

GENERAL TERMS AND CONDITIONS FOR SELLER PARTICIPATION IN EVENTS CONDUCTED THROUGH BRAVOSOLUTION'S TECHNOLOGICAL PLATFORM

1. INTRODUCTION

- 1.1 BravoSolution S.p.A. is a company whose activities include providing support and consultancy services in the e-procurement sector as well as the design and delivery of information technology solutions for the implementation of electronic transactions.
- 1.2 BravoSolution S.p.A. controls companies in Italy and abroad that supply the same services as stated in Art. 1.1 above; for the purpose of this agreement the term **BravoSolution** shall mean:
- (i) BravoSolution S.p.A. or an Italian subsidiary if the Events (pursuant to Art. 2.1) are performed by BravoSolution S.p.A. or by one of its Italian subsidiaries;
 - (ii) BravoSolution France S.A.S., if the Events (pursuant to Art. 2.1) are performed by BravoSolution France S.A.S.;
 - (iii) BravoSolution Espana S.A., if the Events (pursuant to Art. 2.1) are performed by BravoSolution Espana S.A.

2. SCOPE

- 2.1 The scope of this agreement (the **General Conditions for the Seller**) is to define the terms and conditions under which certain parties, operating within the range of their own business, institutional or professional activities (the **Seller** or the **Sellers**), can take part as sellers, when invited, in dynamic negotiation, request for quotation as well as other events (the **Events**), organized by a party in the role of buyer (the **Buyer**), through BravoSolution's Technological Platform (the **Platform**), featuring proprietary hardware and software.
- 2.2 The implementation of Events shall be governed by "Regulations governing participation in a Dynamic Negotiation, Request for Quotation and all other Events performed through the BravoSolution Platform" (the **Regulations**) annexed to Conditions for the Seller. The Conditions for the Seller and the Regulations shall represent the full and complete Agreement between every individual Seller and BravoSolution (the **Agreement**).

3. REGISTRATION ON BRAVOSOLUTION SITES – PARTICIPATION IN EVENTS

- 3.1 The mandatory condition for utilizing the Platform is registration on BravoSolution owned and operated sites (the **Sites**).
- To this end, the Seller shall notify BravoSolution, in a truthful and proper fashion, all information and any other details deemed necessary or useful by BravoSolution for identifying the Seller (the **Registration Data**).
- 3.2 Upon registration, the Seller shall choose one or more identification code(s) (User Id) and be awarded one or more Password(s) (*Password(s)*). The registration shall be deemed completed upon BravoSolution activating the *Password* and *User ID*.
- 3.3 *User ID* and *Password* are strictly personal and non-transferable. The Seller shall pledge not to disclose them to third parties and to store and safeguard them with the utmost care. The Seller shall be held solely accountable for their use by third parties and, in any case, is fully committed to

immediately notifying BravoSolution in case of their theft or loss.

- 3.4 Following the activation of *User ID* and *Password*, the Seller, if invited, can participate in the Events through a personal computer, featuring a Web browser, connected to the Internet, in compliance with the minimum system requirements defined at the time by BravoSolution. Purchase, installation and configuration of Seller's hardware and software are the sole responsibility of the Seller.
- 3.5 The implementation of Events shall be governed, in addition to the Regulations, by a letter of publication, if any, specific to the Event or to a series of Events (the **Letter of Publication**) as well as by the provisions and definitions published online in the apposite information section of the Platform.
- 3.6 The Seller shall designate a party authorized to operate on the Platform (**Main Account**) by specifying his/her name in the appropriate space provided in the last page of this Agreement. In the absence of any specific designation, the signatory to the Agreement is implied as the Main Account.
- 3.7 BravoSolution grants the Seller the right to: (i) activate other parties to operate on the Platform (the **Operating Accounts**); (ii) cancel activation, extend or limit feature access to the Operating Accounts. It is understood that BravoSolution shall be entitled, at its complete discretion, to decline the request for activation and extension of Operating Accounts forwarded by the Seller.

