

CONTRACT OF ADHESION TO THE GENERAL CONDITIONS OF PARTICIPATION IN THE EVENTS CONDUCTED ON THE PORTAL FOR "POSTE ITALIANE S.P.A." ELECTRONIC TENDERS

The contract is transmitted for the following reason:

[Select the relevant box, indicating:

- *The object of the tender or DAS in the cases referred to in paragraphs B) and C);*
- *The category of the Register upon which the party in question is requesting inclusion. in the case referred to in paragraph D);;*
- *Any additional reasons relating to registration (not included in the cases listed), in the case referred to in paragraph E)*

A	<input type="checkbox"/>	Spontaneous registration	
B	<input type="checkbox"/>	Participation in the following tender (indicate the subject of the tender):	
C	<input type="checkbox"/>	Participation in the following Dynamic Acquisition System (fill in the subject of the DAS):	_____
D	<input type="checkbox"/>	Request for inclusion on the Register (indicate the category for which registration is requested)	_____
E	<input type="checkbox"/>	Other (please indicate):	_____

The choice indicated is not exclusive and does not prevent participation in one or more of the other types of event managed on the portal.

1. INTRODUCTION AND GENERAL PRINCIPLES

1.1 Poste Italiane SpA (henceforth referred to simply as "**Poste**") is the owner of a portal for the management of electronic tenders and other procedures carried out with the aid of electronic means belonging to the Poste Group, available at the link www.posteprocurement.it (hereinafter also referred to as "**Portal**").

1.2 The portal, which exists on a technological platform owned by the company BravoSolution Italia S.p.A., consists of hardware and software licensed to Poste Italiane designed to enable the execution of the aforementioned electronic procedures (hereinafter also referred to as "**Events**").

1.3 BravoSolution Italia S.p.A. exercises the role of "**System Manager**" for Poste Italiane pursuant to the legislation in force, as well as providing technical support for the benefit of the subjects (hereinafter referred to as the "**Economic Operators**") who, operating in the sphere of their entrepreneurial, institutional or professional activity, participate in the events.

1.4 Poste operates on the portal as contracting authority, both on its own behalf and on behalf of Group companies.

1.5 The purpose of this agreement is to define the terms and conditions for participation in the events (which consist of dynamic negotiations, requests for proposals in a digital envelope (encrypted), as well as other events organized by the contracting authority on the portal) by the economic operators.

1.6 Further conditions regarding the execution of each event are governed by the documentation (e.g. letters of invitation) and by the specific sections available on the portal containing the relevant information, in addition to the current legislation, including Italian Legislative Decree 50/2016 and subsequent amendments and additions in particular.

2. REGISTRATION ON THE PORTAL - PARTICIPATION IN EVENTS

2.1 Registration on the portal is a necessary condition for participation in the events. In view of the above, the economic operator must provide BravoSolution Italia S.p.A., truthfully and correctly, with the relevant data and with any information deemed necessary or useful by Poste for identification (the "**Registration Data**").

2.2 On registering, the economic operator chooses one or more identification codes (**User ID**) and is assigned one or more keywords (**Password**); these are strictly personal and non-transferable. The economic operator also undertakes not to disclose this information to third parties and to guard and protect it. The economic operator is the sole party responsible in case of improper use of the information by third parties, and in any case undertakes to immediately notify Poste (including though the system manager), of the possible theft or loss of this information.

2.3 Registration is considered to be complete when the User ID and Password have been activated by the system manager on the instructions of Poste. In order to ensure that the User ID and Password are enabled, the economic operator must also submit this agreement, signed by the relevant legal representative or in any case by a person with appropriate powers, and accompanied by a photocopy of a valid identity document of the subscriber, in accordance with the methods indicated on the portal.

2.4 The economic operator designates the name shown in the appropriate space at the bottom of the agreement as the subject authorized to use the platform (Main Account). In the absence of a specific indication, the economic operator designates the signatory of the agreement as the main account holder.

2.5 The contracting authority grants the economic operator the right to:

- a) Enable additional subjects to use the platform (the "Operating Accounts");
- b) Revoke the authorization, expand or restrict the scope of the powers granted to the operating accounts.

