

# GUCCI

## GENERAL CONDITIONS OF PLATFORM USE PRODIGY Procurement Digitalization e-procurement Portal of Guccio Gucci S.p.A.

### 1. RECITALS AND GENERAL PRINCIPLES

- 1.1. Guccio Gucci S.P.A. (hereinafter referred to as "**Gucci**") uses an area for the carrying out of online events (hereinafter referred to as the "**PRODIGY**") on a technological platform consisting of both hardware and software components (hereinafter the "**Platform**") owned and made available by the **JAGGAER** Group (hereinafter referred to as "**JAGGAER**"), a term that applies equally to JAGGAER S.p.A. and/or the companies within its Group, in the event that such companies in the JAGGAER Group provide services to the client **Gucci**. The Platform is owned by **JAGGAER** and is licensed to **Gucci** in SaaS. The platform "**PRODIGY**" can be accessed via the following website [www.vendorportal.gucci.com](http://www.vendorportal.gucci.com)
- 1.2. The purpose of this document is to set out the terms and conditions according to which certain parties, in their business, institutional or professional capacities (hereinafter the **Participant** or **Participants**), can participate, based on an invitation by **Gucci**, in Request for Proposal (**RFP**), Request for Quotation (**RFQ**) events, as well as other events (hereinafter all the type of events indicated above are defined as "**Events**") organized by **Gucci** on the platform "**PRODIGY**".

### 2. REGISTRATION AND PARTICIPATION IN THE EVENT

- 2.1. A necessary condition for the participation to the Events is the registration on "**PRODIGY**". To this end, the **Participant** shall communicate its accurate and correct details and all information deemed necessary or useful to **Gucci** for identification purposes (**Registration Data** and **General Information Data**). In case of error and/or amendment and/or update of Registration Data or General Information Data, the **Participant** shall contact **Gucci**.
- 2.2. Should the **Participant** provided inaccurate and/or incomplete information, **Gucci** reserves the right not to accept/revoke its registration and the consequent "**PRODIGY**" use authorization.
- 2.3. User ID(s) and Password(s) issued for the use of "**PRODIGY**" are strictly personal and non-transferable. The **Participant** undertakes not to disclose these to third parties and to guard them and protect them with the maximum degree of diligence.
- 2.4. The **Participant** will be held solely responsible for the use by third parties of their User ID(s) or Password(s). The **Participant** undertakes in any case to immediately notify **Gucci** of the theft, misplacement, or loss of either their User IDs or Passwords, and to arrange for the password to be recovered or changed.
- 2.5. The **Participant** can participate in Events, if invited by **Gucci**, from standard PCs, equipped with a common browser, connected to the internet. The purchase, installation and configuration of the hardware and software is the exclusive responsibility of the **Participant**.
- 2.6. The holding of Events is governed by this document, by the relevant event specifications and related detailed documentation (by way of mere example RFQs, RFPs, etc.) all contained in the dedicated information sections of "**PRODIGY**".
- 2.7. Participation to the Events by the **Participants** implies that they have read and accepted the content of all online documents attached by **Gucci** in relation to each individual Event.
- 2.8. Once **Participant** account is active on "**PRODIGY**", **Gucci** may request the **Participant** to fill in and/or update Company's Data or additional Information related to goods and services provided through "**PRODIGY**".

### 3. ONLINE NEGOTIATIONS (THE EVENTS)

- 3.1. The Events will be held on "**PRODIGY**" and may consist of: Requests for Proposal (**RFP**) and Requests for Quotation (**RFQ**) for purchase or sale as described hereunder.
- 3.2. **Requests for Proposal** (**RFP**) generally consist of requests to send through "**PRODIGY**" a non-binding technical and/or financial quote, and/or a non-binding indication of the technical and commercial terms and conditions.
- 3.3. **Requests for Quotation** (**RFQ**) consist of requests to send through "**PRODIGY**" a financial quote binding for the **Participant** in relation to the offer of the goods and services subject of the Events.

- 3.4. **RFPs and RFQs** take place between **Gucci** and one or more **Participants**, with each party operating in their business, institutional or professional capacity and, having registered on “**PRODIGY**”, by entering their Quotations (the **Quotations**) via “**PRODIGY**”.
- 3.5. The general principles that govern the holding of Events and participation in the same are equality for each **Participant**, transparency, good faith, proper conduct, and compliance with the law.
- 3.6. This document sets out the methods, obligations, and general rules that the **Participants** must comply with during the Events. Further specific provisions in relation to each individual Event, which are binding upon the **Participants**, will be specified in the tender specification and related detailed documentation contained in the dedicated information sections of “**PRODIGY**” and in the communications sent out during the Events using the tools provided by “**PRODIGY**” itself.

