

GENERAL TERMS AND CONDITIONS FOR REGISTRATION AND PARTICIPATION IN THE EVENTS CARRIED OUT THROUGH THE YNAP PROCUREMENT TECHNOLOGICAL PLATFORM

1. RECITALS

1.1 YOOX NET-A-PORTER GROUP S.p.A., a single-member company subject to the management and coordination activities of Compagnie Financière Richemont S.A., with registered office at via Morimondo 17, 20143 Milan, recorded in the Milan Companies Register, Tax ID and VAT Reg. No. 02050461207, (hereinafter “**YNAP**”), is the global Internet retail partner for leading fashion and design brands, and has proved itself to be a market leader, with the multi-brand store www.yoox.com, among others.

1.2 Within the context of its activity, YNAP uses, for its provisions, and those of the companies controlled by it, the services provided by BravoSolution through the e-procurement functionalities.

For the purposes of these General Terms and Conditions (hereinafter, the “**Terms and Conditions**” or the “**Contract**”), the term “YNAP” shall hereby mean, according to the case, YOOX NET-A-PORTER GROUP S.p.A. or a company controlled by the latter. Control, for the purposes of these Terms and Conditions, means the concept indicated in Art. 2359, Subsection 1, No. 1, c.c.

1.3 The services linked to YNAP procurement and/or related processes, shall be completed on the portal www.procurement.ynap.com (hereinafter the “**Website**”).

1.4 It is understood that the YNAP Procurement Technological Platform (“**Platform**”) is made available to YNAP and the Providers by BravoSolution Italia S.p.A. (“**BravoSolution**”), which therefore assumes all liability for the proper functioning and compliance of said Platform with the laws applicable in each case, under the terms and conditions prescribed by these Conditions.

The recitals constitute an integral and essential part of the Provider's Terms and Conditions.

2. SUBJECT

2.1 These Terms and Conditions establish the terms, conditions and procedures based on which certain parties, operating within the

context of their own business, institutional or professional activity (hereinafter, individually, “**Supplier**” and jointly, the “**Suppliers**”), may use the available tools through the Website, in order to promote commerce (i.e., provision) with YNAP.

The above may occur, by way of example, this list not being exhaustive, through the Supplier's participation in online bidding through the Dynamic Negotiation tool (i.e. auction) or a Request for Proposal, the use of a Vendor Management tool, which in this case is used by YNAP as a tool to qualify suppliers, or through the participation in another type of event that could be performed through the Platform. All of the aforementioned commercial events and tools are defined below, jointly, as the “**Events**”, and shall be organised by YNAP in its capacity as a potential buyer (hereinafter the “**Buyer**”) and completed through the Platform.

2.2 Completion of the Events is governed by the “Regulations on participation in Dynamic Negotiation, Request for Proposals and any other event that may be performed through the YNAP Platform” (hereinafter, the “**Regulations**”) attached to the Terms and Conditions, of which they form an integral and essential part.

Access to the Website and Platform, and the relative use by the Supplier are contingent upon the complete and unconditional acceptance of the terms and conditions established in the Terms and Conditions and Regulations.

3. REGISTRATION ON THE WEBSITE - PARTICIPATION IN EVENTS

3.1 Condition necessary to participate in Events and registration on the Website. To that end, the Supplier informs YNAP, accurately and correctly, of its own data and of all information that YNAP deems necessary or useful to identify such Supplier (hereinafter, the “**Registration Data**”).

3.2 By registering on the Website, the Supplier selects one or more identification codes (hereinafter, “**User ID**”) and one or more passwords are assigned to it (hereinafter, “**Password**”). The registration is understood to be complete when YNAP authorises the Password and User ID, without prejudice to the fact that, in order to participate in the Event, the Supplier must complete the fields requested by the Website.

3.3 User ID and Password are strictly personal and are not transferable. The Supplier promises not to disclose them to third parties, and to keep and protect them with the utmost diligence, and is considered to be the sole party responsible

for any use of them by third parties, promising, under all circumstances, to immediately inform YNAP and BravoSolution of any theft or loss.

