

SUPPLIER ACCESS TERMS

EFFECTIVE DATE: 24 September 2021

Your access to and use of the Solutions made available by JAGGAER, LLC and its subsidiaries ("JAGGAER" or "we") is subject to these Supplier Access Terms ("Supplier Terms").

WHEN YOU USE THE SOLUTIONS, YOU REPRESENT AND WARRANT TO JAGGAER THAT YOU ARE AUTHORIZED AND AGREE TO THESE SUPPLIER TERMS ON BEHALF OF YOUR ORGANIZATION. IF YOU DO NOT ACCEPT, THEN DO NOT USE THE SOLUTIONS.

1. DEFINITIONS

In these Supplier Terms:

"Customer" means the legal or natural person that enters into a separate written agreement with JAGGAER for access to and use of the Solutions.

"JAGGAER Information" means information, graphics, artwork, text, photographs, video, audio, trademark, logo and other content (but not Supplier Data) displayed or otherwise contained in the Solutions, including information about the Solutions, technology or interface features of the Solutions, communications, notices and updates by or to JAGGAER, and data related to or derived from operating and monitoring access to and use of the Solutions.

"Solutions" means the software-as-a-service applications and related services that JAGGAER makes available to Customers. When we refer to Solutions in these Supplier Terms, we mean the JAGGAER Solution(s) accessed or used by you.

"Supplier" means the legal or natural person that wishes to connect with Customers through the Solutions.

"Supplier Data" means the Supplier name and other registration information, transactions, sales and other information you input in the Solutions, including personal data.

"Supplier User" means an employee, contractor or other representative authorized by Supplier to access and use the Solutions. A natural person who is a Supplier and not a representative of Supplier organization also is a Supplier User. References to "you" in these Supplier Terms mean you as the Supplier User or the Supplier, as appropriate.

2. ADDITIONAL SUPPLIER TERMS MAY APPLY

Additional terms and conditions may apply to certain features of the Solutions. You must agree to the additional terms before using the features to which they apply. These Supplier Terms and the additional terms will apply equally unless an additional term is inconsistent with these Supplier Terms, in which case the additional term will prevail but solely to the extent of the inconsistency. Such terms and conditions ("Additional Supplier Terms") are set forth in Annex A hereto.

3. CHANGES TO SUPPLIER TERMS

The Effective Date of these Supplier Terms is set forth above. JAGGAER may update these Supplier Terms from time to time in its sole discretion, including to add new Solutions or features to existing Solutions or Additional Supplier Terms. JAGGAER will post in the Solutions, or provide advance written notice of, changes to these Supplier Terms. Your continued use of the Solutions after the Effective Date constitutes your acceptance of the then-current Supplier Terms. Updated Supplier Terms supersede all previous versions of such terms. However, any change to the dispute resolution provision will not apply to any outstanding dispute for which we have actual notice before an update date.

4. PRIVACY

Please review our Services Privacy Policy at: <https://www.jaggaer.com/service-privacy-policy/> to learn about the information that we collect from or about you when you use the Solutions and how we process it. We reserve the right at all times to disclose information

as we deem necessary to defend our legal rights, satisfy applicable law or respond to a government regulator's request.

5. USE OF THE SOLUTIONS

Subject to these Supplier Terms, JAGGAER grants you a personal, revocable, non-exclusive, non-transferable, limited right to access and use the Solutions and JAGGAER Information for your internal business purposes only. JAGGAER reserves the right to view, monitor, record and analyze activity in the Solutions to the fullest extent permitted by applicable law and our Services Privacy Policy.

The Solutions and JAGGAER Information are owned by JAGGAER or its licensors and protected under both U.S. and foreign copyright, trademark and other laws. Nothing contained in these Supplier Terms grants by implication, estoppel or otherwise, any license or right in or to JAGGAER's trademarks, logos or service marks, patents, trade secrets or other intellectual property embodied in the Solutions or JAGGAER Information.

You acknowledge that no implied licenses are granted under these Supplier Terms and JAGGAER reserves all rights that are not expressly granted in these Supplier Terms.

Your Account.

If you create an account through the Solutions, you agree to (i) provide and maintain true, accurate, current and complete information, (ii) protect the confidentiality and security of your account credentials, and (iii) use the Solutions and information you access through the Solutions in accordance with these Supplier Terms. You are responsible for all activities that occur through your account using your account credentials. If you suspect or detect unauthorized activity through your account, please immediately notify JAGGAER at: <https://www.jaggaer.com/service-support/supplier-support/>

By creating an account, you acknowledge that your registration information will become part of JAGGAER's supplier database and that, in connection with making new business opportunities available to you, companies may be made aware that you are a Supplier. If you do not wish others to be made aware you are a Supplier, you may hide that you are a Supplier at any time by editing the settings in your Supplier profile page after your registration.