#### 4. COMMUNICATIONS RELATING TO THE EVENTS

- 4.1. Actions and communications, at all stages of the Events, can be performed using two separate operating methods, or a combination thereof: a) online; b) offline. **Participants** are obliged to use the online methods except for proven technical problems and without prejudice to the provision of art. 4.3. hereunder.
- 4.2. The online operating method involves **Participants** entering their data and Quotations and expressing their will using the features provided by “**PRODIGY**”, including the messaging tool.
- 4.3. The offline operating method shall be used, without prejudice to the event deadline, exclusively in case of interruption of one **Participant**, or more the one **Participant**, connection with “**PRODIGY**” and involves **Participants** contacting JAGGAER and providing them with information and data, as well as their instructions and an expression of their will via fax, e-mail, or telephone. Any intervention or amendment by JAGGAER will take place subject to written authorization by **Gucci**.

#### 5. GENERAL PROVISIONS

- 5.1. The **Participants** accept that for the entire duration of the Events, and until they are held, closed and potentially interrupted, suspended, resumed and/or cancelled, the Quotations submitted, the communications made, the official time and the time that has passed will be accepted as corresponding exclusively to those recorded by the Platform and by other recording and telecommunications equipment belonging to JAGGAER, and that these recordings constitute full evidence of the facts and circumstances in question.
- 5.2. The **Participants** accept and undertake that “**PRODIGY**” does not allow them to see the identity of the other **Participants** during the Events.
- 5.3. The specific provisions relating to each Event are specific to each individual event and can be viewed by each **Participant**, using their User ID and Password to access event Folder.

#### 6. REQUEST FOR QUOTATION

- 6.1. Each Event takes place by way of the submission or insertion online of Quotations by **Participants** until such time as the event closes, according to the implementation methods and “**PRODIGY**” configuration options set out in the relevant tender specifications and related detailed documentation, contained in the information section of “**PRODIGY**”.
- 6.2. The Event begins at the time that invitations are sent to the **Participants** and ends on the date and time specified by **Gucci**.
- 6.3. Each **Participant** has the right to prepare and send one or more Quotations in the period between the start and closing dates and times for the Event, which can be checked on “**PRODIGY**”. It is understood that **Gucci** shall consider, for the purpose of the Purchase Order, the last Quotation received from each **Participant** within the closing date of the Event. Each **Participant**, when submitting the Quotation, has the right to attach and/or send documents to the “**PRODIGY**” clarifying the contents of their Quotation.
- 6.4. Regardless of the configuration options selected by **Gucci**, the Quotations will be assessed at the discretion of **Gucci**, and, at the end of the Event, **Gucci** has the right not to accept any Quotation by the **Participants**.

#### 7. SUSPENSION, REOPENING OR CANCELLATION OF THE EVENTS

- 7.1. **Gucci** has the right, with just cause, to request that JAGGAER suspend the Event for the duration of time agreed upon between **Gucci** and JAGGAER, notifying the **Participants** also through JAGGAER.
- 7.2. In the event that connection to “**PRODIGY**” for one or more **Participants** is suspended, JAGGAER has the right, after consulting with **Gucci** and according the principles of equality, transparency, good faith and correctness, to suspend the Event, and to allow it to reopen even after it has been concluded, or to continue it with the inclusion of Quotations in “**PRODIGY**” using offline operating methods, according to the provisions referred to in article 4.3, without, in any case, incurring any liability in relation to the **Participants**.

7.3. The Event will resume based on the last Quotation submitted by the **Participants** and recorded by “**PRODIGY**”, except in case of technical problems.

## 8. PARTICIPANTS' OBLIGATIONS AND GUARANTEES

8.1. The **Participants** are obliged to take all precautions and technical measures to protect the security of the data and commercial information exchanged during the Event and to prevent access to such data to unauthorized third parties.

8.2. **Participants** acknowledge that JAGGAER autonomously, independently, and exclusively provides a support and user licensing service for the Platform but does not participate or intervene in the negotiations for the purposes of entering contracts arising from the Tender. Any contract arising from the Tender, as well as its negotiation, agreement, and execution, occurs exclusively between the **Participants** and **Gucci**, and JAGGAER is in no way involved in this negotiation and agreement or failure to agree, and execution.

8.3. **Participants** undertake to indemnify JAGGAER, **Gucci**, their directors, employees and/or clerks and hold them harmless against any demands, claims or legal actions of any kind for damages incurred because of their behavior in using the Platform and/or in holding the Events.

8.4. **Participants** are obliged to conduct themselves during the Event in a manner that complies with the procedures, obligations and principles that govern it.

8.5. Each **Participant** undertakes, in relation to **Gucci**, to keep the Quotation valid for the entire duration of the Event and for the period specified on each occasion in the relevant tender specifications and related detailed documentation contained in “**PRODIGY**” information section.

