



Autogrill Italia S.p.A.
Sede Secondaria, Direzione e Uffici:
Centro Direzionale Milanofiori
Palazzo Z, Strada 5
20089 Rozzano, MI Italia

**GENERAL TERMS AND CONDITIONS FOR PARTICIPATION
IN EVENTS EXECUTED
THROUGH AUTOGRILL'S PLATFORM *ASUPPLY*
(REV. 0 – 16/04/2025)**

1. ASSUMPTIONS AND GENERAL PRINCIPLES

1.1. **Autogrill ITALIA S.p.A.** (referred to throughout this document as **Autogrill**) has arranged, through the BravoSolution S.p.A. Technological Platform (**the Platform**), a reserved area in order to carry out on-line Negotiations (**the Events**) for the selection of qualified providers for specific supply of goods and/or services. The Platform, consisting of proprietary hardware and software, is property of BravoSolution S.p.A. and it is granted as a license to **AUTOGRILL**, and will be accessible from the **Autogrill Portal** <https://asupply.bravosolution.com/> (referred to throughout this document as **Portal**).

By way of the use of the Platform and the Portal and publishing the Events, Autogrill may select its own suppliers or quotations or use the Platform for carrying on selection processes in the name and on behalf or in the interest of the companies belonging to its own Group (the “Affiliates”, as identified from time to time for the specific Event).

1.2. The scope of this document (**the Contract**) 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 (**DN**), request for quotation (**RfQ**) as well as other events (the **Events**) organized by **AUTOGRILL** on its own name or also in the name and on behalf of its Affiliates (the “**Buyer**” or “**Buyers**”) by use of the Platform and the Portal.

1.3 The attachments of the Contract are deemed an integral and substantial part of the Contract.

2. PARTICIPATION IN EVENTS

2.1. The mandatory condition for participating in the Events is the registration on the Platform.

To this end, the Seller shall provide **AUTOGRILL** - through the filling in the relevant form in the Platform in a truthful and proper fashion - all personal information and any other details deemed necessary or useful by **AUTOGRILL** for identifying the Seller (the Registration Data).

2.2. Upon registration, the Seller shall choose one or more identification code(s) (User Id) and be assigned one or more Password(s) (password(s)), strictly personal and confidential. The registration shall be deemed completed upon **AUTOGRILL** activating the Password and User ID. Each registered Seller will have a personal folder accessible through the Portal by inserting its own User Id and Password (the “Folder”), through which all documentation related to the participation to the Events will be available.

2.3. The Seller may participate in Events, if invited by **AUTOGRILL**, by use of a personal standard computer, featuring a Web browser, connected to the Internet, in compliance with the minimum system requirements defined. Purchase, installation and configuration of Seller's hardware and software are the sole responsibility of the Seller.

2.4. The implementation of Events shall be governed by this Contracts, and its Annexes, in addition to the other conditions as specified in the relevant invitation letter to the specific 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.

2.5. Participation to Events by the Seller implies the responsibility and the acceptance, if not agreed differently, of the content of this Contract and the Letter of Publication, as well as of all documents published by **AUTOGRILL** to each Event. The attachments are available on-line, accessing using User Id and password to the own personal Folder.

3. ON-LINE NEGOTIATIONS (THE EVENTS)



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3.1. On the Platform, Events are carried out which may consist of: Requests for Quotation (**RfQ**) and/or Dynamic Negotiations (**DN**), as better defined and described in the “Regulations for Event Participation Asupply” attached herein (the “Regulations”).

3.2. The RfQ and the DN will be issued on behalf of the relevant Buyer as it may be identified in the Letter of Publication, and involve one or more Sellers, with each Party operating within the range of its business, professional or institutional activity and registered on Platform, through the submission of quotations and offers (the **Quotations**) on the Platform.

3.4. 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.

3.5. The Contract defines methods, obligations and regulations which **AUTOGRILL** and the Seller(s) must respect throughout the Events. Further specific provisions relating to the implementation of each Event, binding for both Autogrill, Buyer and Sellers, are highlighted in the Letter of Publication as well as in the Platform's dedicated information sections and communication taken place throughout the course of the Events between **AUTOGRILL** and the Sellers, through the tools and instruments available on the Platform itself.

4. COMMUNICATION IN RELATION TO THE EVENTS

4.1. All actions and communication held on the part of **AUTOGRILL** and Sellers or BravoSolution S.p.A. to both parties, at each stage of the Events, may be implemented in accordance with two different operating modes, and/or a combination of both: a) on-line; b) off-line. The actual availability of operating modes shall be at Autogrill's discretion. The Parties will be obliged to utilize the available operating mode.

