

# ACTIVATION CONTRACT FOR SYNERGO PORTAL by PIZZAROTTI

(rev.2.0)

## 1. Foreword

Pizzarotti & C. S.p.A. (hereinafter, **Pizzarotti**), registered office in Parma, Via Anna Maria Adorni, 1, tax code 01755470158, Parma Companies Register Number 23124, owner of the Portal SYNERGO by Pizzarotti (hereinafter, **Portal**) accessible at the web address, [www.pizzarotti.it](http://www.pizzarotti.it).

## 2. Subject

The scope of the document herein is to define the terms and conditions (hereinafter, the **Contract**) governing the qualification for the Portal and the use of services available therein through the BravoSolution S.p.A. platform (hereinafter, **BravoSolution**), registered office in Bergamo, Piazza della Repubblica, 2, tax code and Bergamo Companies Register Number 02799520164, by parties having a VAT Number (hereinafter, the **Seller** together, the **Sellers** ).

## 3. Qualification procedure and conclusion of Contract

3.1 To the end of qualifying for the Portal , the Seller shall enter or provide, in a truthful and complete fashion, all personal information, e-mail address and other details that Pizzarotti may deem necessary or useful to facilitate the Seller's identification (hereinafter, the **Registration Data**) in compliance with the indications given in the following section. The aforesaid data can be entered on a dedicated form available on the Portal (hereinafter, the **Form**). In case of incorrect Registration Data entries or need to change or update entries, the Seller, who however shall be solely accountable for incorrect or dated information, shall undertake to change entries immediately through the dispatch of an e-mail or a fax to Pizzarotti.

### 3.2 Methods of Activation

#### 3.2.1 Seller's registration on the Portal can be as follows:

(a) *online*, that is to say via the *online* filling of the Form and the *online* acceptance of the Contract by clicking on the dedicated icon and the submitting of both documents to Pizzarotti by clicking on the dedicated icons available on the Portal;

(b) *offline*, via one of the two options here below:

(i) via telephone communication to Pizzarotti of the Registration Data necessary to fill-in the Form; in said case, Pizzarotti shall be entitled, in compliance with the provisions of the law, to proceed with the recording of the telephone conversations. The Seller shall simultaneously fax the Contract duly signed to Pizzarotti;

(ii) via download of the Form and the Contract from the Portal, filling the form with all the Registration Data requested, signing of the Contract where specified and faxing both documents to Pizzarotti.

- 3.2.2 The actual availability of both the aforesaid registration systems shall be at the choice of Pizzarotti. Should only one of the dual methods be available for some or all of the Portal functions, the Seller shall undertake to operate on the system available.
- 3.3 Upon registration, the Seller shall choose one (or more) User ID(s) and be awarded one or more Keyword(s) (Password(s)) (hereinafter, the **Qualification**). User ID(s) and/or Password(s) shall enable the Seller to take part in the Events (as stated in Article 4.1 below), pursuant to specific applicable terms and conditions.
- 3.4 The Qualification shall be understood to have been completed and the Contract concluded upon Pizzarotti sending Password(s) to Seller.
- 3.5 Should the Seller provide untruthful or incomplete information upon registration, Pizzarotti shall be entitled to reject the registration following a communication to the Seller.
- 3.6 User ID(s) and Password(s) are strictly personal and non-transferable. The Seller shall pledge not to disclose them to third parties and to store and protect them with the utmost care. The Seller shall be solely accountable for use by third parties of both User ID(s) and Password(s).
- 3.7 The Seller shall undertake to inform Pizzarotti immediately, in any case, via e-mail or fax, of theft, mislaying or loss of both User ID(s) and Password(s).

#### **4. Qualification for services**

- 4.1 Qualification to participate as Seller in Dynamic Negotiation Services and in Request for Quotation. Upon Qualification, the Seller shall be deemed eligible to participate, as such, in Dynamic Negotiation<sup>1</sup> and/or Request for Quotation<sup>2</sup> Events (hereinafter, the **Events** ) organised by Pizzarotti in its role of buyer (hereinafter, the **Buyer**) to be performed via the technological platform devised by BravoSolution (hereinafter, the **Platform**) and whose functioning is detailed in regulations governing Dynamic Negotiation and Request for Quotation (hereinafter, the **Regulations** ) You have submitted to us . The Seller shall also pledge, following careful reading, to fully acknowledge all the terms and conditions of the afore-stated Regulations.

#### **4.2 Fees Charged To Awarded Seller/s**

Fees for the services and utilization of the BravoSolution Platform shall be borne by Pizzarotti, with the sole exception of:

- Fee to be sustained by the awarded Seller of an Event that shall be mutually agreed with BravoSolution prior to the Event itself.
- Annual activation fee on the platform in accordance with the Terms and Conditions for Request for Quotation and Dynamic Negotiation on the Portal “Synergo by Pizzarotti”

Therefore, an indispensable condition for participating in Events which are conducted on the Synergo portal is that all participating Sellers shall have previously agreed upon the fee owed to BravoSolution in case of awarding, prior to the start of each single event .

