



TERMS AND CONDITIONS OF REGISTRATION, ACCESS AND USE OF THE JUVENTUS PROCUREMENT PORTAL

1. RECITALS AND GENERAL PRINCIPLES

1.1 The company JUVENTUS Football Club S.P.A., with registered office in Via Druento 175 - 10151 Turin, Companies Register, Tax Code and VAT no. 00470470014 (“JUVENTUS”) has created a web portal (hereinafter known as the “JUVENTUS Procurement Portal” or, in short, the “Portal”) for the purpose of managing:

(i) the qualification process by third parties identified by JUVENTUS as potential suppliers for which, after the qualification and validation process - at the sole and unquestionable discretion of Juventus - they may be included in the list of JUVENTUS accredited suppliers (hereinafter known as the “Suppliers”),

(ii) the exchange of information with Suppliers,

(iii) the selection of Suppliers and the possible award of supply contracts, also through online activities (hereinafter known as “Events”) such as **RFI, RFQ, RFP** as defined below, according to and/or by means of the selection procedures indicated by JUVENTUS and at its sole discretion;

(iv) the Suppliers assessment processes;

guaranteeing for the JUVENTUS Procurement function the maintenance of a constantly updated Suppliers Register to which it can refer in performing its activities.

1.2 The Portal is based on a technological platform developed and created by Bravosolution S.p.A. (hereinafter known, in short, as the “Platform”) branded and licensed to JUVENTUS, and it can be accessed at the web address <https://supplierportal.juventus.com/esop/guest/login.do>

1.3 Access and registration to the Portal by Suppliers, as well as any subsequent acceptance of their qualification and inclusion in the Suppliers Register by JUVENTUS, do not imply in themselves the assumption of any commitment by JUVENTUS or give rise to any right and/or expectation and/or legitimate reliance for the Supplier to participate in the Events, and/or to receive assignments and/or to enter into supply contracts with JUVENTUS.

2. SUBJECT

This document (“Terms and Conditions”) contains the terms, conditions and procedures applicable:

- a) to registration and access by Suppliers to the JUVENTUS Procurement Portal
- b) to use of the Platform and the Portal by Suppliers, including participation at Events.



2.1 Before using the Portal, the Supplier and users must carefully read and accept these Terms and Conditions, the Privacy Policy and any other documentation prepared and indicated by JUVENTUS.

3. REGISTRATION AND ACCESS TO THE PLATFORM

3.1 In order to access to the Portal, an invitation to register must first be received from JUVENTUS. For the purpose of accessing and registering to the Portal, the Supplier shall provide JUVENTUS with an e-mail address to which JUVENTUS shall send the link with an invitation to create the master account ("Master Account"). Prior to gaining access, the Supplier will be asked to create a Password. The e-mail address constitutes the "UserID". The User ID and Password are the access credentials using which, from that time onwards, the Supplier may access the Portal, and enter and/or modify and/or update the Registration Details as defined below.

3.2 In order to register to the Portal and use its services, the Supplier, through the Master Account, must communicate truthfully and correctly its data and information necessary or useful for its identification and registration by JUVENTUS (the "Registration Details") by filling in the required fields. The Master Account may modify and update the data entered during registration at any time by directly accessing the Portal in the area dedicated to the Supplier's personal data as well as ask to create additional users authorised to access the Portal for the management of Events or other online activities by creating additional User IDs and Passwords ("Authorised Users"). For further information on the management of personal data by JUVENTUS see the Privacy Policy accessible at the following link:

ITA: <https://juventus.com/it/portale-fornitori>

ENG: <https://juventus.com/en/procurement-portal>

3.3 Once registration is complete and the data and documents required for the qualification process have been entered, Juventus will examine those data and documents and will conclude the qualification process with a positive or negative outcome, which will be notified to the Master Account's email address. If the outcome is positive, the Supplier will be entered into the Suppliers Register and can then access all Portal services. If the outcome is negative, access to the Portal will be blocked and the account will be deleted within the next 12 months.

