

MUNDYS' SUPPLIER PORTAL RULES

PART 1 - BACKGROUND

ARTICLE 1 SUBJECT AND SCOPE OF APPLICATION

This document regulates the registration process for companies that supply goods/materials, works, services and professional services.

The Portal aims to facilitate and guide mutual relations and exchange of information between Mundys and any third parties interested in applying for inclusion - at Mundys' sole and absolute discretion - in the list of accredited suppliers and/or potential suppliers. The functions related to the supplier area that are managed online are as follows:

- Creation and management of the list of economic operators.
- Management of the product classification process in that list.
- Any assignment of professional tasks, supply contracts and/or services according to and/or through the selection methods indicated by Mundys at the latter's sole discretion.

This document applies to all the activities that are carried out on the Mundys Portal made available by Ariba.

ARTICLE 2 DEFINITIONS

Company: Mundys S.p.A.

Supplier: Commercial operator interested in supplying goods/materials, works, services and professional services.

Parties: The Company and the Supplier or Suppliers.

Contracts: Contracts for works, supplies of goods, services and professional assignments.

Portal: The Mundys Portal, provided by SAP Ariba.

Registration Process: The process by which a Supplier is invited to register on the portal by Mundys, which involves the Supplier completing the relevant questionnaires which will then be evaluated by the company. After the assessment of the application, Mundys will confirm whether the registration is successful.

Username (User ID): Alphanumeric string identifying the Supplier for access to the Portal. It is created when registering on the Ariba Network.

Password: Confidential alphanumeric string which, combined with the Username (User ID), allows the Supplier to access the Portal.

Ariba Network: Ariba portal used to access the Mundys Portal. This is where login credentials (username and password) are created.

Product categories: The categories grouping goods and services.

Contract: Contract entered into between Mundys and the Supplier.

ARTICLE 3 IT EQUIPMENT

For details on the minimum necessary and adequate technical requirements, please refer to the guidelines on the Ariba portal (see also supplier.ariba.com).

Any charges connected to the hardware and software required to log in to and register on the platform/Supplier Register, as well as any equipment that may become necessary following system developments, are the sole responsibility of the Supplier.

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PART 2 – ACCESS TO THE SYSTEM AND SUPPLIER REGISTER

ARTICLE 4 OBTAINING ACCESS CREDENTIALS

The creation of a Supplier Register is solely in the interest of Mundys, and the Suppliers invited to take part in negotiations are selected according to criteria of absolute impartiality, at the Company's sole discretion.

Registration in the Supplier Register does not grant the Suppliers any right to be invited to all the procurement procedures organised by Mundys.

The Supplier may apply for inclusion in the Supplier Register via the link on the Mundys Portal or may be invited directly by the latter.

To create an account, the first step will be registration on the Ariba Network (SAP Business Network) by providing the required information. Once an account has been created, the supplier will be directed to the Mundys Registration Questionnaire. For any additional information on the Ariba Network, please refer directly to the information available on the Portal.

The Supplier is responsible for maintaining the secrecy and confidentiality of Access Codes (username and password) and is accordingly responsible for their use. Furthermore, the Supplier accepts exclusive responsibility for all its activities within the System and undertakes to indemnify and hold the Company harmless from any claim or demand relating to or arising from the use or misuse of the tools made available on the Portal. The authorized Supplier acknowledges that, if any third parties obtain the access codes, they can enter the System and carry out legally binding actions that will be attributed directly to the Supplier.

The Supplier must notify the Company, or Ariba, by email of any unauthorised use of the Access Codes by third parties as it comes to its attention and hereby undertakes to indemnify and hold the Company harmless from any claim, including claims for damages, arising directly or indirectly from any such use or misuse by any party.

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ARTICLE 5 REGISTRATION PROCESS

The Supplier has 30 days from receipt of the Registration Questionnaire to complete it. The Supplier can select all the product categories for which it is applying. All the mandatory questions must be answered for the form to be completed.