You may have access through your account or otherwise to certain information about other Suppliers and Customers. As between JAGGAER and you, this information about Suppliers, Supplier Users, Customers and other users is JAGGAER Information.

You understand and agree that JAGGAER has no responsibility for and does not control or endorse any information made available by Customers, Supplier Users and other Suppliers.

Your Responsibilities.

You are solely responsible for any and all charges, fees and other costs related to your use of the Solutions and transactions with Customers, including those incurred for Internet access or a mobile service provider.

You agree not to knowingly: (i) interfere or attempt to interfere with the proper operation of the Solutions; (ii) post or transmit in the Solutions anything unlawful, fraudulent, harassing, libelous, or obscene; (iii) post or input in the Solutions anything constituting or containing a virus, bug, cancelbot, worm, Trojan Horse or other harmful item; (iv) publish, perform, distribute, prepare derivative works, copy, or reverse engineer the Solutions; or (v) take any action which imposes an unreasonable or disproportionately large load on the Solutions. Since most content in the Solutions will be sent by third parties or you, JAGGAER does not guarantee in any respect any content, including that any file or data will be free of infection or viruses, worms, Trojan Horses or other harmful code or defects. However, JAGGAER maintains current industry standard administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of the Solutions.

You agree not to disclose JAGGAER Information to third parties or use JAGGAER Information, except as needed to access and use the Solutions. You understand that JAGGAER Information is proprietary and confidential information of JAGGAER. Restrictions on disclosure of JAGGAER Information do not apply to information that (i) is already known to Supplier prior to disclosure by JAGGAER; (ii) is or becomes a matter of public knowledge through no fault of Supplier; (iii) is rightfully received by Supplier from a third party without a duty of confidentiality; (iv) is independently developed by Supplier without reference to JAGGAER Information; or (v) is disclosed in response to a subpoena or governmental or regulatory request.

You are responsible for confirming the accuracy of data you send to or receive from the Solutions.

Supplier Data.

You agree that JAGGAER has no responsibility for and does not control or endorse Supplier Data. Supplier Data you provide to Customers is not JAGGAER's responsibility. To the fullest extent permissible by applicable law, you agree to indemnify and hold harmless JAGGAER from any and all claims, losses, liabilities and damages relating to Supplier Data. JAGGAER understands the

sensitive nature of Supplier Data and uses reasonable and appropriate technical and organizational safeguards to protect Supplier Data from unauthorized disclosure. JAGGAER's processing of the personal data that is Supplier Data is subject to the Services Privacy Policy, which is incorporated into these Supplier Terms. JAGGAER will use Supplier Data as needed to facilitate, monitor and analyze use of the Solutions, address data security, detect and prevent fraud, protect data integrity, respond to requests of government authorities, perform and distribute aggregated analytics and otherwise to perform services on behalf of Customers and under these Supplier Terms.

6. LINKS TO OTHER WEBSITES AND SERVICES

The Solutions may contain links to third-party websites and services (collectively, "Linked Services"). Inclusion of a link does not imply endorsement by JAGGAER of the Linked Services or the related entity. JAGGAER does not investigate, verify or monitor the Linked Services. JAGGAER provides links to Linked Services for your convenience only. JAGGAER is not responsible for Linked Services or for any information available from or through Linked Services. You access Linked Services at your own risk.

7. TERMINATION

By you. You may terminate these Supplier Terms (along with your use of the Solutions) at any time, for any reason, by notifying JAGGAER in writing. If you are dissatisfied with the Solutions or with any term, condition or practice of JAGGAER related to the Solutions, your sole and exclusive remedy is to discontinue use of the Solutions. Termination or Suspension for Breach. If you fail to perform any material obligation under these Supplier Terms or another contract with JAGGAER (either being a breach), and you do not cure such breach within thirty (30) calendar days after receipt of notice of such breach, JAGGAER may terminate these Supplier Terms or suspend your access to and use of the Solutions. In addition, JAGGAER may terminate the Supplier Terms immediately without notice (i) to comply with laws applicable to JAGGAER or (ii) if JAGGAER has a reasonable basis to believe that you are using the Solutions or JAGGAER Information in violation of these Supplier Terms. If you use the Solutions for illegal, fraudulent or abusive purpose, such use also may be referred to law enforcement authorities without notice to you. If JAGGAER suspends your access to or use of the Solutions or terminates these Supplier Terms, JAGGAER may communicate such suspension or termination, and the reason therefor, to the organizations with which you transacted through the Solutions.