3.4 Once the User ID and Password have been authorised, the Supplier may, if asked to do so, participate in the Events through a personal computer, equipped with a web browser connected to the Internet network. The purchase, installation and configuration of its own hardware and software remain at the Supplier's exclusive expense.

3.5 Events are governed, in addition to by the Regulations, also by any publication letter for the Event or series of Events (hereinafter "**Publication Letter**") and by the provisions and definitions contained in the appropriate information sections of the Platform.

3.6 The Supplier designates the name indicated in the appropriate space at the bottom of the Contract as the party authorised to use the Platform (hereinafter, the "**Primary Account**"). In the absence of a specific designation, the Supplier designates the party signing the Contract as the Primary Account.

3.7 YNAP grants the Supplier authority to:

(i) authorise additional parties to use the Platform (hereinafter, the "**Operating Accounts**");

(ii) revoke the authorisation, expand or restrict the scope of the powers granted to the Operating Accounts. It is understood that YNAP may, entirely at its discretion, deny requests for authorisation and expansion of the Operating Accounts that have been sent by the Supplier.

4. SUPPLIER OBLIGATIONS AND GUARANTEES

4.1 As concerns using the Platform, the Supplier promises to:

(i) respect the terms and conditions indicated in these Supplier Terms and Conditions, the Regulations and in the Publication Letter;

(ii) not engage in conduct or practices that are anticompetitive, or damaging to laws, regulations and/or third party rights, nor disseminate false, misleading or unlawful information;

(iii) treat the data and information relating to each Event as strictly private and confidential;

(iv) use and configure its own software and hardware in a way that permits computer security for the Events.

4.2 In relation to the use of the Platform, the Supplier represents and warrants to have full ownership of or accessibility to the data, information and contents that may be provided to YNAP, and YNAP's use of them pursuant to this Contract does not violate any third party right nor law and/or regulations.

5. DEACTIVATION OF SUPPLIER USAGE

5.1 YNAP has the right to deactivate the Supplier's usage effective immediately and without prior notice, should the rules dictated by the General Conditions of the Supplier or the Regulations be violated.

6. LIMITED LIABILITY AND LACK OF GUARANTEES FROM BRAVOSOLUTION and/or YNAP

6.1 BravoSolution and YNAP may only be held liable for direct material damage caused by their own nonperformance, fraud, negligence, or wilful misconduct in performing this contract, excluding any liability and/or obligation to provide compensation for immaterial damage and indirect damage, including therein, for example, this list not being exhaustive: loss of business opportunities, lost earnings or lost savings, third party claims for compensation or damage to image. The Supplier uses the Platform under its own responsibility and risk, and BravoSolution and YNAP may not under any circumstance be held liable for any damage of any kind whatsoever that derives solely from using the Platform.

6.2 BravoSolution and YNAP are in no way liable for any damage resulting to the Supplier from the malfunctioning, delay or non-use and/or interruption or suspension from usage of the Platform, caused by:

(a) events of "**Force Majeure**", which are understood to be, by way of an example, one of the following events: an interruption of power or telephone lines or connections to the network due to third parties, strikes, industrial disputes, wars, reasons of state, or civil or military authorities, embargoes, acts of vandalism or terrorism, epidemics, floods, fires and other natural disasters;

(b) improper use of the Platform by the Supplier and/or Buyer;

(c) operating defects in connection devices used by the Supplier and/or Buyer;

(d) damage to the computer systems, telecommunications devices and/or technological systems of BravoSolution for a period of no more than 30 (thirty) days.