<sup>1</sup> That is to say, the event defining via electronic means the elements deemed essential for the conclusion of commercial transactions, namely the dynamic definition of price as well as other contract conditions pertinent to the exchanger of goods and services.

<sup>2</sup> The invitation to bid and the consequent submitting, all via electronic means, of a binding economic quotation and/or technical and commercial terms and conditions pertinent to the exchanger of goods and services.

**4.3 Obligations related to Sellers Qualified for Dynamic Negotiation Services and Request for Quotation. Sellers participating in Events shall pledge:**

- (i) to comply with the terms and conditions stated in the Regulations;
- (ii) to comply with the obligations stated in Art. 7 of the Contract herein;
- (iii) not to engage in anticompetitive behavior or practices which are detrimental to the laws, regulations and/or third party rights
- (iv) to not hold Pizzarotti and its directors, employees and/or third parties responsible for claims, demands, legal action for damages of any type incurred resulting from utilization of the platform;
- (v) pay the annual activation fee according to the Terms and Conditions for services related to Request for Quotation and Dynamic Negotiation on the portal "Synergo by Pizzarotti";
- (vi) to pay the fee pertinent to Events which are to be agreed with BravoSolution from time to time;
- (vii) to refrain from advertising activities through the Platform.

**4.4 Utilization of the Platform**

Concerning the use of the Platform, we acknowledge and accept that Pizzarotti:

- (i) shall have the right to terminate definitively and/or suspend access to Platform:
  - (a) at any point in time, upon sending a simple notification via fax or e-mail to Event participants with no further obligations in their regard;
  - (b) should anyone of the Sellers be held accountable for, or charged with violations of provisions as envisaged in point 4.3 above (Obligations), without any further accountability towards the violator and reserving the right for compensation for additional damages.
- (ii) shall in no way be held accountable for any damage suffered by Sellers participating in Events arising from their involvement, including loss of commercial opportunities, missed earnings, loss of data, harm to image;
- (iii) shall not accept any accountability for delays, mal- functioning, suspension and/or interruption of access to Platform as a result of factors stated in Article 9.2 of the Contract;
- (iv) shall not guarantee the legal capacity and good faith of Sellers participating in Events;
- (v) shall not guarantee any possible trading contract between the Buyer and the Sellers.

**5 Utilization of Services**

The Seller shall be entitled to access the Portal and avail of Services through a standard personal computer, featuring a common browser connected with the telephone network for Internet access. Purchase, installation and hardware/software configuration to enable access to Portal and the use of Services shall be at the expense of the Seller.

## **6 Cancellation of Qualification**

- 6.1 Pursuant to Art. 5 of Decree Nr. 185/99 governing the subject of distance contracts, the Seller shall be entitled, no penalty applied whatsoever, to cancel the Qualification at any point in time upon sending a written communication to Pizzarotti, via fax or e-mail, to the address given in Article 13 below.
- 6.2 The Qualification shall be cancelled automatically, upon awritten communication sent by Pizzarotti to Seller:
- (a) if the Seller has been in breach, in whole or in part, of just one of the provisions stated in Art. 7 and 8;
  - (b) if the Seller is subject to liquidation, bankruptcy or composition with creditors or similar procedures.
- 6.3 Pizzarotti, however, shall be entitled to cancel the Qualification at any point in time.
- 6.4 For circumstances as in the above-mentioned Articles 6.1, 6.2 and 6.3, the Seller shall be stripped of the right to use *User ID(s)* and *Password(s)* as well as avail of Services.

## **7. Obligations of the Seller**

The Seller undertakes to use the Portal and Services in a manner that:

- (a) all provisions stated in the Contract are respected;
- (b) no provisions of law and/or Third Party rights like, as way of example only, industrial and/or intellectual property rights, are violated
- (c) no false and/or deceitful information, pornographic, racist, obscene, blasphemous, defamatory or somewhat offensive material and/or messages are entered on Sites;
- (d) all the rules of Netiquette, ethical principles and good behaviour prevailing among users of networking services are respected, as at <http://www.nic.it/NA/netiquette.txt>

## **8. Guarantees of the Seller**

The Seller declares and guarantees:

- (a) full and exclusive ownership of Brand Names (as defined in Article 10.4 below) and their use by Pizzarotti pursuant to the Contract is not in violation of any Third Party rights and/or applicable laws and regulations;
- (b) full ownership or availability of information and contents supplied to Pizzarotti pursuant to Contract and their use by Pizzarotti pursuant to the Contract is not in violation of any Third party rights and/or applicable laws and regulations.