4.2. The on-line operation foresees that the **AUTOGRILL** and/or the Sellers enter data and Quotations, communicate amongst themselves and express their will by clicking on the appropriate icons available on the Platform and/or using the Message function on the Platform.

4.3. The off-line operation foresees that **AUTOGRILL** and the Sellers communicate through the availability of BravoSolution S.p.A., who will be the intermediare in submitting and receiving information and data, instructions and briefs via e-mail or telephone by each party. In case of telephone communication, BravoSolution has been entitled, in compliance with provisions of the law, to record the conversation taking place with **AUTOGRILL** and Sellers.

4.4. **AUTOGRILL** and the Sellers acknowledge and accept that the recordings made by BravoSolution both through the Platform and by recording phone calls, shall serve as a full proof of actual facts and circumstances related to the Events. BravoSolution is responsible for:

- a) making the information and data always available through the personal access at the Portal, and
- b) transmitting, without delays to Autogrill and the Sellers, the information and data received while operating off-line.

5. IMPLEMENTATION OF EVENTS – GENERAL PROVISIONS

5.1. **AUTOGRILL** and the Sellers acknowledge that for the entire duration of the Events, including preliminary and subsequent stages, and to the end of its implementation, closure, award and possible interruption, suspension, resumption and/or cancellation, the Quotations submitted, the notifications submitted, the official schedules as well as elapsed time shall be solely those registered by Platform and by other BravoSolution S.p.A. registrations and telecommunications equipment and such recordings shall represent the full account of the actual facts and circumstances.

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.

5.2. The Sellers acknowledge that the system will not allow them to view the identity of the other Sellers during the implementation of the Event.



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5.3 Sellers' acceptance of Autogrill's invitation to participate in the Event is implied by the issue of a Quotation during the course of the Event and the participation therein implies full and unconditional acknowledgement and acceptance of these General Terms and Conditions, the Letter of Publication, the Data and Amendments (as defined in the attached Regulations), including acceptance of Platform options for configuring the parameters of the Platform defined by Autogrill.

5.4. Notification of the awarding or non-awarding involving participants to the Events is managed by Bravo Solution S.p.A. on behalf of **AUTOGRILL**, or by **AUTOGRILL** itself subsequent to the conclusion of the Event, upon allowing for an adequate period of time for the required technical/commercial evaluations. Any 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 further technical/commercial evaluation, as an additional and specific confirmation in this regard is required.

5.5. The relevant terms and conditions of each Event are unique and referred only to every single event and may be consulted, on the part of each Seller, accessing by way of User ID and Password within the appropriate personal Folder.

5.6 **AUTOGRILL** shall be entitled, at its sole discretion, to bar from taking part in the Event any Seller that is realized to be, or supposed to be, guilty of or party to violations of this Contract, with no liability whatsoever towards the Seller, and shall reserve the right for compensation for any damages incurred as a result of such violations.

6. IMPLEMENTATION OF EVENTS

6.1. Each Request for Quotation and Dynamic Negotiation operate through the issue and the on-line insertion of the Quotation, on the part of the Seller 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 on the Platform.

6.2. The issue of the Letter of Publication to Sellers shall represent the start of the Event, which will be terminated on the date and hour defined by **AUTOGRILL**. The execution of each Event, including any possible suspension or cancellation, are better described in the Regulations attached herein.

7. SUSPENSION, RE-OPENING OR CANCELLATION OF THE EVENTS

7.1. **AUTOGRILL** shall be entitled to request that BravoSolution S.p.A. suspend the Event for a length of time defined by **AUTOGRILL**, communicating to Sellers by way of the Portal, as expressly defined in the Regulation attached herein. Bravo Solution S.p.A. is committed to follow the directives of **AUTOGRILL** in case of suspension, cancellation and/or re-opening of the Event.

8. COMPENSATION PAID BY SELLER AWARDED THE EVENT

8.1. The amounts due for the utilization of the services on the BravaSolution S.p.A. Platform are at the expense of **AUTOGRILL**, with the sole exception of a fee (the **Compensation**) to be paid by the Seller awarded the Event. The said Compensation has been agreed between BravoSolution S.p.A. and Autogrill before the Event and the specific amount for each Event (including the terms for its payment) shall be determined and disclosed to all the Sellers in the Letter of Publication or in any other document published in the information section of the Platform.

