

REGULATIONS ON PARTICIPATION IN DYNAMIC NEGOTIATION, REQUESTS FOR PROPOSALS AND FOR ANY OTHER EVENT THAT MAY BE PERFORMED THROUGH THE YNAP PROCUREMENT PLATFORM

PART I: RECITALS, GENERAL PRINCIPLES AND JOINT PROVISIONS

1 RECITALS AND GENERAL PRINCIPLES

1.1 Dynamic negotiation, hereinafter also defined as "Online auction," consists of a mechanism of electronically determining those elements that are essential to conclude commercial transactions, such as the dynamic determination of a price and other contractual terms, relating to the exchange of goods (hereinafter, "**Goods**") and services (hereinafter, "**Services**") (hereinafter, "**Dynamic Negotiation**").

1.2 The request for proposal consists of a mailed request for, and subsequent submission of, all electronically, a binding cost estimate and/or a binding indication of the technical and commercial terms and conditions, relating to the exchange of Goods and Services (hereinafter, the "**Request for Proposal**").

1.3 The Dynamic Negotiation and Request for Proposal occur between the buyer ("**Buyer**") and one or more Suppliers, each party operating within the scope of its own business, institutional or professional activity, and registering on the YNAP Procurement platform ("**Platform**"), by entering proposals (hereinafter, jointly, "**Proposals**" and, individually, "**Proposal**").

1.4 These regulations ("**Regulations**") establish the terms for performing the Dynamic Negotiation of the Request for Proposal and any other event ("**Event and/or Events**") that can be performed by using the Platform, as well as the obligations and rules that the Buyer and Suppliers must respect throughout the entire term of each Event. Additional specific provisions regarding the execution of each Event, which are binding for the Buyer and the Suppliers, are indicated in the Publication Letter or other bid documentation, and in the appropriate informational sections on the YNAP Procurement website.

1.5 The general principles that regulate Events and the participation therein are equal conditions of the participants, transparency, good faith, accuracy, confidentiality of the information exchanged and compliance with the law.

1.6 For clarity's sake, capitalised terms that are not, however, expressly defined in these Regulations, have the meaning attributed to them in the "General terms and conditions for participating in the events carried out through the YNAP Procurement Technology Platform" (hereinafter, the "**Terms and Conditions**").

2 EVENT-RELATED COMMUNICATIONS

2.1 The actions and communications carried out by the Buyer and Suppliers, as concerns them, in each Event (including preliminary activities, development, award and any suspensions, interruptions, reopenings and/or cancellations), may be performed according to two different operating procedures, which may also be combined among them: a) online; b) offline. The effective availability of both operating procedures is at YNAP's

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discretion and the Suppliers are obligated to use the available procedure.

2.2 The online operating procedure provides that the Buyer and/or Suppliers enter the data and Proposals, communicate their respective declarations of intent by clicking on the appropriate icons, which are available on the Platform, and/or by using the Platform messaging tool.

2.3 The offline operating procedure provides that the Buyer and Suppliers communicate by sending and receiving information and data, in addition to their own instructions and declarations of intent via fax and e-mail.

3 PRELIMINARY PHASES

3.1 The Buyer sends the Suppliers, via the Platform, an invitation to participate in the actual Event, thereby making its own data available (hereinafter, the "**Data**") that has been entered into the Suppliers' personal files (hereinafter, the "**Suppliers' Personal Files**"), provided that they are registered on the YNAP Procurement Platform and authorised to participate in the Events.

3.2 The Buyer has the authority to modify the Data, including the Platform configuration parameters, prior to the start of the Event (hereinafter, the "**Modifications**"), providing notice thereof to the Suppliers through the YNAP Procurement Platform and/or via YNAP.

3.3 The Suppliers' adherence to the Buyer's invitation to participate in the Event is implicit with the issuance of a Proposal during the Event, and participation therein involves a full and unconditional review and acceptance of both the Data and Changes, including therein the acceptance of the configuration options of the Platform parameters that have been defined by the Buyer.

4 EVENTS - JOINT PROVISIONS

4.1 The Suppliers agree that throughout the duration of the Event, including the preliminary and subsequent phases, and for the purposes of its completion, closure, award and potential interruption, suspension, reopening and/or cancellation, the Proposals issued, the communications made, the official schedule and time elapsed shall be only as recorded by the YNAP Procurement Platform and by YNAP's other registration and telecommunication devices, and such records constitute full proof of the facts and circumstances represented.

