

MUNDYS' SUPPLIER PORTAL RULES

PART 1 – INTRODUCTION

ART. 1 SUBJECT AND SCOPE

This document governs the registration and qualification process for companies supplying goods/materials, works, services and professional services, as well as the use of the Portal for any negotiation event to which such companies may be invited by Mundys.

The purpose of the Portal is to facilitate and guide the process of interrelation and exchange of information between Mundys and third parties interested in submitting their applications for inclusion – at Mundys' sole and unfettered discretion – in the list of accredited suppliers and/or potential suppliers, for the online management of functions related to the supplier area, such as:

- the creation and management of the list of operators
- the management of the process for the classification of products in the aforementioned list;
- the award of professional assignments, supply and/or service contracts in accordance with and/or by means of the selection procedures indicated by Mundys at its sole discretion.

This document applies to all activities carried out on the Mundys Portal made available by Ariba.

ART. 2 DEFINITIONS

Ariba Network: Ariba portal used to access the Mundys Portal. Access credentials (username and password) are created here.

Company: Mundys S.p.A.

Contract: a contract entered into between Mundys and the Supplier.

Contracts: contracts for works, supplies of goods, services and professional services.

Negotiation Event: an electronic event in the form of a Request for Information, Bid or online Auction to which the Supplier may be invited by Mundys.

Parties: the Company and the Supplier or Suppliers.

Password: a unique alphanumeric string which, when used in combination with the User ID, enables the Supplier to access the Portal.

Portal: the Mundys Portal, made available by SAP Ariba.

Product categories: the categories into which goods and services are grouped.

Qualification process: once registered, the Supplier may receive a request from Mundys to qualify for one or more product categories in which it has indicated an interest. Qualification shall entail the Supplier completing the relevant questionnaires, which shall then be assessed by Mundys. If everything is correct, the Supplier shall be qualified.

Registration process: the process whereby a Supplier, upon receipt of Mundys' invitation to register, shall complete the Questionnaire with the requested data. After assessing what has been received, Mundys shall confirm or reject the registration.

Supplier: an operator interested in the provision of goods/materials, works, services and professional services.

User ID: an alphanumeric string identifying the Supplier for access to the Portal. It is created at the time of registration in the Ariba Network.

ART. 3 COMPUTER EQUIPMENT

For details of the minimum necessary and appropriate technical requirements, please refer to the guides on the Ariba portal (see also supplier.ariba.com).

Any costs related to hardware and software equipment necessary for access and registration to the platform/Suppliers List, as well as to any equipment that may become necessary as a result of changes to the system, shall be borne exclusively by the Supplier.

PART 2 – ACCESS TO THE SYSTEM AND SUPPLIER LIST

ART. 4 OBTAINING ACCESS CREDENTIALS

The Supplier List is set up in Mundys' sole interest and the choice of Suppliers to be invited to bid or negotiate is made on the basis of criteria of absolute impartiality, in compliance with the principle of rotation, at the Company's sole discretion.

Entry in the Supplier List does not guarantee the right of Suppliers to be invited to all tender procedures announced on the Portal.

To be included in the Supplier List, Suppliers may either apply via the link on Mundys' Portal or be invited directly by Mundys. In both cases, Suppliers shall receive an email inviting them to register with a link enabling them to create their own user account. If a Supplier already has Ariba's credentials, it may combine

its existing account with that of Mundys. In this case it will retain its existing credentials.

To create an account it will be necessary, first of all, to register on the Ariba Network (SAP Business Network) providing the required information. Once the account has been created, Suppliers will be directed to Mundys' Registration Questionnaire. For any additional information on Ariba Network reference should be made directly to the information available on the Portal.

Suppliers are responsible for the access codes (user name and password), undertaking to maintain them secret and confidential, and are consequently liable for all use of such codes. In addition, Suppliers shall assume sole responsibility for all activities carried out within the System and undertake to indemnify and hold harmless the Company against any claim or demand relating to or arising from the use or misuse of the tools made available on the Portal. Qualified Suppliers hereby state that they are aware that knowledge of the access codes by third parties allows the latter to access the System and perform legal acts binding on the Suppliers.

