

REGULATIONS GOVERNING PARTICIPATION IN EVENTS PERFORMED THROUGH THE AUTOGRILL'S PORTAL "ASUPPLY"

PART I: GENERAL PRINCIPLES AND PROVISIONS

1. INTRODUCTION AND DEFINITIONS

1.1 A dynamic negotiation (the Dynamic Negotiation or DN) is defined as a process through which an automatic auction is launched by electronic means through the Portal, in order for Autogrill to receive several offers of pricing in relation to a specific Event in a defined lapse of time, upon which the best quotation may be identified and the relevant Awarding Seller for the supply of certain Goods or Services.

1.2 The request for quotation (the Request for Quotation or the RFQ) consists in the request for sending, and the consequent submission by the Seller, all by electronic means, of a binding financial quotation and/or a binding proposal of the technical and commercial terms and conditions relating to the possible supply of Goods and Services.

1.3 The Dynamic Negotiation and the Request for Quotation take place between Autogrill and one or more sellers (hereinafter the "Sellers"), each acting within the scope of its business, professional or institutional activity and being registered on Asupply Portal, through the submitting of quotations (Quotations) in the Platform.

1.4 These Regulations set out the procedures for the implementation of a Dynamic Negotiation, the Request for Quotation and all other Events performed through the use of the Platform, as well as the obligations and the rules that Autogrill and the Sellers must comply with throughout the duration of each Event. Further specific provisions relating to the execution of each Event, binding on Autogrill and Sellers, are indicated in the Letter of Publication and dedicated information sections of the Platform.

1.5 The general principles that govern the implementation of Events and participation in them are the equal conditions (*par condicio*) for all participants, transparency, good faith, fairness, confidentiality of information traded and compliance with the law.

1.6 "Autogrill" means Autogrill Italia S.p.A., in its own name or in the name and on behalf of its Affiliates.

1.7 For sake of clarity, any terms starting with a capital letter but not expressly defined in these Regulations, shall have the meaning given to them in " General terms and conditions for participation in events executed through Autogrill's Portal Asupply" (the " General Terms and Conditions") to which these Regulations are attached.

2. NOTIFICATIONS RELATING TO EVENTS

2.1 All actions and communications carried out by Autogrill and the Sellers in every phase of the Event (including the preliminaries, the performance, implementation, the award and any possible suspensions, interruptions, resumptions and/or cancellations), may be implemented in accordance with two different operating methods which may also be combined with each other: a) on-line; b) off- line, as better described in the General Terms and Conditions.

PART II: NEGOTIATION EVENTS

3. PRELIMINARY PHASES

3.1 Autogrill shall forward to Sellers, through the Platform, a Letter of Publication that consists in an invitation to participate in the Event, thereby making available all data considered compulsory and, at its discretion, further data, including in the form of attached files (the "Data") in the personal Folders of invited Sellers, provided the latter have been registered on Autogrill's Portal and activated to participate in the Events.

3.2 Autogrill shall be entitled to modify the Data, including Platform configuration parameters, by notifying Sellers through the Platform (the Amendments): prior to the start of the Event in case of Dynamic Negotiation and after its publication in case of Request of Quotation.

3.3 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 both Data and Amendments, including acceptance of Platform options for configuring the parameters of the Platform defined by Autogrill.

4. IMPLEMENTATION OF EVENTS - GENERAL PROVISIONS

4.1 Each Event is configured according to the Platform parameter configuration options chosen by Autogrill. Parameter configurations adopted for each Event are defined in Autogrill's Personal Folder, Sellers' Personal Folders, information sections of Platform and/or Letter of Publication. Participation in the Event by Sellers shall be understood to mean complete acknowledgement of the configuration options set by Autogrill and their unconditional acceptance.

4.2 Should a Dynamic Negotiation arise from a previously conducted Request for Quotation Event, Autogrill and Sellers acknowledge and accept that the Quotations forwarded during the Request for Quotation stage may represent, upon Autogrill's decision and following a notification to Sellers, the initial Quotation by each Seller presented in the subsequent Dynamic Negotiation.

5. IMPLEMENTATION OF A DYNAMIC NEGOTIATION - SPECIFIC PROVISIONS

5.1 Every Dynamic Negotiations take place through the issue and online and in real-time entry of progressively decreasing Quotations by Sellers up until the closure of the Event, in accordance with procedures and configurations options of the Platform parameters defined in the Letter of Publication and information sections of the Platform.

5.2 Autogrill shall reserve the right to decline the Seller's Quotations which turn out to be ten or more Minimum Decrements (as defined in the course of Platform parameter configuration) below the amount of the previous Quotation during the Event by one of the Sellers ("Anomalous Quotation"). In such a case, Autogrill shall delete the Anomalous Quotation and shall be entitled to bar the Seller from further taking

part in the Dynamic Negotiation. Autogrill shall be entitled to set a different definition of Anomalous Quotation for each Event as well as exclude from the Event all quotations that stand out for their anomalous characteristics.

