

REGULATION FOR THE REGISTRATION TO THE AGOS DUCATO S.P.A. VENDOR MANAGEMENT AND FOR THE SUPPLIERS' PARTICIPATION TO NEGOTIATIONS

The present Regulation disciplines modalities of access and participation to Agos Ducato S.p.A. Vendor Management and requirements for the permanence in it.

The user, potential Supplier, who wants to register to Agos Ducato S.p.A. Vendor Management, shall enter into the portal through the web site www.agosducato.bravosolution.com.

INTRODUCTION

- a. Agos Ducato S.p.A. is an authorized company for financial activities according to the article 106 Legislative Decree. 385/93, number of registration 5373 and subject to supervision of Banca d'Italia according to the article 107, Legislative Decree 385/93 - number of registration 19309.4, registered to the register of Payment Institutions according to the article 114 septies of the Testo Unico Bancario (Italian Consolidated Banking Act), insurance intermediary registered to the Registro Unico degli Intermediari Assicurativi e Riassicurativi (Italian Insurance Brokers' Register) under section D (number of registration D000200619) (hereinafter Agos Ducato);
- b. With the present Regulation Agos Ducato wants to ensure an uniform, systematic and precise application of the Suppliers' selection criteria, using an instrument of support to the counterpart evaluation process, articulated through typologies and categories;
- c. Agos Ducato, in order to achieve the purpose explained in the previous point, created a computer archive in order to identify the economic operators considered adequate for the participation, on Agos Ducato invitation, to Suppliers' selection procedures and with whom negotiate contracts for the purchase of goods or for the provision of services;
- d. The present document disciplines modalities of access and enrollment and registration to Agos Ducato S.p.A. Vendor Management and requirements for the permanence in it.

1. DEFINITIONS

The following definitions shall be understood for terms both in singular and plural forms and are integral and substantial part of this document.

Account: Natural person selected by the Supplier in his/her company organization and authorized to enter into the portal, in function of his/her role and position

Vendor Management: It's the computer archive created and managed by Agos Ducato, in which are collected all general and specific information about the registered Suppliers

Ethical Code: all the ethical principles, duties and responsibilities that Agos Ducato assumes towards subjects who collaborate with it and whose respect is expected from them too. The Ethical Code is included in the "Model 231" adopted by Agos Ducato in conformity with dispositions according to the Legislative Decree 231/2001

Credentials: The identification code (*user id*) and password given to the Supplier at the moment of the Registration in the Portal.

Suppliers: Economic operators specialized in the supply or the performance of services and works that requires the Enrollment to the Vendor Management according to modalities and in the forms indicated in the present Regulation

Confidential Information: Information of any type, including company information that has economic value, secret information (including, by way of example but not of limitation, commercial, financial and management data and documents, present on every stand), about Agos Ducato's business and products

License: It's the contract with which the Company grants Agos Ducato the non-exclusive use of the Platform.

Platform: The technologic platform granted through License Agreement to Agos Ducato by the Company and of property of this last one.

Portal: The area created on the Platform, to which the Suppliers access in order to register to the Vendor Management. It is possible to enter into the portal through the web site www.agosducato.bravosolution.com.

Qualification Questionnaires: The questions to which the Supplier has to answer during the Registration, in order to check the Requisites and identify eventual documents that the Supplier shall send to Agos Ducato to complete the process of enrollment to the Vendor Management

Registration: The necessary measures to access the Portal

Regulation: The present document, whose main purpose is to discipline the access procedure and the endurance of the Vendor Management

Requisites: General and professional capacity requisites. The enrollment to the Vendor Management depends on these requisites.

Company: Bravo Solution S.p.A, company specialized in *e-procurement* and in planning and supply of informatic solutions for the management of electronic transactions, and owner of the Platform.

2. VENDOR MANAGEMENT

2.1 Registration to the portal

In order to present the request of enrollment to the Vendor Management, the Supplier shall register in advance to the Portal and ask for Credentials qualification.