The questionnaire consists of 6 sections:

1. **Company Data** section, which contains questions relating to the Supplier's general information (mandatory).
2. **Banking Information** section, which contains questions regarding the Supplier's banking information and requires the upload of an account holder specification letter issued by the bank (mandatory).
3. **Company Data** section, which contains questions relating to the Supplier's general information (mandatory).
4. **Document** section, where the documents necessary for the Supplier's due diligence (mandatory) must be uploaded.
5. **Sustainability** section, which contains questions related to sustainability issues (optional).
6. **Privacy** section, which contains questions regarding the processing of personal data (optional).
7. **Cyber Security** section, which contains questions on the security of the processed information (optional).

Once the Questionnaire has been sent, Mundys will evaluate it and request any necessary additions. The Supplier undertakes to provide, at the request of the Company and within the timeframe indicated by it, suitable evidence for the statements made during the registration process. If everything is correct, Mundys will approve the Questionnaire. The Supplier's status in the system will then become 'Registered'.

Completing registration is a necessary step for tasks and contracts to be assigned.

Once “registered”, the Supplier will have access to the system, may update the data as necessary, or as requested by Mundys, and will be required to keep the data updated if any changes occur at Supplier’s level.

ARTICLE 6. DATA UPDATE

The Supplier is required to inform the Company within 15 days, using the Portal's features, of any changes to the registered data and documents, as well as any changes to the company's organizational structure following any extraordinary transactions (e.g., sales, mergers, transfers of business units, etc.). Mundys reserves the right to carry out any checks to confirm the validity of the previous registration or to exclude the Supplier from the Portal.

Specifically, the Supplier is required to upload a new account holder specification letter by the bank if any changes occur in its banking information.

The Supplier is also required to ensure the constant and timely updating of contact information in the Portal, and in particular the email address; no claim may be made against the Company if the Supplier does not receive communications due to its failure to update contact information or its unavailability (for example, if the Supplier's email address reaches its maximum capacity).

When any changes are made to the Supplier’s bank details recorded in the Supplier portal's master data, the relevant department (i.e. Purchasing) will verify that the updated information matches the statement by the bank that is stored on the portal. If no critical issues arise, the Purchasing department will approve

such changes, and they will then become effective and valid for the purposes of any subsequent activities related to the Supplier's payments.

ARTICLE 7 CANCELLATION AND REMOVAL

Each Supplier may request to be cancelled, without prejudice to any obligations already undertaken. Cancellation requests must be submitted 30 days in advance via email. The Supplier undertakes not to use the system after filing a request for cancellation, except for any activities required for the correct and complete fulfilment of the obligations already undertaken. The Company reserves the right to remove, at its sole discretion and at any time, any previously granted qualification, including without limitation after discovering any prejudicial events, such as loss of professional qualifications, cessation of professional activity, serious contractual breaches, or failure to provide the communications required by this regulation. The revocation of authorizations, which will take effect immediately, will be communicated via email.

ARTICLE 8 SUPPLIER'S OBLIGATIONS

In addition to the provisions of the contract with Mundys, the Supplier is also required to meet the following obligations:

- Use of the Portal in compliance with the principles of fairness, loyalty and good faith.
- Compliance with the terms and conditions set out in the regulations and documentation on the platform.
- Compliance with the conditions for participation in bids.
- Not engage in anti-competitive behaviour or behaviour that violates the rights of third parties.
- Comply with copyright, intellectual property, and privacy laws.

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- Keep strictly confidential all information acquired during the registration and trading process.

PART 3 – MALFUNCTIONING AND RESPONSIBILITIES

ARTICLE 9 – MALFUNCTIONING

The Parties undertake to inform each other of any connection difficulties (e.g., unclear sender, incomprehensible document content, etc.). Any Supplier who encounters difficulties or is unable to use the services covered by this document must immediately notify the Company and, where the issue is attributable to the Supplier, take the necessary steps to resolve it.

For issues directly attributable to SAP Ariba, it will be necessary to contact the relevant support from the “help-support center” menu.

Mundys accepts no responsibility for malfunctions of the Portal, or for unavailable connection or any other cause that may prejudice or delay the registration and/or delivery of any communications with the supplier.

Mundys accepts no responsibility for any malfunctioning of the Portal.

ARTICLE 10 – INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

All documents published in the Mundys Supplier List are protected by intellectual property rights, in compliance with current legislation on copyright protection.