4. OBLIGATIONS AND GUARANTEES OF THE SELLER

- 4.1 With regards to Platform utilization, the Seller agrees to:
- (i) comply with the terms and conditions outlined in Conditions for the Seller, Regulations and the Letter of Publication;
 - (ii) refrain from conduct and behaviour which may be deemed anti-competitive, illegal, unlawful or in violation of third party rights and from spreading false, deceitful and illicit information;
 - (iii) treat data and information pertinent to each Event as strictly classified and confidential;
 - (iv) use and configure own software and hardware as to ensure the security of Events from the information technology view-point;
 - (v) settle all BravoSolution fees, in cases where they have been previously agreed upon, in relation to participation in specific Events.
- 4.2 With regards to Platform utilization, the Seller declares and guarantees full ownership rights to and the availability of all data, information and contents provided to BravoSolution and/or the Buyer. The Seller also guarantees that the use of provided data, information and content by BravoSolution pursuant to the Agreement shall not constitute breach of any third party rights, laws and/or regulations.

5. TERMINATION – DISCLAIMER OF AGREEMENT

- 5.1 BravoSolution shall have the right to resolve the Agreement in case the Seller breaches even a single one of the obligations pursuant to Articles 4 and 7.2 and in case of Seller facing bankruptcy or other similar legal proceedings.

5.2 Except in the case outlined in Art. 5.3 below, BravoSolution and the Seller reserve the right to recede from the Agreement at any moment in time following a communication sent via fax or via e-mail, and later confirmed through registered mail with acknowledgement of receipt.

5.3 The Seller shall not exercise disclaimer of agreement rights during the implementation of an Event in which the Seller is a participant, including the awarding phase of the Event.

6. BRAVOSOLUTION LIMITATION OF LIABILITY AND ABSENCE OF WARRANTIES

6.1 BravoSolution shall in no way be deemed liable for any damage to the Seller as a result of the utilization, malfunctioning, delayed or failed access and/or interruption or suspension in the use of the Platform including lost commercial opportunities, missed earnings, loss of data, damage to company prestige, request for damages and/or claims from Third Parties, caused by:

(a) "Force Majeure", that is to say, by way of example only: failure of power supply or telephone lines or network connection caused by third parties, strikes, industrial unrest, wars, government or civil or military reasons, embargoes, acts of vandalism and terrorism, epidemics, floods, earthquakes, fires and other natural disasters;

(b) faulty utilization by Seller and/or Buyer of the Platform;

(c) flaws in connectivity equipment the used by Seller and/or Buyer;

(d) breakdown of BravoSolution's information technology systems, telecommunications and/or computing equipment for a period of time not exceeding 30 days.

6.2 The Seller acknowledges and accepts that: (i) BravoSolution reserves the right to interrupt and/or suspend the utilization of the Platform and/or revoke the registration and activation at any moment in time through a routine notification to the Seller without incurring any liability; (ii) BravoSolution shall not guarantee and shall remain totally outside of any commercial contracts between the Buyer and Sellers as well as any claims that may arise between the two parties; (iii) the Platform can be used as is, devoid of guarantees of any nature; the Seller shall therefore waive any warranty, specific or implied, including, by way of example only, the guarantee of compatibility for a specific use or scope; (iv) obligations undertaken by BravoSolution pursuant to the Agreement shall represent obligations relating to means and not obligations referring to results; (v) BravoSolution shall not guarantee the operational capabilities and the good faith of those utilizing the Platform; (vi) BravoSolution shall not guarantee access, truthfulness, completeness, compliance with the law and respect of third party rights of web site contents to which users may be referred to through possible links entered on the Sites.

6.3 Granted the provisions outlined in articles and sections above, BravoSolution shall in no case be required to compensate a damage to an amount in excess of the sum that the Seller has disbursed to BravoSolution in relation to the Event generating the request for compensation.

7. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

7.1 The contents and information provided to the Seller through the Sites, the Platform and the software shall be BravoSolution's exclusive property, or licensed to it by third parties, and are protected by copyright or other intellectual property rights (inclusive of data base rights).

7.2 The Seller shall pledge not to download, reproduce, transmit, sell or distribute, in whole or in part, in any form or fashion, the contents and the information available on the Sites or received via the Platform without BravoSolution's specific written permission and for any purpose other than that of permitting access to Sites and utilization of the Platform.

7.3 The Seller shall acknowledge that all Registration Data, as well as the data and information provided subsequently, shall be entered in a data base set up by BravoSolution on an exclusive-ownership basis.

7.4 For the entire length of the Agreement, the Seller shall provide BravoSolution with the right, on a free-of-charge basis, non-exclusive and with no territorial limitations, to use one or more distinguishing marks, including Trademarks, (the **Distinguishing Marks**) with the purpose of complying with the obligations inherent to the Agreement.