The Registration will be completed at the moment of the qualification of the above mentioned Credentials by Agos Ducato. However Agos Ducato reserves the right, in discretional way, of refusing the qualification request, of revoking them or limiting the access capability linked to the Account.

2.2 Enrollment to the Vendor Management

In order to proceed with the enrollment, the Supplier has to fill the whole Qualification Questionnaires and attach documents required by Agos Ducato in electronic format.

The information submitted through the filling of the above mentioned questionnaires and the attached documents will be evaluated by Agos Ducato in order to identify the Requisites. The filling of the Qualification Questionnaires, together with the required documents, doesn't automatically activate the enrollment and will be evaluated by Agos Ducato.

After the evaluation, the Supplier may be asked to provide other documents to certify what was declared in the completed Qualification Questionnaires, in addition to the eventual availability to allow Agos Ducato to inspect the premises.

In case the documents are incomplete or irregular Agos Ducato has the right to consider the Supplier not adequate and to refuse his/her enrollment.

After a positive evaluation, the Supplier will be registered in the Vendor Management.

It is expressly understood that the registration to the Vendor Management doesn't imply the establishment of any juridical relations between the Supplier and Agos Ducato, but it is an exclusive essential requisite for the participation to eventual tenders, published by Agos Ducato in order to start negotiations for the subscription of contracts for the supply of goods and/or services.

Agos Ducato reserves the right to start negotiations and/or subscribe contracts with economical operators who are not registered on the Vendor Management. The access to the Vendor Management or the use of it by the Supplier is valid as a confirmation of knowledge by this last one of the present Regulation, including next modifications and/or integrations.

2.3 Permanence in the Vendor Management

Agos Ducato will make periodical checks, also sample tests, in order to verify if Suppliers are still in possession of the registration Requisites, if the declarations registered during the registration phase are still valid and the respect of the provisions in the present Regulation.

Agos Ducato reserves the right to ask in any moment to update the information registered in the Qualification Questionnaires and the provided documents.

In order to remain in the Vendor Management, every economical operator shall promptly communicate to Agos Ducato in writing to the address and according to the modalities reported to the following article 6, every variation to the provided information and to the declarations provided during the enrollment.

Performances provided by the Supplier after the award of the tender (performance of works and /or supply of goods and/or provision of services) will be monitored in order to verify the correspondence to the technical-operative Requisites required to the Supplier by Agos Ducato.

2.4 Suspension from Vendor Management

Agos Ducato can suspend the efficacy of the registration to the Vendor Management in the following situations:

- a. the Supplier provided a non-truthful and misleading description of his/her organization and company structure and of goods and/or services provided;
- b. the Supplier didn't communicate to Agos Ducato variations of the company structure;
- c. the Supplier non definitely lost his/her Requisites requested by Agos Ducato for the registration and permanence in the Vendor Management;
- d. negligent execution of services and supply;
- e. investigations underway – also criminal procedures – for responsibility about irregularity in the performance of services or supply or non-fulfillment of obligations assumed towards employees;
- f. in the cases reported in the

following article

3.3. 2.5 Cancellation from Vendor

management

a. Agos Ducato reserves the right to cancel, in every moment and without notification, from the Vendor Management the registered Supplier:

- a. who repeats behaviors as described to the previous article 2.4 a), d), and e).
- b. who acts in such a way to disturb the correct and transparent performance of the selection or who had anti-competitive or against the law, regulations or third parts' rights practices;
- c. who is subject to bankruptcy, closure, ceased activity; criminal proceedings for economic crimes; who sells, rents or sets into closure the company or grants the management to third parties;
- d. in case of violation of Agos Ducato Ethical Code;
- e. in case of permanent loss of one or more Requisites required by Agos Ducato for the registration and permanence in the Vendor management;
- f. in case of diffusion of Confidential Information;
- g. in case of verified violation to labor previsions about work relations;
- h. in case of absence of an affirmative answer to at least two invitations to participate to Agos Ducato tenders;
- i. the Supplier can in every moment and without notification present to Agos Ducato request to be cancelled from the Vendor Management to the addresses and according to the modalities in the article 6.