2.6 The economic operator can participate in the events using a standard personal computer equipped with a common browser connected to the internet, provided this meets the minimum configuration requirements stipulated by the platform (see par. 12). The purchase, installation and configuration of the hardware, software and connections for access to the internet remain the sole responsibility of the economic operator.

2.7 Unless otherwise agreed, participation in the events by economic operators entails the viewing, downloading and acceptance of the documents attached to each individual event by Poste (the Attachments).

3. OBLIGATIONS AND GUARANTEES OF THE CONTRACTING AUTHORITY AND THE ECONOMIC OPERATOR

3.1 Poste (including through BravoSolution Italia SpA) and the economic operators undertake to adopt all the precautions and technical measures necessary in order to protect the security of the data and the commercial information exchanged during the event, and to prevent access to this by unauthorized third parties.

3.2 Poste reserves the right to take legal action against third parties not expressly authorized to access the aforementioned information, as well as against the economic operator in cases such as that referred to in the preceding paragraph.

3.3 The annexes and the additional information provided by Poste in relation to the individual event (hereinafter also referred to as "**Negotiation Documentation**") through the specific sections of the portal reserved for this information ("**Personal Folder**" of the contracting authority) constitute essential elements of the contract of purchase or sale to be concluded as a result of the event (the "**Sales and Purchase Agreement**") between Poste and the economic operator who is awarded the tender.

3.4 Poste and the economic operators mutually acknowledge that the sales purchase agreement, as well as the negotiation, conclusion and execution thereof, shall be conducted exclusively with one another, and recognize that the system manager is completely extraneous to the negotiation, conclusion or non-conclusion and execution of this agreement.

3.5 Poste and the economic operators acknowledge that the system manager exclusively provides an assistance and concession service for the use of the platform, on an independent and autonomous basis, and shall not take part or intervene in the negotiations designed to facilitate the conclusion of the sales and purchase agreement.

4. OBLIGATIONS AND GUARANTEES OF THE ECONOMIC OPERATOR

4.1 With regard to the use of the platform, the economic operator undertakes:

- a) To comply with the terms and conditions indicated in this agreement and in the negotiation documentation;
- b) Not to engage in anti-competitive behavior or practices that are contrary to the laws, regulations and/or rights of third parties, and not to disseminate false, misleading or illicit information;
- c) To treat the data and information relating to each event as strictly confidential or reserved;

d) To use and configure their own software and hardware in order to guarantee the security of the event information.

4.2 With regard to the use of the platform, the economic operator declares and guarantees to have full ownership of or access to the data, information and content provided to Poste, and that the use of this information by Poste does not violate the rights of third parties, or indeed violate any laws and/or regulations.

The economic operator agrees to defend Poste, at its own expense, in any legal action taken against the latter, holding Poste harmless and indemnifying Poste from any order to pay damages or compensation in the case of a final judgement relating to violation of the guarantees set out above.

5. EXPRESS TERMINATION CLAUSE - RIGHT OF WITHDRAWAL

5.1 Poste reserves the right to terminate this agreement pursuant to and in accordance with Article 1456 of the Italian Civil Code, in the case of failure to meet any of the obligations stipulated (even only one of these) by the economic operator, or where the latter is subject to bankruptcy or other insolvency proceedings.

5.2. The economic operator is not permitted to exercise the right to withdraw from this agreement during the course of an event in which they are participating, including during the awarding stage.

5.3. Without prejudice to the provisions of Art. 5.2, Poste and the economic operator shall have the right to terminate the agreement at any time upon written notice sent by fax or email with confirmation by registered letter with delivery receipt.

6. LIMITATION OF LIABILITY AND ABSENCE OF GUARANTEES

6.1 On signing this agreement, the economic operator accepts that Poste and the system manager shall not be held in any way responsible for any losses and/or damage sustained by the economic operator resulting from the use of the portal, including loss of business opportunities, loss of profits, loss of data, damage to the image, requests for compensation, action and/or claims by third parties.