8. REGISTRATION DATA

JAGGAER will collect, use and store registration data for record keeping, internal reporting and support purposes, and as required by law or court order or to defend JAGGAER's rights in a legal dispute.

9. DISCLAIMER OF WARRANTIES & LIMITATIONS OF LIABILITY

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE SOLUTIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. JAGGAER specifically disclaims all warranties and conditions of any kind, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, freedom from defects, uninterrupted use and all warranties implied from any course of dealing or usage of trade. JAGGAER does not warrant that (x) the Solutions will meet your requirements, (y) operation of the Solutions will be uninterrupted or virus or error-free or (z) errors will be corrected. Any oral or written advice provided by JAGGAER or its authorized agents does not and will not create any warranty. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES WHICH MEANS THAT SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Your use of the Solutions is at your own risk.

YOU AGREE THAT JAGGAER IS NOT LIABLE FOR INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS OR BUSINESS INTERRUPTION), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER ARISING IN ANY WAY IN CONNECTION WITH THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF JAGGAER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. JAGGAER'S MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES ARISING FROM YOUR USE OF THE SOLUTIONS IS LIMITED TO THE GREATER OF THE AMOUNT YOU PAID FOR USE OF THE SOLUTIONS AND ONE HUNDRED DOLLARS (USD\$100). You acknowledge and agree that the above limitations of liability together with the other provisions in these Supplier Terms that limit liability are essential terms and that JAGGAER would not grant you the rights set forth in these Supplier Terms without your agreement to such limitations of liability. The disclaimers and limitations in this Section do not purport to limit liability or alter any right that cannot be excluded under applicable law.

10. SUPPLIER INDEMNIFICATION

To the fullest extent permissible under applicable law, you agree to indemnify and defend JAGGAER and its directors, officers, employees and agents from and against all claims, liabilities, damages, expenses, costs of defense and reasonable attorneys' fees brought against JAGGAER by any third party arising from your use of the Solutions in violation of these Supplier Terms or applicable law. No settlement that affects the rights or obligations of JAGGAER may be made without JAGGAER's prior written approval.

11. GOVERNING LAW; DISPUTE RESOLUTION

All matters related to the Solutions are governed by the laws of the State of North Carolina, United States, as such laws apply to

agreements made and performed therein (without giving effect to the principles of conflicts of laws). ANY CLAIMS HEREUNDER OR RELATED HERETO SHALL BE ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. The United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

12. ELECTRONIC CONTRACTING

Your affirmative act of using the Solutions constitutes your electronic signature to these Supplier Terms and your consent to enter into agreements with us electronically.

13. GEOGRAPHIC RESTRICTIONS

The Solutions are controlled, operated and administered by JAGGAER from its various offices. The Solutions are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law. JAGGAER does not in any manner warrant or represent that the Solutions, including any content contained thereon, are appropriate or available for use in any location. If you choose to access the Solutions, you are responsible for compliance with all applicable laws, including export control and economic and trade sanction laws. You will not, and will not permit any third party to, directly or indirectly, export, re-export or release any part of the Solutions to, or make the Solutions accessible from, any jurisdiction to which export, re-export or release is prohibited by law.

14. CLAIMS OF COPYRIGHT INFRINGEMENT

If you have a good faith belief that your work has been copied in a way that constitutes copyright infringement or that your intellectual property rights otherwise have been violated in or through the Solutions please send your claim or notice of infringement as set forth in Notices below. Such notices must include all of the following:

- i. a physical or electronic signature of the persons authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;
- ii. a description of the copyrighted work that you claim has been infringed;
- iii. a description of where in the Solutions the material that you claim is infringing is located;
- iv. contact information reasonably sufficient to permit JAGGAER to contact you;
- v. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- vi. a statement by you, made under penalty of perjury, that the information in your notification to JAGGAER is accurate and that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed Upon receipt of notification complying with the foregoing and applicable law, JAGGAER will take steps to remove or disable access to any infringing material and remove or disable access to any link to infringing material.