3.4 Once the qualification process has been completed and validated by inclusion in the Suppliers Register, the Supplier, in order to have access to the Portal's services, must keep its profile up-to-date and submit the required documents by the deadlines indicated in the qualification update process.

3.5 The User ID and Password are strictly personal and non-transferable. The Supplier is solely and exclusively responsible for maintaining the secrecy and confidentiality of the access credentials and shall consequently be held



solely liable for any use (including by third parties regardless of whether or not they have been authorised) of the User ID and Password.

4. SUPPLIER'S LIABILITY

4.1 The Supplier undertakes to notify JUVENTUS immediately of any theft, misplacement or loss of both the User ID and the Password or of any other security breach of which it has become aware, and at the same time to carry out a password recovery and change, so as to ensure that the Platform and the Portal can only be accessed by authorised users identified by JUVENTUS; the Supplier also hereby undertakes to indemnify and hold harmless JUVENTUS from any and all claims, also for damages, brought and/or arising from and/or connected directly and/or indirectly to the aforementioned use or abuse by anyone.

4.2 The Supplier undertakes to use the Portal services solely and exclusively for the purposes set out in these Terms and Conditions. The Supplier accepts all liability for the content of messages, texts and documents sent by it or on its behalf through the Portal services, hereby undertaking to hold JUVENTUS and its assignees harmless and indemnified from any cost or prejudice in this respect.

4.3 The Supplier may access the JUVENTUS Procurement Portal using a standard personal computer, equipped with a common browser, connected to the Internet. The availability of hardware and the Internet network, as well as the configuration of the browser for access, remain the sole responsibility and burden of the Supplier.

5. RULES FOR THE CONDUCT OF EVENTS

5.1 Juventus reserves the right to manage Events through the Portal. The conduct of Events is governed by these Terms and Conditions and by any additional terms and conditions specified in the Event documentation, including those indicated in the respective Event invitation letter "Request Letter" and/or in the relevant information sections of the Portal.

5.2 Participation at Events, unless otherwise agreed with JUVENTUS, implies acknowledgement and acceptance by the Supplier of these Terms and Conditions and of the additional documents annexed by JUVENTUS to each Event.

5.3 The general principles governing the conduct of Events and participation therein include the establishment of a level playing field for participants, transparency, good faith, fairness, confidentiality of information exchanged and compliance with the law.

5.4 The following types of Events may take place on the Portal:

- a) **RFI (Request for Information)**: to gather general information on services, products or solutions available on the market in the early stages of a project, when JUVENTUS wants to explore the available options;
- b) **RFQ (Request for Quotation)**: to obtain a precise price for a well-defined product or service when JUVENTUS wants to compare prices between Suppliers;



c) **RFP (Request for Proposal)**: to request a detailed proposal on how the Supplier intends to fulfil a complex requirement when the project is intricate and customised solutions are sought.

5.5 Suppliers participate in Events upon invitation by JUVENTUS, which usually takes place through the messaging service offered by the Portal (hereinafter the “Invitation”). Unless otherwise specified by JUVENTUS, the sending of the Invitation to Suppliers constitutes the beginning of the Event. The Event ends on the date and time defined by JUVENTUS according to the rules of the specific Event.

5.6 When creating an Event, JUVENTUS sends to the Suppliers, identified by itself at its own discretion, information on the data that must compulsorily be provided by the Supplier for the purpose of participating in the Event (the “Compulsory Data”) and the format in which they must be submitted. JUVENTUS may also ask selected Suppliers to send, even in the form of attached documentation, additional non-compulsory data (the “Optional Data” and, together with the Compulsory Data, the “Data”). JUVENTUS is entitled to modify the Data, including the configuration parameters of the Platform, as well as to modify the documentation already sent to the participants prior to the deadline for submitting Quotations (the “Modifications”), notifying the Suppliers thereof through the appropriate messaging service of the Platform.

5.7 If Juventus makes changes after the deadline for submitting Quotations, potential Suppliers will be granted an extra period for supplementing and/or amending the Quotations already submitted.