6.2 Poste and the system manager assume no responsibility for data loss, delays, malfunction, suspension and/or interruption of the portal during the event, caused by:

- a) "Force Majeure" cases such as (for illustrative purposes only) failure of power supply and/or telephone lines and/or network connection caused by third parties, strikes, industrial disputes, wars, government or civil or military reasons, embargoes, acts of vandalism and terrorism, epidemics, floods, earthquakes, fires and other natural disasters;
- b) Incorrect use of the portal by the economic operator;
- c) Flaws in the connection equipment used by the economic operator;
- d) Failure of Poste and/or BravoSolution S.p.A. computer systems, telecommunications equipment and/or technological systems for periods not exceeding 30 days;

6.3 The economic operator acknowledges and accepts that:

- a) Poste reserves the right to interrupt and/or suspend the use of the platform and/or cancel the registration and enabling of users at any time, following a simple communication to the economic operator to this effect, without incurring any liability towards the latter;
- b) Poste does not guarantee access to the websites to which links on the portal could direct the user, and similarly, does not guarantee the truthfulness, completeness, compliance with the law and respect for the rights of third parties of the contents of the aforementioned.

7. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

7.1 The contents and information provided to the economic operator through the platform shall remain the exclusive property of Poste. This content and information, as well as the platform owned by BravoSolution Italia S.p.A., licensed to Poste, are protected by copyright or other intellectual property rights (including database rights).

7.2 The economic operator undertakes not to download, reproduce, transmit, sell or distribute, in whole or in part, in any capacity, the content and information available or received through the portal, without the express written authorization of Poste and for purposes other than that of enabling access to and use of the portal.

7.3 The economic operator accepts that the registration data, as well as the data and information subsequently supplied, are inserted in a database which is exclusively owned by Poste, and that the technical management of this with regard to data processing is guaranteed by BravoSolution Italia S.p.A .

8. PROTECTION OF PERSONAL DATA - Notice pursuant to Regulation (EU) 2016/679, "General Data Protection Regulation (GDPR)" (Articles 13 and subsequent)

Within the context of the processing of the personal data provided by the interested party for the performance of the service, Poste Italiane SpA, with headquarters in Rome, Viale Europa 190 - (hereinafter referred to as Poste), in its capacity as data controller in full compliance with the applicable legislation on personal data protection, is required to provide the following information regarding the use of personal data.

8.1 Source of personal data

Personal data is also provided by means of the remote communication methods of which Poste makes use (including the website and the call center) directly by the subject to whom the personal data refer ("Interested Party").

8.2 Purpose of the processing of personal data

The personal data provided by the interested party will be processed for the following purposes:

- 1) Purposes related to the completion of the online procedures managed through the portal and/or to the fulfillment of specific requests of the interested party before the conclusion of the contract;

2) Purposes related to the fulfillment of obligations required by law, by a regulation or by Community legislation.

8.3 Mandatory nature of the provision of personal data and consequences of a possible refusal

The provision of data for the purposes referred to in points 1) and 2) above is mandatory and any refusal will result in the impossibility of completion of the Portal registration procedure, and the inability of the interested party to participate in online procedures.

8.4 Methods of processing personal data

The processing of personal data in relation to the aforementioned purposes shall take place using manual and/or IT and telematics tools, using logics strictly related to the purposes themselves, and in any case in such a way as to guarantee the security and confidentiality of the data.

Without prejudice to the above, Poste undertakes to adopt all organizational, physical and logical measures from the regulations applicable to personal data protection. The processing of personal data will be carried out so as to guarantee adequate security and confidentiality and to prevent access or unauthorized use of the personal data.

Therefore, the personal data in question will be processed and stored in full compliance with the principles of necessity, minimization of data and limitation of the retention period, through the adoption of technical and organizational measures appropriate to the level of risk of the processing activities and for a period of time not exceeding that required to achieve the purposes for which the data is being processed, and in any case, for the period provided for by law.

8.5 Categories of subjects to whom personal data may be communicated

Personal data may be disclosed to public administration bodies for the purposes of the processing operations indicated above, as well to third parties for the provision of various services (accounting, shipping correspondence, banking services, foreign correspondents, etc.), to companies of the Poste Italiane Group, and to third-party companies belonging to the categories of economic information and debt collection companies used by Poste to perform its activities. The data will not be communicated or disclosed to other subjects unless the consent of the interested party is requested, or in the cases provided for by legal obligations.

8.6 Data Processor

The data processor pursuant to Article 28 of Regulation (EU) 2016/679, is Bravosolution Italy S.p.A.- [Stefano Gentilini at Bravo Solution S.p.A. Viale Rombon 11 Milan]

8.7 Rights of the interested party

To exercise the rights referred to in Articles 15 et seq. of Regulation (EU) 2016/679, the interested party may contact the data processor by sending a fax to the following number: (+39) 02 - 266002228.