15. MISCELLANEOUS

- a. These Supplier Terms (including our Services Privacy Policy <https://www.jaggaer.com/service-privacy-policy/>) contain the entire understanding by and between JAGGAER and Supplier with respect to the Solutions and matters contained herein.
- b. These Supplier Terms inure to the benefit of and are binding on our and your successors and assigns, respectively.
- c. JAGGAER may assign these Supplier Terms to a successor in interest (in whole or in part), but you may not assign the Supplier Terms without JAGGAER's prior written consent.
- d. If any provision of these Supplier Terms is unenforceable or invalid, the remaining provisions will continue with the same effect as if such unenforceable or invalid provision was not used.
- e. If JAGGAER fails or you fail to perform any obligation under these Supplier Terms and the other party does not enforce such obligation, the failure to enforce on any occasion will not constitute a waiver of any obligation and will not prevent enforcement on

any other occasion.

f. Nothing contained in these Supplier Terms creates a relationship or partnership, joint venture or agency between JAGGAER and you.

g. If JAGGAER or you are prevented from performing or unable to perform any obligation under these Supplier Terms due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance will be extended for the period of delay or inability to perform due to such cause.

h. Headings and captions are for convenience only.

16. NOTICES

If you have questions about these Supplier Terms or required notices, please contact us at:

By mail: JAGGAER, LLC

3020 Carrington Mill Blvd, Suite 100

Morrisville, NC 27560 USA

Attn: Legal Department

By email: legal@jaggaer.com

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ANNEX A

ADDITIONAL SUPPLIER TERMS

Supplier eInvoicing Authorization

1. Electronic invoicing

Where Supplier is issuing invoices electronically to Customers who are using a JAGGAER's eInvoicing Solution ("eInvoicing") in jurisdictions where applicable legislation explicitly permits the use of electronic invoices as legal original invoices for tax compliance purposes, the following terms and conditions apply:

a. Supplier authorizes JAGGAER to provide eInvoicing functionality on your behalf, including the creation of eInvoices from data provided by Supplier; issuance/signing of eInvoices on your behalf; subsequently to make your eInvoices available to Customer; to provide a copy of the issued legal invoice to Supplier by electronic transmission or made available by online access.

b. Supplier authorizes JAGGAER and/or its appointed third-party provider ("eInvoicing Partner") to receive Supplier's invoice data, not yet constituting an original invoice and subsequently apply an electronic signature to these data to issue electronic invoices "in the name and on behalf of" Supplier in accordance with applicable law.

c. Supplier explicitly acknowledges and agrees that JAGGAER and/or eInvoicing Partner will apply such electronic signatures or seals with private keys corresponding to certificates issued by third-party certification service providers to JAGGAER and/or eInvoicing Partner.

2. Notifications

Supplier shall notify JAGGAER promptly if Supplier has not yet received or been given access to its version of the original signed invoice issued in its name and on its behalf or if there are apparent errors in an eInvoice.

3. Tax Compliance and Responsibility

Supplier acknowledges and agrees that:

- a. These terms and conditions do not release Supplier from its obligations under applicable laws towards the competent tax authorities for the invoice and its VAT and other tax implications. Among other things, Supplier remains fully responsible for, where relevant, reporting and paying VAT and other applicable taxes as though the invoice was issued directly by Supplier.
- b. Supplier remains fully responsible for the data submitted in the Solutions being complete and correct.
- c. Supplier remains fully responsible for all other aspects of the invoicing process that are not the subject of the foregoing invoicing authorization.
- d. Supplier will notify JAGGAER of any changes in information pertaining to Supplier that may be relevant to the validity of the foregoing invoicing authorization or to the correct issuance of Supplier invoices by JAGGER and/or invoicing Partner.
- e. Supplier will apply invoice numbers to invoices before invoices are issued by JAGGAER and/or Invoicing Partner.
- f. JAGGAER may include language specifying this outsourced invoice issuance relationship on any invoice.
- g. Supplier will receive a copy of the invoices in PDF form to their nominated e-mail address in Supplier's profile in the Solutions. Supplier will ensure such e-mail address always remains current.
- h. These Additional Supplier Terms do not authorize any invoicing Partner and/or JAGGAER to act in the name and on behalf of Supplier. The foregoing invoicing authorizations can be revoked at any time by requesting removal from all Customer organizations and the JAGGAER Supplier Network.

General Terms of Use of the CIRFOOD s.c. Vendor Management Platform

1. RECITALS

1.1 CIRFOOD s.c. (hereinafter also "CIRFOOD") is the owner of the Vendor Management platform available at supplier.cirfood.com (hereinafter the "Portal" or the "Platform"), through which it manages the process of acquisition, interaction and exchange of information with its suppliers and potential suppliers (hereinafter "Supplier" or "Suppliers").

1.2 Through the Portal, CIRFOOD manages the qualification and assessment process of its Suppliers with the aim of maintaining a qualified list of economic operators and professionals selected on the basis of their potential ability to meet the requirements established by it in terms of quality, economic-financial soundness and competitiveness.