The Supplier undertakes not to download, reproduce, transmit, sell or distribute, in whole or in part, for any reason whatsoever, the content and information available or received through the Supplier Register for purposes other than those intended for the registration.

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Similarly, it is prohibited to insert in the Mundys Supplier List content that violates applicable laws and regulations, including, specifically, any laws on copyright or other intellectual or industrial property rights.

ARTICLE COMPLIANCE WITH THE LAW IN GENERAL AND WITH THE CODE OF ETHICS AND LEGISLATIVE DECREE NO. 231 OF 8 JUNE 2001 ON THE ADMINISTRATIVE RESPONSIBILITY OF COMPANIES

Mundys conducts its business in full compliance with all laws, permits, rules, regulations, decisions and orders relating to any aspect of the conduct of its business, and in accordance with the principles set out in its Code of Ethics. Accordingly, all contractual relationships are established and maintained on the basis of strict compliance with the law, the Company's Code of Ethics, and all applicable regulations.

It is understood that, in carrying out any activity provided for by these regulations for the correct execution of the registration process, the Supplier undertakes not to adopt behaviours that could result in a violation of the law, the code of ethics and the regulations in force.

With particular reference to the provisions of Legislative Decree no. 231 of 8 June 2001 on the administrative liability of entities, as subsequently amended and supplemented (hereinafter "Decree 231/01"), by accepting these regulations, the Supplier or its subcontractors also undertake to comply with the rules and principles established in the Organization, Management and Control Model and in the Anti-Corruption Policy adopted by Mundys and published on the company website at <https://www.mundys.com/it/governance/etica-e-legalita>.

The above-mentioned documents define the values that guide Mundys in achieving its objectives, including the prevention of the crimes outlined in Legislative Decree no. 231/2001 and subsequent amendments and other conduct that may lead to corruption.

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The Supplier is also required to promptly inform Mundys of any changes that occur after registration with respect to the information/self-declarations requested by Mundys for anti-corruption purposes and issued by the Supplier before signing the Contract. Failure to comply with the principles established in the aforementioned documents will constitute grounds for suspension/cancellation from the Register.

Violation of the above-described organizational and management principles, including by subcontractors designated by the Supplier, is a serious breach that will prevent the continuation of contractual relations with the Company. It is understood that if the Supplier fails, even partially, to comply with the obligations set out in this article, refuses or unjustifiably delays the production of documents, information, or data requested by the Company in relation to these obligations, or, more generally, is in breach of the representations and warranties set out above, the contractual relationship will be terminated for the Supplier's cause and fault. The Supplier will therefore be required to indemnify and hold the Company harmless from any losses, damages, costs, liabilities, or claims arising from such breach or non-fulfilment.

ARTICLE 12 – CHANGES TO THE REGULATIONS

Mundys reserves the right, at its sole discretion and at any time, to unilaterally modify these Regulations, including as a result of changes to current legislation. The new version of the Regulations will be published on the Mundys website. Use of the System by the Supplier after publication of the Regulations implies full acceptance by the Supplier of these Regulations and any subsequent amendments and/or additions.

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ARTICLE 13 – APPLICABLE LAW AND JURISDICTION

The Regulation is governed by Italian law, to which reference is made for anything not expressly provided for. The Court of Rome has exclusive jurisdiction over any dispute.

ARTICLE 14 – CLOSING AND REFERRAL RULES

For anything not expressly regulated in these Regulations and in the documents that are an integral and substantial part hereof, the provisions of the Civil Code, as well as any applicable regulations in force from time to time, shall apply. The provisions of these Regulations are automatically replaced, modified or repealed by mandatory regulations that will come into force whether before or after its adoption.

PART 4 – PRIVACY

SUPPLIER PRIVACY INFORMATION PURSUANT TO ARTICLE 12 OF EU REGULATION 2016/679 (GENERAL DATA PROTECTION REGULATION- “GDPR”)

	IDENTITY OF THE DATA CONTROLLER	MUNDYS SpA (hereinafter " Mundys " or " Data Controller "), registered office at Piazza San Silvestro 8, 00187 Rome			
	DATA CONTROLLER'S CONTACT DATA	<ul style="list-style-type: none"> Email: privacy@mundys.com Address: Piazza San Silvestro 8, 00187 Rome. 			
	PERSONAL DATA COLLECTED	<ul style="list-style-type: none"> identification and/or contact details. economic / financial / tax data. judicial records (by self-declaration). professional life (e.g. registrations in professional registers, etc.) 			
	PURPOSES OF THE PROCESSING		LEGAL BASIS FOR THE PROCESSING		PERIOD OF RETENTION OF PERSONAL DATA