8. SAFEGUARDING PERSONAL INFORMATION

8.1 All information the Seller has provided shall be processed by BravoSolution in compliance with legislation governing the safeguard of personal information (the **Privacy Law**), for the objectives stated here below:

(a) the execution of obligations stated in laws and/or regulations at the national, EU and international levels;

(b) the use of the Platform, inclusive of the execution of every preliminary and subsequent activity;

(c) communications in relation to the services offered by BravoSolution, as well as business opportunities and statistical surveys.

8.2 Consent for processing data for objectives stated in a) and b) above is necessary to fulfil both legal and contractual obligations. Consent for processing data for objectives stated in c) above is imperative for obtaining information on commercial opportunities available and also for a more effective use of the Platform.

8.3 The Seller, duly notified about the afore-stated objectives, grants his consent for the processing of all personal information and their use by BravoSolution for:

(i) objectives stated in a) and b) **YES** **NO**

(ii) objectives stated in c) **YES** **NO**

8.4 The party bearing ownership rights to all personal data shall be BravoSolution, to whom the Seller shall turn in order to exercise its rights under the Privacy Law, through a written notification to the address stated in Art. 9

9. NOTIFICATIONS

All communications pertinent to the Agreement shall be submitted to:

(a) concerning the Seller, via e-mail, to the address the Seller has given BravoSolution upon registration;

(b) concerning BravoSolution, via e-mail to: info@BravoSolution.com

Notifications may also be sent via fax or by registered mail with acknowledgement of receipt, concerning the Seller, to the address the Seller has given BravoSolution; concerning BravoSolution, to the address of the BravoSolution company provided in the appropriate section on BravoSolution's web site www.bravosolution.com.

10. AMENDMENTS TO CONDITIONS FOR THE SELLER

- 10.1 The Seller acknowledges that BravoSolution can amend the Conditions for the Seller at any point in time through a notification via fax or via e-mail to the Seller, at the addresses stated in Article 9.
- 10.2 The Amendments shall be understood to have been tacitly accepted by the Seller should BravoSolution not have received, within 15 days of the notification as in section 10.1, a communication from the Seller expressing his refusal of the amendments. In any case, Seller's continued use of the Platform shall imply unconditional acceptance of the amendments by the Seller.
- 10.3 It is understood that the Seller's acceptance of amendments shall not be partial and shall refer to their acceptance as a whole.
- 10.4 The Seller shall retain the right to recede from the Conditions for the Seller subsequent to the notification pursuant to Art. 10.1.

11. AGREEMENT IN FAVOUR OF A THIRD PARTY

The Seller shall acknowledge that the Agreement has been stipulated also in the name of the Buyer. Therefore the rights foreseen therein, in favour of the Buyer, may be exercised by the latter directly towards the Seller.

12. CONFIDENTIALITY OF COMMERCIAL INFORMATION – INFORMATION TECHNOLOGY SECURITY

- 12.1 The data and commercial information relating to the implementation of each Event shall be treated by BravoSolution as strictly confidential and reserved.
- 12.2 BravoSolution shall adopt the most suitable technical and procedural measures in order to guarantee information technology security during the course of the Events.

13. APPLICABLE LEGISLATION AND COURT OF LAW

- 13.1 Controversies relating to the interpretation, execution or resolution of the Agreement, arising from participation in a specific Event, shall be addressed in accordance with national legislation and assigned to the exclusive jurisdiction of the Court where the BravoSolution Group company, that has followed the Event, is based.
- 13.2 Controversies relating to the interpretation, execution or resolution of the Agreement, not arising from participation in a specific Event, shall be addressed in accordance with national legislation and assigned to the exclusive jurisdiction of the Court where the BravoSolution Group company, with which the registration took place pursuant to Art. 3.1, is based.
- 13.3 Applicable legislations and Courts of Law for BravoSolution Group companies, to the end of applying provisions pursuant to Arts. 13.1 and 13.2, shall be the following:

- a) BravoSolution S.p.A. and its Italian subsidiaries – Court of Milan – Italian legislation
- b) BravoSolution France S.A.S. – Court of Paris – French legislation
- c) BravoSolution Espana S.A. – Court of Madrid – Spanish legislation

SELLER'S STAMP AND SIGNATURE

The Seller hereby acknowledges subsequent to careful reading to specifically accept the provisions contained in the following Articles: Art. 3.6 (Designation of Main Account), Art. 3.7 (Activation of Operating Accounts), Art. 4 (Obligations and Guarantees of the Seller), Art. 5 (Termination – Disclaimer of Agreement), Art. 6 (BravoSolution Limitation of Liability and Absence of Warranties), Art. 7 (Industrial and Intellectual Property Rights), Art. 10 (Amendments to Conditions for the Seller), Art. 11 (Agreement in favour of a Third Party), Art. 13 (Applicable Legislation and Court of Law).