4.2 In the event of a disagreement, the Proposals that were actually issued and entered into the Platform shall prevail over the contents of files, attachments and other documents that have been sent or nevertheless been made available by the Suppliers throughout the duration of the Event.

4.3 The Suppliers agree that the YNAP Procurement Platform cannot allow them to see the identity of other Suppliers while the Event is taking place.

4.4 Notice of the award or non-award to participants at the Event may occur via the Buyer's own YNAP Procurement Platform after the Event is closed, once an

appropriate period of time has elapsed for the necessary technical checks. Any electronic communication regarding the award and/or non-award of the Event that is made via the portal must, for all purposes, be understood to be provisional, subject to the approval of the corporate bodies under the Buyer's authority. An award from the system via the YNAP Procurement Platform shall not constitute an obligation of the Buyer towards the Suppliers.

4.5 Each Event is configured according to the configuration options of the Platform's parameters via the YNAP Procurement Platform. The configurations of the parameters that are applied to each Event are defined in the Buyer's Personal File, in the Suppliers' Personal Files, in the information sections on the portal, and/or in the Publication Letter or other documentation for the Event. Participation in the Event by the Suppliers entails a complete review of the configuration options that have been set by the Buyer, and their unconditional acceptance.

4.6 Whenever the Dynamic Negotiation originates from a previous Request for Proposals, the Buyer and Suppliers recognise and agree that the Proposals entered during the Request for Proposals may constitute, at the Buyer's discretion and upon communication to the Suppliers, the first Proposal of each Supplier that is entered into the subsequent Dynamic Negotiation.

PART II: DYNAMIC NEGOTIATION EVENTS

5 COMPLETION OF THE DYNAMIC NEGOTIATION - SPECIFIC PROVISIONS

5.1 Each Dynamic Negotiation occurs by the Suppliers issuing and entering successive Proposals online and in real time, in descending order, until the closure of the Event, according to the terms of completion and options for configuring the parameters of the Platform defined in the Publication Letter and/or bid documentation, and/or in the information sections of the Platform.

5.2 The Buyer reserves the right to refuse a Supplier's Proposal that is below a limit or percentage that is deemed abnormal according to its own internal procedures (hereinafter, an "**Abnormal Proposal**"). The Buyer has the right to establish, for each Event, a different definition for an Abnormal Proposal and, nevertheless, to exclude Proposals that present substantial abnormalities from the Event.

5.3 The Buyer has the power to allocate weighting coefficients to the Proposals that Suppliers have made during the Event at its absolute discretion, which coefficients are based on different elements, which may vary according to the Supplier and the nature of the commercial proposal, such as, merely by way of example, this list not being exhaustive, the technical and quality features of the products offered, the terms and guarantees of payment and delivery procedures (hereinafter the "**Weighting Coefficients**"). Whenever Weighting Coefficients are applied to an Event, the Suppliers are notified that the Buyer has exercised this power. The Weighting Coefficients may not be modified from the time that the Event starts, and are thereof fixed and invariable until it is awarded. The Suppliers agree that they will not be provided with the Weighting Coefficients unless they receive notice to the contrary from the Buyer. In the event that the Event applies the Weighting Coefficients, the amounts of the Proposals issued by the other Suppliers during said Event are displayed for each individual Supplier, per application of the Weighting Coefficients.

5.4 The Buyer has the authority to predetermine an opening price for the Event (hereinafter the "**Base Price**") and a price at which, upon being met or exceeded, the

Buyer promises, according to the awarding rules of the Dynamic Negotiation, to award the Event (hereinafter, the "**Reserve Price**").

5.5 The Dynamic Negotiation closes at the date and time defined by the Buyer, using the previously established closure mechanism, and may be awarded or not awarded in relation to the various award terms that were previously selected when configuring the parameters of the Platform (hereinafter the "**Award Terms**").

PART III REQUEST FOR PROPOSAL AND OTHER EVENTS EVENTS

6 REQUEST FOR PROPOSALS - SPECIFIC PROVISIONS

6.1 Each Event takes place through the issuance and online entry of Proposals by the Suppliers, until the Event is closed, according to the terms of completion and configuration options for the Platform parameters, which are defined in the Publication Letter and in the information sections of the Platform.

