



## ATLANTIA'S SUPPLIER PORTAL RULES

### PART 1 - INTRODUCTION

#### ART. 1 SUBJECT AND SCOPE

This document governs the registration and qualification process for companies supplying goods/materials, works, services and professional services, as well as the use of the Portal for any negotiation event to which such companies may be invited by Atlantia.

The purpose of the Portal is to facilitate and guide the process of interrelation and exchange of information between Atlantia and third parties interested in submitting their applications for inclusion - at Atlantia's sole and unfettered discretion - in the list of accredited suppliers and/or potential suppliers, for the online management of functions related to the supplier area, such as:

- the creation and management of the list of operators
- the management of the process for the classification of products in the aforementioned list;
- the award of professional assignments, supply and/or service contracts in accordance with and/or by means of the selection procedures indicated by Atlantia at its sole discretion.

This document applies to all activities carried out on the Atlantia Portal made available by Ariba.

#### ART. 2 DEFINITIONS

**Company:** Atlantia SpA

**Supplier:** an operator interested in the provision of goods/materials, works, services and professional services.

**Parties:** the Company and the Supplier or Suppliers.

**Contracts:** contracts for works, supplies of goods, services and professional services.

**Portal:** the Atlantia Portal, made available by SAP Ariba.

**Registration process:** the process whereby a Supplier, upon receipt of Atlantia's invitation to register, shall complete the Questionnaire with the requested data. After assessing what has been received, Atlantia shall confirm or reject the registration.

**Qualification process:** once registered, the Supplier may receive a request from Atlantia to qualify for one or more product categories in which it has indicated an interest. Qualification shall entail the Supplier completing the relevant questionnaires, which shall then be assessed by Atlantia. If everything is correct, the Supplier shall be qualified.

**User ID:** an alphanumeric string identifying the Supplier for access to the Portal. It is created at the time of registration in the Ariba Network.

**Password:** a unique alphanumeric string which, when used in combination with the User ID, enables the Supplier to access the Portal.



**Ariba Network:** Ariba portal used to access the Atlantia Portal. Access credentials (username and password) are created here.

**Product categories:** the categories into which goods and services are grouped.

**Negotiation Event:** an electronic event in the form of a Request for Information, Bid or online Auction to which the Supplier may be invited by Atlantia.

**Contract:** a contract entered into between Atlantia and the Supplier.

### **ART. 3 COMPUTER EQUIPMENT**

For details of the minimum necessary and appropriate technical requirements, please refer to the guides on the Ariba portal (see also [supplier.ariba.com](http://supplier.ariba.com)).

Any costs related to hardware and software equipment necessary for access and registration to the platform/Suppliers List, as well as to any equipment that may become necessary as a result of changes to the system, shall be borne exclusively by the Supplier.

## **PART 2 - ACCESS TO THE SYSTEM AND SUPPLIER LIST**

### **ART. 4 OBTAINING ACCESS CREDENTIALS**

The Supplier List is set up in Atlantia's sole interest and the choice of Suppliers to be invited to bid or negotiate is made on the basis of criteria of absolute impartiality, in compliance with the principle of rotation, at the Company's sole discretion.

Entry in the Supplier List does not guarantee the right of Suppliers to be invited to all tender procedures announced on the Portal.

To be included in the Supplier List, Suppliers may either apply via the link on Atlantia's Portal or be invited directly by Atlantia. In both cases, Suppliers shall receive an email inviting them to register with a link enabling them to create their own user account. If a Supplier already has Ariba's credentials, it may combine its existing account with that of Atlantia. In this case it will retain its existing credentials.

To create an account it will be necessary, first of all, to register on the Ariba Network (SAP Business Network) providing the required information. Once the account has been created, Suppliers will be directed to Atlantia's Registration Questionnaire. For any additional information on Ariba Network reference should be made directly to the information available on the Portal.

Suppliers are responsible for the access codes (user name and password), undertaking to maintain them secret and confidential, and are consequently liable for all use of such codes. In addition, Suppliers shall assume sole responsibility for all activities carried out within the System and undertake to indemnify and hold harmless the Company against any claim or demand relating to or arising from the use or misuse of the tools made available on the Portal. Qualified Suppliers hereby state that they are aware that knowledge of the access codes by third parties allows the latter to access the System and perform legal acts binding on the Suppliers.

