

GENERAL CONDITIONS OF USE FOR THE "VERONESI GROUP" SUPPLIER PORTAL

1. WHEREAS

1.1 Veronesi Holding S.p.A., with registered offices in Quinto di Valpantena (VR), Via Valpantena 18/g - Tax code 04729010019 - VAT no. 02429770239 - (the "**VERONESI GROUP**"), in the person of their pro tempore legal representative, is the owner of the portal www.supplierarea.com (the "**Portal**").

1.2 Through the Portal all the companies belonging to the VERONESI GROUP (see **Attachment 1**) purchase goods and services in their own name and account.

2. SUBJECT

2.1 The purpose of this document (the "**Conditions of use of the Portal**") is to define the terms and conditions under which certain subjects, operating within their business, corporate or professional activity (the "**Supplier(s)**"), may participate (also by invitation) in dynamic negotiations and other activities that can be performed via the Portal (the "**Events**") - as defined below, organized by a subject operating as buyer (the "**Purchaser**"), held through the Portal, which consists of a hardware equipment and proprietary software.

2.2 The Events are governed by the "Rules for Dynamic Negotiation, on Request for Offers" (the "**Regulations**") (see **Annex 2**) and any other event that can be carried out through the Portal.

2.3 The Conditions of use of the Portal, the Regulations, the General Conditions of Purchase of Goods and Services/Procurement/Supply with installation and any other General Conditions or Special Supply (published on the Portal), collectively constitute the conditions of the Event and/or the general contractual agreement between each Supplier and the Purchaser (the "**Contract**").

3. REGISTERING ON THE VERONESI GROUP SITES - PARTICIPATION IN EVENTS

3.1 In order to take part in the Events, suppliers must be registered on the VERONESI GROUP websites (the "**Sites**"). In order to register, the Supplier must provide the VERONESI GROUP with their truthful, accurate details and any other information deemed necessary or useful by the VERONESI GROUP for identification (the "**Registration Data**").

3.2 When registering, the Supplier will select one or more identification codes (User ID) and will be assigned one or more passwords (Password). Registration will be complete following authorisation of the Password and User ID by the VERONESI GROUP.

3.3 The User ID and Password are strictly personal and non-transferable. The Supplier undertakes not to disclose them to third parties and to protect and safeguard them with the utmost diligence; the Supplier will be solely responsible for their use by third parties, and undertakes, in any case, to immediately inform the VERONESI GROUP if they are lost or stolen.

3.4 Once the User ID and Password have been enabled, the Supplier can, if invited, participate in the Events through a standard personal computer, equipped with a normal browser, connected to the telephone network for access to the Internet, in compliance with the minimum technological requirements communicated by the VERONESI GROUP. The purchase, installation and configuration of the hardware and software remain the sole responsibility of the Supplier.

3.5 In addition to the Regulations for participation on the Portal, the Events may also be governed by a letter announcing Event or series of Events (the "**Letter of Publication**") and the provisions and definitions contained in the appropriate sections of the Portal.

3.6 The Supplier must indicate the name of the person authorised to use the Portal (the "**Main Account**") (see **Annex 3**). In the absence of a specific indication, the person signing these Conditions of Use of the Portal will be considered to hold the Main Account.

3.7 The VERONESI GROUP will grant the Supplier the right to:

- (i) enable additional subjects to use the Portal (the "**Operating Accounts**");
- (ii) revoke authorisation, extend or restrict the scope of the faculties granted to the Operating Accounts. The VERONESI GROUP may, entirely at their discretion, refuse the requests for authorization and extension of the Operating Accounts received from the Supplier.

3.8 The Supplier expressly states and guarantees that any persons appointed as Main Account and/or Operating Account holders, authorised to operate through the Portal, will have the same formal and substantial representation powers necessary to grant legal validity of all deeds and all documents signed/digitally accepted via the Portal (e.g.: Purchaser's General Conditions of Purchase, Order Confirmations, etc.).

4. OBLIGATIONS AND GUARANTEES OF THE SUPPLIER

4.1 When using the Portal, the Supplier undertakes to:

- (i) comply with the terms and conditions set out in the Conditions of Use of the Portal, the Regulations, the General Conditions of Purchase for Goods and Services/Procurement/Supply with installation and in any other General Conditions or Delivery Terms (published on the Portal) and in the Letter of Publication;
- (ii) not engage in unfair business practices, or any behaviour contrary to laws, regulations and/or third party rights, and not to disseminate false, misleading or unlawful information;
- (iii) handle data and information relating to each Event as strictly confidential;
- (iv) use and configure its own software and hardware in such a way as to allow the IT security of the Events;
- (v) if envisaged, and in any case regulated by an additional document, pay the amount agreed upon from time to time with the VERONESI GROUP in relation to the Events in which they participate.

4.2 When using the Portal, the Supplier states and guarantees to have full ownership or availability of the data, information and content provided to the VERONESI GROUP and/or the Purchaser and that their use by the VERONESI GROUP and/or the Purchaser, in execution of the Contract, does not violate any third party rights, privacy laws and/or regulations.

