

**SUPPLIER TERMS AND CONDITIONS FOR PARTICIPATION IN EVENTS
CONDUCTED THROUGH THE TECHNOLOGICAL PLATFORM OF FEDRIGONI GROUP**

1. INTRODUCTION

Fedrigoni Group. (Hereafter **Fedrigoni**) is a license to use the purchasing portal <https://fedrigonigroup-portal.app.jaggaer.com> (hereinafter the **Portal**).

2. SCOPE

2.1 The scope of this agreement (**Supplier 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 in events (the **Events**), organized by Fedrigoni, through the technological platform (the **Platform**), licensed to Fedrigoni.

2.2 The implementation of Events shall be governed by the FEDRIGONI Supplier Conditions. The acceptance of Supplier Conditions is mandatory for the registration on the Portal.

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

3.1 The mandatory condition for utilizing the Platform is registration to the Fedrigoni Platform (the **Platform**). To this purpose, the Supplier shall communicate to Fedrigoni, truthful and accurate personal information and any other details deemed necessary or useful by Fedrigoni 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 Fedrigoni 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 Fedrigoni in case of their theft or loss.

3.4 Following the activation of *User ID* and *Password*, the Supplier, 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 Fedrigoni installation and configuration of Supplier's hardware and software are the sole responsibility of the Supplier.

3.5 The conduct of Events shall be governed 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 Registration form on the Platform.

3.7 Fedrigoni 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 access features to the Operating Accounts. It is understood that Fedrigoni 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 and in the documentation from time to time made available in the specific information areas; (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 Platform utilization, the Supplier declares and guarantees full ownership rights to and the availability of all data, information and contents provided to Fedrigoni. 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 Fedrigoni 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 herein 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 Fedrigoni and the Supplier shall have the right to withdraw from the Agreement at any time following a communication sent via PEC or registered letter 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 (where applicable).

6. LIMITATION OF LIABILITY AND ABSENCE OF WARRANTIES

6.1 Fedrigoni 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.

6.2 The Supplier acknowledges and accepts that: (i) Fedrigoni 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 Fedrigoni hereunder are a best endeavours obligation and by

no mean an obligation to achieve any result; (iv) Fedrigoni does not guarantee the legal capacity and/or the good faith of any user of the Platform; (v) Fedrigoni 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, Fedrigoni shall in no case be liable to any compensation for damages in relation to any Event the request for compensation is referred 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 Fedrigoni'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 Fedrigoni'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 Fedrigoni on an exclusive-ownership basis.

7.4 During the whole Contract duration, the Supplier grants to Fedrigoni, free of charge and without geographical limitation, the nonexclusive right to use one of more of its distinctive marks in order to perform the obligations hereunder (the **Distinctive Marks**).

8. SAFEGUARDING PERSONAL INFORMATION

8.1 All information provided by the Supplier shall be processed by Fedrigoni in compliance with the legislation governing the safeguard of personal information (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;

(c) communications in relation to the services offered by Fedrigoni, 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 Fedrigoni for:

- the objectives stated in a) and b)
- the objectives stated in c)

8.4 The party bearing ownership rights to all personal data shall be Fedrigoni, to whom the Supplier shall turn in order to exercise its rights under the Privacy Law, through a written notification to the address reported in the next point.

9. NOTIFICATIONS

All communications pertinent to the Agreement shall be submitted:

For what concerns Suppliers, via e-mail, to the address the Supplier has provided to Fedrigoni upon registration.

For what concerns Fedrigoni via e-mail to the address that will be made available if necessary.

Notifications may also be sent by Certified e-mail (PEC) or by registered letter with acknowledgement of receipt, concerning the Supplier, to the address the Supplier has provided to Fedrigoni; concerning Fedrigoni, to the address that will be communicated if there is need.

10. AMENDMENTS TO GENERAL CONDITIONS

10.1 The Supplier acknowledges that Fedrigoni can amend the General Conditions at any point in time through a notification via e-mail to the Supplier as mentioned in Art. 9.

10.2 The Amendments shall be understood to have been tacitly accepted by the Supplier should Fedrigoni 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 Fedrigoni and Suppliers as strictly confidential and reserved.

11.2 Both Fedrigoni and Suppliers 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 Any litigation relating to the interpretation, execution or resolution of the Agreement in respect of a specific Event, shall be addressed in accordance with the National legislation and assigned to the exclusive jurisdiction of the Court of the City in which the Fedrigoni company that has initiated the Event has its main offices.

12.2 Any litigation relating to the interpretation, execution or resolution of the Agreement, not referred to a specific Event, shall be addressed in accordance with the National legislation and assigned to the

exclusive jurisdiction of the Court of the City in which the Fedrigoni company that has initiated the Event has its main offices.