Any and all further costs deriving from participation in the Event will be solely borne by each Seller participating the Event, any refund or compensation of such costs being expressly excluded.

9. OBLIGATIONS AND GUARANTEES FOR THE PARTIES



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9.1. **AUTOGRILL** and Sellers must be compliant and agree between themselves to supply a precise, truthful, honest and fair description of Goods and/or Services being offered. BravoSolution S.p.A. takes no part in these verifications and assumes no responsibility whatsoever.

9.2. Without prejudice to the obligations and duties undertaken by Bravo Solution S.p.A. in separate agreements with Autogrill, even with specific regard to IT security measures of the Platform, **AUTOGRILL** and the Sellers are committed to adopt all precautions and technical measures within their own ability and diligence in order to protect the personal and commercial information exchanged during the Event and prevent access to unauthorized third parties (i.e. to protect the confidentiality of their own documentation, User ID and passwords).

9.3. **AUTOGRILL** and the Sellers hereby acknowledge that the future contract to be entered into by the Buyer and the Seller as an outcome of the Event is exclusively a two way act between them and that BravoSolution S.p.A. shall not be part of the contract and be deemed outside such a negotiation.

9.4. **AUTOGRILL** and the Sellers acknowledge that BravoSolution is committed for providing, in an autonomous and independent fashion, exclusively the operation of the Platform and all Platform related assistance and utilization services, 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 contracts between the Buyer and the awarded Seller. **AUTOGRILL** and the Sellers therefore acknowledge that the Compensation owed to BravoSolution S.p.A. in relation to the Event shall in no way be linked to the actual execution of any contract, or any 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.

9.5. **AUTOGRILL** and the Sellers shall keep BravoSolution S.p.A. harmless for all claims and legal actions for damage following execution, fulfillment, non-fulfillment or settlement of contracts concluded regarding the Platform and which are not in reference to the use and functionality of the Platform.

10. OTHER OBLIGATIONS AND GUARANTEES

10.1. **AUTOGRILL** and the Sellers shall ensure their full compliance during the Events with respect to procedures, obligations and principles foreseen within the Contract and any attachment and documentation related to each Event.

10.2. Whenever the Event terminates with an awarding, **AUTOGRILL** will evaluate the Quotation of the Seller awarded and provisions set forth in par. 10 of the Regulations herein attached will apply.

11. TERMINATION - DISCLAIMER OF AGREEMENT

11.1. In addition to any further event of suspension already foreseen in the Contract, **AUTOGRILL** reserves the right to suspend a DN or RFQ for a Seller in case of Seller facing bankruptcy or other similar legal proceedings or if the Seller breaches even a single one of the obligations foreseen herein.

11.2. 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.

11.3. **AUTOGRILL** and Seller reserve any rights related to Contract execution including all rights foreseen by law.

12. BRAVOSOLUTION LIMITATION OF LIABILITY

12.1. 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 Portal including lost commercial opportunities, missed earnings, loss of data, damage to company reputation, request for damages and/or claims from Third Parties.

12.2. BravoSolution S.p.A. assumes no responsibility for loss of data, delays, malfunctions, suspensions and/or interruptions on the Portal caused by:

a) events of "Major Force" that will prevent Bravo Solution S.p.A. from performing its obligations, intended by



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way of example,; failure of power supply or telephone lines or network connection caused by third parties, wars, government or civil or military reasons, embargos, acts of vandalism and terrorism, epidemics, floods, earthquakes, fires and other natural disasters;

- b) faulty utilization by Seller and/or **AUTOGRILL** of the Platform;
- c) flaws in connectivity equipment used by Seller and/or by **AUTOGRILL**.

12.3. Except for its employees and agents, BravoSolution S.p.A. does not guarantee the operational capabilities and the good faith of those utilizing the Portal.

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

13. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

14.1. The contents and information provided to the Seller through the Platform the Portal and the software shall be exclusive property of BravoSolution S.p.A., or licensed to it by **AUTOGRILL**, and therefore are protected by copyright or other intellectual property rights (inclusive of database rights).

13.2. The Seller shall pledge not to download, reproduce, transmit, sell or distribute, in whole or in part, in any form or manner, the contents and the information available on the Platform or received via the Portal without BravoSolution S.p.A. specific written permission and for any purpose other than that of permitting access to and utilization of the Platform and the Portal.