In relation to the above, a Supplier is obliged to notify the Company, or Ariba itself, by e-mail, as soon as it becomes aware of any unauthorised use by third parties of its Access Codes, undertaking in any event to indemnify and hold harmless the Company against any claim, including for damages, proposed and/or deriving directly or indirectly from the aforesaid use or misuse by anyone.

ART. 5 REGISTRATION PROCESS

Suppliers may proceed to fill in the Registration Questionnaire within 30 days of receipt. In the questionnaire, they may indicate the product categories for which they wish to qualify as Mundys suppliers.

All mandatory questions must be answered to complete the questionnaire.

The Questionnaire consists of 6 sections:

1. **Company Data** Section, which contains questions relating to general information about the Supplier;
2. **Company Activities** section, which contains questions about information on the Supplier's business;
3. **Documentation** Section, which requires the attachment of documents necessary to perform due diligence on the Supplier;
4. **Sustainability** Section, which contains questions related to sustainability matters;
5. **Privacy** Section, which contains questions related to the processing of personal data;
6. **Cyber Security** section, which contains questions regarding the security of the information processed.

Once the Questionnaire has been sent to Mundys, the latter shall evaluate it and request any additions. Suppliers hereby undertake to provide, at the Company's request and within the timeframe indicated by it, appropriate documentation to substantiate the statements made during the registration process.

If everything is correct, Mundys shall approve the Questionnaire. Supplier status in the system shall then become Registered.

Completion of registration is a necessary step in order to be invited to participate in any negotiation events announced by Mundys on the system and in general for the award of assignments and contracts.

Once registered, Suppliers may access the system and update their data, if necessary or if so requested by Mundys, ensuring that the data are kept up to date in accordance with any changes that may occur within their organisation.

ART. 6 QUALIFICATION PROCESS

As the registration process completed, Suppliers may receive a request from Mundys to fill in one or more qualification questionnaires based on the Product Categories indicated by them in the Registration Questionnaire.

All mandatory questions must be answered to complete the form(s).

Once completed, has been sent, Mundys shall evaluate the questionnaire(s) and request any clarifications.

Suppliers hereby undertake to provide, at the Company's request and within the timeframe indicated by it, appropriate documentation to prove the statements made during the qualification process.

In accepting these Rules, Suppliers acknowledge Mundys' right, at its sole discretion, not to recognise eligibility and/or to revoke eligibility at any time.

Should a Supplier need to update the data entered in the qualification questionnaires prior to their expiry date, it may contact Mundys, which shall unlock the questionnaires and thus enable the Supplier to amend them.

Qualification constitutes the necessary requisite for a Supplier to be eligible to participate in a negotiation event conducted on the Portal.

ART. 7 VALIDITY OF THE QUALIFICATION

Unless revoked, the Qualification shall be valid for two years from the date of the Company's notice of successful completion of the qualification process; such notice shall be sent by email. On expiry of the qualification, Mundys shall send the renewal request. Suppliers may then amend and/or confirm the data entered on the Portal. Should this operation not be carried out, the Company reserves the right to revoke the qualification, formally notifying the Supplier thereof.

Mundys shall carry out an evaluation of the Supplier at the end of each contract, which shall be taken into account in relation to future assignments.

ART. 8 CHANGE OF DATA

A Supplier shall notify the Company within 15 days, through the Portal functions, of any changes in the data and documents registered, as well as any change in its organisational structure due to corporate actions (e.g., sales, mergers, transfers of business units, etc.). In these cases, the Company reserves the right to carry out the appropriate checks in order to confirm the eligibility that may have already been attributed.

The Supplier is also required to ensure the constant and timely update of the contact information contained in the Portal, and in particular the e-mail address; no claim may be made against the Company for not receiving communications due to failure to update the contact information or for the unavailability of such communications (e.g., for reaching the limit of the Supplier's e-mail inbox).