In relation to the above, a Supplier is obliged to notify the Company, or Ariba itself, by e-mail, as soon as it becomes aware of any unauthorised use by third parties of its Access Codes, undertaking in any event to indemnify and hold harmless the Company against any claim, including for damages, proposed and/or deriving directly or indirectly from the aforesaid use or misuse by anyone.



## **ART. 5 REGISTRATION PROCESS**

Suppliers may proceed to fill in the Registration Questionnaire within 30 days of receipt. In the questionnaire, they may indicate the product categories for which they wish to qualify as Atlantia suppliers.

All mandatory questions must be answered to complete the questionnaire.

The Questionnaire consists of 6 sections:

1. **Company Data** Section, which contains questions relating to general information about the Supplier;
2. **Company Activities** section, which contains questions about information on the Supplier's business;
3. **Documentation** Section, which requires the attachment of documents necessary to perform due diligence on the Supplier;
4. **Sustainability** Section, which contains questions related to sustainability matters;
5. **Privacy** Section, which contains questions related to the processing of personal data;
6. **Cyber Security** section, which contains questions regarding the security of the information processed.

Once the Questionnaire has been sent to Atlantia, the latter shall evaluate it and request any additions. Suppliers hereby undertake to provide, at the Company's request and within the timeframe indicated by it, appropriate documentation to substantiate the statements made during the registration process.

If everything is correct, Atlantia shall approve the Questionnaire. Supplier status in the system shall then become Registered.

Completion of registration is a necessary step in order to be invited to participate in any negotiation events announced by Atlantia on the system and in general for the award of assignments and contracts.

Once registered, Suppliers may access the system and update their data, if necessary or if so requested by Atlantia, ensuring that the data are kept up to date in accordance with any changes that may occur within their organisation.

## **ART. 6 QUALIFICATION PROCESS**

As the registration process is completed, Suppliers may receive a request from Atlantia to fill in one or more qualification questionnaires based on the Product Categories indicated by them in the Registration Questionnaire.

All mandatory questions must be answered to complete the form(s).

Once completed, has been sent, Atlantia shall evaluate the questionnaire(s) and request any clarifications.

Suppliers hereby undertake to provide, at the Company's request and within the timeframe indicated by it, appropriate documentation to prove the statements made during the qualification process.

In accepting these Rules, Suppliers acknowledge Atlantia's right, at its sole discretion, not to recognise eligibility and/or to revoke eligibility at any time.

Should a Supplier need to update the data entered in the qualification questionnaires prior to their expiry date, it may contact Atlantia, which shall unlock the questionnaires and thus enable the Supplier to amend them.

Qualification constitutes the necessary requisite for a Supplier to be eligible to participate in a negotiation event conducted on the Portal.



#### **ART. 7 VALIDITY OF THE QUALIFICATION**

Unless revoked, the Qualification shall be valid for two years from the date of the Company's notice of successful completion of the qualification process; such notice shall be sent by email. On expiry of the qualification, Atlantia shall send the renewal request. Suppliers may then amend and/or confirm the data entered on the Portal. Should this operation not be carried out, the Company reserves the right to revoke the qualification, formally notifying the Supplier thereof.

Atlantia shall carry out an evaluation of the Supplier at the end of each contract, which shall be taken into account in relation to future assignments.

#### **ART. 8 CHANGE OF DATA**

A Supplier shall notify the Company within 15 days, through the Portal functions, of any changes in the data and documents registered, as well as any change in its organisational structure due to corporate actions (e.g., sales, mergers, transfers of business units, etc.). In these cases, the Company reserves the right to carry out the appropriate checks in order to confirm the eligibility that may have already been attributed.

The Supplier is also required to ensure the constant and timely update of the contact information contained in the Portal, and in particular the e-mail address; no claim may be made against the Company for not receiving communications due to failure to update the contact information or for the unavailability of such communications (e.g., for reaching the limit of the Supplier's e-mail inbox).