In particular, the interested party has the right to access the following information: the purposes of the processing, the categories of personal data, the recipients or categories of recipients to whom the personal data have been or will be communicated (including recipients from third countries or international organizations), the period of storage of the personal data provided or, if this is not possible, the criteria

used to determine this period, the origin of the personal data, the existence of a profiling process and information on the logic used.

Furthermore, the interested party has the right to:

- Obtain the correction of inaccurate personal data;
- Obtain the integration of incomplete personal data;
- Obtain the limitation of the processing of personal data (in this case, the data is processed only with the consent of the interested party, with the exception of the necessary conservation of the same);
- Oppose the processing of the data;
- Obtain the deletion of the data ("right to be forgotten");
- Exercise the right to data portability, or the transmission of your personal data by one data controller to another, if technically feasible.

8.8 Data Protection Officer

The Data Protection Officer (DPO) is the person responsible for the protection of personal data and is appointed by the data controller to perform the functions expressly provided for under the European Regulation on the protection of personal data (GDPR). The DPO can be contacted at the DPO office of Poste Italiane, in Viale Europa 175, 00144 Rome, email: ufficiorpd@posteitaliane.it.

9. MODIFICATIONS TO THE GENERAL TERMS AND CONDITIONS

9.1 The economic operator agrees that Poste may modify this agreement at any time upon notice to the aforementioned at the addresses referred to in paragraph 11.

9.2 Amendments are tacitly accepted by the economic operator in cases where Poste does not receive a notice regarding the refusal to accept these amendments from the economic operator within 15 days of sending of the communication letter referred to in paragraph 9.1.

9.3 It remains the right of the economic operator to withdraw from the agreement following the notification referred to in paragraph 9.1. In any case, the continued use of the portal entails acceptance of the changes.

9.4 The acceptance of the amendments by the economic operator cannot be partial, and must regard the amendment as a whole.

10. CONFIDENTIALITY OF COMMERCIAL INFORMATION – ONLINE SECURITY

10.1 The data and commercial information regarding each event is to be treated by Poste and BravoSolution as strictly confidential and reserved.

10.2 With the support of the system manager, Poste must put in place the most appropriate technical and procedural measures to ensure the security of information during events.

11. COMMUNICATIONS

11.1 Any communication relating to the present agreement shall be sent:

- a) With regard to the economic operator, by email, to the address provided to Poste on registration;
- b) With regard to Poste, to the email address info@posteprocurement.it or via fax to the number provided in the information section of the portal.

12. MINIMUM TECHNICAL REQUIREMENTS

The economic operator must comply with the minimum requirements in terms of hardware, software and connectivity, as communicated within the tender documentation and in relation to the individual event.

13. APPLICABLE LAW AND JURISDICTION

13.1 Any dispute arising from the interpretation, execution and/or termination of this agreement shall be governed by Italian law, and shall fall under the exclusive jurisdiction of the Court of Rome.

Place and date.....

THE ECONOMIC OPERATOR

Signature

N.B. Photocopy of ID document attached_____

no._____ of_____ (date) _____ issued by_____

MAIN ACCOUNT DATA

COMPANY NAME OF THE ECONOMIC OPERATOR [_____]

VAT NUMBER: [_____]

HEADQUARTERS: [_____]

REPRESENTED BY:

NAME: [_____]

SURNAME: [_____]

QUALIFICATION: [_____]

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the economic operator declares that the agreements contained in the following articles of this document have been read and specifically approved: Article 2 (Registration on the portal - Participation in events), Article 3 (Obligations and guarantees of the contracting authority and the economic operator), Article 4 (Obligations and guarantees of the economic operator), Article 5 (Express termination clause - Right of withdrawal), Article 6 (Limitation of liability and absence of guarantees), Article 7 (Industrial and intellectual property rights), Article 8 (Protection of personal data) and Article 9 (Modifications to the general terms and conditions).

THE ECONOMIC OPERATOR

Signature

DATE

The present agreement must be signed by the legal representative or in any case by a person vested with the appropriate powers, and must be accompanied by a photocopy of a valid identity document of the

subscriber and by an appropriate power of attorney, where necessary, in the manner indicated in the portal.