5. RIGHT OF WITHDRAWAL

5.1 The VERONESI GROUP has the right to withdraw from any contractual obligations to the Supplier, with immediate effect and without any charge to the VERONESI GROUP and/or the Purchaser, if the Supplier fails to comply with any of the obligations in articles 4 and 7.2, or if the Supplier is admitted to insolvency or other bankruptcy proceedings, unless the law permits.

5.2 The Supplier may not exercise their right of withdrawal during the course of an Event in which they are participating, including the award phase, subject to compensation for damages suffered by the Purchaser.

6. LIMITATIONS OF LIABILITY AND ABSENCE OF VERONESI GROUP GUARANTEES

6.1 The VERONESI GROUP is not in any way liable for any damage caused to the Supplier by the use, malfunction, delayed use or failure to use, interruption or suspension of use of the Portal, including loss of business opportunities, loss of earnings, loss of data, reputational damage, claims for compensation and/or third party claims, caused by:

- (a) events of "force majeure", for example: interruption of electricity or telephone lines or connection to the network due to third parties, strikes, industrial disputes, wars, reasons of state or civil or military authority, embargoes, vandalism and terrorism, epidemics, floods, earthquakes, fires and other natural disasters;
- (b) incorrect use of the Portal by the Supplier and/or the Purchaser;
- (c) malfunctions of the connection equipment used by the Supplier and/or the Purchaser;
- (d) failure of the IT systems, telecommunications equipment and/or technological systems of the VERONESI GROUP for a period not exceeding 30 (thirty) days.

6.2 The Supplier acknowledges and accepts that:

- (i) the VERONESI GROUP reserves the right to interrupt and/or suspend the use of the Portal and/or revoke the registration and authorisation at any time, after simple communication to the Supplier without incurring any liability towards them;
- (ii) the Portal is usable as is, without guarantees of any kind; the Supplier therefore waives any warranty, express or implied, including the guarantee of fitness for a specific use or purpose;
- (iii) the obligations assumed by the VERONESI GROUP as a result of the Contract stipulated with the Supplier constitute obligations of means and not obligations of result;
- (iv) the VERONESI GROUP does not guarantee the ability to act and the good faith of Portal users;
- (v) the VERONESI GROUP does not guarantee access, truthfulness, completeness, compliance with the law and respect for the rights of third parties of the contents of websites that could post any links inserted in the Sites.

6.3 Without prejudice to the provisions of the preceding paragraphs and articles, the VERONESI GROUP cannot in any case be called to compensate damages of any kind.

7. INDUSTRIAL AND INTELLECTUAL PROPERTY

7.1 The contents and information offered to the Supplier through the Sites, the Portal and the software used are the exclusive property of the VERONESI GROUP, or licensed to them by third parties, and are protected by copyright or other intellectual property rights (including rights on databases).

7.2 The Supplier undertakes not to download, copy, transmit, sell or distribute, in whole or in part, for any reason, the contents and information available on the Sites or received through the Portal, without the written authorization of the VERONESI GROUP and for purposes other than to allow access to the Sites and the use of the Portal.

7.3 The Supplier accepts that the Registration Data, as well as the data and information subsequently provided, will be included in a database set up and exclusively owned by the VERONESI GROUP.

7.4 For the entire duration of the Contract, the Supplier grants the VERONESI GROUP the right, free of charge, non-exclusive and without territorial limitations, to use one or more of its distinctive signs (the "**Distinguishing Signs**"), for the purposes of the Contract.

8. COMMUNICATIONS

8.1 Any communication between the Parties shall take place using the integrated messaging system present on the Portal, or the Certified Electronic Email address communicated by the Supplier to the VERONESI GROUP when registering.

9. MODIFICATIONS TO THE TERMS OF USE OF THE PORTAL

9.1 The Supplier agrees that the VERONESI GROUP may modify the Conditions of Use of the Portal, the Regulations, the General Conditions of Purchase for Goods and Services/Procurement/Supply with installation and any other General or Special Conditions of Supply (published on the Portal) at any time, communicating the modifications by email.

9.2 Modifications are tacitly accepted by the Supplier if the VERONESI GROUP does not receive, within 15 (fifteen) days of sending the communication referred to in article 9.1, the notification of the Supplier's refusal to accept them. In any case, the changes will be considered accepted if the Supplier continues to use the Portal.

9.3 The Supplier may only accept the modifications in their entirety, and not partially.

9.4 If these Conditions of Use of the Portal are translated into any foreign language, it is understood that in the event of conflicts on their interpretations, the Italian version shall always and only apply.

9.5 These Conditions of Use of the Portal shall prevail over any other general/contractual conditions proposed by the Supplier.

9.6 Any subsequent modifications, integrations or revisions of these Conditions of Use of the Portal shall apply to contractual relations with the Supplier, unless expressly excluded by the VERONESI GROUP.