8.6. **Participants** under take:

- to provide a precise, faithful, accurate, correct and not misleading description of the goods and/or services offered.
- not to hinder the effective implementation of the Event by engaging in anti-competitive conduct or practices, or conduct or practices that violate laws, regulations, or third-party rights, including, by way of mere example, price fixing or fixing of conditions among **Participants**, to the detriment of others, submitting Anomalous Quotations, etc.
- not to offer goods and/or services of illegal or dubious origin; counterfeited in violation of third-party rights and/or national and international regulations protecting industrial and intellectual property; of any nature, the sale of which is prohibited by law or regulations.
- to be aware that, if the content of this declaration is found to be untruthful, this Company will be excluded from the tender procedure; furthermore, if the untruthfulness of the content of this declaration is ascertained after the conclusion of the contract, this may be terminated by right by **Gucci** pursuant to art. 1456 of the Italian Civil Code.

8.7. Once an Event due date is reached, the **Participant** who has submitted his quotation is not allowed to exercise his right to withdraw.

## 9. LIMITATION OF LIABILITY

9.1. **JAGGAER** and **Gucci** are in no way liable for any damage and/or harm, not caused by their willful misconduct or gross negligence, suffered by the **Participant** because of using “**PRODIGY**” platform, or for any indirect damage or harm, including loss of business opportunities, lost profits, loss of information, damage to image, requests for compensation, third party actions and/or demands.

9.2. **JAGGAER** and **Gucci** will not be held in any way liable for loss of data, delays, malfunctions, suspension and/or interruption of “**PRODIGY**” caused by:

- a) "Force Majeure" events, which should be understood to refer to events outside of the control of **JAGGAER** and/or **Gucci** (by way of mere example, interruption to power supply or telephone lines or internet connection due to third party events, strikes, industrial disputes, wars, state or civil or military authority issues, embargoes, acts of vandalism or terror, epidemics, floods, earthquakes, fires, and other natural disasters).
- b) incorrect use of “**PRODIGY**” by the **Participant**.
- c) operating faults in the connection equipment used by the **Participant**.
- d) faults in relation to the IT systems, telecommunications equipment and/or **JAGGAER**'s technological systems the cause of which is attributable to events or systems outside of **JAGGAER**'s control, if it can be demonstrated that **JAGGAER** took the best possible measures to mitigate damages and/or loss of service.

9.3. Without prejudice to the provisions of the preceding paragraphs, **JAGGAER** cannot in any case be called upon to compensate the Participant(s) for damage more than € 5,000.00 (five thousand euros)

## 10. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

10.1. The content and information offered to the **Participant** via “**PRODIGY**” platform and the software used are the exclusive property of **JAGGAER** and licensed to **Gucci** and are protected by copyright or other intellectual property rights (including rights in relation to databases).

- 10.2. The **Participant** undertakes not to download, reproduce, send, sell or distribute, wholly or partially, the content and information available or received via “**PRODIGY**”, for any reason, without express written authorisation from **JAGGAER** and for reasons other than those of granting access to the site and use of “**PRODIGY**”.
- 10.3. The **Participant** undertakes to use “**PRODIGY**” and the Services in a way that does not lead to the dissemination of false and/or misleading information, messages and/or material of a pornographic, racist, obscene, blasphemous, defamatory, or otherwise offensive nature.
- 10.4. The **Participant** declares and guarantees:
- that they have the full and exclusive ownership of the used trademarks and that their use in accordance with this document does not violate any third-party rights or applicable laws and/or regulations.
  - that they have full ownership and access to any information and contents provided to **Gucci** for the purposes and while performing the Event and that the use of such does not violate any third-party rights or applicable laws and/or regulations.

## 11. DATA PROTECTION

- 11.1. The use of the Platform by the **Participant** involves the processing of the **Participant's** personal data. In compliance with the provisions of current legislation on the matter, the **Participant** declares, by signing these General Conditions, that he has read the Information on the processing of personal data made pursuant to articles 13 and 14 of Regulation (EU) 2016/679 and authorizes **Gucci**, as Data Controller, to process his personal data for the purposes and with the methods described therein.
- 11.2. **Gucci** undertakes to act in accordance with the principles and obligations provided for by current legislation on the protection of personal data and with Regulation (EU) 2016/679 and with D. Lgs 196/2003 and subsequent amendments, in compliance with the general and special provisions adopted by the Guarantor for the protection of personal data.

## 12. COMMUNICATIONS

- 12.1. Any communications for the purposes of this document must be sent by e-mail or fax or by registered post with acknowledgement of receipt to the address provided by the **Participant**, if they are the recipient, or to the address specified in the information section of the website, if **Gucci** is the recipient.

## 13. CONFIDENTIALITY OF COMMERCIAL INFORMATION - IT SECURITY

- 13.1. The data and commercial information relating to the performance of each Event is handled by **JAGGAER** and the **Participants** as strictly confidential and private.
- 13.2. **JAGGAER** and the **Participants** take all necessary technical and procedural measures to ensure the security of information while the Events are underway.