conditions signed by the Suppliers, without becoming subject to any liability towards the said Suppliers but reserving BONATTI's right to be refunded of any suffering and suffered damages as a consequence to such exclusion. The exclusion of Suppliers from participation to the Event shall occur by means of a simple notice sent to the Suppliers' e-mail address and/or through the Portal.

Each Supplier commits towards BONATTI to maintain the Bids fixed for the entire planned duration of the Event and thus for the entire period necessary for the award and the agreement upon the Contract.

Once the closing date of an Event has been reached, the Participant who has issued an offer is

not permitted to exercise the right of withdrawal.

Participants accept that for the entire duration of the Events, and for the purposes of their conduct, their closure, their award and their possible interruption, suspension, resumption and/or cancellation, the Offers issued, the communications made, the time official and the elapsed time will only be those recorded by the Portal and by the other recording and telecommunications equipment of JAGGAER, and that such recordings constitute full proof of the facts and circumstances represented.

If the Dynamic Negotiation originates from a previous Request for Offer carried out through the Portal, the Participants recognize and accept that the Offers inserted in the Request for Offer may constitute, at the discretion of BONATTI, the first RfO each Participant included in the subsequent Dynamic Negotiation.

The provisions relating to each Event are specific to each individual Event and can be consulted by each Participant by accessing the event itself via User ID and Password.

5. SUPPLIER'S OBLIGATIONS AND GUARANTEES

The Supplier hereby undertakes to and guarantees to BONATTI:

- a) to access and use the Portal in strict observance of the rules and methods established by BONATTI, in accordance with the applicable laws and for the sole purpose allowed by BONATTI;
- b) to not hamper the appropriate performance of the Event by means of unlawful or anti-competitive behaviour or practices, as well as ones damaging third party rights, including but not limited to price fixing and other conditions pertaining to specific Suppliers or damaging others, issuance of abnormal Bids, and declaration of false, partial, or misleading information;
- c) to process the data and information eventually acquired by means of and/or as a consequence of access to the Portal as strictly private and confidential and, accordingly, to commit to not communicating or transferring such data to any third party;
- d) to use and configure its software and hardware so as to allow the maximum IT security possible in the use of the Portal, and in any case to allow security standard that are not inferior to the ones adopted for its own reserved data;
- e) to keep the data inserted constantly updated, for the purpose of a suitable compliance with the supplier register and all the related processes and events;
- f) to preserve the ownership and availability of the goods and/or services regarding the Bid for the entire duration of the Event;
- g) to provide a precise, honest, truthful, complete, correct and not misleading description of the goods and/or services regarding the Bid;
- h) to not provide goods and/or services: with an unlawful or doubtful origin; counterfeited, thus breaching the rights of third parties and/or national and international industrial and intellectual property standards; of any nature, whose commercialization is prohibited by the law or regulations.

The Participants recognize that JAGGAER provides, autonomously and independently, exclusively an assistance and licensing service for the Portal, but does not take part or intervene in the negotiations aimed at the conclusion of any contract resulting from the negotiation events. Any contract deriving from the Event, as well as its negotiation, conclusion, and execution, occurs solely between the Participants and BONATTI, and such negotiation, conclusion or non-conclusion, and execution JAGGAER is completely foreign.

Participants undertake to indemnify and hold harmless JAGGAER, BONATTI, their directors, employees and/or agents, from any claim, complaint, legal action of any nature for damages

suffered because of their behaviour in using the Portal and/or in the conduct of the Events.

Participants undertake to behave during the Event in compliance with the procedures, obligations and principles that regulate it. Each Participant undertakes towards BONATTI to maintain the Offers for the entire duration of the Event and for the period indicated from time to time in the documentation and detailed specifications present in the information sections of the Portal.

6. RIGHT TO CANCEL THE ACCESS

BONATTI has the right to revoke the Supplier's access to the Portal by cancelling it from its vendor management system and interrupting the eventual ongoing activities in case of breach by the Supplier of even a sole obligation under this document and/or of the conditions under BONATTI General Terms and Conditions signed by the Supplier, or more generally in case of breach of laws or of third party rights. This without prejudice to BONATTI's right to being indemnified for any damages suffered as a result of the aforementioned breach.

BONATTI shall communicate to the Supplier its eventual decision as described above in writing by means of fax or e-mail, which shall be confirmed by means of registered mail or PEC.

7. LIMITATIONS OF LIABILITY

BONATTI shall not be held liable in any way for any damages suffered by the Supplier consequently to use, malfunction, delayed or failed access and/or the interruption or suspension of use of the Portal, including but not limited to losses of commercial opportunities, lost income, loss of data, and reputational damage. The said limitation will also take effect in cases including, but not limited to:

- a) force majeure events (i.e. interruption of the electric line/telephone line/web network caused by third parties, strikes, corporate disputes, wars, reasons related to the State or civil/military authority, embargos, vandalism, acts of terrorism, epidemics, pandemics, floods, earthquakes, fires, or other natural disasters);
- b) misuse of the Platform by the Supplier;
- c) functional defects of the web connection devices used by the Supplier;
- d) faults in the NOME BONATTIE IT systems, telecommunication devices, and/or technological systems.

The Supplier acknowledges and accepts that:

- a) BONATTI reserves the right to interrupt and/or suspend its use of the Portal and/or cancel its registration and enabling at any time and at its own incontestable discretion – as specified above – upon a simple notice given to the Supplier without becoming subject to any liability towards the Supplier;
- b) the Portal may be used by the Supplier for the sole and exclusive purposes of this document; the Supplier thus waives any contractual expectations from BONATTI, including but not limited to the conclusion or non-conclusion of commercial agreements, the awarding or non-awarding of orders, projects, or similar, as a consequence of the registration in the vendor management system register or – generally speaking – the use of the Portal by the Supplier;
- c) the Portal shall be used as it is, without any guarantees of any nature;
- d) the obligations possibly accepted by BONATTI for the purposes of this document represent obligations related to means and not obligations of result;
- e) BONATTI does not guarantee the access, truthfulness, completeness, compliance with the law, and respect of third party rights of the contents of third party websites eventually reached by means of links present on the Portal.

