

GENERAL CONDITIONS FOR SRB SUPPLIER PORTAL USE

1. INTRODUCTION

- 1.1 SRB S.p.A. with registered office at Strada per Fiume Piccolo, 10, Brindisi (BR) (SRB) use the SRB Supplier Portal <https://euosrb.geo.app.jaggaer.com> (Portal) in order to communicate and/or exchange information and documents and/or negotiate the purchase of goods and services as Buyer(s) (Buyer(s)).
- 1.2 SRB Portal is hosted on servers located in EU, the same will be governed by Italian law.
- 1.3 The Portal is exclusively addressed to professional operators who use the Portal as part of their professional activity (Business to Business, B2B). The Supplier declares and guarantees not to hold the status of consumer, on the basis of the legal definition pursuant to art. 3 of the Consumer Code - Legislative Decree 6 September 2005, n.206 as subsequently amended.

2. SCOPE

- 2.1 These general conditions (General Conditions) set out the terms and conditions under which Suppliers (third parties, operating within the range of their own business) utilize the Portal.
- 2.2 The Portal provides the Supplier with the possibility to:
- (i) take part, when invited, in dynamic negotiation,
 - (ii) be addressed with request for quotation
 - (iii) participate to other events
- Delivery and payment of the goods and/or services will take place by virtue of the contractual conditions in force between the parties or, in the absence, by virtue of the conditions that will be agreed from time to time between SRB and the Supplier (Contractual Provisions). In any case, delivery and payment will not be made electronically.
- 2.3 The services available on the Portal, the use of the same by the Supplier and the manner of concluding the contract are governed by the Contractual Provisions, as well as by these General Conditions. In the event of a conflict between the General Conditions and the Contractual Provisions, the latter will prevail.
- 2.4 Acceptance of these General Conditions is mandatory for the registration and use of the Portal.

3. PORTAL REGISTRATION

- 3.1 The mandatory condition for using the Portal is to be registered in the Portal by completing the requested information (Registration Data) in the dedicated section of the Portal. Upon registration, the Supplier shall choose an identification code(s) (User Id) and will be granted a Password (Password). By completing the Registration Data the Supplier agrees to abide by all the General Conditions set forth below. The registration shall be deemed complete upon receipt of Password and User ID and acceptance of these General Conditions.
- 3.2 User ID and Password are strictly personal and non-transferable. The Supplier pledges not to disclose them to third parties, to store and protect them with the utmost care. In the event that the Supplier comes

to know that the User Id/Password have been/might have been divulged disclosed or discovered by a third party, the Supplier must modify immediately the password. In addition, the Supplier agrees to immediately log-out from the account at the end of each session. The Supplier shall be held solely accountable for the use of the Portal by third parties and, in any case, shall immediately notify SRB in case of theft or loss of User Id or Password. Moreover, the Supplier declares and guarantees that the persons who access the Portal in the name and on behalf of the Supplier, using the credentials granted to the Supplier, have every power to operate and to legally commit the Supplier towards SRB. SRB will not, therefore, be in any way responsible towards the Supplier or against any third party of the consequences deriving from unauthorized access.

4. OBLIGATIONS AND GUARANTEES OF THE SUPPLIER

- 4.1 With regards to Portal use, the Supplier agrees to: (i) comply with the terms and conditions set forth in the General Conditions and its Attachment 1 and 2; (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.
- 4.2 With regards to Portal use, the Supplier declares and guarantees the full ownership rights to and the availability of all data, information and contents provided to SRB. The Supplier also guarantees that the use of such data, information and content pursuant to the General Conditions shall not constitute breach of any third party's rights, laws and/or regulations.
- 4.3 It is the Supplier's responsibility to comply with the system requirements: hardware, software, Internet Connectivity to access the Portal
- 4.4 The Supplier acknowledges and agrees that all Registration Data, as well as the data and information provided subsequently through the Portal, shall be entered in a database set up by SRB and of SRB's exclusive ownership.

5. SRB LIMITATION OF LIABILITY AND ABSENCE OF WARRANTIES

- 5.1 The Supplier uses the Portal under his/her sole responsibility at his/her own risk. SRB shall in no way be deemed liable for any damage to the Supplier as a result of the use, 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.
- 5.2 The Supplier acknowledges and accepts that: (i) SRB 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 SRB hereunder are a best endeavours obligation and by no means an obligation to achieve any result; (iv) SRB does not guarantee the legal capacity and/or the good faith of any user of the Platform; (v) SRB 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. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

- 6.1** The Portal, its contents and the software (inclusive of data base) are SRB's exclusive property, or licensed from a third party, and are protected by copyright and / or other intellectual property rights
- 6.2** The Supplier agrees to not download, reproduce, transmit, sell or distribute, in whole or in part, in any form or fashion, the contents of Portal without SRB's specific written authorisation. In particular, the Supplier agrees to not use and reproduce for any reason SRB's trademarks and logos and to not refer to SRB as its commercial partner unless specifically authorized by SRB.
- 6.3** The Supplier acknowledges that the data base set up by SRB according to art. 4.4. is SRB's exclusive ownership.
- 6.4.** The Supplier further acknowledges and accepts that all the information provided by SRB through the Portal or available at Websites related to the Events are strictly confidential and cannot be disclosed to third parties without SRB's written authorisation and for any other purpose than that of allowing access to the Portal and its use.