SELLER'S STAMP AND SIGNATURE

DATE

Attachment: Regulations for participating in a Dynamic Negotiation, Request for Quotation and all other Events performed through the BravoSolution Platform

DATA OF MAIN ACCOUNT (ART. 3.6)

CORPORATE NAME OF SELLER:

[_____]

REPRESENTED BY:

NAME:

[_____]

SURNAME:

[_____]

POSITION:

[_____]

REGULATIONS GOVERNING PARTICIPATION IN A DYNAMIC NEGOTIATION, REQUEST FOR QUOTATION AND ALL OTHER EVENTS PERFORMED THROUGH THE BRAVOSOLUTION PLATFORM

PART I: GENERAL PRINCIPLES AND PROVISIONS

1. INTRODUCTION

- 1.1 A Dynamic negotiation defined as a mechanism for establishing, by electronic means, the elements necessary for performing commercial transactions, namely the dynamic definition of price and other contractual conditions regarding the exchange of goods (the **Goods**) and services (the **Services**) (the **Dynamic Negotiation**).
- 1.2 The request for quotation is defined as the request for sending and the consequent issue, all by electronic means, of a binding financial quotation and/or a binding indication of the technical-pricing terms and conditions involving the exchange of goods and services (the **Request for Quotation** or the **RFQ**).
- 1.3 The Dynamic Negotiation and the Request for Quotation is between a Buyer and one or more Sellers, with each Party operating within the range of its business, professional or institutional activity and registered on Sites, through the submitting of quotations (**Quotations**) in the Platform.
- 1.4 The Regulations define methods for the implementation of a Dynamic Negotiation, Request for Quotation and all other events performed through Platform utilisation in addition to the obligations and the rules that the Buyer and Sellers ought to comply with throughout the duration of an Event. Further specific provisions relating to the implementation of each Event, binding for both Buyer and Sellers, are highlighted in the Letter of Publication as well as in the Platform's dedicated information sections.
- 1.5 The general principles that govern the implementation of Events and participation therein are the equality of conditions for all participants, transparency, good faith, fairness, confidentiality of information traded and compliance with the Law.
- 1.6 For reasons of clarity, terms starting with a capital letter but not specifically defined in the Regulations, shall bear the meaning as given in "General Conditions of use, for Buyer, governing BravoSolution technological platform" (**Conditions for the Buyer**) and in "General terms and conditions for seller participation in events conducted through BravoSolution's technological platform" (**Conditions for the Seller**).

2. NOTIFICATIONS RELATING TO EVENTS

- 2.1 All actions and communications on the part of the Buyer and Sellers, or by BravoSolution to both Parties, at every stage of the Event (including the preliminaries, implementation, award and any possible suspensions, interruptions, resumptions and/or cancellations), may be implemented in accordance with two separate operating modes and also through a combination of both: a) on-line; b) off-line. The actual availability of both operating modes shall be at BravoSolution's discretion; both the Buyer and Sellers shall agree to utilize the available operating mode.
- 2.2 The on-line operation envisages that the Buyer and/or Sellers enter data and Quotations, communicate with BravoSolution and amongst themselves and

express their will by clicking on the appropriate icons available on the Platform and/or using the messaging tool of the Platform.

