

**GENERAL TERMS AND CONDITIONS FOR PARTICIPATION  
TO EVENTS ON THE SYNERGO PORTAL  
FOR  
PIZZAROTTI, LLC / PIZZAROTTI GROUP**  
(Rev. nr°6 – October 2017)

**1. FOREWORD AND GENERAL TERMS**

- 1.1 Pizzarotti, LLC ("Pizzarotti") is part owner of the website <https://pizzarotti.bravosolution.com/pizzarotti-usa/> (the "Site") on which, Pizzarotti has been supplied with a dedicated platform area (the "Portal") through technology which is property of BravoSolution Italia S.p.A. ("BravoSolution"), in order to carry out online dynamic negotiations, requests for information, requests for Proposal and other types of negotiations (the "Events"). The platform is composed of hardware and software and it is property of BravoSolution and is licensed to Pizzarotti.
- 1.2 The purpose of this document (the "General Conditions") is to define the terms and conditions under which certain subjects (the "Participants") may participate upon invitation, as part of their institutional, professional or company activity, to the Events on the Portal.
- 1.3 Pizzarotti and the Participants acknowledge that BravoSolution supplies a service of assistance and concession of use of the Portal and shall not take part in the negotiation or execution of any agreement between them.
- 1.4 Pizzarotti and the Participants hold BravoSolution (including its directors, employees and/or agents) harmless of any claim, complaint, lawsuit of any nature pertaining to alleged damages caused by the use of the Portal and/or the execution of the Events, except for cases of willful misconduct or gross negligence.

**2. THE EVENTS**

- 2.1 The following types of Events are organized on the Portal.
- 2.2 **Requests for Information.** These are requests to send (via electronic means only) non-binding document-based information, economical estimates and/or documentation of technical and/or commercial conditions.
- 2.3 **Requests for Proposal.** These are requests to send (via electronic means only) binding document-based information, economical estimates/bids and/or documentation of technical and commercial conditions (the "Proposal").
- 2.4 **Dynamic Negotiations (Auctions).** These are negotiations in real time (via electronic means only) which allow to carry out trade transactions, and to award to Participants contracts for the supply of goods and/or services.
- 2.5 Each Event may be organized by involving one or more Participants, and is carried out in compliance with applicable laws on equal opportunity, transparency, good faith, fairness, confidentiality and data protection.

**3. ONLINE REGISTRATION AND EVENT PARTICIPATION**

- 3.1 In order to take part in the Events, Participants must register on the Portal. As part of this registration, Participants shall communicate truthfully and completely to Pizzarotti all data and information requested, in order to be correctly identified hereafter (the "Registration Data").
- 3.2 Upon registration, Participants will choose an identification code (the "User ID") and will automatically receive one access key (the "Password"). Upon the first login Participants will be asked to change this automatically generated password for security purposes. The registration process is concluded when the Password and User ID have been received and activated by Pizzarotti and dedicated forms have been completed as requested (if any).
- 3.3 User ID and Password are strictly personal and the holders agree not to disclose them neither inside nor outside of the organization of Participants. Holders are considered sole responsible persons for the use of User ID and/or Password, and shall communicate promptly to Pizzarotti in case they are stolen or lost.
- 3.4 Participants may participate in the Events, upon invitation by Pizzarotti, through a standard PC with a web browser that is connected to an internet-enabled network. Participants are solely responsible for the costs of purchasing, installation and configuration of hardware and software necessary to access the Portal.
- 3.5 Events are disciplined by these General Conditions, by the document outlining the Event (the

"Publication Letter") by the provisions and definitions contained in the specific informative sections of the Portal, as well as by any other document specifically pointed out by Pizzarotti. Participation in any Event implies acknowledgement and acceptance of terms and conditions set forth in the above documents.

- 3.6** Attachments and communications may be consulted online by accessing Participant's personal "Message Area" folder, inside each individual Event.