#### **ART. 9 CANCELLATION AND REVOCATION**

Each Supplier may request to be cancelled, without prejudice to the obligations already undertaken. The cancellation request must be sent with 30 days' notice by e-mail. Following submission of the request, the Supplier undertakes not to use the system, without prejudice to the performance of the activities required for the correct and complete fulfilment of the obligations already undertaken. The Company, at its sole discretion, reserves the right to revoke, at any time, the authorisations issued, also following the occurrence of damaging events, including the loss of the requisites for registration in the list, the discontinuation of professional activity, serious breach of contract, failure to provide the communications required by these rules. The cancellation of the authorisations, which shall take immediate effect, shall be communicated by e-mail.

#### **ART. 10 SUPPLIER'S OBLIGATIONS**

In addition to complying with the contract with Atlantia, Suppliers shall:

- use the Portal in accordance with the principles of fairness, loyalty and good faith;
- comply with the terms and conditions set out in the Rules and the documentation on the Platform;
- comply with the terms and conditions of participation in tenders;
- refrain from engaging in anti-competitive behaviour or violating the rights of third parties;
- comply with the regulations on copyright, intellectual property and protection of privacy;
- keep confidential all information obtained as part of the qualification, accreditation and negotiation process.

### **PART 3 – NEGOTIATION EVENTS**



#### **ART. 11 - SOURCING EVENTS**

Registered Suppliers may be invited to negotiation events that Atlantia may decide to announce on the Portal. They will then receive an invitation and may submit their proposals, if they are interested. In order to access the Portal, Suppliers must use their credentials (see art. 4).

It should be noted from the outset that qualification for a particular category does not guarantee an invitation to, or the award of, one of these events, and that Atlantia may decide from time to time which Suppliers are most suitable to be invited, or to award a negotiation event in accordance with the criteria it deems most appropriate.

### **PART 4 - CONTRACT**

#### **ART. 12 - EXECUTION OF CONTRACT**

During the stipulation of its contracts, Atlantia may use the Portal's functions to send draft documents to Suppliers during the formalisation phase; amendments to the contract shall be made through the platform.

#### **ART. 13 - DIGITAL SIGNATURE**

The contract and any annexes shall be signed, as a rule, by means of the DocuSign platform. Alternatively, the contract and annexes shall be digitally signed, preferably in PAdES (PDF Advanced Electronic Signature) format. Atlantia shall notify the digital signature method to be used on a case-by-case basis.

### **PART 5 - MALFUNCTIONS AND LIABILITY**

#### **ART. 14 - MALFUNCTIONS**

The Parties undertake to inform each other of any connection difficulties (e.g., recognition of the sender, incomprehensibility of the content of the document, etc.). If the Supplier encounters difficulties or is unable to use the services covered by this document, it shall inform the Company immediately and, insofar as it is the Supplier's responsibility, shall take steps to resolve the problems.

For problems that are directly attributable to SAP Ariba, it will be necessary to contact the relative support from the "help-centre" menu.

#### **ART. 15 - LIABILITY FOR DAMAGES**

Atlantia shall not be liable for any malfunction or inability to use the connection or the line due to any reason whatsoever. Suppliers shall therefore hold Atlantia harmless against any liability whatsoever for detrimental

consequences of any nature or direct or indirect damage caused to Suppliers or to third parties by the unauthorised, improper and prejudicial use of the Access Codes.

#### **ART. 16 - INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS**

All documents published in Atlantia's Suppliers' List are protected by intellectual property rights, in accordance with current legislation on copyright protection.

Suppliers undertake not to download, reproduce, transmit, sell or distribute, in whole or in part, for any reason whatsoever, the content and information available or received through the Suppliers' List for



purposes other than for registration, qualification and participation in negotiation events. Similarly, it is forbidden to include in Atlantia's Supplier List any content that infringes applicable laws and regulations, including, in particular, copyright laws or other intellectual or industrial property rights.

**ART. 17 - COMPLIANCE WITH THE LAW IN GENERAL AND WITH THE CODE OF ETHICS AND ADMINISTRATIVE LIABILITY OF COMPANIES PURSUANT TO LEGISLATIVE DECREE NO. 231 OF 8 JUNE 2001**

Atlantia carries on its business in full compliance with all laws, authorisations, rules, regulations, decisions and orders concerning any aspect relating to the conduct of its business, as well as in compliance with the principles contained in its Code of Ethics. Therefore, the establishment and maintenance of any contractual relationship is subject to the same principle of strict compliance with the law, the Company's Code of Ethics and the regulations in force.