10. CONFIDENTIALITY OF COMMERCIAL INFORMATION - IT SECURITY

10.1 The data and commercial information relating to the each Event will be treated by the VERONESI GROUP as strictly confidential.

10.2 The VERONESI GROUP uses the most appropriate technical and procedural measures in order to guarantee IT security during the Events.

11. COMPETENT JURISDICTION AND APPLICABLE LAW

11.1 Any dispute concerning the use of the Portal, unless specified otherwise by the VERONESI GROUP, shall be submitted to Italian authorities and specifically to the Court of Verona, and shall be governed by Italian law. Any attempt to settle the dispute by mediation or arbitration must also be held in Verona.

12. Privacy policy

12.1 With reference to the data protection requirements, as per EU Regulation 2016/679 (" **GDPR** "), the VERONESI GROUP will set out their own privacy policy (**Annex 4**) in relation to the personal data that will be processed in the context of these Conditions, or in other documents related to them, exclusively for the purpose of entering into and executing commercial contracts and for legal obligations strictly connected to the management of the same.

12.2 With a separate legal act, if necessary, the Supplier will be appointed by the VERONESI GROUP as data processor as per article 28 of the GDPR, in relation to the activities connected to the execution of these Conditions.

13. ATTACHMENTS

The following attachments form an integral part of this document:

Annex 1): List of companies belonging to the VERONESI GROUP operating through the Portal.

Annex 2): Regulations for participating in Dynamic Negotiation, Request for Offers and any other Event held through the VERONESI GROUP Portal.

Annex 3): Indication of the Portal user.

Annex 4): Privacy policy.

Quinto di Valpantena (VR), 18 June 2018

Veronesi Holding S.p.A

Viewed and accepted

DATE

SUPPLIER STAMP AND SIGNATURE

The Supplier hereby declares that it has carefully read and expressly accepts the agreements contained in the following articles: article 3.6 (Indication of the Main Account holder); article 3.7 (Indication of Operating Account holders); article 4 (Obligations and guarantees of the Supplier); article 5 (Right of withdrawal); article 6 (Limitation of liability and absence of guarantees by GRUPPO VERONESI); article 7 (Industrial and intellectual property rights); article 9 (Modifications to the Conditions of use of the Portal).

For acceptance

DATE

SUPPLIER STAMP AND SIGNATURE

The Supplier hereby declares that it has carefully read and expressly accepts the agreements contained in the following articles: article 11 (Competent jurisdiction and applicable law) 11.1 Any dispute concerning this contractual relationship, unless specified otherwise by the VERONESI GROUP, shall be submitted to Italian authorities and specifically to the Court of Verona, and shall be governed by Italian law. Any attempt to settle the dispute by mediation or arbitration must also be held in Verona.

For acceptance

DATE

SUPPLIER STAMP AND SIGNATURE

ANNEX 1) TO THE GENERAL CONDITIONS OF USE FOR THE "VERONESI GROUP" SUPPLIER PORTAL

LIST OF COMPANIES BELONGING TO THE VERONESI GROUP

The following companies purchase goods and services in their own name and on their own account through the VERONESI GROUP Portal:

- VERONESI HOLDING S.P.A. (TAX CODE 04729010019 - VAT no. 02429770239)
- AGRICOLA ITALIANA ALIMENTARE – A.I.A. S.P.A. Single member company (TAX CODE - VAT no. 00233470236)
- SOCIETÀ AGRICOLA LA PELLEGRINA S.P.A. (TAX CODE - VAT no. 00642520233)
- ALLEVAMENTI BERICI AVICOLI - A.L.B.A. SRL (TAX CODE 00530330240 - VAT no. 02489700233)
- SOC. AGRICOLA VERONESI F.LLI SNC di Giordano Veronesi & C. (TAX CODE - VAT no. 02591200239)
- AGRICOLA TRE VALLI SOCIETÀ COOPERATIVA (TAX CODE 01631760236 - VAT no. 02447620234)
- AGRILINEA SRL (TAX CODE 01934580240 - VAT no. 02402550236)

Quinto di Valpantena (VR), 18 June 2018

Veronesi Holding S.p.A

For acceptance

DATE

SUPPLIER STAMP AND SIGNATURE

ANNEX 2) TO THE GENERAL CONDITIONS OF USE FOR THE "VERONESI GROUP" SUPPLIER PORTAL

REGULATIONS FOR PARTICIPATING IN THE ACTIVITIES OF THE VERONESI GROUP PORTAL

PART I: PREMISES, GENERAL PRINCIPLES AND GENERAL PROVISIONS

1. Premises and general principles

1.1 Dynamic trading consists of a mechanism for electronically defining certain elements deemed essential for entering into commercial transactions, such as the dynamic definition of the price and other contractual conditions (the "**Dynamic Negotiation**"), relative to the exchange of goods and the provision of services in accordance with the terms of use of the Portal, the Regulations, the General Conditions of Purchase for Goods and Services/Procurement/Supply with installation and any other General Conditions or Terms of Delivery (published on the Portal), which collectively constitute the conditions for the overall contractual agreement stipulated between each Supplier and the VERONESI GROUP (the "**Contract**").