6.2 Sending the invitation to Suppliers signals the start of the Event.

6.3 The Event ends on the date and time defined by the Buyer.

6.4 Each Supplier has the authority to formulate and send one or more Proposals during the period of time between the start and end date and time for the Event. It is understood that the last Proposal from each Supplier that has been received by the Buyer by the closing date of the Event is used to consider such Buyer for award purposes.

6.5 Independently of the configuration options chosen by the Buyer, the Proposals will be evaluated at the discretion of the Buyer, according to its own internal procedures and, at the end of the Event, the Buyer has discretionary authority not to accept any Proposal from the Suppliers, and/or not to award the Event.

6.6 Subsequent to the close of the Event, the Buyer informs the Suppliers who have sent one or more Proposals of the outcome of the Event, and potentially, that it will be continued in another Dynamic Negotiation session.

6.7 The Buyer has the power to award the Event to one or more Suppliers who have participated therein according to its own internal procedures as well as at a price other than the one indicated in the Proposal that was sent. It is understood that, in this case, the awarding Supplier has the power to deny awarding the Event. Whenever the Supplier decides to accept the award, the price of the Good and/or Service is agreed to between the Buyer and Suppliers, both parties having the authority to conduct such negotiations by availing themselves of the Platform's messaging tool.

7 OTHER TYPES OF EVENTS (RFx)

7.1 The Buyer has the power to use other types of events, which have certain features that are similar to the Request for Proposals (such as, merely by way of example, requests for information,) which are defined below as the "**RFx Events**".

7.2 Should RFx Events be carried out, the same provisions contained in Parts I and IV apply, along with, where compatible, the provisions of Part III of the Regulations. Any specific provisions relating to each specific RFx Event, such as exceptions from the Regulations, subsequent definitions and terms of performance, are indicated in the Publication Letter and bid documentation, and/or in the information sections of the Platform.

7.3 By participating in an RFx Event, the Supplier fully and unconditionally agrees to the rules for its completion, which are contained in the Regulations, where applicable, in the Publication Letter and in the bid documentation and/or information sections of the Platform.

PART IV: FINAL PROVISIONS COMMON TO ALL TYPES OF EVENTS

8 SUSPENSION AND/OR CANCELLATION OF THE EVENT

8.1 If there is just cause, the Buyer is authorised to suspend the Event, providing notice thereof to the Suppliers via the portal

8.2 In the event of a technical malfunction or defective functioning of computer or technological devices, telephone connections and/or registration, which could hinder the regular completion of the Event, the Buyer has the authority to evaluate whether it is appropriate to suspend the Event, until the necessary repair and restoration interventions have been completed. The Buyer is authorised in such cases to cancel or reopen the Event, even after it has been concluded, without being liable under any circumstance towards the Suppliers.

8.3 In case the connection to the portal is interrupted, for any reason whatsoever, by one or more Suppliers, the Buyer has the right, at its unquestionable discretion, to suspend the Event, allowing it to be reopened even after its conclusion, or to complete it by entering the Proposals into the Platform using the offline operating procedures, according to the terms indicated in Article 2.3, without being liable in any case towards the Suppliers.

8.4 In case of a suspension and/or reopening as indicated in the preceding articles, the date and time for resuming the Event, as well as its residual term, must be defined by the Buyer, providing information on it to the Suppliers. Unless otherwise evaluated by the Buyer, the Event resumes

based on the last Proposal issued by the Suppliers and recorded by the Platform portal and/or systems, which must be deemed valid for all purposes.

8.5 In addition to the cases indicated in the preceding articles, the Buyer reserves the right, at its unquestionable discretion, to suspend and/or cancel the Event at any time, even after its conclusion, by merely sending notice to the Suppliers at their e-mail address, without being at all liable towards the Suppliers.

8.6 The Buyer reserves the right, at its unquestionable discretion, to eliminate Suppliers from participating in the event, who are liable or who are charged with violating the obligations indicated in Articles 1.5, 5.2, 9 and 11, without being liable in any way towards such Suppliers, and reserving the right to request compensation for any greater damage in such cases. Suppliers are eliminated from participating in the Event by merely providing notice to their e-mail address, and/or using another method that is determined by the Buyer within the context of its own procedures.

9 OBLIGATIONS AND GUARANTEES OF THE BUYER AND SUPPLIERS

9.1 The Buyer, within the context of its own internal procedures, defines the methods and time frames for performing actions subsequent to the close of the Event and potentially the final award.

