

REALE GROUP

General Terms and Conditions for Participation

1. RECITALS

1.1 Società Reale Mutua di Assicurazioni and the companies listed in Annex 1 (hereinafter also “**REALE GROUP**”) holds the right to use the portal <https://eprocurement.realegroup.eu> (hereinafter: the Portal)

2. SUBJECT

2.1 The purpose of this document (General Terms and Conditions for Participation) is to define the terms and conditions to which certain subjects, operating in the context of their business, institutional, or professional activities (Supplier or Suppliers), may participate, on invitation, as Suppliers, in dynamic negotiation and offer-inviting events, as well as in other events that can be held via the Platform, as hereinafter defined (the Events), organised by REALE GROUP, which will take place via the technological platform used by the same REALE GROUP (the Platform).

2.2 The “Participation Regulations” (the Regulations), Annex 2 to these General Terms and Conditions for Participation, regulate the holding of the Events, and any other event that can be held via the REALE GROUP Platform. The General Terms and Conditions for Participation and the Regulations constitute the whole contractual agreement between each Supplier and REALE GROUP (the Contract).

3. REGISTRATION ON REALE GROUP WEBSITE - PARTICIPATION IN EVENTS

3.1 A precondition for participating in the Events is registration on the website that REALE GROUP holds the right to use (the Website). To this end, the Supplier communicates to REALE GROUP, in a truthful and accurate way, its own data and every piece of information that REALE GROUP believes to be necessary or useful to identify it (Registration Data).

3.2 On registering, the Supplier chooses one or more identification codes (User ID) and one or more passwords (Password) are assigned to them. Registration is understood as complete when the Password and User ID are activated by REALE GROUP.

3.3 User IDs and Passwords are strictly personal and cannot be transferred. The Supplier undertakes not to divulge them to third parties and to store them and protect them with maximum diligence and is held to be solely responsible for their use by third parties, undertaking, in any case, to immediately notify REALE GROUP of any theft or loss thereof.

3.4 Once the User ID and Password have been activated, the Supplier may, if invited, participate in

Events via a standard personal computer, equipped with an ordinary browser, connected to the phone network to access the Internet, in accordance with the minimum technical requirements communicated by REALE GROUP. The purchase, installation, and configuration of their own hardware and software remain the sole responsibility of the Supplier.

3.5 The holding of the Events is also regulated by, in addition to the Regulations, any invitation letter for the Event or series of Events (the Publication Letter) and by the provisions and definitions contained in the relevant Platform information sections.

3.6 REALE GROUP grants the Supplier the right to:

- (i) authorise additional subjects to use the Platform (the Operating Accounts);
- (ii) revoke the authorisation, broaden, or restrict the scope of the rights granted to the Operating Accounts. It is understood that REALE GROUP will be able to refuse requests to activate and extend Operating Accounts held by the Supplier, at its complete discretion.

4. THE SUPPLIER'S OBLIGATIONS AND GUARANTEES

4.1 With reference to the use of the Platform, the Supplier commits to:

- (i) comply with the terms and conditions indicated in the General Terms and Conditions for Participation, in the Regulations, and in the specific documentation for the Event and/or in any Publication Letter;
- (ii) not engage in behaviours or practices that are anti-competitive or that infringe the law, regulations, and/or rights of third parties, and not to spread false, misleading, or illegal information;
- (iii) treat the data and information relating to each Event as strictly private and confidential;
- (iv) use and configure their software and hardware so as to ensure the Events' cybersecurity;
- (v) not use information of any type (quantitative, technical, or commercial, etc.) provided by REALE GROUP for reasons other than the creation of the Offer, as defined below. The material regarding Events cannot be copied or divulged to third parties other than the Supplier. Any exceptions to what is indicated above must be authorised, in writing, by REALE GROUP. In addition, the Supplier will have to ensure complete confidentiality in managing the information in their internal processes.

These conditions remain valid even after the end of the selection process.

- (vi) maintain the highest ethical standards. The internal policies and rules of conduct must ensure REALE GROUP's protection so that employees and legal representatives may not make, receive, or offer any

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type of gift, treatment, or payment that involves REALE GROUP staff. Any incentive used to obtain concessions on this or other selection processes with REALE GROUP will result in the Supplier's immediate expulsion.