1.2 The Call for Offers consists in a request to submit an offer and the consequent submission, all electronically, of a binding economic estimate and/or a binding indication of the terms and the technical and commercial conditions, relative to the exchange of the Goods and Services (the "**Call for Offers**" or "**CDO**").

1.3 The Dynamic Negotiation and the Call for Offer take place between the VERONESI GROUP ("**VERONESI GROUP**") and one or more Suppliers, each operating in the context of their own business, corporate or professional activity and registered on the Supplier Register of the VERONESI GROUP, by entering offers (the "**Offers**") on the Portal.

1.4 These Regulations set out the procedures for the Dynamic Negotiation, the Request for Offers and any other event that can be performed through the Portal, as well as the obligations and rules that the VERONESI GROUP and the Suppliers must respect during each Event. Further specific provisions regarding the execution of each Event, binding for Suppliers, will be indicated in the Letter of Publication and in the appropriate information sections of the Portal.

1.5 The general principles governing the way the Events are carried out and participation in the same are based on parity of conditions for participants, transparency, good faith, correctness, confidentiality of the information exchanged and legal compliance.

1.6 For the sake of greater clarity, terms starting with a capital letter, but not expressly defined in the Regulations, have the meaning assigned to them in the "General Conditions of Participation" by the VERONESI GROUP and the Supplier in events carried out through the Portal.

2. Communications relating to Events

2.1 The actions and communications exchanged between the Purchaser and Suppliers at every stage of the Event (including the preliminaries, performance, awarding and any suspensions, interruptions, re-openings and/or cancellations), may be performed according to two different operating modes, which may also be combined:

a) online; b) off-line. The actual availability of both operating methods is at the discretion of the VERONESI GROUP, and both the VERONESI GROUP and the Suppliers are obliged to use the mode available.

2.2 The online operating mode allows Suppliers to enter data and offers, communicate with the VERONESI GROUP and express their intention by clicking on the appropriate icons available on the Portal and/or using the Portal's messaging tool.

2.3 The off-line operating mode allows the VERONESI GROUP and the Suppliers to communicate by transmitting and receiving information and data, as well as their own instructions and manifestations of intention by fax, email or telephone. If communication takes place by telephone, the VERONESI GROUP is entitled, in compliance with the law, to record the telephone conversations with Suppliers. The VERONESI GROUP and the Suppliers accept that the telephone records constitute full proof of the facts and the circumstances represented.

3. Preliminary phases

3.1 In order to create an Event, the VERONESI GROUP, is obliged to inform the selected Suppliers of the data indicated as mandatory (the "**Mandatory Data**"); additional data may also be sent ("**Optional Data**"), including in the form of attachments,

3.2, After sending the Mandatory and Optional Data (the "**Data**"), the VERONESI GROUP can access it through its own personal folder (the "**Personal Folder of the Purchaser**"), available on the portal where the Event is taking place.

3.3 Before the start of each Event, It is the Supplier's responsibility to view the Data available in the Purchaser's Personal Folder. In the absence of a specific prior written communication by the VERONESI GROUP that expressly contests or rejects the contents of the VERONESI GROUP's Personal Folder, the start of the Event implies full and unconditional acceptance of all the Data provided.

3.4 The VERONESI GROUP will send the Suppliers, an invitation to participate in the Event through the portal's messaging service, making the Data available in the personal folders of the Suppliers invited (the "**Personal Folder of the Supplier**"), provided that the Suppliers are recorded in the VERONESI GROUP Supplier Register and qualified to participate in the Events.

3.5 The VERONESI GROUP may, at their discretion, permit one or more Suppliers or the Purchaser to take part in the Event only on condition that adequate guarantees are issued for the same.

3.6 The VERONESI GROUP has the right to modify the Data, including the configuration parameters of the portal, before the beginning of the Event (the Modifications), by notifying the Suppliers thereof through the Portal messaging service.

3.7 Suppliers can accept the VERONESI GROUP invitation to participate in the Event by issuing an Offer during the Event; participation implies full and unconditional acceptance of both the Data and the Modifications, including the configuration options of the parameters of the Portal set by the VERONESI GROUP.

4. Performance of Events - common provisions

4.1 The VERONESI GROUP and the Suppliers acknowledge and agree that for the entire duration of the Event, including the preliminary and subsequent phases, and for the purposes of its execution, closure and award of the tender, as well as any interruption, suspension, re-opening and/or cancellation, the Offers issued, communications made, official time and elapsed time will only be those recorded by the VERONESI GROUP Portal and other registration and telecommunication equipment belonging to the Group and to Bravo Solution SpA, which makes the technology available, and that these records shall constitute full proof of the facts and circumstances represented.

4.2 In the event of a discrepancy, the Offers actually issued and entered on the Portal will prevail over the contents of files, attachments and other documents sent or otherwise made available by Suppliers for the duration of the Event.