- 2.3 The off-line operation envisages that the Buyer and Sellers communicate with BravoSolution, by submitting and receiving information, data, instructions and briefs via fax, e-mail or telephone. In case of telephone communication, BravoSolution shall be entitled, in compliance with provisions of the Law, to record the conversation taking place with the Buyer and Sellers. The Buyer and Sellers shall acknowledge that the recordings made by BravoSolution shall serve as a full proof of actual facts and circumstances.
 - 2.4 Should it not be technically possible in case of Buyer to record actual telephone conversations pursuant to Art. 2.3 above and should Buyer not be in a position to send an e-mail or a fax, BravoSolution shall have the option to accept the Buyer's instructions and briefs expressed orally and/or via the telephone, with the consequent amendment of event data in his personal folder pursuant to Art. 3.2 below and therein defined, available to Buyer in real time on Sites. The Buyer shall acknowledge that such alternative procedure for gathering his instructions by BravoSolution shall serve as a full proof of actual facts and circumstances.
- ### 3. PRELIMINARY PHASES
- 3.1 The Buyer, in order to create an Event, must forward data considered compulsory (**Compulsory Data**), with the option of providing additional data also in form of attachments (**Optional Data**). BravoSolution shall be entitled, upon notification to Buyer, not to accept and/or not to make the Optional data available for any reason.
 - 3.2 Upon forwarding both the Compulsory and Optional Data (the **Data**), the Buyer shall be entitled to access the same through his Personal Folder (**Buyer's Personal Folder**) available on Sites where the Event takes place.
 - 3.3 The Buyer, prior to the start of each Event, shall must view the Data available in Buyer's Personal Folder, including data notified or amended pursuant to procedure stated in Art.2.4 above. The start of the Event, in absence of the Buyer's specific prior notification of objections or disapproval of the contents of Buyer's Personal Folder, shall imply full and unconditional acknowledgement and acceptance of all Data available therein.
 - 3.4 The Buyer shall forward to Sellers, through BravoSolution, an invitation to participate in the Event itself, thereby making all Data available in the personal folders of invited Sellers (**Sellers' Personal Folders**), provided the latter have been registered on BravoSolution Sites and activated to participate in the Events.
 - 3.5 BravoSolution shall be entitled, at its discretion, to subordinate participation in the Events of one or more Sellers that the Buyer has invited, to the issue by the Sellers and/or the Buyer himself of appropriate legal guarantees and/or additional guarantees deemed necessary by BravoSolution.
 - 3.6 The Buyer shall be entitled to amend the Data, including Platform configuration parameters, prior to

the start of the Event (the **Amendments**), by notifying sellers through BravoSolution.

- 3.7 Sellers' acceptance of invitation from the Buyer to participate in the Event is understood to be implicit subsequent to the issue of a Quotation during the course of the Event and the participation therein implies full and unconditional acknowledgement and acceptance of both Data and Amendments, including acceptance of Platform configuration parameters as the Buyer has defined.

4. IMPLEMENTATION OF EVENTS – GENERAL PROVISIONS

- 4.1 The Buyer and Sellers acknowledge that for the entire duration of the Event, including preliminary and subsequent stages, and to the end of its implementation, closure, award and possible interruption, suspension, resumption and/or cancellation, the Quotations forwarded, the notifications submitted, the official schedule as well as elapsed time shall be considered only as those displayed on the BravoSolution Platform and other BravoSolution recording and telecommunications equipment and such recordings shall represent the full account of the actual facts and circumstances.
- 4.2 In case of discrepancies, Quotations effectively placed and entered in the Platform shall prevail on the contents of a file, attachments and other documents submitted or made available by Sellers during the Event.
- 4.3 The Sellers acknowledge that the system will not allow them to view the identity of the other Sellers during the implementation of the Event.
- 4.4 Notification of awarding or non-awarding to bidders in the Event is managed by BravoSolution acting on behalf of Buyer or the by the Buyer himself subsequent to the conclusion of the Event, after allowing for an adequate period of time for the required technical evaluations. Possible electronic notifications of awarding and/or non-awarding of the Event sent via the Platform upon Event closure shall be considered as temporary and subject to a technical evaluation and shall in no way represent any obligation towards Sellers on the part of the Buyer or on the part of BravoSolution, as an additional and specific confirmation in this regard is necessary.
- 4.5 Each Event is configured in compliance with Platform parameter configuration the Buyer has selected and made available at BravoSolution's discretion. Parameter configurations adopted for each Event are defined in Buyer's Personal Folder, Sellers' Personal Folders, information sections of Platform and/or Letter of Publication. Participation in the Event by Sellers shall be understood to mean complete acknowledgement of the configuration options the Buyer has defined and their unconditional acceptance.
- 4.6 Should a Dynamic Negotiation arise from a previously conducted Request for Quotation Event, the Buyer and Sellers shall acknowledge and accept that the Quotations forwarded during the Request for Quotation stage may represent, upon Buyer's decision and following a notification to Sellers, the initial Quotation by each Seller presented in the subsequent Dynamic Negotiation.