To this end, it is understood that, in the performance of any activity provided for in these rules for the proper performance of the qualification process, and for the attribution, maintenance or renewal of the eligibility granted, Suppliers undertake not to behave in such a way as to breach the law, the code of ethics and the regulations in force.

With particular reference to the provisions of Legislative Decree 231 of 8 June 2001 on the administrative liability of entities, as subsequently amended and supplemented (hereinafter "Decree 231/01"), by accepting these Rules, Suppliers and their subcontractors also undertake to comply with the rules and principles set out in the Organisational, Management and Control Model and the Anti-Corruption Policy adopted by Atlantia and published on its website at <https://www.atlantia.com/it/governance/etica-e-legalita/modello-231>.

These documents set out the values that Atlantia adheres to in pursuing its objectives, also with a view to preventing the offences set forth in Legislative Decree no. 231/2001 as subsequently amended and supplemented and further conduct that may lead to corrupt practices.

Suppliers are also required to provide timely information on any changes that have occurred after registration with respect to the information/self-declarations requested by Atlantia for anti-corruption purposes and issued by the counterparty prior to the signing of the Engagement.

Failure to comply with the principles set out in the above documents shall constitute grounds for suspension/deletion from the List.

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Failure to comply with the principles set out in the above documents shall constitute grounds for suspension/deletion from the List.



Non-compliance with the principles of organisation and management described above, including by the subcontractors indicated by the Supplier, shall constitute such a serious breach as to prevent the continuation of contractual relations with the Company. It is therefore understood that in case of non-fulfilment, in whole or in part, of the obligations provided for in this article, or in case of refusal or unjustified delay in the transmission of documents, information and data that may be requested from the Supplier by the Company in relation to the obligations provided for herein as well as, in general, in case of violation of the above representations and warranties, the eligibility shall be denied or, if already granted, it shall be revoked due to the Supplier's act and fault with the consequent obligation for the Supplier to indemnify and hold harmless the Company for the losses, damages, expenses, liabilities and actions that may arise from the violation and default described above.

#### **ART. 18 - AMENDMENTS TO THE RULES**

Atlantia reserves the right, at its sole discretion, to unilaterally amend this document, including as a result of amendments to current legislation. In such event, the new version shall be published on Atlantia's website and a message shall be sent to the email address indicated by Suppliers when registering their data. A Supplier's use of the System following receipt of the notice of change to this document shall be deemed to constitute full acceptance of the new version of the document.

#### **ART. 19 - APPLICABLE LAW AND JURISDICTION**

The Rules are governed by Italian law, to which reference is made for all matters not expressly provided for. The Court of Rome shall have exclusive jurisdiction over any dispute.

#### **ART. 20 - FINAL PROVISIONS AND REFERENCES**

For all matters not expressly governed by these Rules and the documents that constitute integral and substantive parts thereof, the provisions of the Italian Civil Code shall apply, as well as the applicable laws in force from time to time. The provisions of these Rules shall be replaced, amended or repealed automatically by mandatory regulations that will come into force even after their adoption.

### **PART 6 – PRIVACY**

#### **PRIVACY STATEMENT PURSUANT TO ART. 13 ET SEQ. OF EU REGULATION NO. 679/2016**

Atlantia SpA, with registered office at Piazza San Silvestro, 8, 00187 Rome, in its capacity as Data Controller, wishes to inform you, pursuant to art. 13 of EU Regulation 679/2016 - General Data Protection Regulation (hereinafter the "Regulation" or "GDPR") - of the processing of your data for the purposes of compliance with the qualification and accreditation phases of the Company's Supplier List..

#### **Categories of data processed**

Atlantia shall process the following categories of personal data:

- a) personal and contact data (e.g., name, surname, tax code/VAT code, company name, address, telephone number, e-mail, etc.);
- b) personal and contact details of the legal representative and/or any internal contacts; c) bank details for making payments (e.g., IBAN);
- d) any other information necessary for qualification and accreditation in the Supplier List and the possible establishment of a contractual relationship.



Personal data subject to processing may be collected directly from the Suppliers or from third parties who hold them by law (e.g., Public Registers, Chambers of Commerce, etc.). In compliance with the principle of minimisation, Atlantia only collects data that is adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed.