4.3 Suppliers acknowledge and agree that the Portal does not allow them to view the identity of the other Suppliers during the course of the Event.

4.4 Once the Event is closed, the VERONESI GROUP will notify participants of having of the award of the tender after a reasonable period of time for the necessary technical verifications. Any electronic communication regarding the awarding and/or non-awarding of the Event carried out through the Portal at the end of the Event must for all purposes be considered as provisional and subject to further technical verification, and will not therefore constitute an obligation towards Suppliers for the VERONESI GROUP.

4.5 Each Event is configured according to the options of the Portal parameters chosen by the VERONESI GROUP. The parameters for each Event are defined in the Suppliers' Personal Folders, in the information sections of the Portal and/or in the Publication Letter. Participation in the Event by the Suppliers implies the full acknowledgment of the configuration options set by the VERONESI GROUP and their unconditional acceptance.

4.6 If the Dynamic Negotiation originates from a prior Call for Offers, the VERONESI GROUP and the Suppliers acknowledge and accept that the Offers included in the Request may constitute, at the discretion of the VERONESI GROUP and upon notice to the Suppliers, the first Offer of each Supplier entered in the subsequent Dynamic Negotiation.

PART II: DYNAMIC TRADING EVENTS

5. Performance of Dynamic Negotiation - special provisions

5.1 Each Dynamic Negotiation takes place through the issue and insertion online and in real time of successive Offers which are decreased by the Suppliers up to the time of the closure of the Event, according to the methods of execution and the configuration options established by the parameters of the Portal, as defined in the Letter of Publication and in the information sections of the Portal.

5.2 The VERONESI GROUP reserves the right to reject a Supplier's Offer if it is ten or more minimum decreases lower (as defined in the configuration of the parameters of the Portal) than the amount of the last Offer issued during the Event from one of the Suppliers ("**Abnormal Offer**"). In this case, Bravo Solution SpA, which will assist the VERONESI GROUP in carrying out the Dynamic Negotiations, will inform the Supplier about its Abnormal Offer issued, and the VERONESI GROUP reserves the right to cancel it by notifying the Supplier that issued the Abnormal Offer thereof, and preventing the same from further participation in Dynamic Negotiation. Furthermore, the VERONESI GROUP has the right to establish a different definition of Abnormal Offer for each Event, and in any case to exclude from the Event any Offers with substantial anomalies.

5.3 The VERONESI GROUP has the right to attribute a weighting coefficient to the Offers issued by the Suppliers during the Event, established at their sole discretion on the basis of different elements, and variable according to the Supplier and the nature of the commercial proposal, such as the technical characteristics and the quality of the products offered, the terms and guarantees of payment, the methods of delivery, etc. (the "**Weighting Coefficients**"). If Weighting Coefficients are applied during an Event, the VERONESI GROUP will notify Suppliers thereof. The Weighting Coefficients cannot be changed after the Event begins, and are therefore fixed and invariable for the whole of its duration until the contract is awarded. Suppliers acknowledge and agree that the Weighting Coefficients will not be disclosed to them. If the Event is carried out with the application of the Weighting Coefficients, the amounts of the Offers issued during the Event by the other Suppliers will be shown to each individual Supplier as they result after the application of the Weighting Coefficients.

5.4 The VERONESI GROUP reserves the right to set a starting price for the Event (Base Price) and a price at which, when reached or exceeded, the VERONESI GROUP may proceed to award the Event (Reserve Price).

5.5 The Dynamic Negotiation closes at the date and time defined by the VERONESI GROUP according to the parameters applied to each Event as indicated in point 4.5 above, using the established closure mechanism, without prejudice to the absolute and full discretion of the VERONESI GROUP when deciding whether or not to award the contract, which will be notified in a specific written communication.

PART III: REQUESTS FOR OFFERS AND OTHER EVENTS

6. Performance of Requests for Offers - special provisions

6.1 Each Event takes place through the issue and insertion online of successive Offers by Suppliers up to the closure of the Event, according to the methods of execution and the configuration options of the parameters of the Portal, defined in the Letter of Publication and in the information sections of the Portal.

6.2 The Event begins when Suppliers are sent invitations.

6.3 The Event ends at the date and time established by the VERONESI GROUP according to the parameters applied to each Event as indicated in point 4.5 above.

6.4 Each Supplier has the right to formulate and send one or more Offers in the period of time between the date and time of the beginning and closure of the Event. The last Offer of each Supplier received by the VERONESI GROUP by the closure date of the Event will be considered final.

6.5 Regardless of the configuration options chosen by the VERONESI GROUP, the Offers will be assessed at the discretion of the VERONESI GROUP and, at the end of the Event, the VERONESI GROUP has the discretionary right not to accept any Supplier Offer and/or not to award the Event.

6.6 After the closure of the Event, the VERONESI GROUP will inform Suppliers that have sent one or more Offers of the outcome of the Event and its possible transformation into a subsequent Dynamic Negotiation.