PART II: DYNAMIC NEGOTIATION EVENTS

5. IMPLEMENTATION OF A DYNAMIC NEGOTIATION – SPECIFIC PROVISIONS

- 5.1 Every Dynamic Negotiation operates through the issue and on-line and in real time entry of progressively decreasing Quotations by Sellers up until the closure of the Event, in accordance with implementation procedures and Platform parameter configuration options defined in the Letter of Publication and information sections of the Platform.
- 5.2 The Buyer shall reserve the right to decline the quotation of the Seller which turns out to be ten or more Minimum Decrements (as defined in the course of Platform parameter configuration) below the amount of the previous quotation submitted in the implementation of the Event by one of the Sellers ("**Anomalous Quotation**"). In such a case, upon Buyer's request and a notification to the Seller concerned, BravoSolution shall delete the Anomalous Quotation and shall be entitled to bar the Seller from further taking part in the Dynamic Negotiation. The Buyer shall be entitled to set a different definition of Anomalous Quotation for each Event as well as exclude from the Event all quotations that stand out for their anomalous characteristics.
- 5.3 The Buyer shall be entitled to attribute a Weighted Coefficient, at his complete choosing, to the Quotations submitted by Sellers during the course of the Event, in relation to varying elements relating to the Seller and the nature of quotation namely, by way of example only, the technical features and the quality of products offered, the terms and conditions of payment and delivery ("**Weighted Coefficients**"). Should Weighted Coefficients be applied to an Event, Sellers are notified of the utilization of such option by the Buyer. Weighted Coefficients shall not be altered once an Event has started and shall therefore remain fixed and unchanged throughout the duration of the Event, and its awarding. The Sellers acknowledge that Weighted Coefficients shall not be communicated to them. In case of Event being implemented through the application of Weighted Coefficients, the amounts related to the Quotations issued during the Event by other Sellers shall be made presented to each Seller after the Weighted Coefficients have been applied.
- 5.4 The Buyer shall be entitled to set an initial price for the Event (**Base Price**) and a target price below which the Buyer shall commit to awarding the Event in compliance with the awarding rules of the Dynamic Negotiation (**Reserve Price**).
- 5.5 The Dynamic Negotiation shall be deemed closed at the date and time the Buyer has defined through pre-set closing mechanisms; likewise, the Dynamic Negotiation may be awarded or not depending upon the various awarding systems chosen during Platform parameter configuration phase (**Method of Awarding**).

PART III: REQUEST FOR QUOTATION AND OTHER EVENTS

6. IMPLEMENTATION OF A REQUEST FOR QUOTATION – SPECIFIC PROVISIONS

- 6.1 Each Event operates through the issue and on-line entry of Quotations by Sellers up until the closure of the Event, in accordance with implementation procedures and Platform parameter configuration

options defined in the Letter of Publication and information sections of the Platform.

- 6.2 The issue of the invitation to Sellers shall represent the start of the Event.
- 6.3 The Event shall terminate at the date and time defined by the Buyer.
- 6.4 Each Seller shall be entitled to prepare and submit one or more Quotations in the time frame between the starting and closing date and time of the Event. It is understood that the last Quotation from each Seller submitted to Buyer prior to Event closing date shall be the one taken into consideration by the latter in the awarding process.
- 6.5 Irrespective of the Buyer's configuration options, the Buyer shall evaluate Quotations in a discretionary fashion and upon Event closing, the Buyer shall reserve the right not to accept any Quotation from Sellers and/or not to award the Event at all.
- 6.6 Subsequent to the closing of an Event, the Buyer shall notify Sellers, that have submitted one or more Quotations, the outcome of the Event and its possible subsequent conversion into a Dynamic Negotiation.
- 6.7 After the closing of an Event, the Buyer shall be entitled to display, through the Site or otherwise, to all participating Sellers, the Quotations received and/or the results obtained in the course of the Event.
- 6.8 The Buyer shall be entitled to award the Event to one of the Sellers participating in the Event at a price which is different from the amount entered in the Quotation submitted. It is understood that the winning bidder, in such case, shall be entitled to reject the awarding of the Event. Should the Seller decide to accept the awarding, the price of the Goods and/or the Service shall be settled between the Buyer and the Seller who shall then both enjoy the option of performing the negotiation through the Platform messaging tool and under obligation, for both parties, to notify the awarding price to BravoSolution within 2 (two) working days of the settlement.

