

# **Reale Group**

## **Annex 2 - Participation Regulations**

### **PART I: RECITALS, GENERAL PRINCIPLES, AND COMMON PROVISIONS**

#### **1. RECITALS AND GENERAL PRINCIPLES**

- 1.1** Dynamic negotiation consists of a mechanism for electronically defining some essential elements for concluding commercial transactions, such as the dynamic definition of the price and other contractual conditions that are necessary depending on the type of contract that will be defined (hereinafter **Dynamic Negotiation**).
- 1.2** Offer invitations consist of the request to send and the consequent submission, entirely electronically, of a binding quote and/or of a binding description of the terms and technical and commercial conditions (the **Offer Invitation** or **RDO**).
- 1.3** Dynamic Negotiation and Offer Invitations are conducted by **REALE GROUP** and one or more Suppliers, each subject operating within the context of its own business, institutional, or professional activities and being registered in REALE GROUP's Suppliers' directory, via the entering of Offers on the Platform.
- 1.4** These Participation Regulations establish the methods for conducting Dynamic Negotiation, Offer Invitations, and any other event that can be held via the use of the Platform, as well as the obligations and rules that REALE GROUP and the Suppliers must comply with throughout each Event. Additional special provisions regarding the holding of each Event, which are binding for the Suppliers, will be indicated in any Publication Letter and in the special Platform information sections.
- 1.5** The general principles that regulate the holding of the Events and the participation in the same are: equality of conditions for the participants, transparency, good faith, fairness, confidentiality of the information exchanged, and compliance with the law.
- 1.6** For greater clarity, the terms that begin with a capital letter, but are not explicitly defined in these Participation Regulations, have the meaning attributed to them in the General Terms and Conditions for Participation.

#### **2. COMMUNICATIONS RELATING TO THE EVENTS**

- 2.1** The actions and communications exchanged between REALE GROUP and Suppliers, at every stage of the Event (including the preliminary stages, its holding, the award, and any suspensions, terminations, re-openings and/or cancellations), can be carried out using two different operating methods, which can also be combined: a) online; b) offline. The actual availability of both operating methods is at the discretion of REALE GROUP and REALE GROUP and the Suppliers are obliged to use the available method.
- 2.2** The online operating method requires that the Suppliers enter their data and Offer, communicate with REALE GROUP, and express their intent by clicking on the special icons available on the Platform and/or by using the Platform messaging tool.
- 2.3** The offline operating methods require that REALE GROUP and the Suppliers communicate by conveying and receiving information and data, as well as their own instructions and declarations of intent, via fax, email, or telephone.

#### **3. PRELIMINARY STAGES**

- 3.1** REALE GROUP, in order to create an Event, must send the data indicated as mandatory (the Mandatory Data) to the pre-chosen Suppliers, and also has the right to send additional data, including in the form of attached files (the Optional Data).
- 3.2** REALE GROUP, having sent the Mandatory and Optional Data (the Data), may access it via their own staff folder (the Staff Folder), available on the portal where the Event is held.
- 3.3** It is the Supplier's obligation, before the beginning of each Event, to inspect the Data available in the Staff Folder. The beginning of the Event, in the absence of a preventive, specific communication from REALE GROUP, which explicitly contests or rejects the content of the Staff Folder, implies a complete and unconditional acknowledgement and acceptance of all the Data available there.
- 3.4** REALE GROUP forwards to the Suppliers, via the Platform messaging system, an invite to participate in the same Event, thus making the Data in the invited Suppliers' staff folders available (the Suppliers' Staff Folders), as long as these are registered in REALE GROUP's Suppliers directory and authorised to participate in the Events.
- 3.5** REALE GROUP can, at its discretion, subject one or more Suppliers' participation in the Events to the release, by said Suppliers, of adequate guarantees.
- 3.6** REALE GROUP has the right to change the Data, including the Platform configuration parameters, before the beginning of the Event (the Changes), notifying the Suppliers of this via the platform messaging system.
- 3.7** The Suppliers' acceptance of REALE GROUP's invitation to participate in the Event occurs implicitly via the issue of an Offer when the Event takes place and participation in the same implies the complete and unconditional

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acknowledgement and acceptance both of the Data and of the Changes, including acceptance of the Platform parameter configuration options defined by REALE GROUP.