3. Legislative Decree 231/2001 – Ethical Code Observance

3.1 The Supplier declares to have read and to know the content of “Modello 231” (Model 231) which includes the Ethical Code written by Agos Ducato in respect of the law about administrative offence of the legal person depending on crime committed by administrators, employees and/or collaborators, available on the web site www.agosducato.it.

With reference to the fulfillment of activities described in the Regulation, the Supplier declares and guarantees: (i) to have given and realized dispositions to his/her administrators, employees and/or collaborators to prevent the commission, even if only tried, of behaviors against the law and gives his/her obligation towards Agos Ducato to maintain those dispositions, all efficiently realized, for the whole period of validity of the Vendor Management registration, (ii) to give his/her obligation towards Agos Ducato, for everything involved with the registration to the Vendor Management, to follow the principles of the Ethical Code and the Model 231; and (iii) to indemnify and held Agos Ducato harmless from any claims, claim for compensation and/or protests from third parts and deriving from the non-respect of the dispositions in the present article.

3.2 The parties agree that the non-compliance, even if partial, of declarations, guarantees and obligations here indicated that could reasonably cause negative consequences for Agos Ducato, is violation to the Regulation and gives faculty to Agos Ducato to proceed with the cancellation of the Supplier from the vendor Management, providing compensation for eventual damages, such as, by way of example but not of limitation, those deriving from the application to Agos Ducato of sanctions foreseen by the above mentioned Decree.

3.3 In the event of news from which it is possible to deduce this non-compliance, waiting for verification or Law results, Agos Ducato has faculty of suspending the registration to the Vendor Management. In case information is derived from means of communication, the exercise of the above mentioned power shall be allowed in case information is confirmed by a formal act from the Juridical Authority and/or is otherwise confirmed by the Juridical Authority.

Agos Ducato reserves the faculty of performing controls on the Supplier in case there is the reasonable suspicion that the Supplier may have violated the above mentioned dispositions of the Regulation.

4. Treatment of Personal Data

4.1 The Supplier undertakes to handle Agos Ducato data (hereinafter *Data*) acquired during the procedures of registration to the Vendor Management only for the aims linked to the achievement of Regulation purposes.

4.2 Data must be treated by the Supplier according to modalities that guarantee the security and that avoid their lost or the illegitimate disclosure. In any case, the Data treatment shall be performed by the Supplier in strict compliance with the *pro tempore* valid legislation about confidentiality protection of personal data (Legislative Decree 196/2003 and next changes and integrations), where applicable concerning Data, and to ensure the right conservation and to avoid the loss, the accidental destruction, the communication and diffusion for other purposes than the achievement of the Regulation purposes, taking every appropriate measures about it. In particular, the Supplier shall adopt, according to the knowledge acquired on the base of the technical development, the data nature and the specific characteristics of the performed activities, all the suitable technical and organizational measures to ensure the Data protection, with particular reference to the adoption of physical and/or logical defense according to the current law.

4.3 The Supplier shall immediately destroy the Data when the purposes that justify their treatment are achieved, and in any case on request of Agos Ducato, with the exception of the hypothesis in which the conservation of Data is necessary to fulfil the legal or regulatory obligations

4.4 The Supplier undertakes to indemnify and hold harmless Agos Ducato from any damage, cost, penalty, prejudice, protest, any claim from third parts and in any name, deriving from the violation by the Supplier of above mentioned obligations relating to the Data treatment.

5. Changes to the Regulation

Agos Ducato reserves the right to modify the present Regulation if it is necessary for the correct creation and management of the Vendor Management. In case the Regulation changes, Agos Ducato shall promptly notify the Supplier, by publishing a message on the Portal.

In case the Supplier doesn't want to accept the new conditions, he/she has the right to ask the cancellation to the addresses and according to the modalities indicated at the following article 6.

6. Communications

Any communication related to the provisions explained in the present Regulation or related to the Vendor Management will be valid if communicated according to the following modalities:

- to the Supplier through publication of the communication on the Portal by Agos Ducato;
- to Agos Ducato through email sent to the address: albofornitori@agosducato.it