6.7 After the closure of the Event, the VERONESI GROUP has the right to publish, on the website or elsewhere, the Offers received and/or the results obtained during the Event for viewing by all participating Suppliers.

6.8 The VERONESI GROUP has the right to award the Event to any of the Suppliers who participated in the Event, including at a different price from that indicated in the Offer sent. In this case, the winning Supplier has the right to refuse the award of the Event. If the Supplier decides to accept the award, the price of the Good and/or Service will be agreed between the Purchaser and the Supplier, with the option for both to conduct negotiations using the portal's messaging tool.

7. Other types of event (rfx)

7.1 The VERONESI GROUP has the right to perform other types of event, with some characteristics similar to the Call for Offers (for example: requests for information), defined below as RFX Events.

7.2 If RFX Events are carried out, the provisions contained in Parts I and IV of the Regulations apply to them, along with Part III where applicable. Any special provisions relating to each specific RFX Event, as well as exceptions to the Regulations, further definitions and methods of performance, will be indicated in the Publication Letter and/or in the information sections of the Portal.

7.3 By participating in an RFX Event, the Supplier fully and unconditionally accepts the rules of the Event as set out in the Regulations, where applicable, in the Letter of Publication and/or in the information sections of the Portal.

PART IV: FINAL PROVISIONS COMMON TO ALL TYPES OF EVENT

8. Suspension and/or cancellation of the Event

8.1 The VERONESI GROUP has the right to suspend the Event for good reason, by giving written notification of the suspension to the Suppliers via the Portal.

8.2 In the case of technical failure or malfunctioning of the IT, technological, telephone connection and/or portal registration devices, which could jeopardize the regular running of the Event, the VERONESI GROUP has the right to evaluate the possibility of suspending the Event, until the necessary repairs and restorations have been carried out. In such cases, the VERONESI GROUP may at their discretion cancel or reopen the Event, even after its conclusion, without incurring any liability towards Suppliers.

8.3 In the case of suspension and/or reopening as provided for in the foregoing article, the date and time of rescheduling of the Event, as well as its residual duration, will be reported by the VERONESI GROUP giving timely information to the Suppliers. Unless otherwise agreed, the Event will resume on the basis of the last Offer issued by Suppliers and registered by the VERONESI GROUP systems, which must be considered valid for all purposes.

8.4 In the case of interruption of the connection to the Portal for any reason, by one or more Suppliers, the VERONESI GROUP is entitled to suspend the Event at their sole discretion, allow it to be reopened even after the conclusion or continue execution by inserting Offers in the Portal using the off-line operating mode, according to the provisions of article 2.3, without incurring any liability towards suppliers.

8.5 In addition to the cases indicated in the previous articles, the VERONESI GROUP reserves the right, at their sole discretion, to suspend and/or cancel the Event at any time, even after its conclusion, by simple written notification of their intent to Suppliers at their email address without incurring any liability.

8.6 The VERONESI GROUP reserves the right, at their sole discretion, to exclude from participation in the Event any Suppliers who are responsible or accused of violating the obligations set out in articles 1.5, 5.2, 9 and 11, without incurring any liability towards them, while reserving the right to seek compensation for any additional damage. The exclusion of Suppliers from participation in the Event takes place via simple written notification to their email address.

9. Obligations and guarantees of Purchaser and Supplier

9.1 The VERONESI GROUP and the Suppliers agree the methods and times with which to verify, according to correctness and good faith, that the Goods and/or Services offered comply with the description made and have the qualities promised by the Suppliers, in full compliance with the terms of the Conditions of use of the Portal, the Regulations, the General Conditions of Purchase of Goods and Services/Procurement/Supply with installation (published on the Portal).

9.2 Suppliers acknowledge and agree that the VERONESI GROUP's has the right to make their participation in the Event conditional upon the prior issue of adequate guarantees to substantiate the seriousness and irrevocability of the Offers.

9.3 The VERONESI GROUP and the Suppliers undertake to take all the precautions and technical measures to protect the security of data and commercial information exchanged during the Event and to prevent access to the same to unauthorized third parties.

9.4 The Data constitute the essential elements of the Contract stipulated as a result of the Event (the "**Sale Contract**") between the VERONESI GROUP and the selected Supplier.

10. Obligations and guarantees of the Purchaser

10.1 Throughout the duration of the Event, the Purchaser undertakes to comply with the procedures, obligations and principles established by the Purchaser's Conditions and the Regulations.

10.2 If the Event concludes with an award, the Purchaser undertakes, in compliance with the provisions of the Awarding Procedures, to stipulate a Sale Contract with the Supplier selected as a result of the Event, unless the selected Supplier has violated the obligations set out in articles 1.5, 9 and 11, and except as provided in the following article 10.3.

10.3 The Purchaser has the right to make the stipulation of the Sale Contract conditional upon the fulfilment of any conditions provided for in the Letter of Publication or in any other agreements stipulated with the Suppliers.