1.3 CIRFOOD reserves the right, at its sole discretion, to use the Portal for carrying out all or some phases of its procurement process for goods and/or services such as, by way of example and without limitation, online tenders, requests for quotation, dynamic negotiations, etc.

1.4 The Vendor Management platform available on the Portal is intended for all suppliers of CIRFOOD s.c., as well as any other company directly or indirectly controlled by it, and shall therefore be deemed applicable to all suppliers of the CIRFOOD Group.

2. SUBJECT MATTER

2.1 The purpose of this document (the "Platform General Conditions" or "PGC") is to define the terms and conditions under which Suppliers may access the application and possible qualification process. In the event of a positive outcome of such process, Suppliers may be invited to participate in any negotiation procedures, including dynamic negotiations, requests for quotation, as well as other events that may in any case be carried out through the Platform (hereinafter generally "Event" or "Events"), organized by CIRFOOD in its capacity as a potential purchaser.

2.2 The PGC may be supplemented by any specific rules governing participation in individual Events (hereinafter the "Rules") made available in advance to Suppliers for access thereto. In the event of any conflict with the Rules or other documents subsequently executed by the parties for the purposes of the Event, unless expressly specified otherwise, the PGC shall prevail.

3. REGISTRATION ON THE PORTAL – PARTICIPATION IN EVENTS

3.1 Successful registration on the Portal is a necessary condition for participating in Events. To this end, the Supplier shall truthfully and correctly provide CIRFOOD, assuming full responsibility for the completeness and truthfulness of all data supplied, with any information deemed necessary or useful by CIRFOOD for the qualification process (hereinafter the "Registration Data").

3.2 Upon registration, the Supplier chooses one or more identification codes (hereinafter "User ID") and is assigned one or more passwords (hereinafter "Password"). Registration shall be deemed completed when CIRFOOD enables the User ID and Password.

3.3 The User ID and Password are strictly personal and non-transferable. The Supplier undertakes not to disclose them to third parties and to keep and protect them with the utmost diligence and shall be deemed solely responsible for their use by third parties. In any case, the SUPPLIER undertakes to promptly notify CIRFOOD of any improper and/or unauthorized use of its Password or account, as well as any other breach of the security rules of which it becomes aware. The Supplier declares that it is aware that knowledge of the User ID and Password by third parties enables them to access the Portal and perform legally relevant acts directly attributable to the Supplier itself. Likewise, the Supplier shall indemnify and hold CIRFOOD harmless from and against any and all claims, including claims for damages, brought and/or arising, directly or indirectly, from the use or misuse of the User ID and Password by employees and/or collaborators of the Supplier and/or by third parties.

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

3.5 The conduct of the Events is governed, in addition to the PGC, by the Rules and by any publication letter of the Event (hereinafter the "Publication Letter"), as well as by the provisions and definitions contained in the relevant information sections of the Platform.

3.6 The legal representative of the Supplier, as resulting from an updated company register extract, is the only person authorized to use the Platform and shall be responsible for every action or omission carried out by the Supplier on the Portal.

3.7 CIRFOOD grants the Supplier the right to:

- (i) enable additional persons to use the Platform (hereinafter "Operational Accounts");
- (ii) revoke authorization, expand or restrict the scope of the powers granted to the Operational Accounts.

It is understood that CIRFOOD may, entirely at its own discretion, reject requests for the activation and expansion of Operational Accounts submitted by the Supplier.

4. QUALIFICATION PROCESS

4.1 The Supplier may apply for qualification for one or more of the product categories listed on the Portal, consistently with the activities listed in its corporate purpose.

4.2 In any event, pending the checks carried out by CIRFOOD or in the event of subsequent changes, any applications for qualification and supply activities relating to product categories not consistent with the activities included in the Supplier's corporate purpose shall remain under the total and exclusive responsibility of the Supplier itself and shall, in any case, entitle CIRFOOD to reject the application, block the Supplier's activities on the Portal, and seek compensation for any damage suffered.

4.3 For the start of the qualification process, the Supplier is required to complete, with correct, complete and truthful information, all data identified as mandatory within the Portal. The entry by the Supplier of incorrect, incomplete or untruthful data shall result in the automatic rejection of the application or revocation of any qualification already granted by CIRFOOD, and the latter's right to obtain compensation for any damage suffered.

4.4 The Supplier is required to promptly notify CIRFOOD, by means of the functionalities of the Portal, of any changes to the data recorded therein, as well as any change in the company's governance and shareholding structure attributable to extraordinary transactions (e.g. transfers, mergers, transfers or leases of business units, etc.), following which CIRFOOD reserves the right to carry out the appropriate checks in order to confirm any suitability already granted. It is understood that any changes to the Supplier's VAT number or Tax Code require a new registration.