4.2 With regard to using the Platform, the Supplier declares and ensures that it has the full ownership or access to the data, information, and content that may be provided to REALE GROUP and/or to the Purchaser and that REALE GROUP's use thereof, pursuant to the Contract, does not breach any third party right nor any laws and/or regulations.

4.3 The Supplier is strictly prohibited from publicising or, in any case, spreading any type of information relating to the Events, without REALE GROUP's explicit authorisation.

The Supplier undertakes to respect the obligations set out above, even following the expiry of the Contract.

4.4 All the documentation in the Supplier's possession, as well as the results of its revision for the purposes of preparing and presenting the Offer, as defined below, (this being understood to include the proposal documents, meeting minutes, any POCs and the results of any assessments), are to be understood as the exclusive property of REALE GROUP.

4.5 Should the Supplier need to sub-contract activities, it must explicitly indicate the activities that will be entrusted to other subjects and the subjects involved.

4.6 The technical and financial conditions that the Supplier communicates during the selection process (the Offers) will remain valid and irrevocable for 180 (one hundred and eighty) days from the last scheduled date for presenting the Offer.

4.7 Failure to comply with the methods for completing and submitting the Offer, or failure to abide by the specified times, will constitute grounds for penalisation at the evaluation stage, as well as potential grounds for being excluded.

5. EXPRESS TERMINATION CLAUSE - RIGHT OF WITHDRAWAL

5.1 REALE GROUP has the right to terminate the Contract if the Supplier fails to fulfil even just one of the obligations set out in articles 4, and 7.2, or if the Supplier is subject to any bankruptcy proceedings (without prejudice to what is sanctioned by Royal Decree no. 267/1942 and subsequent amendments and supplements).

5.2 Without prejudice to what is set forth in the following article, 5.3, REALE GROUP and the Supplier have the right to withdraw from the Contract at any time by prior written notice to be sent via fax or email, with confirmation by registered letter with return receipt.

5.3 The Supplier may not exercise its right to withdrawal while an Event is being held in which it is participating, including during the award stage.

5.4 REALE GROUP will also have the right to withdraw, with immediate effect, from the Contract if the sanctions set forth in Legislative Decree no. 231/2001 and/or in Legislative Decree no. 231/2007, and subsequent amendments and supplements, are applied to the Supplier.

6. LIMITATIONS OF LIABILITIES AND ABSENCE OF GUARANTEES OF REALE GROUP

6.1 REALE GROUP is not in any way liable for any harm that the Supplier incurs from the use, malfunctioning, delayed or failed use and/or termination or suspension in the use of the Platform, including loss of commercial opportunities, missed earnings, loss of data, harm to image, requests for compensation and/or claims by third parties, caused by: (a) "Acts of God", being understood to mean, by way of example, an event including the following: power cut or telephone or internet connection failure due to third parties, strikes, industrial disputes, wars, reasons of state or civil or military authorities, embargos, acts of vandalism or terrorism, epidemics, floods, earthquakes, fires and other natural disasters;

(b) the Supplier and/or by the Purchaser's incorrect use of the Platform;

(c) malfunctioning of the connection equipment used by the Supplier and/or the Purchaser;

(d) breakdowns in IT systems, telecommunications equipment, and/or REALE GROUP's technology systems for a duration of no more than 30 days.

6.2 The Supplier acknowledges and accepts that:

(i) REALE GROUP reserves the right to terminate and/or suspend use of the Platform and/or withdraw registration and authorisation at any time, following mere communication to the Supplier without incurring any liability in relation to them;

(ii) the Platform can be used as is, without guarantees of any kind; the Supplier, however, renounces any guarantee, explicit or implicit, including, merely by way of example, the guarantee of its suitability for a specific use or purpose;

(iii) the obligations that REALE GROUP assumes pursuant to the Contract constitute relative rather than absolute obligations;

(iv) REALE GROUP does not guarantee the ability to act and the good faith of those who use the Platform;

(v) REALE GROUP does not guarantee access to, or the truthfulness or completeness of, or the compliance with the law and respect for the rights of third parties

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of content on websites to which links on the Websites could connect.

6.3 Without prejudice to what is set forth in the above paragraphs and articles, REALE GROUP cannot, in any case, be asked to compensate for damages in relation to the Platform and any Events managed on it.