### **Purposes and legal basis of processing**

Atlantia shall process personal data for the following purposes:

- a) evaluation of applications for inclusion in the Supplier List and management of the list;
- b) participation in any tenders and assignments;
- c) management of commercial relations and performance of any pre-contractual negotiations;
- d) administrative management of supplier relations (e.g., contract management, bookkeeping, invoicing, payments);
- e) fulfilment of legal, regulatory and tax obligations connected with the contractual relationship or envisaged by Authority provisions.

For the purposes indicated above, Atlantia shall process your data for the performance of a contract or the implementation of pre-contractual measures (art. 6, paragraph 1, sub-paragraph b) of the GDPR) or in compliance with legal obligations to which the Data Controller is subject (art. 6, paragraph 1, subparagraph c) of the GDPR). Provision of data for the above purposes is necessary for registration in the Supplier List and for participation in any tenders and assignments. Atlantia shall not use your personal data for purposes incompatible with those mentioned above, unless required or authorised to do so by law.

### **Processing methods and security measures**

Data may be processed by means of technological, IT and/or paper methods and through suitable IT tools (e.g., software, hardware, applications, etc.). In this regard, Atlantia has protocols, controls and procedures in place to ensure the confidentiality of your data, and is constantly committed to adopting, pursuant to art. 32 of the GDPR, specific technological and organisational measures to protect data from loss, unlawful or incorrect use and unauthorised access.

### **Storage periods**

The personal data provided will be kept for the time necessary to perform the contractual relationship, as well as for the time prescribed by civil, fiscal and regulatory provisions and, in any case, for no longer than 10 years from the end of the contractual relationship. In the event of any disputes or for the exercise of the right of defence in court, the aforementioned retention periods will be suspended until the complete settlement of the case between the parties.

### **Communication of personal data**

Your personal data may be brought to the attention of persons authorised to process them by the Company, as well as communicated for legal, regulatory or contractual purposes, always in compliance with the principles expressed in Article 5 of the Regulations, to third parties such as:

- Suppliers of related services in cases where the communication is necessary for the purposes illustrated above (e.g., legal, administrative and tax consultancy firms, auditing companies, banking institutions for the management of collections and payments, etc.);
- Suppliers of IT services and maintenance of the e-procurement platform;
- Judicial authorities and/or public bodies for which communication is legally required.





The third parties to which your personal data may be communicated may act as autonomous Data Controllers or Data Processors, undertaking in both cases to protect the confidentiality and security of your personal data in accordance with the applicable legislation.

In no event shall your personal data be disseminated.

Atlantia uses the Sap Ariba platform to manage the Supplier List and has appointed it as Data Processor.

### **Transfer of data**

Your data is not transferred to third parties located outside of countries belonging to the European Economic Area (EEA) or not subject to European legislation (GDPR). In the event that it is necessary to transfer your data to countries outside the EEA, such transfer will only take place where the European Commission has confirmed an appropriate level of data protection in the third country or where there are adequate data protection safeguards in place (e.g., standard contractual clauses, etc.).

### **Rights of the data subject**

Individuals to whom the above-mentioned data refers ("data subjects") may exercise, for legitimate and well-founded reasons, their rights in accordance with the procedures and limits established by privacy laws and regulations in force.

In particular, pursuant to Articles 15 et seq. of the GDPR, data subjects have the right to:

- request the update, rectification, addition, deletion, transformation into anonymous form, blocking of data processed in violation of the law, including data no longer necessary to achieve the purposes for which it was collected;
- receive information on the logic, methods and purposes of the processing;
- receive the data in a structured, commonly used and machine-readable format;
- revoke the consent given to the processing of your data at any time and object, in whole or in part, to the use of the data;
- lodge a complaint with the Authority, as well as to exercise the other rights recognised by current legislation.

The Data Controller reserves the right to assess the applicability, with respect to the processing of personal data concerning you, of one or more of the rights mentioned above.

The above-mentioned rights may be exercised by sending an email to [dpo@Atlantia.com](mailto:dpo@Atlantia.com).

### **Data Protection Officer**

Pursuant to articles 37-39 of the GDPR, Atlantia has appointed a Data Protection Officer, who may be contacted at the following e-mail address [dpo@atlantia.com](mailto:dpo@atlantia.com).

### **Updates and amendments**

Atlantia reserves the right to amend and update this policy from time to time.