

FIERA MILANO S.P.A – Milano, Italy

VENDOR LIST REGULATION

of Fiera Milano Group

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1. INTRODUCTION

This document defines the clauses and conditions of use of the Fiera Milano Group Vendor List (the "**List**") by subjects wishing to participate in competitive comparisons and market research promoted by the Group Companies (the "**Regulation**").

The Fiera Milano Group, a private entity, and its parent company Fiera Milano S.p.A., an Italian company listed on the Borsa Italiana S.p.A. electronic stock exchange, will select Vendors taking into account their professional technical profile and qualification reached in the List, defined on the basis of the current Procedures.

The assessment of the suitability of the Vendors will be left to the exclusive discretion of the Fiera Milano Group,

as a private economic entity operating in a dynamic competitive environment.

Vendors will be employed if operational and collaboration opportunities arise. The operators will be contacted at the references indicated by them during registration in the platform, provided the obligation to meet the List qualification requirements, according to the Procedures in force and this Regulation.

The structure of the Fiera Milano Group is described on the Website: <http://www.fieramilano.it/struttura-del-gruppo>.

2. NATURE AND FIELD OF APPLICATION

Without prejudice to the provisions of article 1 above, the Regulation defines the general conditions of the Registration process in the List and the Evaluation Process which, the same, intends to adopt in the comparison of all Vendors. This system addresses all those interested in maintaining relationships with Fiera Milano Group, guaranteeing the maintenance of the updated List to be used as a reference during bid requests or competitive comparisons required by the specific Purchasing Dept.

3. DEFINITIONS

For the purposes of this Regulation, the following definitions shall apply:

Access codes: the Username and Password collectively considered.

Contracts: the Contracts for the procurement, supply, purchase, consultancy and any other type of contract used by the Fiera Milano Group. .

Document: a series of information organised in accordance with standard formats, in order to be acquired by computer systems.

F.A.: Fiera Milano Group Purchasing Department;

Vendor: the contractor or subcontractor, Supplier of goods or service provider, whether active or potential.

Merchandise groups: the sectors and related product categories in which the supplies are divided, the works

and the services that the F.A. is interested in procuring.

Parties: F.A. and the Vendor collectively considered (hereinafter individually considered "Party").

Password: the secret information that, combined with the Username, allows for Vendor authentication by the system.

Current procedures: set of rules, actions and instructions for use within the Group.

Vendor list inclusion process: the selective procedure set up by the Purchasing Department, in line with current procedures, divided into two phases:

1) **Registration process:** at this stage the Vendor will be invited to register in the List. It will be required to provide information that will allow for the creation of login credentials (username and Password). These

will be communicated to the Vendor with separate e-mails and will allow access to the platform through the Website <https://albofornitori.fieramilano.it>, in order to start the registration process;

2) **Evaluation process:** the parameters associated to the single Vendor are analysed in this phase in order to define the qualification that will determine the usability of the same.

System: web-based platform through which the Vendor List Registration Process is managed.

Website: It is the web-based area of the Fiera Milano Group dedicated to Vendors and will be available on the Website <https://albofornitori.fieramilano.it>, where the tools required to proceed with registration will be available.

Username: the identifier through which the Vendor can access the Vendor List System.

"Master" user: the subject, independently identified by the Vendor, that the F.A. will consider legitimised to operate in the name and on behalf of the Vendor registered in the List and as exclusive contact for the exchange of any communications

4. VENDOR LIST INCLUSION PROCEDURE

The Vendor List inclusion procedure is mainly developed in two phases.

In the first phase, *registration*, managed on-line, the Vendor will receive an e-mail invitation with the request for information necessary to define the system access credentials.

These credentials (Username and Password) will be communicated to the Vendor by a separate e-mail, and will enable access to the platform.