6.4 All expenses incurred by the Supplier when preparing replies, presentations, and any activity undertaken, including any POCs, are incurred by the Supplier alone. REALE GROUP does not authorise nor reimburse any expense.

6.5 The negotiating events do not represent REALE GROUP's commitment to assign a contract. Therefore, REALE GROUP reserves the right to award the supply in question, at its own incontestable discretion, to the Supplier submitting the best Offer in financial and qualitative terms, or to not proceed with any award, or to award the supply partially or fully to a single Supplier or to sub-divide the award between different Suppliers, according to its own needs, without this giving rise to any claim for compensation in relation to REALE GROUP.

7. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

7.1 The content and information offered to the Supplier through the Website, the Platform, and the software used are the exclusive property of REALE GROUP, or granted by licence from third parties to the same, and are protected by copyright or by other intellectual property rights (including rights to databases).

7.2 The Supplier undertakes not to download, reproduce, transmit, sell, or distribute, in whole or in part, for any reason, content and information available on the Website or received via the Platform, without the authorisation, expressed in writing, of REALE GROUP and for purposes other than enabling access to the Website and the use of the Platform.

7.3 The Supplier accepts that the Registration Data, as well as the data and information subsequently provided, will be entered into a database created by REALE GROUP and solely belonging to it.

8. COMMUNICATIONS

8.1 Any communication relating to the Contract must be sent to the Supplier, via email, to the address that the Supplier communicates to REALE GROUP upon registration.

8.2 Communications can also be made via fax or registered letter with return receipt, to the Supplier at the address the latter communicates to REALE GROUP, using the "Help" section that can be found on the website <https://eprocurement.realegroup.eu/>

9. CHANGES TO THE GENERAL TERMS AND CONDITIONS FOR PARTICIPATION

9.1 The Supplier accepts that REALE GROUP may change the General Terms and Conditions for Participation at any time by means of a notification via fax or email.

9.2 Changes are to be understood as being tacitly accepted by the Supplier if REALE GROUP does not receive, within 15 days from sending the communication set forth in article 9.1, notification from the Supplier of their intention not to accept them. In any case, the continued use of the Platform is considered as indicating acceptance of the changes made.

9.3 It is understood that the Supplier's acceptance of the changes cannot be partial and must be understood to refer to the whole of the same.

9.4 The Supplier retains the right to withdraw from the Contract following the notification described in Art. 9.1.

10. CONFIDENTIALITY OF COMMERCIAL INFORMATION - CYBERSECURITY

10.1 The commercial data and information relating to the holding of each Event are treated by REALE GROUP as strictly confidential and private.

10.2 REALE GROUP adopts the most appropriate technical and procedural measures in order to guarantee cybersecurity while Events are held.

11. APPLICABLE LAW AND PLACE OF JURISDICTION

11.1 For any dispute that may arise regarding the interpretation, execution, or termination of this Contract, the Court of Turin shall have jurisdiction to the exclusion, contractually accepted, of any other court.

STAMP AND SIGNATURE OF SUPPLIER

The Supplier declares that it has carefully read and specifically approved what is stipulated in the following articles:

- (i) of the General Terms and Conditions for Participation: Art. 3.6 (Nomination of the Principal Account), Art. 3.7 (Nomination of Operating Accounts), Art. 4 (Obligations and guarantees of the Supplier), Art. 5 (Express

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termination clause - right of withdrawal), Art. 6 (Limitations of liabilities and absence of guarantees of REALE GROUP), Art. 7 (Industrial and intellectual property rights), Art. 9 (Changes to General Terms and Conditions for Participation), Art. 11 (Applicable law and place of jurisdiction);
(ii) of the Participation Regulations: Art. 4 (Holding of Events – Shared Provisions), Art. 5 (Holding of Dynamic Negotiation – Particular provisions), Art. 6 (Holding Offer Invitations – Particular provisions), Art. 7 (Suspension and/or cancellation of the Event), Art. 10 (Commitments and guarantees of the Supplier), Art. 11 (Changes to the Participation Regulations).

LEGAL REPRESENTATIVE

STAMP AND SIGNATURE OF SUPPLIER

DATE

Annex 1: List of companies
Annex 2: Participation Regulations

SUPPLIER'S BUSINESS NAME

_____]

REPRESENTED BY:

NAME: [_____

SURNAME: [_____