5.3 Autogrill shall be entitled to attribute a weighted coefficient, to the Quotations submitted by Sellers during the Event, which it shall set out at its absolute discretion on the basis of various elements relating to the Seller and the nature of quotation namely, by way of example only, the technical features and the quality of products offered, the terms and conditions of payment and delivery ("Weighted Coefficients"). Should Weighted Coefficients be applied to an Event, Sellers are notified of the utilization of such option by Autogrill. Weighted Coefficients shall not be altered once an Event has started and shall therefore remain fixed and unchanged throughout the duration of the Event and its awarding. The Sellers acknowledge that Weighted Coefficients shall not be communicated to them. In case of Event being implemented through the application of Weighted Coefficients, the amounts of the Quotations issued during the Event by other Sellers shall be made presented to each Seller after the Weighted Coefficients have been applied.

5.4 Autogrill shall be entitled to set a starting price for the Event (Base Price) and a target price below which Autogrill, in accordance with the awarding rules of the Dynamic Negotiation, shall proceed with the awarding of the Event (Reserve Price).

5.5 The Dynamic Negotiation shall be deemed closed at the date and time Autogrill has defined through preset closing mechanisms; likewise, the Dynamic Negotiation may be awarded or not depending on the various awarding systems chosen during Platform parameter configuration phase (Method of Awarding).

6. IMPLEMENTATION OF A REQUEST FOR QUOTATION - SPECIFIC PROVISIONS

6.1 Each Event takes place through the issue and on-line entry of Quotations by Sellers up until the closure of the Event, in accordance with procedures and configuration options of the Platform, as defined in the Letter of Publication and in the information sections of the Platform.

6.2 The issue of the Letter of Publication to Sellers shall represent the start of the Event.

6.3 The Event shall terminate at the date and time defined by Autogrill.

6.4 Each Seller shall be entitled to prepare and submit one or more Quotations in the time frame between the starting and closing date and time of the Event. It is understood that the last Quotation of each Seller received by Autogrill by the closing date of the Event shall be considered for the purpose of the award.

6.5 Irrespective of the Autogrill 's configuration options, the Offers will be evaluated at Autogrill's full discretion and, at the end of the Event, the Autogrill shall reserve the right not to accept any Quotation from Sellers and/or not to award the Event at all.

6.6 After the closing of the Event, Autogrill shall notify Sellers, that have submitted one or more Quotations, the outcome of the Event and its possible subsequent conversion into a Dynamic Negotiation.

6.7 Autogrill shall be entitled to show and make available through the Platform or otherwise, to all participating Sellers, the Quotations received and/or the results obtained in the course of the Event.

6.8 Autogrill shall be entitled to award the Event to one of the Sellers participating in the Event at a price which is different from the amount entered in the Quotation submitted. It is understood that the winning bidder, in such case, shall be entitled to reject the awarding of the Event. Should the Seller decide to accept the awarding, the price of the Goods and/or the Service shall be settled between Autogrill and the Seller who shall then both enjoy the option of performing the negotiation through the Platform messaging tool.

7. OTHER TYPES OF EVENTS (RFx)

7.1 Autogrill shall be entitled to perform other types of Events, bearing characteristics similar to the Request for Quotation (for example: requests for information), hereinafter defined as “RFx Events”.

7.2 In case RFx Events are carried out, they shall be subjected to the same provisions featured in these Regulations clauses, to the extent they may be applicable. All possible specific provisions related to a given RFx Event, Regulations waivers, additional definitions as well as implementation systems, are stated in the Letter of Publication and/or in the information sections of the Platform.

7.3 Through participation in a RFx Event, the Seller shall fully and unconditionally accept the rules of the Event as stated in the Regulations, wherever applicable, in the Letter of Publication and/or in the information sections of the Platform.

PART III: FINAL SHARED PROVISIONS FOR ALL TYPES OF EVENTS

8. SUSPENSION AND/OR CANCELLATION OF THE EVENT

8.1 Autogrill shall be entitled to request BravoSolution to suspend the Event for a length of time decided by Autogrill itself, by issuing a communication, through the Platform, to all Sellers. The Sellers hereby waive any right and claims for damages possibly caused by such decisions and pledge to exempt and relieve Autogrill and BravoSolution, its directors and employees from any legal claim, actions and demands of any nature for damages suffered consequent to the suspension and/or cancellation of the Event.

8.2 In case of a technical breakdown or malfunctioning of IT, technological, telephone connections and/or recording equipment of Autogrill and the Platform, that may jeopardize the regular implementation of the Event, Autogrill shall be entitled to suspend the Event until all the necessary measures have been adopted for its repair and resumption. Autogrill, in such cases, shall reserve the right to cancel or reopen the Event even after its termination, with no liability whatsoever towards Sellers.