6.3 The Supplier acknowledges and agrees that:

(i) YNAP reserves the right to interrupt and/or suspend use of the Platform, and/or revoke the Supplier's registration and authorisation at any time, merely by providing notice thereto, without incurring any liability whatsoever towards said party;

(ii) YNAP neither guarantees nor commits to any stipulation of a sales agreement, or to any other type of contract whatsoever;

(iii) BravoSolution exclusively provides a technological tool, and in any case remains outside of any stipulation of a sales agreement between the Buyer and Suppliers, as well as any objection that could arise between them with regard to the contractual agreements developed through the Platform;

(iv) the Platform may be used in the factual and legal state in which it is found at the time the Supplier accesses it, and is free of guarantees of any kind. Therefore, the Supplier waives all express or implicit guarantees whatsoever, including, merely by way of example, the guarantee of suitability for a specific use or aim;

(v) With the Terms and Conditions, neither BravoSolution nor YNAP assumes any obligation towards the Supplier;

(vi) Neither BravoSolution nor YNAP guarantees the capacity to act or good faith of those using the Platform;

(vii) Neither BravoSolution nor YNAP guarantees the access, truthfulness, completeness or legal conformity and compliance with third party rights of the content on the website, which could refer to potential links inserted in the Website.

6.4 Notwithstanding the terms of the preceding paragraph and articles, BravoSolution and YNAP may not in any case be

called upon to provide compensation to Suppliers for any damage in an amount above €10,000.00.

7. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

7.1 The content and information offered to the Supplier through the Website, the Platform and the software used are exclusively owned by YNAP, or granted to it through a license from third parties, and are protected by copyright and by other intellectual property rights (including therein the rights over databases).

7.2 The Supplier promises not to download, reproduce, transmit, sell or distribute, in part or in full, for any reason, the content and information that is available on the Website or received through the Platform, without YNAP's express written authorisation, and in any event, for purposes other than the one that granted access to the Website and use of the Platform.

7.3 The Supplier agrees that the Registration Data, as well as the data and information that was subsequently provided, will be entered into a database established by YNAP and exclusively owned by it.

7.4 The Supplier grants YNAP and BravoSolution, free of charge, the right, which is not exclusive and without territorial limitations, to use one or more distinctive marks within the limits of whatever is necessary for the Platform to correctly function.

8. PROCESSING OF PERSONAL DATA

8.1 YNAP, as an independent data controller, shall process personal data relating to the legal representatives, employees and associates of the Supplier involved in activities relating to this Contract and can be contacted as follows: YNAP S.p.A., via Morimondo n. 17, 20143 – Milan (MI), Italy; Tel.: +39 02 83112811; E-mail: privacyteam@ynap.com.

YNAP has appointed a Data Protection Officer (DPO) who can be contacted directly as follows: Data Protection Officer - DPO at YNAP S.p.A., via Morimondo n. 17, 20143 – Milan (MI), Italy; Tel.: +39 02 83112811; E-mail: DPO@ynap.com

YNAP declares that personal data relating to the legal representatives (name, address, tax code, place and date of birth, e-mail address), employees and associates of the Supplier (name, e-mail address, information relating to business activities), whether collected from the data subject, provided by the other party or, for data relating to legal representatives only, acquired from publicly accessible sources (such as for example the business register kept by chambers of commerce) will be processed solely for the following purposes: (i) to fulfil this Contract and perform the related services and obligations (this processing is necessary in order to satisfy the legitimate interest of the data controller, i.e. to enter into and maintain contractual relations with the other party under which the legal representative or employee/associate is contractually bound), and (ii) to fulfil the following legal obligations (this processing is necessary to fulfil a legal obligation to which the data controller is subject).

The aforementioned personal data will be stored for administrative reasons for a period of 12 (twelve) months from the date of termination of this Contract for any reason whatsoever, except in cases where storage for a longer period is required due to any dispute, request made by the relevant authorities or pursuant to relevant legislation. Only the data necessary to fulfil legal requirements will be kept for the

duration required by the applicable tax and administrative-accounting laws. At the end of the storage period, the data will be deleted or anonymised. The Contract, along with the personal data contained therein, will be kept for 10 (ten) years from its finalisation.

Exclusively for the purposes indicated above, the data will be disclosed to the parties designated and authorised by YNAP to process the personal data, and may be transmitted to their respective processors, such as companies providing Internet and computer services (including BravoSolution), management and storage of tax and accounting documentation, parent companies and subsidiaries.