#### **4. EXECUTION OF THE EVENTS – GENERAL TERMS**

- 4.1** Pizzarotti and the Participants acknowledge that, for the entire duration of the Event, including its interruption, suspension, restart or cancellation, if any, the Proposals submitted, the communications occurred, the official time and the elapsed time shall be solely those registered by the Portal. They also acknowledge that said recordings shall constitute full proof of the circumstances they represent.
- 4.2** In case of discrepancy, the Proposals uploaded in the Portal shall supersede anything contained in files, attachments and other documents sent or made available by the Participant.
- 4.3** The Participants acknowledge that the Portal does not enable them to visualize the identity of any other Participant during the execution of the Events.
- 4.4** Each Event starts with the sending of the invitation by Pizzarotti and ends on the date and time specifically set forth by Pizzarotti.
- 4.5** Any information, Proposal, proposal and/or offer submitted shall be evaluated at Pizzarotti discretion. Pizzarotti reserves the right to reject any information, Proposal, proposal and/or offer or not to award an Event at all, or not to enter into any agreement with the Participants, without any right of Participants to reimbursement or indemnification.
- 4.6** The communication of acceptance (awarding) or rejection of any information, Proposal, proposal and/or offer/bid is carried out by Pizzarotti after the Event has been closed on the Portal. Such communication is subject to technical verification and requires explicit confirmation.

#### **5. EXECUTION OF THE EVENTS – COMMUNICATIONS**

- 5.1** Actions and communications by Pizzarotti, by the Participants or by BravoSolution to either of them, may be carried out at any stage of the Event in two different operating modes or in a combination thereof: a) online; b) offline.
- 5.2** The online operating mode is the standard mode to carry out all Events, and envisages that Pizzarotti and the Participants enter any data by using instruments and icons available on the Portal, including the exchange of messages online through the dedicated area of each Event.
- 5.3** The offline operating mode envisages that for any problem related to malfunction of the Portal, BravoSolution will assist Pizzarotti and/or the Participants by inserting any data on their behalf, once provided with written consent to do so.
- 5.4** BravoSolution may, based on applicable laws and regulations, record telephone conversations that have with Participants.

#### **6. EXECUTION OF THE EVENTS – REQUESTS FOR PROPOSAL**

- 6.1** Each Event is executed through the uploading of the Proposal by the Participants up to the Event closure, according to the execution modes and the configuration options of the Portal, as set forth in the Publication Letter and/or in the informative sections of the Portal.
- 6.2** Each Participant may upload one or more Proposals. Only the latest uploaded Proposal before the closure of the Event is considered valid by Pizzarotti for the purpose of awarding.
- 6.3** Following final closure of the Event, Pizzarotti shall communicate the result of the event to all Participants that submitted at least one Proposal.
- 6.4** Pizzarotti reserves the right to award the Event to one or to multiple Participant(s) that submitted at least one Proposal.
- 6.5** Pizzarotti reserves the right to award the Event at a different price than the one set forth in the Proposal. Should the Participant decide to accept the awarding, the price of goods and/or services shall be agreed upon by Pizzarotti and the Participant. Pizzarotti and the Participant shall carry out/conclude the negotiation by means of the messaging tool on the Portal should the Event itself not be re-opened for the Participant to insert his updated Proposal price.
- 6.6** Any attachment uploaded in the Portal constitute material elements of the agreement that may be concluded as a result of the Event between Pizzarotti and the Participants (the "Trade Agreement").

## **7. INTERRUPTION, SUSPENSION OR CANCELLATION OF THE EVENTS**

- 7.1** Participants shall have no right to reimbursement or indemnification in case of interruption of the Event. BravoSolution will communicate at the earliest the occurring of such interruption to the Participants.
- 7.2** Pizzarotti reserves the right to suspend or cancel an Event at any time without any right of Participants to reimbursement or indemnification. BravoSolution will communicate at the earliest any such decision to the Participants.
- 7.3** In case of interruption or cancellation, the communication to the Participants shall include duration and modalities of resuming, if any, to be determined by Pizzarotti.
- 7.4** Unless otherwise communicated, the Event shall be resumed from the last valid Proposals recorded in the Portal.
- 7.5** Unless resumed within thirty (30) days, an Event is considered cancelled.