7. MISCELLANEA

7.1 NOTIFICATIONS

All communication will be managed using the relevant sections of the Portal and/or (i) towards the Supplier, the email address/phone/fax that the Supplier has provided as Registration Data (ii) towards SRB at the registered address of the SRB entity/ies to whom the communication refers.

7.2 AMENDMENTS TO GENERAL CONDITIONS SRB reserves the right to modify these General Conditions at any time. SRB shall notify the amendment of General Conditions to Supplier at the address/number set out at art. 7 (i) above and shall also publish on the Portal a warning thereof. Amendments to General Conditions shall come into force as of the date indicated in the notification or in the communication as provided above and in any case no earlier than 15 days from the communication. Such amendments are deemed to have been tacitly and unconditionally accepted by the Suppliers through continued use of User ID and/or participation in Events

In case Suppliers do not accept amendments to the General Conditions, they shall withdraw from General Conditions and consequently refrain from continuing using User ID and the Portal.. If any provision is held to be

invalid, null or for any reason unenforceable, this condition will not however affect the validity and effectiveness of the other provisions.

7.3 APPLICABLE LAW AND JURISDICTION

These General Conditions are regulated and must be interpreted in accordance with Italian law. SRB and Supplier agree that any dispute arising out of or relating to this General Conditions, including any matter regarding its existence, validity interpretation and or execution shall be submitted to the exclusive jurisdiction of the Court of Bologna, Italy.

7.4 PRIVACY RULES

All information provided by the Supplier shall be processed by SRB according to the principles provided by privacy rules and, in particular, according to D.lgs of 30 June, 2003, No 196, as amended and supplemented, to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as amended and supplemented as well to those rules that, in the event, will be enacted, also at national level, in compliance with such Regulation. More information are available on the Third party privacy information notice attached under Annex 1.

8. . LANGUAGE

These conditions are drafted into English. Suppliers expressly acknowledge to have fully understood the content of this document.

The Supplier hereby specifically accepts provisions provided at art. 4, 5, 6. 7.2 and 7.3

Annex 1 - Third Party Privacy Information Notice

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SRB S.p.A. with registered office at Strada per Fiume Piccolo, 10, Brindisi (BR), Italy ("**Data Controller**"), may collect and process, even through its affiliates and/or external collaborators, personal data of the provider, such as his or her name and surname, contact details, fiscal and banking data, only for administrative and accounting purpose, for entering into and for the performance of the contract to which You are a party, as well as for compliance with legal obligations.

The aforesaid personal data may be solely disclosed for the purposes identified above to determined third parties, among others, legal consultants and accountants, banks, transport service providers, affiliated companies, subsidiaries and parent companies, within the limits set by the aforesaid data processing purposes or for reasons of internal organization. Other subjects may become aware of the personal data in their capacity as data processors or persons appointed for the processing, as is the case for our employees assigned to the necessary tasks for the performance of the contract You have subscribed, and the data processors appointed by the company and instructed according to specific data processing agreement.

The processing of the above indicated personal data is necessary for **enabling compliance with legal and contractual obligations** and failure to provide such personal data shall hinder the execution and management of Your contractual relationship with the Data Controller.

The provider's personal data are processed through **electronic and manual means** for the purposes indicated above. Such personal data are **stored** by the Data Controller and by possible personal data processors only for the compliance with the mentioned obligations of the company and for the time strictly necessary for the purposes for which the data is collected, and are kept under appropriate security technical and organizational measures to ensure the integrity and confidentiality of the data. Where the necessity to process the provider's personal data ceases, his or her data will be erased or will adequately be rendered anonymous, unless their storage becomes necessary for longer periods for reasons of public interest.

Some of the third parties to whom we disclose the provider's personal data may be established outside the European Union. If the recipient of the personal data is established in a country which does not ensure an adequate level of protection, the company will adopt all appropriate safeguards to ensure that the personal data transfer outside the EU be adequately protected as required by the applicable personal data protection law (e.g. the EU Standard Contractual Clauses).

The provider can at any time **exercise his or her rights** pursuant to Art. 15 ff. of Regulation (EU) 2016/679, e.g. to access to the personal data, to verify the source, the accuracy, to request their completion, update, rectification, cancellation portability and the restriction of and opposition to their processing. The provider also has the right to lodge a complaint with the competent supervisory authority. Data subject's right, and any request of additional information, can be exercised, with no formalities, at Strada per Fiume Piccolo, 10 Brindisi (BR), Italy.