

CONDITIONS FOR REGISTRATION ON GRUPPO ICM PORTAL

1. INTRODUCTION

- 1.1 ICM S.p.A. is the owner of the purchasing portal Gruppo ICM (the **Portal**).
- 1.2 ICM S.p.A. and/or its subsidiaries (indicated onto the webpage gruppoicm.app.jaggaer.com) operates the Portal as a buyer (ICM or the Buyer).

2. SCOPE

- 2.1 The scope of the present Conditions for Registration on ICM (the **Conditions for Registration**) 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, when invited, in dynamic negotiation, request for quotation as well as other events (the **Events**), organized by ICM as Buyer, through JAGGAER's Technological Platform (the **Platform**), featuring proprietary hardware and software licensed by BravoSolution Italia S.p.A.
- 2.2 The implementation of Events shall be governed by the "Regulations governing participation in a Dynamic Negotiation, Request for Quotation and all other Events performed through ICM Portal" (the **Regulations**) annexed to the Conditions for Registration. The Conditions for Registration and the Regulations shall represent the full and complete Agreement between each Supplier and ICM (the **Agreement**) in respect of the use of the Portal and implementation of and/or participation to the Events.

3. REGISTRATION TO THE PORTAL – PARTICIPATION IN EVENTS

- 3.1 The mandatory condition for utilizing the Platform is registration and qualification to the Portal. To this purpose, the Supplier shall communicate to ICM, truthful and accurate personal information and any other details deemed necessary or useful by ICM 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 ICM 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 ICM in case of their theft or loss.
- 3.4 Following the activation of *User ID* and *Password*, the Supplier, where invited, 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 ICM. Purchase, installation and configuration of the Supplier's hardware and software are the sole responsibility of the Supplier.
- 3.5 The implementation of Events shall be governed, in addition to the Regulations, by a letter of publication, if any, specific to the Event or to a series of Events (the **Letter of Publication**) as well as by the provisions and definitions published online in the relevant information sections of the Portal.
- 3.6 The Supplier shall designate a party authorized to operate onto the Platform (**Main Account**) by specifying his/her name in the appropriate space provided in the onboarding phase.
- 3.7 ICM grants the Supplier the right to: (i) authorise other persons to operate onto the Platform (the **Operating Accounts**); (ii) cancel such authorisation, extend or limit feature access to the Operating Accounts. It is understood that ICM 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 regards to Platform utilization, the Supplier agrees to:
 - (i) comply with the terms and conditions set forth in the Conditions for Registration, the Regulations and the Letter of Publication;
 - (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 ICM. The Supplier also guarantees that the use of such data, information and content by ICM 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 ICM 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 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 ICM and the Supplier shall have the right to withdraw from the Agreement at any time following a communication sent via fax or via e-mail and confirmed through registered mail 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.

6. ICM LIMITATION OF LIABILITY AND ABSENCE OF WARRANTIES

- 6.1 ICM 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, caused by:

- (a) "Force Majeure", that is to say, by way of example only: failure of power supply or telephone lines or network connection caused by third parties, strikes, industrial unrest, wars, government or civil or military reasons, embargoes, acts of vandalism and terrorism, epidemics, floods, earthquakes, fires and other natural disasters;
- (b) incorrect use of the Platform by Supplier;
- (c) flaws in the connectivity equipment used by Supplier;
- (d) breakdown of ICM's information technology systems, telecommunications and/or computing equipment for a period of time not exceeding 30 days.

6.2 The Supplier acknowledges and accepts that: (i) ICM 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 it 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 ICM hereunder are a best endeavours obligation and by no mean an obligation to achieve any result; (iv) ICM does not guarantee the legal capacity and/or the good faith of any user of the Platform; (v) ICM 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 onto the Portal;

7. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

- 7.1** The contents and information provided to the Supplier through the Portal are ICM's property, the Platform and the software shall be JAGGAER's property, or licensed to ICM, 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 Portal or received via the Platform without ICM's specific written permission and for any purpose other 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 ICM on an exclusive-ownership basis.

8. NOTIFICATIONS

- 8.1** All communications pertinent to the Agreement shall be submitted to:
 - (a) concerning the Supplier, via e-mail, to the address the Supplier has given to ICM upon registration;
 - (b) concerning ICM, via e-mail, to the address reported in the Portal
- 8.2** Notifications may also be sent by fax or by registered mail with acknowledgement of receipt to the address the Supplier has provided to ICM reported in the Portal.

9. AMENDMENTS TO SUPPLIER CONDITIONS

- 9.1** The Supplier acknowledges that ICM can amend the Conditions for Registration at any point in time through a notification published on the Portal.
- 9.2** The Amendments shall be understood to have been tacitly accepted by the Supplier should ICM 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.
- 9.3** It is understood that the Supplier's acceptance of amendments shall not be partial and shall refer to them as a whole.
- 9.4** However, following the notification mentioned in Art. 10.1, above, the Suppliers maintains the faculty to withdraw from the Agreement.

10. CONFIDENTIALITY OF COMMERCIAL INFORMATION – INFORMATION TECHNOLOGY SECURITY

- 10.1** The data and commercial information relating to the implementation of each Event shall be treated by ICM as strictly confidential and reserved.
- 10.2** ICM shall adopt the most suitable technical and procedural measures in order to guarantee information technology security during the course of the Events.

11. APPLICABLE LEGISLATION AND COURT OF LAW

- 11.1** Controversies relating to the interpretation, execution or resolution of the Agreement, shall be addressed in accordance with Italian legislation and assigned to the exclusive jurisdiction of the Court of Vicenza

The Supplier hereby acknowledges subsequent to careful reading to specifically accept the provisions contained in the following Articles: Art. 3.6 (Designation of Main Account), Art. 3.7 (Activation of Operating Accounts), Art. 4 (Obligations and Guarantees of the Supplier), Art. 5 (Termination – Disclaimer of Agreement), Art. 6 (ICM's Limitation of Liability and Absence of Warranties), Art. 7 (Industrial and Intellectual Property Rights), Art. 10 (Amendments to the Conditions for Registration), Art. 12 (Applicable Legislation and Court of Law).