11. Obligations and guarantees of the Supplier

11.1 During the Event, Suppliers undertake to comply with the procedures, obligations and principles established by the General Conditions of Participation and by these Regulations and/or the Letter of Publication.

11.2 Each Supplier undertakes to maintain the Offers for the duration of the Event and for the whole period necessary for its award and subsequent signature of the Sale Contract, but in any case, unless otherwise agreed between the parties, no more than 12 months from the date of the beginning of the Event. In the event of a Call for Offers with subsequent Dynamic Negotiation, each Supplier undertakes to maintain their Offers for the entire duration and the awarding of the Dynamic Negotiation.

11.3 The selected Supplier undertakes to conclude the Sale Contract with the VERONESI GROUP. Failure to stipulate the Sale Contract will entitle the VERONESI GROUP to claim compensation for damages.

11.4 If the selected Supplier for any reason refuses the award of the Event or otherwise fails to stipulate the Sale Contract with the VERONESI GROUP, the Suppliers acknowledge that the Purchaser is within its rights to proceed at any time, even after the final award notification, to revoke said final award and thereafter award the contract to another Supplier participating in the Event, who to this end will assume the obligations referred to in article 11.3 above.

11.5 Suppliers undertake to:

- a) maintain the ownership and availability of the Goods and/or Services offered for the duration of the Event and subsequently until its final award and the signing of the Sale Contract;
- b) provide an accurate, faithful, truthful, correct and not misleading description of the Goods and/or Services offered;
- c) not to obstruct the correct execution of the Event through unfair practices or in violation of the law, regulations or rights of third parties, such as fixing prices and other conditions between some Suppliers, to the detriment of others, issuing Abnormal Offers, etc.;
- d) not to offer Goods and/or Services of unlawful or dubious origin; counterfeit goods in violation of third party rights and/or national and international intellectual property law; of any nature whose sale is prohibited by law or regulations;
- e) to offer Goods and/or Services produced and/or provided in compliance with Legislative Decree 626/94 and Law Decree 242/96, respecting the environment and environmental regulations, producing if necessary the certifications in their possession;
- f) comply with the General Conditions of Purchase of Goods and Services, General Conditions of Contract and Supply with installation, published on the Portal, which collectively constitute the conditions for the overall contractual agreement between each Supplier and the VERONESI GROUP.

12. Modifications to the regulations

12.1 The Suppliers acknowledge and accept that the VERONESI GROUP may modify the Regulations at any time by publishing a notice on the portal, by email or fax sent to the Suppliers.

12.2 Any modification to the Regulations will come into force on the effective date indicated in the notice or communication referred to in the previous paragraph, on the condition that no less than 15 (fifteen) days' notice will be given, which will be tacitly and unconditionally accepted by the Suppliers by their continued the use of the User ID and/or participation in the Events.

13. Competent jurisdiction and applicable law

13.1 Any dispute relating to these Regulations, unless specified otherwise by the VERONESI GROUP, shall be submitted to Italian authorities and specifically to the Court of Verona, and shall be governed by Italian law. Any attempt to settle the dispute by mediation or arbitration must also be held in Verona.

Quinto di Valpantena (VR), 18 June 2018

Veronesi Holding S.p.A

For acceptance

DATE

SUPPLIER STAMP AND SIGNATURE

The Supplier hereby declares that it has carefully read and expressly accept the agreements contained in the following articles: article 8 (Suspension and/or cancellation of the Event); article 9. (Obligations and guarantees of Purchaser and Supplier); article 10 (Obligations and guarantees of the Purchaser); article 11 (Obligations and guarantees of the Supplier); article 12 (Modifications to the Regulations); article 13 (Competent jurisdiction and applicable law).

For acceptance

DATE

SUPPLIER STAMP AND SIGNATURE

ANNEX 3) TO THE GENERAL CONDITIONS OF USE FOR THE "VERONESI GROUP" SUPPLIER PORTAL

MAIN ACCOUNT AND OPERATING ACCOUNT HOLDERS
(all fields must be filled in)

The undersigned _____ born in _____ date _____ (Tax Code _____) resident in _____ (county/state/province _____), address _____, no. _____, as legal representative of _____ with registered offices in _____ (Tax Code _____ / VAT no. _____) email _____, with the necessary representative powers ("**Supplier**")

APPOINTS

as a subject authorized to operate on the Portal ("**Main Account**"):

- the legal representative of the Supplier, as identified above;
- Mr/Ms/Mx _____ (Tax Code _____) born in _____ date _____ resident in _____ (county/state/province _____), address _____, no. _____, email _____ in their capacity/position as _____, with the necessary powers to represent the Supplier (see article 3.8 of the General Conditions of Use of the Veronesi Group's Supplier Portal).