ART. 9 CANCELLATION AND REVOCATION

Each Supplier may request to be cancelled, without prejudice to the obligations already undertaken. The cancellation request must be sent with 30 days' notice by e-mail. Following submission of the request, the Supplier undertakes not to use the system, without prejudice to the performance of the activities required for the correct and complete fulfilment of the obligations already undertaken. The Company, at its sole discretion, reserves the right to revoke, at any time, the authorisations issued, also following the occurrence of damaging events, including the loss of the requisites for registration in the list, the discontinuation of professional activity, serious breach of contract, failure to provide the

communications required by these rules. The cancellation of the authorisations, which shall take immediate effect, shall be communicated by e-mail.

ART. 10 SUPPLIER'S OBLIGATIONS

In addition to complying with the contract with Mundys, Suppliers shall:

- use the Portal in accordance with the principles of fairness, loyalty and good faith;
- comply with the terms and conditions set out in the Rules and the documentation on the Platform;
- comply with the terms and conditions of participation in tenders;
- refrain from engaging in anti-competitive behaviour or violating the rights of third parties;
- comply with the regulations on copyright, intellectual property and protection of privacy;
- keep confidential all information obtained as part of the qualification, accreditation and negotiation process.

PART 3 – NEGOTIATION EVENTS

ART. 11 – SOURCING EVENTS

Registered Suppliers may be invited to negotiation events that Mundys may decide to announce on the Portal. They will then receive an invitation and may submit their proposals, if they are interested.

In order to access the Portal, Suppliers must use their credentials (see art. 4).

It should be noted from the outset that qualification for a particular category does not guarantee an invitation to, or the award of, one of these events, and that

Mundys may decide from time to time which Suppliers are most suitable to be invited, or to award a negotiation event in accordance with the criteria it deems most appropriate.

PART 4 - CONTRACT

ART. 12 - EXECUTION OF CONTRACT

During the stipulation of its contracts, Mundys may use the Portal's functions to send draft documents to Suppliers during the formalisation phase; amendments to the contract shall be made through the platform.

ART. 13 - DIGITAL SIGNATURE

The contract and any annexes shall be signed, as a rule, by means of the DocuSign platform.

Alternatively, the contract and annexes shall be digitally signed, preferably in PAdES (PDF Advanced Electronic Signature) format.

Mundys shall notify the digital signature method to be used on a case-by-case basis.

PART 5 - MALFUNCTIONS AND LIABILITY

ART. 14 - MALFUNCTIONS

The Parties undertake to inform each other of any connection difficulties (e.g., recognition of the sender, incomprehensibility of the content of the document, etc.). If the Supplier encounters difficulties or is unable to use the services covered

by this document, it shall inform the Company immediately and, insofar as it is the Supplier's responsibility, shall take steps to resolve the problems.

For problems that are directly attributable to SAP Ariba, it will be necessary to contact the relative support from the "help-centre" menu.

ART. 15 – LIABILITY FOR DAMAGES

Mundys shall not be liable for any malfunction or inability to use the connection or the line due to any reason whatsoever. Suppliers shall therefore hold Mundys harmless against any liability whatsoever for detrimental consequences of any nature or direct or indirect damage caused to Suppliers or to third parties by the unauthorised, improper and prejudicial use of the Access Codes.

ART. 16 – INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

All documents published in Mundys' Suppliers' List are protected by intellectual property rights, in accordance with current legislation on copyright protection. Suppliers undertake not to download, reproduce, transmit, sell or distribute, in whole or in part, for any reason whatsoever, the content and information available or received through the Suppliers' List for purposes other than for registration, qualification and participation in negotiation events. Similarly, it is forbidden to include in Mundys' Supplier List any content that infringes applicable laws and regulations, including, in particular, copyright laws or other intellectual or industrial property rights.

ART. 17 – COMPLIANCE WITH THE LAW IN GENERAL AND WITH THE CODE OF ETHICS AND ADMINISTRATIVE LIABILITY OF COMPANIES PURSUANT TO LEGISLATIVE DECREE NO. 231 OF 8 JUNE 2001

Mundys carries on its business in full compliance with all laws, authorisations, rules, regulations, decisions and orders concerning any aspect relating to the conduct of its business, as well as in compliance with the principles contained in its Code of Ethics. Therefore, the establishment and maintenance of any contractual relationship is subject to the same principle of strict compliance with the law, the Company's Code of Ethics and the regulations in force.