7. OTHER TYPES OF EVENTS (RFx)

- 7.1 BravoSolution shall be entitled to perform, on behalf of the Buyer, other types of Events, bearing characteristics similar to the Request for Quotation (for example: requests for information), defined hereinafter as **RFx Events**.
- 7.2 In case RFx Events are implemented, they shall be subjected to the same provisions featured in Parts I & IV and, wherever applicable, provisions of Part III of Regulations. All possible specific provisions related to a given RFx Event, Regulation waivers, additional definitions as well as implementation systems, are stated in the Letter of Publication and/or in the information sections of the Platform.
- 7.3 Through participation in a RFx Event, the Seller shall fully and unconditionally accept the rules of the Event as stated in the Regulations, wherever applicable, in the Letter of Publication and/or in the information sections of the Platform.

PART IV: FINAL SHARED PROVISIONS FOR ALL TYPES OF EVENTS

8. SUSPENSION AND/OR CANCELLATION OF THE EVENT

- 8.1 The Buyer shall be entitled, due to a just cause, to request BravoSolution to suspend the Event for a length of time to be agreed between the Buyer and BravoSolution, by issuing a communication, through BravoSolution, to all Sellers. Should the Event not be resumed within a time-frame of 180 calendar days due to causes not related to BravoSolution, the Latter shall be entitled to request the Buyer for the disbursement of all fees agreed upon for the implementation of the Event. The Buyer shall pledge to exempt and relieve BravoSolution, its directors and employees from any legal claim, actions and demands of any nature for damages suffered consequent to the suspension and/or cancellation of the Event.
 - 8.2 In case of a technical breakdown or malfunctioning of BravoSolution IT, technological, telephone connections and/or recording equipment that may jeopardise the regular implementation of the Event, BravoSolution shall be entitled to suspend the Event until all the necessary measures have been adopted for its repair and resumption. BravoSolution, in such cases, shall reserve the right to cancel or reopen the Event even after its termination, with no liability whatsoever towards the Buyer or Sellers.
 - 8.3 Should the connection to the Platform of one or more sellers fail, for whatever reason, BravoSolution shall be entitled, based entirely on its judgement of the circumstances, to suspend the Event, or allow for its reopening even after its termination or continue with its execution through the entry of quotations in the Platform through the alternative off-line bidding mode, as outlined in Art. 2.3, without incurring any liability whatsoever towards either the Buyer or Sellers.
 - 8.4 In case of suspension and/or reopening pursuant to the Articles above, the date and resuming time of the Event and its remaining time shall be mutually agreed upon between the Buyer and BravoSolution and immediately notified to all Sellers. Unless otherwise agreed between the Buyer and BravoSolution, the Event shall then resume on the basis of the last quotation submitted by Sellers and recorded by BravoSolution systems, which must be considered as valid under all circumstances.
 - 8.5 In addition to assumptions given in the Articles above, BravoSolution shall be entitled, based entirely on its judgement, to suspend and/or cancel the Event at any moment in time, also subsequent to its termination, through a routine e-mail notification to the Buyer and Sellers, with no liability whatsoever towards either the Buyer or Sellers.
 - 8.6 BravoSolution shall be entitled, in its unquestionable judgement, to bar from taking part in the Event any Seller guilty of or party to violations outlined in Articles 1.5, 5.2, 9 and 11, with no liability whatsoever towards either the Buyer or Sellers, and shall reserve the right for compensation for any damages incurred as a result of such violations. Such a ban on Sellers shall come into force through a routine e-mail communication to their respective address.
- #### 9. OBLIGATIONS AND GUARANTEES OF THE BUYER AND SELLERS
- 9.1 The Buyer and Sellers shall agree amongst themselves the conditions and time frame within

which to evaluate, fairly and in good faith, whether the Goods and/or Services offered comply with the description made as well as the quality promised by the Sellers. BravoSolution shall be considered outside of such negotiations and shall not accept any liability in the matter.

- 9.2** The Sellers shall acknowledge the Buyer's right to subordinate their participation in the Event to the prior issue of adequate guarantees acting in support of the seriousness and irrevocability of Quotations.
- 9.3** The Buyer and Sellers shall adopt all possible precautions and technical measures for safeguarding the security of all data and commercial information exchanged during the Event, in addition to barring access to the same by un-authorized personnel.
- 9.4** The Data shall be deemed as the essential element of the Goods and/or Services trading contract that may be stipulated upon conclusion of the Event (the **Trading Contract**) between the Buyer and the winning Seller.
- 9.5** The Buyer and Sellers acknowledge that the Trading Contract, just like its negotiation, conclusion and implementation, shall be exclusively a two-way act, and that BravoSolution shall be deemed outside of such negotiation, successful/unsuccessful conclusion and execution.
- 9.6** The Buyer and Sellers acknowledge that BravoSolution provides, in an autonomous and independent fashion, exclusively all Platform related assistance and utilisation services, and for whose implementation the fees agreed for the Event need to be disbursed, and that it shall not take part and intervene in negotiations for the stipulation of the Trading Contract. The Buyer and Sellers therefore acknowledge that all fees owed to BravoSolution in relation to the Event shall in no way be linked to the conclusion of the Trading Contract, the issue or acceptance of a purchase or selling order and/or possible claims, of whatever nature, that may arise between the Buyer and Sellers prior to, during or subsequent to the Event.