8.3 Should the connection to the Platform of one or more Sellers fail, for whatever reason, Autogrill shall be entitled, at its sole discretion, to suspend the Event, or allow for its reopening even after its termination or continue with its execution through the entry of Quotations in the Platform through the alternative off-line bidding mode, in accordance with Art. 2.3, without incurring any liability whatsoever towards Sellers.

8.4 In case of suspension and/or reopening pursuant to the Articles above, the date and resuming time of the Event and its remaining time shall be defined by Autogrill and immediately notified to all Sellers. Unless

otherwise agreed, the Event shall then resume on the basis of the last Quotation submitted by Sellers and recorded by the Platform, which must be considered valid for all purposes.

8.5 In addition to assumptions given in the Articles above, Autogrill shall be entitled, based entirely on its judgment, to suspend and/or cancel the Event at any moment in time, also subsequent to its termination, through the Platform or by way of a routine e-mail notification to Sellers, with no liability whatsoever towards Sellers.

9. OBLIGATIONS AND GUARANTEES OF THE BUYER AND SELLERS

9.1 Autogrill and/or the Buyer and Sellers shall agree among themselves the conditions and time frame within which to evaluate, fairly and in good faith, whether the Goods and/or Services offered comply with the description made as well as the quality promised by the Sellers.

9.2 The Sellers shall acknowledge the Autogrill 's right to subordinate their participation in the Event to the prior issue of adequate guarantees acting in support of the seriousness and irrevocability of Quotations.

9.3 The Data shall be deemed as the essential element of the supply contract that may be entered into upon conclusion of the Event (the Trading Contract) between the Buyer and the awarded Seller.

10. AWARDING

10.1 Whenever the Event terminates with an awarding, in compliance with the provisions outlined under the Method of Awarding and subject to the “pre-contractual” checks to be carried out by Autogrill or the relevant Buyer and all further requirements to be fulfilled by the awarded Seller, the Buyer shall enter into the Trading Agreement with the Seller selected as the winner following the implementation of the Event, with the exception of cases where the Seller has been in breach of its obligations stated herein.

10.2 Autogrill and/or the Buyer shall be entitled to subordinate the execution of the Trading Contract or its effectiveness to the fulfillment of all conditions possibly stated in the Letter of Publication or in other agreements with Sellers, without incurring in any liability whatsoever. The exercise of such right shall not affect in any manner the right of BravoSolution to charge the Compensation agreed upon for the Event.

10.3 Every Seller shall pledge to Autogrill to keep Quotations valid for the entire duration of the Event and throughout the period necessary for its awarding and the stipulation of the Trading Contract but in any case, unless otherwise agreed between the parties, not beyond 12 months from the starting date of the Event. In case of a Request for Quotation followed by a Dynamic Negotiation, every Seller shall pledge to keep Quotations unchanged throughout the duration as well as the awarding of the Dynamic Negotiation.

10.4 The awarded Seller undertakes to enter into the Trading Contract with Autogrill or with the Buyer as identified in the Letter of Publication. Failure to conclude the Trading Contract shall entitle Autogrill and/or the Buyer to claim for damages.

10.5 Should the winning Seller, for whatever reason, decline the Event award or not stipulate the Trading Contract, the Sellers hereby acknowledge and accept that Autogrill shall have the right, at any moment in time and also subsequent to the final awarding notification, to revoke said final award and proceed with

the awarding of the Event to another bidding Seller who submitted an acceptable Quotation and is willing to fulfil the obligations stated in Art. 10.4.

10.6 The Sellers shall guarantee: a) to retain ownership and availability of Goods and/or Services for the entire length of the Event and up until its final awarding and the stipulation of the Trading Contract; b) to provide a precise, truthful, honest and fair description of Goods and/or Services to be supplied; c) to refrain from upsetting the proper implementation of the Event via behavior and conduct which may be deemed anticompetitive, unlawful, anti-regulatory or against third party rights namely, as way of example only, the fixing of prices or other conditions by some Sellers to the detriment of others, issue of Anomalous Quotations, etc.; d) to refrain from marketing Goods and/or Services of doubtful or illegal origin; counterfeit Goods and/or Services manufactured in violation of third party rights and/or national and international regulations safeguarding industrial and intellectual property; Goods and/or Services of any nature whose sale is forbidden by Law or by regulations.

11 AMENDMENTS TO REGULATIONS

11.1 The Sellers acknowledge and accept that Autogrill can amend the Regulations at any point in time through publication of a notification on Platform or, at Autogrill's discretion, through an e-mail sent to the Sellers.

11.2 Amendments to Regulations shall come into force as of the date indicated in the notification or in the communication as in previous paragraph, but in any case, not earlier than 15 days from the communication.

Each Seller keeps its right to not accept the amendments proposed and to consequently withdraw from the General Terms and Conditions and the Regulations within 30 days following the notification or communication above, being understood that such amendments 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.