In the second phase, *Evaluation process*, the personal data processing rules must be read and the Vendor must complete the application form, and in particular:

- declare to have carefully read and to accept in full, also pursuant to art. 1341-1342 of the Italian Civil Code, all the terms and conditions referred to in this Regulation;
- review and accept the Code of Ethics of the Fiera Milano Group and of Ipack-Ima Srl, as well as the Fiera Group and its subsidiaries Model 231;
- specify the merchandise categories for which it requires to be qualified;
- fill in the questionnaires that will be submitted by the System;
- upload the required documentation to the system.

When the application has been completed successfully and all the documentation indicated as mandatory has been received, F.A. will proceed to the following checks:

- control of correspondence and consistency between the documentation received and the answers included in the questionnaires in relation to the merchandise classes proposed by the Vendor;
- evaluation of the contents of the questionnaires.

The data entered in the List must be kept updated at the exclusive responsibility of the Vendor, who will promptly update both the expired/expiring documentation for which notification e-mails will be sent, and information no longer updated (by way of example:

turnover, number of employees, merchandise classes, etc.).

5. DOCUMENTS FOR QUALIFICATION

For the purposes of its qualification, the Vendor is required to enter and keep all documentation requested at registration up to date in the system.

Any subsequent changes may be made by accessing the System again.

The Vendor who fails to provide all the documentation requested at the time of registration and to keep the same updated, cannot be assigned goods and/or service supply contracts.

6. EFFECTS DERIVING FROM PASSING THE EVALUATION PROCESS

The obtained qualification does not determine the automatic right to participate in the competitive comparisons in any case.

The Vendor's registration will not imply any obligation for F.A.: the data entered will be subject to evaluation by F.A., which will adopt objective criteria of determination and can freely decide whether or not to invite the Vendor to individual goods or service assignment procedures within its category.

7. VENDOR'S RESPONSIBILITIES

The Vendor will be assigned access credentials to the System, through two e-mails.

The Vendor shall, upon first access, change the Password communicated by the Vendor List and may, at any time, change it following the instructions indicated by the System.

The Vendor is solely liable for maintaining the secrecy and confidentiality of the Access credentials and consequently solely liable for all the uses of the same, regardless of whether or not they were authorised.

The Vendor acknowledges that the knowledge of the access credentials by third parties allows the latter to access the System and to perform legally relevant acts directly attributable to the Vendor.

In relation to the above, the Vendor agrees to immediately communicate to F.A., by e-mail and subsequently confirmed via certified e-mail, the occurrence of any unauthorised use by third parties of their access credentials or any other security breach of which they are aware, hereto agreeing to hold the Fiera Milano Group harmless from any claims, including damages, promoted and/or directly or indirectly due to the aforementioned use or abuse by anyone.

The Vendor agrees to use the on-line Vendor List Services only and exclusively for the purposes provided for in this Regulation.

The Vendor assumes full responsibility for the content of messages and texts sent by it or in its name through the Services made available by the Site, hereto holding the Fiera Milano Group and its assignees harmless from any charges or prejudices in this regard.

8. DISCLAIMER

The Vendor acknowledges and accepts that the use of the on-line Vendor List takes place at its own risk.

The Fiera Milano Group cannot be held liable in case of impossibility for the user to use the Site Services due to disservices of any kind; The Fiera Milano Group cannot equally be held liable for any damages deriving from the Vendor's failed registration due to system malfunctions.

The Fiera Milano Group cannot be held liable for any other damage deriving from the impossibility of using one or more services or from the temporary interruption of any one of them.

9. QUALIFICATION SUSPENSION/CANCELLATION

The Vendor registered in the Vendor List will be periodically audited in order to ascertain the maintenance of the requisites required according to the merchandise category of specialisation.

When, as a result of this audit, conditions are found which, at the unquestionable judgement of F.A., lead to question the Vendor's ability to guarantee the required standards, F.A. reserves the right to suspend the qualification.