5.8 In order to participate in an Event, the Supplier must view the Data and the respective annexes. The participation of Suppliers in the Invitation takes place through the issuing and sending of their quotation (the “Quotations”) as envisaged by the Event specifications (or any other interaction method established by the Event).

5.9 Each Supplier is entitled to make and submit one or more Quotations in the period between the starting and closing date and time of the Event. The last Quotation of each Supplier received by JUVENTUS by the closing date of the Event will be the one taken into account for the purposes of possible selection.

5.10 JUVENTUS reserves the right not to consider Quotations received after the deadline and/or those that do not meet the required specifications.

5.11 The assessment of the Quotations and the selection of Suppliers shall be at the sole discretion of JUVENTUS as a private economic entity operating in a dynamic context, it being understood that at the end of the Event JUVENTUS shall also have the discretionary power to reject all Quotations and/or to withdraw the Invitation and cancel the Event.

5.12 JUVENTUS and the Suppliers accept that, for the entire duration of the Event, including its preliminary and subsequent phases, for the purpose of its conduct, closure, award and any interruption, suspension, reopening and/or cancellation, the Quotations submitted by Suppliers, the communications made, the official time and the elapsed time shall only be those recorded by the Platform and its other registration and telecommunication equipment; such records



shall constitute full evidence of the facts and circumstances represented. In the event of any discrepancy between the Quotations actually entered and found on the Portal and anything contained in files, attachments and other documents sent or otherwise made available by Suppliers outside the Portal, the contents found on the Portal shall prevail.

5.13 Suppliers acknowledge and accept that the Platform does not allow them to view the identity of and/or documents provided by other Suppliers during the conduct of the Event.

5.14 At the end of the Event, after an appropriate period of time for the necessary technical verifications, JUVENTUS shall issue a notice of selection or non-selection for the next negotiation phase to all participants in the Event. The communication of selection or non-selection made via the Platform at the end of the Event shall to all intents and purposes be intended as provisional and subject to further technical verifications; therefore, it shall not constitute an obligation for JUVENTUS to contract with the selected Suppliers.

5.15 If the Event results in a selection, JUVENTUS undertakes to enter into a “Contractual Negotiation” phase with the successful Supplier. This negotiation is aimed at and, in any case, ends upon the conclusion and formalisation of the contract by means of which JUVENTUS acquires the good or service forming the subject of the Quotation (the “Contract”); the terms contained in the Quotation chosen during the selection shall be considered not modifiable by the Supplier during the Contractual Negotiation and, unless otherwise agreed with JUVENTUS, shall thereby be incorporated in the Contract, along with any other contractual clauses notified by JUVENTUS to the Supplier in the preliminary stages of the Event.

5.16 Any failure to conclude the Contract under the terms and conditions envisaged by the Quotation on the basis of which the Supplier was awarded the contract, due to the fact and/or fault of the selected Supplier, entitles JUVENTUS to claim compensation for damages, without prejudice to any other right deriving from the law.

5.17 It is also noted that the Invitation does not imply any pre-contractual liability whatsoever on the part of JUVENTUS and therefore does not constitute any form of commitment neither to deal nor to contract on the part of JUVENTUS. No remuneration will be paid to potential Suppliers for any costs associated with the preparation and submission of the Quotation, as it is clear to them that the Invitation is intended merely for the assessment and selection of the best Quotation, in the absence of any obligation to contract with the potential supplier. JUVENTUS shall not be liable for any costs and/or obligations arising from or relating to the submission of the Quotation and for any damages of any nature whatsoever arising from errors and/or omissions of the information provided in the Request Letter or in any other documents exchanged with potential Suppliers during the assessment process. If JUVENTUS and the Supplier do not conclude the Contract for any reason within the validity period of the Quotation, JUVENTUS shall be entitled to proceed at any time, even after the selection notice, to revoke such selection and to re-select one of the Suppliers participating in the Event which shall assume to all effects the obligations under this article.