#### **4. HOLDING OF EVENTS - COMMON PROVISIONS**

- 4.1** REALE GROUP and the Suppliers accept that for the entire duration of the Event, including the preliminary stages and subsequent ones, and for the purposes of its being held, its closing, its award, and any termination, suspension, re-opening and/cancellation thereof, the Offers issued, the communications made, the official schedule, and the time passed will only be those recorded by the Platform of REALE GROUP and by the rest of the telecommunication equipment of the same and of BravoSolution Italia S.p.a., which makes the technology available, and that these recordings constitute full proof of the events and circumstances recorded.
- 4.2** In case of disagreement, the Offers actually issued and entered on the Platform will take precedence over what is contained in files, attachments, and other documents sent or, in any case, made available by the Suppliers for the entire duration of the Event.
- 4.3** The Suppliers accept that the Platform does not enable them to see the identity of the other Suppliers while the Event is being held.
- 4.4** REALE GROUP communicates the awarding or non-awarding to Event participants after the closing of the Event, and after an adequate period of time has passed for the necessary technical checks. Any telematic communication regarding the awarding and/or non-awarding of the Event held on the Platform at the end of the Event must, for all purposes, be understood as provisory and subject to technical verification and, therefore, will not constitute an obligation in relation to the Suppliers for REALE GROUP, an additional and explicit conformation in this sense being necessary.
- 4.5** Each Event is configured according to the Platform parameter configuration options chosen by REALE GROUP. The parameter configurations that are applied to each Event are defined in the Suppliers' Staff Folders, in the Platform information sections, and/or in the Publication Letter. The Suppliers' participation in the Event implies their complete acknowledgement of the configuration options set by REALE GROUP and their unconditional acceptance thereof.
- 4.6** If the Dynamic Negotiation originates from a previous Offer Invitation, REALE GROUP and the Suppliers recognise and accept that the Offers entered during the Offer Invitation may constitute, at the discretion of REALE GROUP and following communication to the Suppliers, the first Offer of each Supplier entered in the subsequent Dynamic Negotiation.

## **PART II: DYNAMIC NEGOTIATION EVENTS**

#### **5. HOLDING OF DYNAMIC NEGOTIATION - SPECIAL PROVISIONS**

- 5.1** Each Dynamic Negotiation takes place through the issue and entering, both online and in real time, of successive, decreasing Offers by Suppliers until the closing of the Event, according to the methods for holding it and the Platform parameter configuration options defined in the Publication Letter and in the Platform information sections.
- 5.2** REALE GROUP reserves the right to not accept the Offer of the Supplier, which is ten or more minimum decrements (as defined during the configuration of the Platform parameters) lower than the amount of the last Offer issued during the Event by one or more Suppliers (the Anomalous Offer). In this case, BravoSolution, which will assist REALE GROUP in holding the Dynamic Negotiations, informs the Supplier about the Anomalous Offer it issued and REALE GROUP reserves the right to delete it, communicating this to the Supplier that issued the Anomalous Offer, and has the right to prevent the same Supplier from participating further in the Dynamic Negotiation. It is, in addition, REALE GROUP's right to establish a different definition of Anomalous Offer for each Event and, in any case, to exclude Offers that may present substantive anomalous features from the Event.
- 5.3** REALE GROUP has the right to attribute weighting coefficients to the Offers that Suppliers issue during the Event, which REALE GROUP establishes with total discretion based on different elements, which can vary according to the Supplier and the nature of the commercial proposal, such as, by way of non-limiting example, the technical features and the quality of the products offered, the terms and guarantees of payment, the delivery methods, etc. (the Weighting Coefficients). If the Weighting Coefficients are applied at an Event, REALE GROUP's exercise of this right is made known to the Suppliers. The Weighting Coefficients cannot be changed from the beginning of the Event and, therefore, are fixed and invariable for the entire duration until the award thereof. The Suppliers accept that they will not be made aware of the Weighting Coefficients. If the Event takes place with the application of the Weighting Coefficients, the amounts of the Offers issued during the Event by the other Suppliers are displayed to each individual Supplier as they are after the application of the Weighting Coefficients.

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- 5.4** REALE GROUP has the right to pre-define a starting price for the Event (Base Price) and a price that, when reached or exceeded, could initiate REALE GROUP's awarding the Event (Reserve Price).
- 5.5** The Dynamic Negotiation closes on the date and at the time defined by REALE GROUP according to the parameters applied to each Event as indicated in point 4.5 above, using the pre-defined closing mechanism, without prejudice to REALE GROUP's absolute and full power of discretion to award, or not, the event that results from the special communication written by the same.