14. CONFIDENTIALITY. PERSONAL DATA

14.1. Autogrill intends to provide indications and clarifications about the level of confidentiality that is required to all the parties in the performance of this Contract. Notwithstanding the performance of the Contract may not involve processing of personal data, it is possible that, accidentally or for the contingencies in which the execution of the Contract takes place, each party becomes aware of confidential information of the other parties, including personal data of employees, customers or suppliers or other data subjects ("Information"). With respect to such Information, in some cases confidential or subject to professional secrecy, each party is required to keep the utmost confidentiality, it being understood that any use not explicitly authorized is forbidden, including communication to third parties, dissemination, use for own profit or others, even after the termination, for any reason, of the Contract.

14.2 With specific regard to the processing of personal data, Autogrill refers to the Privacy notice published in the Platform and available within the registration process, in compliance with the General Data Protection Regulation (EU/ 2016/679) governing the processing of personal data of registered Sellers (hereinafter, the "Data").

All parties, Autogrill and BravoSolution and the Sellers, acknowledge that:

a) the Data will be processed in accordance with Regulation (EU) 2016/679 on the protection of personal data ("GDPR") and with other applicable provisions on personal data protection (together with the GDPR, the "Privacy Law");

b) each party shall pay due regard to all the obligations arising from the Privacy Law;

c) By virtue of the document "Data processing Agreement" ("DPA"), attached to the agreement in place between BravoSolution and Autogrill, the latter appointed BravoSolution as Data Processor pursuant to Article 28 of the GDPR. Therefore, BravoSolution has undertaken to scrupulously observe the DPA and the Privacy Law, in particular in relation to the adoption of technical and organizational measures so that the processing of Data meets the requirements of the Privacy Law and ensure the protection of the rights of the Data subjects.

The Sellers acknowledge that:

i) the provision of Data is optional, but essential for the execution of the Contract, which could not be executed without;



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ii) to be aware of their rights pursuant to art. 15 and following of the GDPR.

15. OBLIGATIONS FOR BRAVOSOLUTION

15.1 BravoSolution S.p.A. pledge to guarantee Platform availability in standard working hours, and is accessible 24h/24 h; Bravo Solution S.p.A. undertakes to promptly restore the functionalities of the Platform in case of its unavailabilities, as agreed in the separate agreement with Autogrill.

16. NOTIFICATIONS

16.1. All communications pertinent to the Contract shall be submitted to:

a) concerning the Seller, via e-mail, to the address the Seller has given **AUTOGRILL** upon registration in the Platform;

b) concerning **AUTOGRILL** via e-mail to: asupply@bravosolution.com.

16.2. Notifications may also be sent by registered mail with acknowledgement of receipt, concerning the Seller, to the address the Seller has given **AUTOGRILL**, concerning **AUTOGRILL** to the address indicated in the Platform or in the documentation concerning the Event.

17. CONTRACT AMENDMENTS

17.1. The Seller acknowledges that **AUTOGRILL** can amend the Contract at any point in time through a notification via e-mail to the Seller, at the addresses stated in Article 17 or through publication of a notification on Platform.

17.2. Each Seller keeps its right to not accept the amendements proposed and to consequently withdraw respectively from the Contract and the Regulations within 30 days following the notification or communication as stated here above, being understood that such amendements are deemed to have been tacitly and unconditionally accepted on part of and Sellers through the continued use of User ID and/or participation in Events .

17.3. It is understood that the Seller's acceptance of amendements shall not be partial and shall refer to their acceptance as a whole.

18. APPLICABLE LEGISLATION AND JURISDICTION

18.1. The Contrat is governed by Italian law. Any dispute relating to the interpretation, execution or termination of the Contract will be assigned to the exclusive jurisdiction of the Court of **Milan**.

Attachment: Regulations for Event Participation Asupply

Pursuant to and in accordance with Article 1341 and 1342 of Italian Civil Code, Seller declares - subsequent to careful reading - to expressly accept the following provisions contained in this Contract: 2.5, 3.5, 4.4, Art. 5. (Implementation of events – general provisions), Art. 7 (Suspension, re-opening or cancellation of the events), Art. 8 (Compensation paid by seller awarded the event), Art. 9 (Obligations and guarantees for the parties), Art. 11 (Termination - disclaimer of agreement), Art.12 (Bravosolution limitation of liability), Art. 13 (Industrial and intellectual property rights), Art. 14 (Confidentiality; Personal Data), Art. 17 (Contract amendements), Art. 18 (Applicable legislation and jurisdiction), including respective reference to the attachments.