5.18 In the event of technical failure or malfunction of the IT, technological or telephone connection and/or registration equipment of the Portal that may jeopardise the due conduct of the Event, JUVENTUS may consider the opportunity to suspend the Event until the necessary repair and restoration works have been carried out. JUVENTUS may decide, in such cases and at its discretion, to proceed with the cancellation or re-opening of the Event, even after its conclusion, without incurring any liability towards the Suppliers.

5.19 In the circumstances of suspension and/or re-opening referred to in the previous paragraph, the date and time of resumption of the Event, as well as its remaining duration, shall be notified by JUVENTUS promptly to the Suppliers. In addition to the circumstances indicated in the above articles, JUVENTUS reserves the right, at its sole discretion, to suspend and/or cancel the Event at any time, even after its conclusion, by simply notifying the Suppliers at their e-mail address, without incurring any liability.

5.20 JUVENTUS reserves the right, at its sole discretion, to eliminate from participation in the Event those Suppliers who are responsible for, or who are accused of, breaching the obligations set forth in these Terms and Conditions, without incurring any liability towards them but reserving the right to compensation for any damage suffered as a consequence of such elimination. The elimination of Suppliers from participating in the Event shall be effected by way of simple notification to their e-mail address.

5.21 Each Supplier undertakes towards JUVENTUS to keep the Quotations in place for the entire duration of the Event and therefore for the entire period necessary for the award and conclusion of the Contract.

5.22 The data and information disclosed by JUVENTUS within the context of the Event (to be considered strictly private and confidential) do not constitute in any way a representation and/or guarantee of quality and absence of error and are absolutely indicative and in no way binding. JUVENTUS does not accept any liability for any errors, omissions and/or for any use thereof or any inferences that may be drawn from the same information by potential Suppliers. Therefore, for the preparation of the Offer, JUVENTUS does not make, and the potential Supplier does not rely on, any information, promise, representation or warranty, express or implied.

6. SUPPLIER'S OBLIGATIONS AND WARRANTIES

6.1 In relation to Use of the Portal, the Supplier undertakes, for itself and for its authorised users:

- a) to comply with these Terms and Conditions;
- b) to access and use the JUVENTUS Procurement Portal in strict respect of the rules and indications provided by JUVENTUS on its use, in accordance with the applicable law and for the sole purpose for which the Portal was created and the access and qualification were granted by JUVENTUS;
- c) not to violate legal provisions, such as, but not limited to, privacy and/or third party rights, industrial and/or intellectual property rights;



- d) not to engage in conduct or practices that are prohibited by law, anti-competitive or harmful to the rights of third parties, and not to disseminate false, misleading or unlawful information;
- e) to communicate truthfully and correctly the data and information necessary or useful for its identification, guaranteeing the quality and completeness of the information entered during the registration and qualification process, as well as its maintenance over time for the purposes of proper registration on the Suppliers Register and all related processes and Events;
- f) to treat any data and information of which it becomes aware by way of and/or as a consequence of accessing the JUVENTUS Procurement Portal as strictly private and confidential and, for this purpose, not to disclose or send such data and information to anyone;
- g) to acknowledge that the contents of the Portal are the exclusive property of JUVENTUS;
- h) unless otherwise agreed with JUVENTUS, not to use the name, trademark and/or logo of JUVENTUS on its website and/or other documents;
- i) to use and configure its software and hardware in such a way as to facilitate the highest possible cyber security when using the JUVENTUS Procurement Portal;

- j) in the event of participation in Events, to provide an accurate, truthful, correct and not misleading description of the goods and/or services covered by the Quotation;
- k) not to offer goods and/or services of unlawful or dubious origin, counterfeited in violation of third-party rights and/or national and international rules on the protection of industrial and intellectual property, or of any kind whose sale is prohibited by law or regulations;
- l) to hold JUVENTUS, its directors, employees and/or officers harmless and indemnified from any claim, complaint or legal action of any nature for damages suffered as a consequence of and/or arising from and/or related to use of the Portal in a manner that does not comply with these Terms and Conditions and/or that violates the law.