## **9. Pizzarotti Limitation of Accountability**

9.1 Pizzarotti shall in no way be held accountable for any damage caused to the Seller consequent to the use of the Portal and of Services, including any loss of commercial opportunities, missed earnings, loss of data.

9.2 Pizzarotti shall not accept any accountability for delays, malfunction, suspension and/or interruption of connection to its Portal as well as for delays, malfunction, suspension and/or interruption of Services caused by:

- a) "Natural Disasters", which include the following events:  
Failure of power supply or telephone lines or network connection owing to third party, strikes, industrial unrest, wars, State or civil or military reasons, embargoes, acts of vandalism and terrorism, epidemics, floods, earthquakes, fires and all other natural disasters;
- b) wrong use by the Seller of Portal and/or of Services;
- c) malfunctions in connection equipment used by the Seller;
- d) technical breakdowns of Pizzarotti ICT equipment for a length of time not exceeding 30 (thirty) working days.

9.3 Pizzarotti shall not guarantee :

- a) the legal capacity of Sellers availing of the Portal and of Services;
- b) compliance, of services offered on the Portal, with laws, regulations, Third Party rights or decrees issued by Authorities;
- c) the correctness and truthfulness of information relating to Services;
- d) any inaccuracies, flaws, errors, omissions in the contents and information available on the Portal and/or offered to Sellers through Services.

Pizzarotti, therefore, shall not be held accountable for any damage, loss, or blame suffered by the Seller consequent to damage claims, actions and/or demands by third parties in relation to: (i) inaccuracies, flaws, errors or omissions in the contents and information available on the Portal and/or offered to the Sellers through Services (ii) violation of provisions of law and/or Third Party rights in relation to the information and contents available on the Portal and/or offered to the Sellers through Services, (iii) defective and faulty goods offered on the Portal through Services.

## **10 Industrial and Intellectual Property Rights**

10.1 The Platform and/or the software used by Pizzarotti for performing the Events have been licensed by BravoSolution and are covered by copyright or other intellectual property rights in compliance with applicable Italian, EU and International laws. Furthermore, The Sellers acknowledge and accept that the Platform is accessible as is, devoid of guarantees of whatever nature.

10.2 The Seller shall undertake not to download, reproduce, transmit, sell or distribute, wholly or in part, for whatsoever reason, the contents and information available on the Portal or obtained by having availed of Services and of the software used to supply said Services, without a specific written clearance issued by BravoSolution and for ends different from those of allowing access to the Portal and the use of Services.

10.3 The Seller acknowledges and accepts that the Qualification Data and other information subsequently provided to Pizzarotti shall be entered into a data base set up by, and exclusive ownership of, Pizzarotti.

- 10.4 For the entire length of the contract, the Seller shall grant Pizzarotti the right, free of charge, on a non-exclusive basis and with no territorial limits, to use one or more distinguishing characteristics of the Seller (hereinafter, the **Brand Names**) to the end of complying with the obligations arising from the Contract. The License to use Brand Names shall include the non-exclusive Pizzarotti right to use them within the scope of its marketing and communication activities, with full respect for the image of the Seller. The Seller shall however be entitled to prevent the latter use of Brand Names via a written communication to Pizzarotti.

## 11. **Links and Reference Sites**

Pizzarotti shall not guarantee (i) access to sites through links entered on the Portal, and (ii) the truthfulness and completeness of the contents of said sites. Pizzarotti does not accept any accountability for errors and/or omissions on said sites, and for any breach of law and Third Party rights.

## 12. **Safeguarding Personal Information**

- 12.1 All information provided by Sellers upon activation shall be processed by Pizzarotti in compliance with legislation on the safeguarding of personal information (**Law 675/1996**), pursuant to the principles of correctness, fairness, transparency and security, with or without the use of electronic and/or automatic technology and for that which is stated hereunder:

- (a) compliance with obligations envisaged by the law, and/or International and EU rules and regulations;
- (b) utilization of the Platform, including the execution of each preliminary and secondary activity or necessary for e-procurement services;
- (c) communications related to commercial nature in relation to services offered by Pizzarotti, business opportunities, information on tenders or contracts with public or private institutions, consultancy services, marketing, promotion and advertising, also via Internet, market research and statistic surveys.

- 12.2 The data processing for purposes referred to in paragraphs a) and b) is necessary in compliance with both statutory and contractual requirements. The consent to treatment under c) is necessary to obtain information related to commercial opportunities available and more effective use of the platform.

- 12.3 **The Seller**, duly informed of the use of the data, gives his consent their use and dissemination by Pizzarotti for the purposes referred to in subparagraph c)

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- 12.4 Pizzarotti shall be the holder of the personal information. The Seller shall be entitled at any point in time to request Pizzarotti, in light of Art.13, Law 675/96, and consult, ask for an update, addition or correction of information, free of charge, as well as decline, wholly or in part, the clearance for the use of such information.