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1.	Carry out preliminary assessments for registration in the supplier register (e.g., verify the due diligence self-declaration).	Execution of pre-contractual measures	Twenty-four (24) months from the date of receipt/collection or from the conclusion of the preliminary verification process if not entered in the register.
2.	Fulfil pre-contractual and contractual obligations (e.g., participation in tenders, conducting any pre-contractual negotiations, contracting, bookkeeping, invoicing, payments, register maintenance)	Execution of precontractual and contractual measures	For ten (10) years after termination of the contractual relationship, also in compliance with any legal obligations established by civil, fiscal and regulatory provisions, etc.
3.	Comply with legal, regulatory, and tax obligations related to the contractual relationship or required by provisions of the Authority.	Legal obligation	
4.	Manage IT resources, their monitoring data (e.g., access logging, company mailbox, etc.) in compliance with current regulations (with particular regard to remote monitoring), and the assigned equipment.	Execution of pre-contractual measures	The data will be stored for twelve (12) months starting from termination of the supply contract (e.g. logical accesses). Email account data will be deleted within thirty (30) days of the account closure following termination of the contract.
The retention time may be extended in the event of legal or disciplinary action and to enforce Mundys' rights. In such event, your personal data will be retained for the duration of the proceedings, until they are concluded and time limits for appeal have expired.			
	PROCESSING METHODS AND SECURITY MEASURES	Data may be processed by technological and/or paper methods and through suitable IT tools (e.g. software, hardware, applications, etc.). Mundys has controls and procedures in place that ensure the confidentiality of personal data, and is	

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	constantly committed to adopting, pursuant to Article 32 of the GDPR, specific technological and organisational measures to protect data against the risk of loss, unlawful or incorrect use and unauthorised access.
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 <p>RECIPIENTS OR CATEGORIES OF RECIPIENTS OF PERSONAL DATA</p>	<p>In order to pursue the stated processing purposes, personal data may be transferred to various entities, including:</p> <ul style="list-style-type: none"> • The Data Controller's employees and collaborators in their capacity as authorised data processors. • Third parties contractually connected to the Data Controller, who in certain cases will act as data processors (e.g. suppliers of SAP Ariba information services etc.) or independent data controllers. • Judicial authorities and/or public bodies, at their express request and/or under the law, during investigations and checks in their capacity as independent data controllers. <p>A full list of recipients of Data Subjects' Personal Data, including further details on the location of such recipients, is kept at the Data Controller's head office and may be consulted on request.</p>
 <p>TRANSFER OF PERSONAL DATA</p>	<p>Your personal data will essentially be processed within the European Union. If it is necessary to transfer your data to third parties outside the European Economic Area (EEA) for specific processing management purposes, such transfer will only take place if the European Commission has confirmed that such third country has an appropriate level of data protection or if adequate data protection safeguards are in place (e.g. EU standard contractual clauses for the transfer of data to third countries).</p>
 <p>RIGHTS OF DATA SUBJECTS</p>	<p>Data Subjects may at any time exercise their rights towards the Data Controller as provided for in Articles 15 <i>et seq.</i> of the GDPR, in relation to the processing of their personal data, such as, for example, right of access, correction, deletion, restriction of and opposition to processing by sending an email request to privacy@mundys.com</p>

	<p>RIGHT TO LODGE A COMPLAINT WITH THE SUPERVISORY AUTHORITY</p>	<p>If you believe that your personal data have been processed illegally, you have the right to lodge a complaint with the Data Protection Authority (https://www.garanteprivacy.it/).</p>
	<p>PROVISION OF PERSONAL DATA</p>	<p>Regarding the purposes of the processing, the provision of data is mandatory. Failure to provide the data would make it impossible to establish or continue the contract.</p>
	<p>AUTOMATED DECISION-MAKING PROCESS</p>	<p>Personal data collected will not be subject to an automated decision-making process.</p>

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