7. REVOCATION OF REGISTRATION, SUSPENSION AND/OR INTERRUPTION

7.1 JUVENTUS has the right to suspend or interrupt on a final basis access by the Supplier and use of the Portal, eliminating it from the Suppliers Register and interrupting any ongoing activities, in the event of a breach by the Supplier of even just one of the obligations envisaged by these Terms and Conditions and more generally in any circumstance of a breach of law or infringement of third-party rights and of the contractual provisions signed with JUVENTUS.

7.2 The Supplier registered on the Portal will be audited in order to ascertain that it meets the requirements. JUVENTUS reserves the right to suspend the qualification in all cases where the Supplier:



- has used the Portal's services for illegal purposes or for the transmission or exchange of unlawful, harassing, slanderous, defamatory, abusive, harmful or vulgar material or in any case material capable of causing disruption or damage to JUVENTUS or third parties;
- has used the Portal's services for the transmission or exchange of viruses, or for the unsolicited and mass distribution of messages and/or e-mails;
- is guilty of misrepresentation in supplying the information requested;
- has failed to properly report changes to its personal details and/or has failed to submit and/or update the information and documents required to maintain the qualification.

7.3 Moreover, JUVENTUS may decide, at its sole discretion, to revoke the qualification and eliminate the Supplier from the Suppliers Register if the Supplier:

- is subjected to criminal proceedings or commits an administrative offence;
- is in a state of insolvency, compulsory liquidation, cessation or suspension of business, or any insolvency or bankruptcy proceedings.

7.4 JUVENTUS shall notify the Supplier of any exercise of the rights under Articles 7.1, 7.2 and 7.3 above by sending an email to the Master Account's address. The exercise of the above rights by JUVENTUS shall not entail any obligation to pay compensation in favour of the Supplier. In the event of revocation of the registration and elimination of the Supplier from the Portal, the Supplier will lose the right to use the User ID and Password and the Portal services.

7.5 The Supplier may at any time request the elimination of its profile from the Portal, by expressing this wish by means of a written request to be sent by e-mail to supplier.portal@juventus.com Elimination from the Portal shall result in the inability to use the Portal services and to participate in the Events.

8. LIMITATIONS OF LIABILITY

8.1 The Supplier acknowledges and accepts that:

- (a) the Portal can be used "as is", free from warranties of any nature; the Supplier therefore waives all warranties, express or implied, including but not limited to the warranty of fitness for a specific use or purpose;
- (b) the obligations undertaken by JUVENTUS in accordance with these Terms and Conditions constitute obligations of means and not obligations of result;
- (c) JUVENTUS does not guarantee the access, truthfulness, completeness, compliance with the law and respect of rights of the contents of the websites to which any link to third party websites included in the JUVENTUS Procurement Portal may refer;
- (d) pursuant to Article 1.3 above, any commitment and/or guarantee by JUVENTUS to be included in the Suppliers Register and/or to receive Invitations is excluded; the Supplier therefore waives the right to make claims against JUVENTUS concerning (by way of example only) the conclusion or non-conclusion of commercial



contracts and the granting or non-granting of assignments, job orders and the like, as a consequence of the inclusion in the JUVENTUS Supplier Register and more generally the use by the Supplier of the JUVENTUS Procurement Portal;

- (e) JUVENTUS reserves the right to interrupt and/or suspend the use of the JUVENTUS Procurement Portal and/or to revoke the registration and qualification at any time at its sole discretion, upon simple communication to the Supplier, without incurring any liability towards the Supplier.

8.2 JUVENTUS shall in no way be liable for any damage caused to the Supplier by use of the Portal and the information entered therein by the Supplier, by the malfunctioning, delayed or failed access and/or interruption or suspension of use of the JUVENTUS Procurement Portal, including (by way of example but not limited to) loss of business opportunities, loss of earnings, loss of data, damage to image, claims and/or complaints of third parties.