Regarding what is stated above, the Seller may refer, in writing, to:

Impresa Pizzarotti & C. S.p.A. **Via**  
**Anna Maria Adorni, 1**  
43100 - Parma Fax.  
0521.207461

[public@pizzarotti.it](mailto:public@pizzarotti.it)

### 13 Communications – Archiving

13.1 All communications pertinent to the Contract and/or Services shall be sent:

a) Seller, via e-mail, to the address entered upon Qualification;

b) Pizzarotti, via e-mail to: [synergo@bravosolution.com](mailto:synergo@bravosolution.com)

Where otherwise stated, communication may also be performed via fax or registered letter with return receipt if to the Seller at the address entered in the Qualification Form; Pizzarotti, to the address indicated in Article 12.4.

13.2 Pizzarotti shall keep electronic and/or paper proof of Contract to which Seller may have access following a written request to Pizzarotti.

### 14. Designation of Main Account and nomination of Accounts

14.1 Upon signature of the Contract, the Seller shall designate the name entered in the dedicated space at the end of the Contract as the party (hereinafter, the **Main Account**) that shall avail the Services and participation to Events, except for circumstances stated here below. In absence of a specific designation, the Seller shall designate the signatory of the Contract as the Main Account.

14.2 Pizzarotti, upon signature of the Contract, shall grant the Seller the right to: (i) qualify additional parties (hereinafter, the **Accounts**) to utilise Services, identified via their respective User IDs and Passwords, as well as (ii) revoke such qualification, extend or curtail the range of powers granted to the Accounts for the utilisation of Services. Pizzarotti shall reserve the right, at its unquestionable choice, to reject the Accounts' qualification and extension request made by the Seller.

14.3 The designation of Accounts is performed through the entry of respective data (hereinafter, the **Data pertinent to Accounts**) in forms made available, on request, by Pizzarotti. It is understood that despite the designation of Main Account and/or the award of Accounts to parties other than the signatory of the Contract, the Seller shall be solely and exclusively accountable for the utilization of Services and participation in Events.

14.4 The Seller shall be entitled to alter Data pertinent to Accounts and/or Main Account via a prior written communication, via fax or e-mail, to Pizzarotti.

### 15 Assignment of Contract

Pizzarotti shall have the right, acknowledged by the Seller, to assign the Contract to its subsidiaries, parent companies or companies under the joint control of the parent company or associated with it. The Seller shall not assign the Contract, either wholly or in part, without a written clearance issued by Pizzarotti.

## 16 Amendments to Contract

- 16.1 The Seller acknowledges and accepts that Pizzarotti is entitled to carry out amendments to the Contract at any point in time.
- 16.2 The continuous use of the Portal and/or Services shall imply acknowledgement of amendments to the Contract.
- 16.3 It is understood that the Seller's acceptance of amendments in the Contract shall not be partial but cover the entirety of the amendments made.

## 17 Applicable Legislation and Court of Law

- 17.1 The Contract shall be governed by Italian Law.
- 17.2 Any controversy arising from the interpretation, implementation and/or resolution of the Contract shall fall under the exclusive jurisdiction of the Court of Parma.

The undersigned, as Legal Representative, declares to have read and accepted the above terms and conditions related to the utilization of the portal "Synergo by Pizzarotti"

*The online acceptance of the present contract expresses the consent of the legal representative of the Seller, as identified on the forms provided in the registration*

ACCEPT NOT ACCEPT

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The undersigned, as Legal Representative, claims to have a detailed and thorough knowledge of all the extended contract terms.

Pursuant and consequent to Articles 1341 and 1342 of the Civil Code, the Seller hereby pledges subsequent to careful reading, to specifically acknowledge the provisions of the following Articles:

Art. 6 (Cancellation of Qualification), Art. 9 (Pizzarotti Limitation of Liability), Art. 10 (Industrial and Intellectual property rights), Art. 11 (Links and reference sites), Art. 12 (Safeguarding personal information), Art. 14 (Designation of Main Account and nomination of Accounts) Art. 15 (Assignment of Contract), Art. 16 (Amendments to Contract) Art. 18 (Applicable Legislation and Court of Law)

*The online acceptance of the present contract expresses the consent of the legal representative of the Seller, as identified on the forms provided in the registration*

ACCEPT NOT ACCEPT

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**INFORMATION PERTINENT TO MAIN ACCOUNT:**

**CORPORATE NAME OF SELLER:** [ \_\_\_\_\_ ]

**REPRESENTED BY:**

**NAME:** [ \_\_\_\_\_ ]

**SURNAME:** [ \_\_\_\_\_ ]

**POSITION:** [ \_\_\_\_\_ ]