Pursuant to and for the purposes of article 3.7 of the General Conditions of Use of the Supplier Portal of the VERONESI GROUP, the Supplier has the right to:

- (i) enable additional subjects to use the Portal ("**Operating Accounts**"), by registering the details of the person (name/surname and email address) on the appropriate area on the Portal, to whom the powers to represent the Supplier are granted (see article 3.8 of the General Conditions of Use of the Veronesi Group's Supplier Portal);
- (ii) revoke authorisation, extend or restrict the scope of the faculties granted to the Operating Accounts. If an Operating Accounts is terminated, the Supplier is required to close the related profile (User ID).

The VERONESI GROUP may, entirely at their discretion, refuse the requests for authorization and extension of the Operating Accounts received from the Supplier.

Please note that the email addresses indicated above with reference to the Main Account and the Operating Accounts will be used for all communications made by the VERONESI GROUP, also for the purposes of compliance with current legislation on privacy.

Quinto di Valpantena (VR), 18 June 2018

Veronesi Holding S.p.A

For acceptance

DATE

SUPPLIER STAMP AND SIGNATURE

ANNEX 4) TO THE GENERAL CONDITIONS OF USE FOR THE "VERONESI GROUP" SUPPLIER PORTAL

PRIVACY POLICY FOR PERSONAL DATA COMMUNICATED BY SUPPLIERS THROUGH THE "VERONESI GROUP" PORTAL

In compliance with European Regulation 2016/679 on safeguarding physical persons regarding the processing and free circulation of personal data ("GDPR"), Veronesi Holding S.p.A. ("VERONESI GROUP"), with registered offices in Quinto di Valpantena (VR), Via Valpantena 18/g (Tax code 04729010019 - VAT no. 02429770239) hereby informs you that the personal data provided when signing up to the Portal www.supplierarea.com ("Data") necessary for performing the contractual relations with the VERONESI GROUP, will be processed in compliance with data protection regulations and the principles of good faith, lawfulness, transparency and protecting your confidentiality and relative rights.

We would therefore like to inform you of the following:

1. Data controller: Veronesi Holding S.p.A., with registered offices in Quinto di Valpantena (VR), Via Valpantena 18/g (Tax code 04729010019 - VAT no. 02429770239), who can be contacted at: privacy@gruppoveronesi.com.

2. Type of data processed, purposes and legal basis: the Data are collected and processed by the data controller exclusively for the following purposes:

- (a) Supplier database qualification and management;
- (b) participating in events and online tenders;
- (c) managing of pre-contractual and contractual Supplier relations;
- (d) performing administration, tax and accounting activities associated with the Supplier and the VERONESI GROUP, and meeting the data processor's legal obligations;
- (e) managing litigation (in or out of court).

The legal basis for the data processing is the performance of the supply contract, pre-contractual Supplier activities, and/or meeting legal obligations.

3. Method of processing: the data may be collected, recorded, organised, stored, viewed, processed, modified, compared, used, inter-connected, selected, extracted, blocked, communicated, deleted and destroyed.

The data are collected after signing up to the Portal by filling in forms designed for the purposes, and may be included in contracts. The data are processed using electronic or other automatic, computerised or online methods with appropriate passwords, as strictly necessary for the purposes indicated above.

The data collected are recorded and stored by the data controller in computerised or paper format, and are protected and controlled using methods guaranteeing their security and confidentiality, in compliance with data protection regulations.

4. Communicating the data: the data are provided for the purposes stated in point 2 above. Refusal to provide all or part of the data will therefore make it impossible for the VERONESI GROUP to establish and/or continue the Supplier relationship.

5. Data recipients or types of recipient: the data is processed by the data controller's internal staff (employees, outsourcers, system administrators), who are identified and authorised to process them in compliance with data protection and security regulations.

If necessary for the purposes indicated in point 2, the data may be transmitted to judicial authorities, public or private administrative offices, duly appointed outsourcers, professionals and technical consultants, and to any other subject necessary for the correct performance of the services and activities of the VERONESI GROUP, and where necessary appointed data processor (as per article 28, GDPR).

The data will not be published or used for entirely-automated decision-making processes, including profiling.

6. Transferring the data to third countries or international organisations: as part of managing the relationship with the VERONESI GROUP, the data may be transferred to a country outside the EU and/or to international organisations. In this case, the VERONESI GROUP will take all the appropriate measures to protect the security and confidentiality of the data, in compliance with current data protection regulations.

7. Storing the data: for the purposes set out in point 2, the data will be processed and stored by the data controller for the time permitted by current accounting, tax, auditing and legal regulations.

8. Data subject rights and how to exercise them: in relation to the data processing described in this privacy policy, the data subject can exercise their rights set out in articles: 15 to 21 and 77 in the GDPR. In particular, the right to access, correct or delete your data, limit or oppose its processing, obtain data portability, or file a complaint with the Data Protection Authority.

If the data processing requires consent, as per article 7 of the GDPR, the data subject can revoke that consent at any time, without affecting the lawfulness of its processing up until the revocation.

To exercise these rights, contact the relative data controller at the contact details indicated in point 1 above.

Quinto di Valpantena (VR), 18 June 2018

Veronesi Holding S.p.A

For acceptance

DATE

SUPPLIER STAMP AND SIGNATURE