8.3 The limitation of liability shall also apply in cases of:

- a) force majeure events (e.g. power cuts or interruptions of telephone lines or network connections caused by third parties, strikes, industrial disputes, wars, orders of state or civil or military authorities, embargoes, acts of vandalism and terrorism, epidemics, flooding, earthquakes, fires and other natural disasters);
- b) incorrect use of the Portal by the Supplier;
- c) malfunctioning of the connection equipment used by the Supplier;
- d) faults in JUVENTUS' computer systems, telecommunication equipment and/or technological installations.

9. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

9.1 The contents and information available on the JUVENTUS Procurement Portal and/or provided to the Supplier through the Portal services, as well as software used to provide the Portal services, are the exclusive property of JUVENTUS or are licensed to it by third parties and are protected by copyright or other intellectual property rights recognised by national, European and international laws.

9.2 The Supplier undertakes not to infringe the industrial and intellectual property rights of JUVENTUS, including those relating to the JUVENTUS Procurement Portal and to the information and data inserted therein and, to this effect, guarantees not to download, reproduce, transmit, sell or distribute in whole or in part, for any reason whatsoever, the content and information made available on or received via the JUVENTUS Procurement Portal, without the authorisation - expressly in writing - of JUVENTUS and for purposes other than to allow access and use of the JUVENTUS Procurement Portal.

9.3 The Supplier accepts that the data and information provided during the registration procedure, as well as data and information subsequently provided, shall be included in a database set up by JUVENTUS and owned exclusively by the latter.



9.4 The Supplier represents and warrants:

- to have full and exclusive ownership of the names, logos, trademarks and other distinctive signs entered on the JUVENTUS Procurement Portal and that their use by JUVENTUS, as a consequence of the Supplier's access to the JUVENTUS Procurement Portal, does not infringe any third party rights or violate any applicable laws and/or regulations;
- to have full legal ownership and availability of any information and contents provided to JUVENTUS, as a consequence of the Supplier's access to the JUVENTUS Procurement Portal, and that their use by JUVENTUS does not infringe any third party rights or violate any applicable laws and/or regulations

and undertakes in this respect to hold JUVENTUS harmless and indemnified against any request or claim by third parties, both judicial and out-of-court.

10. PERSONAL DATA PROTECTION

10.1 In its capacity as data controller, JUVENTUS shall process the personal data communicated by the Supplier, in compliance with all applicable laws on personal data processing, directly and/or through companies expressly appointed by the same as external data processors, and solely for the purposes indicated below:

- a) registration on the Portal and creation of the relevant personal profile;
- b) provision of the envisaged services reserved for registered users only, including the possibility of initiating the supplier qualification process and participating in the request for information (RFI) and/or request for quotation (RFQ) and/or request for proposal (RFP) presented by Juventus;
- c) verification of the documentation submitted in the supplier qualification process, in requests for information and quotations;
- d) conclusion of the contract and performance of administrative-accounting activities (of organisational, administrative, fiscal and accounting nature);
- e) compliance with additional contractual and legal obligations connected with the relationship and established by national, EU and international laws and/or regulations, and by provisions issued by authorities and supervisory and control bodies;
- f) cyber security of the Portal with ascertainment of liability in the event of the commission of computer offences;
- g) where expressly authorised by the Supplier, sending of commercial communications relating to promotions and special offers of Juventus products and services (e.g. promotional rates on the purchase of match tickets, promotion of premium packages and/or hospitality tickets), as well as relating to initiatives promoted or organised by Juventus (e.g. B2B forums, events, etc.);



- h) exercise and defence of Juventus' rights in all judicial, administrative, arbitration and/or mediation and conciliation proceedings.

10.2 Full information on the processing of personal data carried out by JUVENTUS is available at the following link - <https://juventus.com/it/portale-fornitori> which the Supplier declares to have read before proceeding with its registration.

11. COMMUNICATIONS

11.1 Any communication relating to these Terms and Conditions, access to and use of the Portal, shall be sent as follows:

- a) if to the Supplier, to the e-mail address of the Master Account
if to JUVENTUS, to the e-mail address: supplier.portal@juventus.com