4.5 By signing the PGC, the Supplier acknowledges CIRFOOD's right, at its sole discretion, to grant or not grant qualification suitability and/or to revoke it at any time.

4.6 The suitability obtained by the Supplier does not grant the latter any right to participate in one or more Events nor, all the less, to enter into contractual relationships with CIRFOOD.

4.7 The qualification shall be valid for one year from the date of its assignment by CIRFOOD, unless revoked or suspended (including for failure to update the information and documents entered by the Supplier on the Portal), without prejudice to the obligation to update the information provided; upon expiry, the Supplier may renew the qualification request by amending or confirming the data already recorded on the Portal, which, where applicable, shall be subject to a new verification by CIRFOOD.

4.8 Completion by the Supplier of the shortened questionnaire made available to it within the Portal shall not constitute a sufficient element for application for qualification. The Supplier acknowledges that such completion shall be valid solely for the purposes of exchange and maintenance over time of the administrative documentation and information necessary for legal compliance.

4.9 Each Supplier may request to be removed from the Portal at any time, without prejudice to any obligations already undertaken by it. The request for removal must be sent by certified email (PEC) to CIRFOOD, with at least thirty calendar days' notice. Following the sending of the written request for removal, the Supplier undertakes not to use the Platform, save for carrying out the activities necessary for the proper fulfilment of any obligations already undertaken. It shall not be permitted to request removal from the Portal while an Event in which the Supplier is participating is underway, including the award phase.

5. OBLIGATIONS AND WARRANTIES OF THE SUPPLIER

5.1 In relation to the use of the Platform, the Supplier undertakes to:

- (i) comply with all the terms and conditions set out in the PGC and, where applicable, in the Rules and in the Publication Letter;
- (ii) not engage in anti-competitive conduct or practices, or conduct or practices detrimental to laws, regulations and/or third-party rights, and not disseminate false, misleading or unlawful information;
- (iii) treat the data and information relating to each Event as strictly confidential and reserved;
- (iv) use and configure its software and hardware so as to ensure the cybersecurity of the Events;
- (v) upon CIRFOOD's request and within the time limits indicated by it, provide suitable documentation and/or the necessary samples in support of what was declared during the qualification process; in this regard, CIRFOOD reserves the right to request access to the Supplier's premises in order to verify the accuracy of the data recorded on the Portal; the Supplier acknowledges that failure to authorize the aforesaid verification activities by CIRFOOD, or a negative outcome thereof, may result in prohibition from using the Portal and exclusion from CIRFOOD's Suppliers register;
- (vi) promptly communicate any change to the declarations and documentation uploaded to the Portal.

5.2 In relation to the use of the Platform, the Supplier declares and warrants that it has full title to or availability of the data, information and contents possibly provided to CIRFOOD and that their use by CIRFOOD does not infringe any third-party rights nor breach any laws and/or regulations.

6. SUSPENSION AND/OR REMOVAL

6.1 CIRFOOD shall have the right to suspend and/or remove the position relating to the registration on the platform in the event of the Supplier's breach of even one of the obligations set out in the PGC, or in the event that the Supplier is subject to bankruptcy or other insolvency proceedings and/or transformation of the Supplier company compromising its financial soundness.

7. LIABILITY

7.1 CIRFOOD shall in no way be liable for any damage suffered by the Supplier arising from the use, malfunctioning, delayed or failed use and/or interruption or suspension of the use of the Platform, including loss of business opportunities, loss of profit, loss of data, damage to image, claims for damages and/or claims by third parties, caused by:

- (i) events of "Force Majeure", meaning, by way of example and without limitation, an event such as: interruption of electricity supply or telephone lines or network connections caused by third parties, strikes, industrial disputes, wars, reasons of state or acts of civil or military authorities, embargoes, acts of vandalism and terrorism, epidemics, floods, earthquakes, fires and other natural disasters;
- (ii) incorrect use of the Platform by the Supplier;

(iii) malfunctioning of the connection equipment used by the Supplier;

(iv) failures in CIRFOOD's IT systems, telecommunications equipment and/or technological installations.