9.2 The Suppliers accept the Buyer's authority to make their participation in the Event contingent upon prior issuance of adequate guarantees for the Proposals.

9.3 The Suppliers promise to take all technical and other precautions to protect the security of the commercial data and information exchanged during the Event, and to prevent unauthorised third parties from accessing such information.

9.4 The Data constitutes essential elements for the award process and/or subsequent determination of any sales agreement that might be entered following the Event (hereinafter the "**Sales Agreement**") between the Buyer and the successful Supplier bidder.

9.5 The Suppliers recognise that the award and subsequent signing of the Sales Agreement, as with the negotiation, signing and performance thereof, occur solely between the successful Supplier bidder and the Buyer.

10 OBLIGATIONS AND GUARANTEES OF THE BUYER

10.1 The Buyer promises, with regard to the Suppliers, to conduct itself during the Event in accordance with the procedures, obligations and principles provided for by the Supplier's Conditions and by these Regulations.

10.2 Should the Event conclude with an award, the Buyer promises, with regard to the Suppliers, in performance of the provisions prescribed by the Award Terms, to sign a Sales Agreement with the successful Supplier bidder, upon completion of the Event, except when the successful Supplier bidder has violated the obligations indicated in Articles 1.5, 9 and 11, and save for the terms prescribed in Article 10.3. below

10.3 The Buyer has the power to make stipulating to the Sales Agreement, or its effectiveness, contingent upon fulfilling all conditions that may have been prescribed in the Publication Letter and/or bid documentation, or, in any event, in other agreements that have been stipulated with the Suppliers.

11 OBLIGATIONS AND GUARANTEES OF THE SUPPLIERS

11.1 The Suppliers promise to conduct themselves during the Event in accordance with the procedures, obligations and principles prescribed by the Supplier Terms and Conditions, and by the Regulations.

11.2 Each Supplier promises, with regard to the Buyer, to maintain the Proposals throughout the entire term of the Event, for the entire period needed for its award and stipulation of the Sales Agreement, but in any event, unless otherwise agreed between the parties, for no more than 6 (six) months from the Event start-date. In the event of an Request for Proposals with subsequent Dynamic Negotiation, each Supplier promises to firmly respect the Proposals, including for the entire term and award of the Dynamic Negotiation.

11.3 The successful Supplier bidder promises to sign a Sales Agreement with the Buyer. Failure to stipulate to a Sales Agreement determines the Buyer's right to request compensation for damage.

11.4 In the event that the successful Supplier bidder, for any reason whatsoever, refuses the awarding of the Event, or in any event does not sign a Sales Agreement with the Buyer, the Suppliers recognise that the Buyer has the right to proceed at any time, including after notification of the final award, to revoke said final award and make a new award to one of the Suppliers participating in the Event, which supplier shall assume the obligations indicated in Article 11.3 for all purposes.

11.5 The Suppliers promise, with regard to the Buyer, to: a. maintain ownership and availability of the Goods and/or Services offered throughout the entire term of the Event and subsequently up to its final award and stipulation of the Sales Agreement; b. to provide a precise, reliable, true, correct and not misleading description of the Goods and/or Services proposed; c. not to disturb the proper performance of the Event through anticompetitive or unlawful conduct or practices which are harmful to laws, regulations or third party rights, such as, merely by way of example, this list not being exhaustive, the setting of prices and other conditions between certain Suppliers, to the detriment of others, the issuance of Abnormal Proposals; d. not offering Goods and/or Services from unlawful or suspicious sources, that are counterfeited in violation of third party rights and/or national and international rules on the protection of industrial and intellectual property, of

any nature for which sale is prohibited by law or regulations.

12 CHANGES TO REGULATIONS

12.1 The Suppliers formally acknowledge and agree that the Buyer may amend the Regulations at any time by publishing a notice on the YNAP Procurement Portal or, at YNAP's discretion, via e-mail or fax sent to such Suppliers.

12.2 Amendment of the Regulations shall take effect on the effective date indicated in the notice or communication indicated in the previous paragraph, but

nevertheless with prior notice of no less than 15 (fifteen) days, and it shall be tacitly agreed and unconditionally accepted by the Suppliers whenever they use the User ID and/or participate in Events. This is without prejudice to the Suppliers' ability to withdraw from the Suppliers' Conditions following notice or communication per Article 12.1, to be sent with 30 (thirty) days' prior notice by letter sent registered mail with request for acknowledgement of receipt (sent in advance via e-mail).