#### **PART III: OFFER INVITATION EVENTS AND OTHER EVENTS**

##### **6. HOLDING OF OFFER INVITATION - SPECIAL PROVISIONS**

- 6.1** Each Event takes place through the online issue and entering of Offers by Suppliers until the closing of the Event, according to the methods for holding it and the Platform parameter configuration options defined in the specific documentation for the Event and in the Platform information sections.
- 6.2** Sending the invitation to Suppliers constitutes the start of the Event.
- 6.3** The Event concludes on the date and at the time defined by REALE GROUP according to the parameters applied to each Event as indicated in point 4.5 above.
- 6.4** Each Supplier has the right to formulate and send one or more Offers in the period of time between the start and closing date and time for the Event. It is understood that the last Offer of each Supplier that is sent to REALE GROUP before the closing date of the Event is considered by the same for the purposes of the award.
- 6.5** Irrespective of the configuration options chosen by REALE GROUP, the Offers are evaluated at the discretion of REALE GROUP and, at the end of the Event, REALE GROUP has the discretionary right to not accept any Offer of the Suppliers and/or to not award the Event.
- 6.6** Following the closure of the Event, REALE GROUP informs those Suppliers that sent one or more Offers of the outcome of the Event and of any conversion into a subsequent Dynamic Negotiation.
- 6.7** Following the closure of the Event, REALE GROUP has the right to display, via the Website or otherwise, the Offers received and/or the results obtained during the Event to all the Suppliers that participated.
- 6.8** REALE GROUP has the right to award the Event to one or more Suppliers that participated in the Event, including at a different price to that indicated in the Offer that was sent. It is understood that, in this case, the winning Supplier has the right to refuse to be awarded the Event. Should the Supplier decide to accept the award, the price is agreed upon between REALE GROUP and the Supplier, with each party having the right to conduct such negotiation, availing themselves of the Platform messaging tool.
- 6.9** REALE GROUP has the right to hold other types of events, with some similar features to the Offer Invitation (for example, requests for information), defined hereinafter as RFx Events.
- 6.10** If RFx Events are held, the provisions contained in Parts I and IV are applied to the same and, as far as compatible, the provisions in Part III of the Participation Regulations. Any special provisions relating to each specific RFx Event, such as exceptions to the Participation Regulations, additional definitions and methods for holding the events, are indicated in the specific documentation for the event and/or in the Platform information sections.
- 6.11** By participating in an RFx Event, the Supplier completely and unconditionally accepts the rules for holding it contained in the Participation Regulations, where applicable, in any Publication Letter and/or in the specific documentation for the Event, and/or in the Platform information sections.

#### **PART IV: FINAL PROVISIONS COMMON TO ALL TYPES OF EVENT**

##### **7. SUSPENSION AND/OR CANCELLATION OF THE EVENT**

- 7.1** REALE GROUP reserves the right, at its unquestionable discretion, to suspend and/or cancel the Event at any time, even subsequent to its conclusion, via mere communication of such to the Suppliers' email address, without incurring any liability.
- 7.2** REALE GROUP reserves the right, at its unquestionable discretion, to eject Suppliers from participating in the Event should they be responsible for, or accused of, breaches of the obligations set forth in articles 1.5, 5.2, 8, and 10, without incurring any liability in relation to them, reserving in these cases the right to compensation for further damages. The ejection of Suppliers from participating in the Event takes place via mere notification of such to their email address.
- 7.3** If one or more Supplier's connection to the Platform is disrupted, for any reason, REALE GROUP has the right, at its unquestionable discretion, to suspend the Event, enabling the re-opening thereof even after its conclusion, or to

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continue to hold it by means of entering the Offers on the Platform using the offline operating methods, according to the provisions set forth in article 2.3, without, in any case, incurring any liability in relation to the Suppliers.

- 7.4** In the case of suspending and/or re-opening set forth in the above paragraph, the date and time of the Event's resumption, as well as the remainder of its duration, will be indicated by REALE GROUP providing timely notification of such to the Suppliers. Unless otherwise agreed, the Event will resume based on the last Offer issued by the Suppliers and recorded by the REALE GROUP systems, which must be considered valid for all purposes.