BONATTI and its Suppliers respectively acknowledge that the Contract is between one and the other party, and that JAGGAER is completely unrelated to the Contract. Moreover, BONATTI and the Suppliers hereby recognize that JAGGAER independently and exclusively provides a support and licensing service for the use of the Platform, but does not take part in the negotiations related to the possible Contract agreement.

8. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

The contents of the Portal and the related software used are under the exclusive ownership of BONATTI or are licensed to the latter by third parties and are protected – on a case by case basis – by author's rights or other intellectual property rights provided for by the Italian law and/or foreign law to them from time to time applicable.

The Supplier commits to not violating BONATTI's industrial and intellectual property rights, including those related to the Portal and other information and data included in the Portal. Consequently, it guarantees to not download, reproduce, transfer, sell, or distribute the content or data available on, or received by means of, the Portal, in full or in part and for all purposes, without prior written authorization by BONATTI and for purposes other than consenting access to and use of the Portal.

The Supplier states and guarantees to:

- have the full and exclusive ownership of the names, trademarks, brands, and other distinguishing marks present on the Portal, and that their use by BONATTI – consequent to the Supplier's access to the Portal – does not breach any third party's rights, nor breach any applicable laws and/or regulations;
- have full legal ownership and availability of the data and contents eventually provided to BONATTI as a consequence to the access to the Portal, and that their use by BONATTI shall not represent a breach of any third party's right, nor a breach in the applicable laws and/or regulations and, in this scope, commits to indemnify BONATTI from any liability related to any judicial or extrajudicial request or expectation by third parties.

9. PERSONAL DATA PROTECTION

The use of the Platform by the Participant involves the processing of their personal data. In compliance with the provisions of current legislation on the matter, the Participant declares, by signing these General Conditions, to have read the Information on the processing of personal data provided pursuant to articles. 13 and 14 of Regulation (EU) 2016/679 and authorizes BONATTI, as Data Controller, to process their personal data for the purposes and in the manner described therein.

As data controller, BONATTI shall process - with or without the means of technological tools - the personal data communicated by the Supplier in compliance with applicable legislation related to the processing of personal data. BONATTI will act directly and/or by means of major companies expressly appointed as data supervisors, as per what foreseen at article 28 of the GDPR, and solely for the purposes outlined hereunder:

- a) the creation of a Supplier and potential Supplier database;
- b) the use of the Platform and the provision of the related services, including the performance of the activities related to the Supplier selection processes, management of relationships with the Suppliers and the negotiation, completion, and performance of contracts with Suppliers, also by means of Auctions;
- c) the fulfilment of national, EU, and international legal obligations and/or regulations; as well as the fulfilment of compliance and audit activities;

- d) whenever expressly authorized by the Supplier, for the sending of notices related to the services offered by BONATTI;
- e) safeguard of BONATTI's rights, in any judicial proceedings.

BONATTI undertakes to act in accordance with the principles and obligations established by current legislation on the protection of personal data and, in particular, Regulation (EU) 2016/679 and Legislative Decree. 196/2003 and subsequent amendments, as well as in compliance with the general and special provisions adopted by the Guarantor for the protection of personal data.

Further details related to Data processing for the purposes described in letters a), b), c), d) and e), such as the legal basis, the processing methods and the data retention term for the different purposes, the rights of the interested party, as well as the contacts of the Data Controller, are detailed in the Privacy Policy, which the Supplier shall read and declare to accept before continuing the registration process.

10. NOTICES

Any notice related to this document shall be sent as follows:

- a) if to the Supplier, to the e-mail address provided by the latter to BONATTI
- b) if to BONATTI, at the following e-mail address: bonatti.support@nemoconsulting.it

11. CHANGES TO THIS DOCUMENT

The Supplier acknowledges that BONATTI may update the Registration, Access, and Use Terms and Conditions for the Portal at any time, upon prior notice to the Suppliers at the addresses indicated in clause 10.

Changes go without prejudice to the Supplier's faculty to request its cancellation from the Portal following the notice described in the previous paragraph. In any case, continuation of the use of the Portal by the Supplier shall be deemed as acceptance of the changes applied.

It is hereby understood that the acceptance of changes by the Supplier shall not be partial and must concern their full description.

12. CONFIDENTIAL NATURE OF COMMERCIAL INFORMATION – IT SECURITY

The data and information inserted on Portal shall be treated by BONATTI and the Suppliers as strictly confidential and reserved.

BONATTI and the Suppliers shall apply the most suitable technical and procedural adjustments in order to guarantee IT security.

13. JAGGAER OBLIGATIONS

JAGGAER has committed to guaranteeing the availability and access to the Platform 24/7 and in any case during regular working hours, committing to the recovery of its functioning in case of interruption.

14. APPLICABLE LAW AND COMPETENT COURT

This document is ruled by the Italian law. Any and all disputes arising in connection with the interpretation, execution, and/or termination of the relationship deriving from the acceptance of this document is reserved to the exclusive jurisdiction of the court of Milan (Italy).

The Participant declares to have carefully read and specifically approved the agreements contained in the following articles: Art. 6 (right to revoke access); Art. 7 (Obligations and guarantees of Participants), Art. 8 (Limitations of liability), Art. 9 (Industrial and intellectual property rights), Art. 14 (Applicable law and competent court).