To this end, it is understood that, in the performance of any activity provided for in these rules for the proper performance of the qualification process, and for the attribution, maintenance or renewal of the eligibility granted, Suppliers undertake not to behave in such a way as to breach the law, the code of ethics and the regulations in force.

With particular reference to the provisions of Legislative Decree 231 of 8 June 2001 on the administrative liability of entities, as subsequently amended and supplemented (hereinafter "Decree 231/01"), by accepting these Rules, Suppliers and their subcontractors also undertake to comply with the rules and principles set out in the Organisational, Management and Control Model and the Anti-Corruption Policy adopted by Mundys and published on its website at this page <https://www.mundys.com/en/governance/ethics-and-legality> .

These documents set out the values that Mundys adheres to in pursuing its objectives, also with a view to preventing the offences set forth in Legislative Decree no. 231/2001 as subsequently amended and supplemented and further conduct that may lead to corrupt practices.

Suppliers are also required to provide timely information on any changes that have occurred after registration with respect to the information/self-declarations requested by Mundys for anti-corruption purposes and issued by the counterparty prior to the signing of the Engagement.

Failure to comply with the principles set out in the above documents shall constitute grounds for suspension/deletion from the List.

Mundys carries on its business in full compliance with all laws, authorisations, rules, regulations, decisions and orders concerning any aspect relating to the conduct of its business, as well as in compliance with the principles contained in its Code of Ethics. Therefore, the establishment and maintenance of any contractual relationship is subject to the same principle of strict compliance with the law, the Company's Code of Ethics and the regulations in force.

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Suppliers are also required to provide timely information on any changes that have occurred after registration with respect to the information/self-declarations requested by Mundys for anti-corruption purposes and issued by the counterparty prior to the signing of the Engagement.

Failure to comply with the principles set out in the above documents shall constitute grounds for suspension/deletion from the List.

Non-compliance with the principles of organisation and management described above, including by the subcontractors indicated by the Supplier, shall constitute such a serious breach as to prevent the continuation of contractual relations with the Company. It is therefore understood that in case of non-fulfilment, in whole or in part, of the obligations provided for in this article, or in case of refusal or

unjustified delay in the transmission of documents, information and data that may be requested from the Supplier by the Company in relation to the obligations provided for herein as well as, in general, in case of violation of the above representations and warranties, the eligibility shall be denied or, if already granted, it shall be revoked due to the Supplier's act and fault with the consequent obligation for the Supplier to indemnify and hold harmless the Company for the losses, damages, expenses, liabilities and actions that may arise from the violation and default described above.

ART. 18 – AMENDMENTS TO THE RULES

Mundys reserves the right, at its sole discretion, to unilaterally amend this document, including as a result of amendments to current legislation. In such event, the new version shall be published on Mundys' website and a message shall be sent to the email address indicated by Suppliers when registering their data. A Supplier's use of the System following receipt of the notice of change to this document shall be deemed to constitute full acceptance of the new version of the document.

ART. 19 – APPLICABLE LAW AND JURISDICTION

The Rules are governed by Italian law, to which reference is made for all matters not expressly provided for. The Court of Rome shall have exclusive jurisdiction over any dispute.






ART. 20 – FINAL PROVISIONS AND REFERENCES



For all matters not expressly governed by these Rules and the documents that constitute integral and substantive parts thereof, the provisions of the Italian Civil






Code shall apply, as well as the applicable laws in force from time to time. The provisions of these Rules shall be replaced, amended or repealed automatically by mandatory regulations that will come into force even after their adoption.

PART 6 – PRIVACY

SUPPLIERS PRIVACY POLICY PURSUANT TO ART. 13 OF EU REGULATION 2016/679 (GENERAL DATA PROTECTION REGULATION - "GDPR")