7.2 The Supplier acknowledges and accepts that:

- CIRFOOD reserves the right to interrupt and/or suspend the use of the Platform and/or revoke registration and authorization at any time, by simple notice to the Supplier, without incurring any liability towards it;
- the Platform is provided on an "as is" basis and CIRFOOD gives no warranty as to its suitability for the purposes pursued by the Supplier through the accreditation process;
- the obligations undertaken by CIRFOOD pursuant to the PGC are obligations of means;
- CIRFOOD cannot know or guarantee the legal capacity and good faith of the users of the Platform;
- CIRFOOD does not guarantee the accessibility, truthfulness, completeness, compliance with the law and respect for third-party rights of the contents of websites to which any links inserted in the Portal may refer;
- CIRFOOD reserves the unquestionable right to make corrections to any clerical errors made by the Supplier when entering its data, relying exclusively on official documents (such as the Supplier's company register extract).

8. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

8.1 The contents and information available on the Portal and the software used are the exclusive property of CIRFOOD, or licensed to it by third parties, and are protected by copyright or other intellectual property rights (including database rights).

8.2 The Supplier undertakes not to download, reproduce, transmit, sell or distribute, in whole or in part, on any basis whatsoever, the contents and information available on the Platform.

8.3 The Supplier accepts that the Registration Data, as well as the data and information subsequently provided, shall be entered into a database established by CIRFOOD and owned exclusively by CIRFOOD.

8.4 CIRFOOD and the Supplier undertake to adopt all precautions and technical measures necessary to protect the security of the data and commercial information exchanged from access by unauthorized third parties.

9. PERSONAL DATA PROTECTION

9.1 The Parties mutually acknowledge, in their capacity as Data Controllers, that their respective data shall be processed solely for the purpose of fulfilling contractual obligations and in any event in compliance with Regulation (EU) 2016/679 (GDPR) and subsequent additions and/or amendments. The processing may take place by paper and electronic means in such a way as to guarantee data security and confidentiality in full compliance with statutory and regulatory provisions. The data are not subject to dissemination and may be disclosed to those persons to whom such disclosure must be made in fulfilment of an obligation imposed by law, regulation or EU legislation in compliance with the provisions of EU Regulation 679/16.

10. COMMUNICATIONS

10.1 Any communication shall be sent to the Supplier in writing, to the contact details communicated by the Supplier to CIRFOOD upon registration on the Portal.

10.2 Communications from the Supplier to CIRFOOD shall be made through the functionalities of the Portal or, failing that, in writing by email to helpdesk@supplier.cirfood.com or, in the cases provided for below, by registered letter with return receipt to be sent to CIRFOOD's registered office.

10.3 AMENDMENT OF THE PGC

10.4 The Supplier accepts that CIRFOOD may amend the PGC at any time, at its sole discretion, by notice via email or through the Portal. The amendments shall be deemed tacitly accepted by the Supplier if CIRFOOD does not receive, within 15 (fifteen) days, written notice of the Supplier's intention not to accept them and to withdraw from the PGC themselves. In any case, continued use of the Platform after the sending of the aforesaid notice shall be deemed tacit and complete acceptance by the Supplier of the amendments

made.

10.5 It is understood that acceptance of the amendments by the Supplier may not be partial and must be deemed to refer to them in their entirety.

10.6 Without prejudice to the Supplier's right to request removal as provided under section 4.8.

11. APPLICABLE LAW AND JURISDICTION

11.1 The PGC shall be governed by Italian law.

11.2 Any dispute arising in connection with the interpretation, performance or termination of the PGC shall fall within the exclusive jurisdiction of the Court of Reggio Emilia, to the express exclusion, as contractually agreed, of any other court.

11.3 The Supplier, in the person of its legal representative, is aware that by proceeding with acceptance of these PGC, it declares that it has carefully read and specifically approves the provisions contained in the following articles:

3. REGISTRATION ON THE PORTAL – PARTICIPATION IN EVENTS

5. OBLIGATIONS AND WARRANTIES OF THE SUPPLIER

6. SUSPENSION AND/OR REMOVAL

7. LIABILITY

11. AMENDMENT OF THE PGC

12. APPLICABLE LAW AND JURISDICTION

INFORMATION NOTICE ON THE PROCESSING OF PERSONAL DATA OF PERSONS ACTING FOR THE SUPPLIER COMPANIES OF CIRFOOD S.C. (art. 13 Reg. UE 679/2016)

1. WHO PROCESS MY DATA?

The Data Controller of your personal data is CIRFOOD s.c., with registered office in Reggio Emilia, Via Nobel no. 19. You may contact the Data Controller:

- by telephone at 0522 53011
- by email at: privacy@cirfood.com
- by certified email (PEC) at: presidenza@cert.cirfood.com

2. HOW CAN I CONTACT THE PERSON RESPONSIBLE FOR THE PROTECTION OF MY DATA (DATA PROTECTION OFFICER – DPO)?

You may contact the DPO, Attorney Silvia Stefanelli, whose office is in Bologna:

- by telephone at 051 520315
- by email at privacy@cirfood.com ei può contattare il DPO, Avv. Silvia Stefanelli con studio in Bologna:
- telefonicamente al numero 051 520315

– via e-mail all'indirizzo privacy@cirfood.com

3. FOR WHAT PURPOSES ARE MY DATA PROCESSED AND WHY IS THE PROCESSING LAWFUL?

Your data are processed for the management of the contractual relationship. The processing of your data for the purposes of managing the contractual relationship is lawful because it is necessary for the performance of a contract to which you are a party or for the implementation of pre-contractual measures taken at your request.

4. TO WHOM ARE MY DATA DISCLOSED?

Your data may be disclosed to:

- professionals and/or professional firms providing the Data Controller with accounting, administrative, legal, fiscal and tax assistance and consultancy, including debt recovery activities;
- insurance companies;
- banks and credit institutions;
- service providers, such as warehousing, transport, logistics and shipping providers;
- CIRFOOD customer organisations for procurement management activities;
- consultancy companies or consultants, for laboratory analysis, certification and audit activities.

You may request the full list of recipients of your personal data by writing to privacy@cirfood.com. In any case, your personal data shall not be disseminated.

5. ARE MY DATA TRANSFERRED OUTSIDE THE EUROPEAN UNION?

Your data are not transferred outside the European Union.

6. HOW LONG ARE MY DATA RETAINED?

The Data Controller shall retain your personal data for no longer than is necessary to achieve the purposes for which they are processed. Specifically, for the purpose of managing the contractual relationship, your data shall be retained for 10 years from the end of the contractual relationship on the basis of the civil-law retention criterion applicable to documents relevant for accounting, tax and anti-money laundering purposes in accordance with the applicable laws. At the end of this period, the Data Controller shall irreversibly delete the data—through destruction methods or secure deletion—or retain them in anonymous form that does not allow, even indirectly, your identification.

7. WILL I BE SUBJECT TO PROFILING?

Your data shall in no case be used to obtain information relating to your preferences or behaviour, nor shall you be subject to any decision based solely on the automated processing of your personal data.

8. WHAT ARE MY RIGHTS?

You have the following rights:

Right of access to data: the right to obtain from the Data Controller confirmation as to whether or not personal data concerning you are being processed and, where that is the case, to obtain access to your personal data—and a copy thereof—and to receive information relating to the processing;

Right to rectification of data: the right to obtain from the Data Controller without undue delay the rectification of inaccurate personal data concerning you and the completion of incomplete personal data, including by providing a supplementary statement.

Right to erasure of data: the right to obtain from the Data Controller the erasure of personal data concerning you without undue delay where one of the following grounds applies:

- the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
- the data subject objects to the processing and there are no overriding legitimate grounds for proceeding with the processing;
- the personal data have been unlawfully processed;
- the personal data must be erased for compliance with a legal obligation to which the Data Controller is subject;
- the personal data have been collected in relation to the offer of information society services.

Right to restriction of processing: the right to obtain from the Data Controller restriction of processing where one of the following applies:

- you contest the accuracy of the personal data, for the period necessary for the Data Controller to verify the accuracy of such personal data;
- the processing is unlawful and you oppose the erasure of the personal data and request the restriction of their use instead;
- although the Data Controller no longer needs them for the purposes of the processing, the personal data are required by you for the establishment, exercise or defence of legal claims;
- you have objected to processing pending the verification whether the legitimate grounds of the Data Controller override yours.

Right to data portability: the right to receive in a structured, commonly used and machine-readable format the personal data concerning you provided to the Data Controller and to transmit such data to another data controller where the processing is based on consent or on a contract and is carried out by automated means.

Right to object to processing: the right to object to processing carried out for the performance of a task carried out in the public interest or in the exercise of official authority or on the basis of the legitimate interests of the controller or of third parties, as well as the right to object to the processing of personal data concerning you for direct marketing purposes, including profiling insofar as it is related to such direct marketing.

Right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning you or similarly significantly affects you. You may exercise your rights by sending a request to the Controller's email address privacy@cirfood.com. The Data Controller shall reply as soon as possible and, in any case, no later than 30 days from your request.

9. HOW CAN I LODGE A COMPLAINT?

If you wish to lodge a complaint regarding the manner in which your personal data are processed by the Data Controller or regarding the handling of a complaint submitted by you, you have the right to submit an application directly to the Supervisory Authority in accordance with the procedures indicated on the website www.garanteprivacy.it.