F.A. reserves the right to suspend the provision of the Services with immediate effect and without the need for any prior communication, in all cases where the Vendor:

- has used the Services for illegal purposes or for the transmission or exchange of unlawful, offensive, racist, slanderous, defamatory, abusive, harmful or vulgar material or otherwise able to cause harassment, disturbance or damage to the Company or to third parties;
- used the Services for the transmission or exchange of viruses, chain letters or for the distribution of unsolicited and mass e-mails;
- has not appropriately reported changes to their personal details or has adopted any other conduct that the Fiera Milano Group considers inadequate or in some way prejudicial.

The Vendor can be re-admitted by proving that he has effectively removed the impediment to qualification in the three months following its suspension.

Should one or more of the following situations occur, the Fiera Milano Group will deem the Vendor unusable at its sole discretion:

- who rejects a contract and/or a supply assigned to them by the Fiera Milano Group without providing suitable motivation;
- subjected to criminal proceedings or administrative offences; compulsory liquidation, business termination or suspension, arrangement with creditors or any insolvency procedure (excluding bankruptcy), subject to conviction with final judgement or accepted a plea bargain for a crime concerning the entrepreneur's professional ethics and/or professional conduct;
- who has been guilty of false statements in providing the business information requested by the Fiera Milano Group;
- in all cases in which the Fiera Milano Group loses its unquestionable will to continue business relations with the Vendor.

10. DISABLING

Each Vendor who has successfully completed the Registration Process in the Vendor List may, at any time, request to be disabled, expressing this will through an appropriate request, which must be sent by e-mail with a minimum notice of 30 days.

Disabling will not affect the execution of any obligations already assumed in any way, which will therefore have to be fully fulfilled.

11. AMENDMENTS TO THE REGULATION

The Fiera Milano Group reserves the right to make any changes it deems necessary to this Regulation. In this case the Regulations will be updated in the Vendor List and the new version will be considered valid from the date of last update and from the time of its publication.

12. COMMUNICATIONS BETWEEN THE PARTIES

All communications will be made by F.A. through e-mails sent to the e-mail address provided by the Vendor upon registration.

Messages received and/or delivered from/to the e-mail address indicated by the Vendor will constitute full and exclusive proof between the Parties regarding the content/date and time of the documents/messages exchanged;

The Vendor is required to promptly inform F.A., through access to the System and/or e-mail, of changes in the data recorded, as well as any change in the business structure.

In these hypotheses F.A., after having acknowledged the change, will confirm the validity of the previous registration or, in the case in which the unquestionable will to continue business relationships is lost with the Vendor, F.A. will cancel the qualification.

13. INTELLECTUAL PROPERTY RIGHTS

The Vendor expressly acknowledges and agrees that all intellectual property rights, protected on the basis of the rules relating to copyright or other legal provisions, including, as an example but not limited to, know-how, source code, software, hardware, projects, applications, patents, industrial secrets, formulas, algorithms, utility models, ornamental models and design, databases and the like, of which the Fiera Milano Group owns or which it can actually use under license to the Fiera Milano Group granted by third parties, remain exclusively owned by their legitimate owners.

The Vendor recognises and accepts that all contents (purely by way of example, software, images, graphics, photographs, music, sound, video, texts, data, etc.) are protected by current regulations regarding copyright, trademarks, patents or other exclusive rights provided for by law. The Vendor may not, therefore, use, copy, reproduce, distribute this content either fully or partially.

14. JURISDICTION AND APPLICABLE LAW

For any disputes that may arise between the Parties in relation to the validity, interpretation or execution of these Regulations shall be submitted to the Court of Milan.

This is governed by Italian law.

By accepting this document, the undersigned, as a Master User, declares to have read and understood these Rules in their entirety and to accept the contents in full.

Pursuant to articles 1341 and 1342 of the Civil Code, the following articles of these Regulations and General and Conditions are considered specifically approved:

6. Effects deriving from passing the evaluation process; 7. Vendor liability; 8. Disclaimer; 9. Qualification suspension/cancellation; 10. Disabling; 11. Amendments to the Regulation; 13. Intellectual Property Rights; 14. Jurisdiction and Applicable Law.