	IDENTITY OF THE DATA CONTROLLER	MUNDYS SpA (hereinafter " Mundys " or " Data Controller "), with its registered office at Piazza San Silvestro 8, 00187 Rome			
	DATA CONTROLLER'S CONTACT DATA	<ul style="list-style-type: none"> Email: privacy@mundys.com Address: Piazza San Silvestro 8, 00187 Rome. 			
	PERSONAL DATA COLLECTED	<ul style="list-style-type: none"> Identification and/or contact data; Economic / financial / tax data; judicial data (via self-declaration); professional life (e.g., membership of registers, etc.) 			
	PURPOSE OF PROCESSING		LEGAL BASIS OF PROCESSING		PERSONAL DATA STORAGE TIMES
1.	Carry out checks prior to supplier registration (e.g., check due diligence self-declaration).	Implementation of pre-contractual measures		Twenty-four (24) months from the date of receipt/collection or from the end of the preliminary checking process in the event that registration does not take place.	
2.	Fulfilment of pre-contractual and contractual obligations (e.g. participation in tenders, pre-contractual negotiations, contracting, bookkeeping, invoicing,	Implementation of pre-contractual/contractual measures		Ten (10) years from the date of conclusion of the contractual relationship, including in compliance with any legal obligations under	

	payments, maintaining the register)		civil, tax and regulatory provisions, etc.
3.	Fulfilment of legal, regulatory and tax obligations related to the contractual relationship or in accordance with Data Protection Authority provisions.	Legal obligation	
4.	Manage IT resources and their monitoring data (e.g., access logging, company mailbox, etc.) in compliance with current regulations (with particular attention to remote control) and the equipment assigned.	Contract implementation / Pre-contractual measures	The data will be stored for twelve (12) months from the termination of the supply relationship (e.g., logical access). Email account data will be deleted within thirty (30) days of account closure after termination of the contract.
The retention time may be extended in the event of legal or disciplinary action and to enforce Mundys' rights. In such event, your personal data will be retained for the duration of the proceedings, until they are concluded and all time limits for appeals have expired.			
	HOW DATA IS PROCESSED AND SECURITY MEASURES	Data may be processed by technological and/or paper methods and through suitable IT tools (e.g., software, hardware, applications, etc.). In this regard, Mundys has controls and procedures in place to ensure the confidentiality of your data, and is constantly committed to adopting, pursuant to art. 32 of the GDPR, specific technological and organisational measures to protect data against the risk of loss, unlawful or incorrect use and unauthorised access.	
	RECIPIENTS AND CATEGORIES OF RECIPIENT OF PERSONAL DATA	In order to pursue the stated purposes of processing, personal data may be transferred to various entities, including: <ul style="list-style-type: none"> the Data Controller's employees and collaborators, in their capacity as authorised data processors; third parties contractually linked to the Data Controller, who in certain cases will act as data processors (e.g., information service providers, SAP, Ariba, etc.) or autonomous data controllers; 	

		<ul style="list-style-type: none"> judicial authorities and/or public bodies, at their express request and/or under the law, during investigations and checks in their capacity as autonomous data controllers. <p>A full list of recipients of Data Subjects' Personal Data, including further details on the location of such recipients, is kept at the Data Controller's head office and may be consulted on request.</p>
	TRANSFER OF PERSONAL DATA	<p>Your personal data will essentially be processed within the European Union. In the event that it is necessary to transfer your data to third parties located outside the European Economic Area (EEA) for specific processing management purposes, such transfer will only take place where the European Commission has confirmed an appropriate level of data protection in the third country or where there are adequate data protection safeguards in place (e.g., EU standard contractual clauses for the transfer of data to third countries).</p>
	DATA SUBJECT RIGHTS	<p>With regard to the Data Controller, Data Subjects may at any time exercise their rights as provided for in Articles 15 <i>et seq.</i> of the GDPR, in relation to the processing of their personal data, such as, for example, right of access, correction, deletion, restriction of and opposition to processing by sending an email request to privacy@mundys.com.</p>
	RIGHT TO LODGE A COMPLAINT WITH THE DATA PROTECTION AUTHORITY	<p>If you believe that your personal data have been processed unlawfully, you have the right to lodge a complaint with the Italian Data Protection Authority (https://www.garanteprivacy.it/).</p>
	PROVISION OF PERSONAL DATA	<p>With regard to the purposes of processing, the provision of data is obligatory. If you do not provide data, it will be impossible to establish or continue a contract.</p>
	AUTOMATED DECISION-MAKING PROCESS	<p>Personal data collected will not be subject to an automated decision-making process.</p>