#### **8. COMMITMENTS AND GUARANTEES OF REALE GROUP AND SUPPLIERS**

- 8.1** REALE GROUP and the Suppliers agree between them on the methods and times with which to check, according to fairness and good faith, that the goods and/or services offered comply with the description made of them and have the qualities that the Suppliers promised.
- 8.2** The Suppliers accept REALE GROUP's right to make Suppliers' participation in the event conditional upon the prior release of adequate guarantees to prove the Offers' seriousness and irrevocability.
- 8.3** REALE GROUP and the Suppliers undertake to adopt all technical precautions and measures to protect the security of commercial data and information exchanged during the Event and to prevent non-authorised third parties from accessing the same.
- 8.4** The Data may constitute essential elements for the contract that may be concluded upon the outcome of the Event between REALE GROUP and the winning Supplier (the Agreement).
- 8.5** REALE GROUP declares, and the Suppliers recognise and accept, that the Agreement exists, just like its negotiation, conclusion, and execution occur, solely between them and that BravoSolution Italia S.p.a. is completely extraneous to said negotiation, conclusion, or failure to conclude.
- 8.6** REALE GROUP declares, and the Suppliers recognise and accept that, BravoSolution Italia S.p.a. supplies, autonomously and independently, exclusively services relating to assistance in using and the right to use the Platform, and that it does not take part, nor intervene, in discussions aimed at concluding the Agreement.

#### **9. COMMITMENTS AND GUARANTEES OF REALE GROUP**

- 9.1** During the Event, REALE GROUP undertakes to behaving in compliance with the procedures, obligations, and principles set forth in the General Terms and Conditions for Participation and in the Participation Regulations.
- 9.2** REALE GROUP has the right to make the signing of the Agreement or its efficacy conditional upon the fulfilment of all the conditions that may be set forth in any Publication Letter or, in any case, in other agreements signed with the Suppliers.

#### **10. OBLIGATIONS AND GUARANTEES OF THE SUPPLIERS**

- 10.1** During the Event, and in relation to REALE GROUP, the Suppliers undertake to behave in compliance with the procedures, obligations, and principles set forth in the General Terms and Conditions for Participation, and in these Participation Regulations, and/or in the Publication Letter.
- 10.2** In relation to REALE GROUP, each Supplier undertakes to keep the Offers unchanged and irrevocable for the entire duration of the Event and for the period necessary for its award and for signing the Agreement, but, in any case, unless otherwise agreed between the parties, not for more than 180 (one hundred and eighty) days from the last scheduled date for presenting the Offer. In the case of an Offer Invitation with subsequent Dynamic Negotiation, each Supplier also commits to keeping the Offers unchanged for the entire duration and awarding of the Dynamic Negotiation.
- 10.3** The winning Supplier commits to concluding the Agreement with REALE GROUP. Failure to sign the Agreement will result in REALE GROUP's having the right to compensation for damages.
- 10.4** Should the winning Supplier refuse, for any reason, the award of the Event or, in any case, not conclude the Agreement with REALE GROUP, the Suppliers recognise that REALE GROUP has the right to proceed, at any time, including subsequent to the definitive notification of the award, with the withdrawal of said definitive award and with a new award to one of the Suppliers participating in the Event that will assume, for all purposes, the obligations set forth in article 10.3.
- 10.5** The Suppliers undertake, in relation to REALE GROUP, to:
- a) keep the ownership and availability of the goods and/or services offered for the entire duration of the Event and subsequently until the definitive award and signing of the Agreement;
  - b) provide a precise, faithful, truthful, correct, and not misleading description of the goods and/or services offered;

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- c) not disrupt the fairness of the Event through behaviours or practices that are anti-competitive or that infringe the law, regulations, and/or rights of third parties, such as, merely by way of non-limiting example, fixing prices and other conditions between Suppliers, to the detriment of others, issuing Anomalous Offers, etc.;
- d) not offer goods and/or services with illegal or dubious origins; that are forged in breach of the rights of third parties and/or national and international regulations regarding the protection of industrial and intellectual property; of any kind the sale of which is forbidden by law or regulations;
- e) offer goods and/or services produced and/or dispensed in compliance with Legislative Decree no. 81/2008, with respect for the environment and those standards regulating this area, exhibiting, if necessary, certifications in their possession.

#### **11. CHANGES TO THE PARTICIPATION REGULATIONS**

- 11.1** The Suppliers acknowledge and accept that REALE GROUP may change the Participation Regulations at any time by publishing a notice on the portal or via an email sent to the Suppliers.
- 11.2** Changes to the Participation Regulations enter into force with the date indicated in the notice or in the communication set forth in the previous paragraph, but, in any case, with advanced notification of no less than 15 days, and will be understood to be tacitly and unconditionally accepted by the Suppliers when they continue to use their User ID and/or to participate in Events.
- 11.3** Without prejudice to the Suppliers' right to withdraw from the General Terms and Conditions for Participation following the notice or communication set forth in article 11.1.