10. OBLIGATIONS & GUARANTEES OF THE BUYER

- 10.1** The Buyer shall pledge BravoSolution and Sellers his full compliance with procedures, obligations and principles foreseen under Conditions for the Buyer and Regulations.
- 10.2** Whenever the Event terminates with an awarding, the Buyer shall pledge to Sellers, in compliance with provisions outlined under the Method of Awarding, to sign the Trading Agreement with the Seller selected as the winner following the implementation of the Event, with the exception of cases where the Seller has been in breach of obligations stated in Arts. 1.5, 9 and 11 and in Art. 10.3 below.
- 10.3** The Buyer shall be entitled to subordinate the stipulation of the Trading Contract or its effectiveness to the fulfilment of all conditions possibly stated in the Letter of Publication or in other agreements with Sellers. The exercise of such right shall not impact in any manner the right of BravoSolution to charge all the fees agreed upon for the Event.

11. OBLIGATIONS AND GUARANTEES OF THE SELLERS

- 11.1** The Sellers shall pledge to BravoSolution and Buyer their full compliance with procedures, obligations and

principles outlined in Conditions for the Seller and Regulations.

- 11.2** Every Seller shall pledge to Buyer to keep Quotations valid for the entire duration of the Event and throughout the period necessary for its awarding and the stipulation of the Trading Contract but in any case, unless otherwise agreed between the parties, not beyond 12 months from the starting date of the Event. In case of a Request for Quotation followed by a Dynamic Negotiation, every Seller shall pledge to keep Quotations unchanged throughout the duration as well as the awarding of the Dynamic Negotiation.
- 11.3** The winning Seller shall pledge to stipulate the Trading Contract with the Buyer. Failure to do so shall entitle the Buyer and BravoSolution to seek damages.
- 11.4** Should the winning Seller, for whatever reason, decline the Event award or not stipulate the Trading Contract with the Buyer, the Sellers shall acknowledge that the Buyer shall have the right, at any moment in time and also subsequent to the final awarding notification, to cancel the final awarding and proceed with the awarding of the Event to the bidding Seller willing to fulfil the obligations stated in Art. 11.3.
- 11.5** I The Sellers shall guarantee to Buyer:
- a) to retain ownership and availability of Goods and/or Services for the entire length of the Event and up until its final awarding and the stipulation of the Trading Contract;
 - b) to supply a precise, truthful, honest and fair description of Goods and/or Services to be supplied;
 - c) to refrain from upsetting the proper implementation of the Event via behaviour and conduct which may be deemed anti-competitive, unlawful, anti-regulatory or against third party rights namely, as way of example only, the fixing of prices or other conditions by some Sellers to the detriment of others, issue of Anomalous Quotations, etc.;
 - d) to refrain from marketing Goods and/or Services of doubtful or illegal origin; counterfeit Goods and/or Services manufactured in violation of third party rights and/or national and international regulations safeguarding industrial and intellectual property; Goods and/or Services of any nature whose sale is forbidden by Law or by regulations

12. AMENDMENTS TO REGULATIONS

- 12.1** The Buyer and Sellers shall acknowledge and accept that BravoSolution can amend the Regulations at any point in time through publication of a notification on Sites or, at BravoSolution's discretion, through an e-mail or fax sent to the Buyer and Sellers.
- 12.2** Amendments to Regulations shall come into force as of the date indicated in the notification or in the communication as in previous paragraph, but in any case no earlier than 15 days, from the communication. Such amendments are understood to have been tacitly and unconditionally accepted on part of the Buyer and Sellers through continued use of User ID and/or participation in Events.
- 12.3** The Buyer and Sellers' rights to recede respectively from Conditions for the Buyer and Conditions for the Seller shall remain unchanged following the notification or communication as stated in Art. 12.1.