## **8. OBLIGATIONS OF THE PARTICIPANTS**

- 8.1** Participants warrant that the offered goods and/or services are compliant with their stated description and possess the qualities that are guaranteed by the Participants.
- 8.2** Participants warrant that they own or possess legitimate title on the offered goods and/or services, so as to render them immediately available at any time to Pizzarotti following the awarding of the Event, and that their use by Pizzarotti pursuant to the Trade Agreement does not violate any third party rights or applicable laws or applicable regulations.
- 8.3** Participants shall maintain ownership or legitimate title and availability of offered goods and/or services for the entire duration of the Event up to its awarding and execution of the Trade Agreement.
- 8.4** Participants shall provide a detailed, faithful and fair description and representation of goods and/or services offered;
- 8.5** Participants shall agree in good faith on the proper modes and timing of verification of any goods and/or services offered.
- 8.6** Participants shall uphold Proposals or Information entered on the Portal for the entire duration of the Event, up until the awarding, or for the different time, if any, set for the in the Publication Letter.
- 8.7** Participants undertake, in case of being awarded the Event, to execute the Trade Agreement with Pizzarotti. Pizzarotti reserves the right to recover any damage sustained in case Participant refuses to execute such Trade Agreement.
- 8.8** In case the Participant awarded with the Event, for any reason, turns down the awarding or fails to execute the Trade Agreement, Pizzarotti shall revoke the awarding and reserves the right to award the Event to another Participant to the Event, or to cancel the Event.
- 8.9** Participants shall not disrupt the execution of the Event through behavior or practices in breach of applicable laws on fair competition or antitrust or the like, including but not limited to price collusion with other Participants or third parties, disingenuous Proposals, or the like;
- 8.10** Participants shall refrain from offering goods and/or services which are or could be reasonably believed to be of illegal or dubious origin; counterfeit; in violation of third party rights and/or of national and international provisions on industrial and intellectual property; or of any kind which may not be sold pursuant to applicable law or regulations.

## **9. LIMITATION OF LIABILITY AND WARRANTY WAIVER BY BRAVOSOLUTION**

- 9.1** Neither BravoSolution nor Pizzarotti shall be under any circumstances liable of any damage and/or injury caused to Participants from utilization of the Portal, including loss of trade opportunities, loss of income, loss of data, damaged reputation, requests for indemnification and/or third party claims.
- 9.2** BravoSolution shall not take part in and declines any responsibility on verification of any goods and/or services offered by the Participants.
- 9.3** BravoSolution declines responsibility for loss of data, delays, malfunctioning, suspension and/or interruption of the Portal caused by:
  - *Force Majeure* events, including but not limited to discontinuation of electrical power, telephone lines or data connection due to third parties, strikes, industrial litigations, wars, national interests, actions of civil or military authorities, embargos, terrorist attacks and vandalism, epidemics, floods, earthquakes, fires and other natural disasters;
  - Incorrect use of the Portal by the Participant and/or by Pizzarotti;
  - Malfunctioning of connection equipment used by the Participant and/or by Pizzarotti.

## **10. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS**

- 10.1** All content and information supplied to Participants through the Portal and through the software, other than the documents governing the Events, is exclusive property of BravoSolution and licensed to Pizzarotti. They are protected by applicable law on copyright (including database rights).
- 10.2** All documents governing the Events are exclusive property of Pizzarotti and are protected by applicable law on copyright.
- 10.3** Participants shall not download, copy, forward, sell or distribute, even partially, for any reason, content and information that are available on the Portal or that have been obtained through it, for purposes other than access to the Site and use of the Portal for the purpose of participating in the Events.
- 10.4** All information, Proposal, proposal and/or offer uploaded on the Portal, submitted or made available by any Participant in the framework of an Event, remain the property of said Participant. Pizzarotti enjoys a complete and unlimited and royalty-free right to use them for any purpose. BravoSolution enjoys a complete and unlimited and royalty-free right to use them for the purpose of enabling the organization of Events.
- 10.5** Participants shall use the Portal in a way that prevents circulation of false and/or deceitful information, pornographic, racist, obscene, blasphemous, slandering or generically offensive material and/or messages.
- 10.6** Each Participant represents that it owns or has legitimate title over every brand offered and that their use by Pizzarotti pursuant to the Trade Agreement does not violate any third party rights or applicable laws or applicable regulations.
- 10.7** Each Participant represents that it owns or has legitimate title over every piece of information and content offered and that their use by Pizzarotti pursuant to the Trade Agreement does not violate any third party rights or applicable laws or applicable regulations.

## **11. PROTECTION OF PERSONAL DATA**

- 11.1** Pizzarotti and the Participants shall exert reasonable care to ensure the protection of data and information that are exchanged during the Event and they shall prevent access to them by unauthorized third parties. BravoSolution guarantees the protection of all data or information properly uploaded in, exchanged through or sent via the Portal.
- 11.2** All data provided by Participant shall be used by Pizzarotti and/or BravoSolution pursuant to the applicable laws and regulations on data protection.
- 11.3** Each Participant consents to such use by Pizzarotti and/or BravoSolution.

## **12. TRADE INFORMATION CONFIDENTIALITY – IT SECURITY**

- 12.1** Information pertaining to each Event shall be treated by BravoSolution, Pizzarotti and each Participant as confidential information.
- 12.2** BravoSolution, Pizzarotti and each Participant shall avail themselves of all technical requirements in order to ensure IT security during the execution of the Events.