Personal data may also be transferred to countries outside the European Union; in such cases, the transfer will take place only if the European Commission has established by its own decision that the third country ensures an adequate level of protection or, in the absence of such a decision, if: (a) standard data protection clauses adopted by the Commission are in place; (b) standard data protection clauses adopted by the supervisory authority and approved by the Commission are in place; (c) a code of conduct is adopted, together with a binding and enforceable undertaking by the controller or processor in the third country to implement appropriate safeguards, including with regard to the rights of data subjects; (d) a certification system is put in place, together with a binding and enforceable undertaking by the controller or processor in the third country to implement appropriate safeguards, including with regard to the rights of data subjects. The legal representatives, employees and associates of either party can visit the 'Adequacy Decisions' page of the European Commission website via the following link [https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries_en] to obtain information on the existence or absence of an adequacy decision by the European Commission, or, in the absence of such a decision, they may contact the other party to determine the appropriate or suitable safeguards and means of obtaining a copy of such data or the storage location.

It is necessary to provide the data of the legal representatives of each party in order to enter into this Contract, while the data of the employees and associates of each party is necessary in order to carry out this Contract. Failure to provide such data will therefore make it impossible to enter into and/or carry out this Contract.

The legal representatives, employees and associates of the Supplier (as "data subjects") have the following rights:

- a) the right to access their personal data, i.e. to be informed of whether or not personal data concerning them is being processed and, if so, to be granted access to their personal data and information regarding its processing;
- (b) the right to rectify their personal data, i.e. to obtain correction, modification or updating of any inaccurate or out-of-date information, and to obtain the rectification of incomplete personal data, including by providing a supplementary statement;
- c) the right to the deletion of personal data when such data (i) is no longer necessary for the purposes for which it was collected or processed, or (ii) has been processed unlawfully, or (iii) must be deleted in order to comply with a legal requirement, or, lastly, (iv) there is an objection to its processing (see below "right of objection") and there is no overriding legitimate reason for the party to process it regardless. The right to deletion cannot be exercised in the

event that the personal data must be processed in order to comply with a legal requirement to which the party is subject, nor to establish, exercise or defend a right in judicial proceedings;

(d) the right to restrict the processing of one's own personal data, i.e. to require the party to store such data without being able to use the same. This right may only be exercised if (i) the accuracy of the personal data is disputed, for the period necessary for the party to verify the accuracy of the personal data, or (ii) the data processing is unlawful and the restriction of the use of the data is requested, rather than its deletion, or (iii) although the party no longer needs the personal data for the processing purposes, such data is necessary to establish, exercise or defend a right in judicial proceedings; or (iv) an objection has been expressed to such processing (see below "right of objection"), pending verification that the legitimate reasons of the party override those of the data subject;

e) the right to lodge a complaint with a supervisory authority (the complaint is used by the data subject to contact the authority to complain about a breach of the rules governing the protection of personal data and to request an investigation). In particular, they may contact the supervisory authority of the EU Member State where they reside, where they work or where they consider that the rules on the processing of personal data have been breached. Further information on complaints or how to submit a complaint can be found on the website of the Italian supervisory authority [<http://www.garanteprivacy.it/web/guest/home/docweb/-/docweb-display/docweb/4535524>].

The legal representatives, employees and associates of the Supplier are also entitled to object at any time to the processing of their personal data on grounds relating to their particular circumstances. In any such case, YNAP shall refrain from further processing of personal data unless it can prove the existence of legitimate and compelling reasons for the processing which override the interests, rights and freedoms of the data subject, or to establish, exercise or defend a right in judicial proceedings;

The legal representatives, employees and associates of either party may contact the other party using the above contact details with regard to the exercise of these rights.

8.2 The Supplier undertakes to promptly inform their employees and associates involved in the activities related to this Contract of the content of the information on personal data processing contained in paragraph 8.1 above and to fulfil all necessary requirements so that the personal data of the above-mentioned parties is processed in compliance with current legislation.

9. COMMUNICATIONS

9.1 Any communication relating to the Contract must be sent:

(a) for the Supplier, by e-mail, at the address communicated by it in the Website registration instrument;

(b) for YNAP, at the e-mail address: procurement@ynap.com

(c) for BravoSolution, at the e-mail address: info@BravoSolution.com.

9.2 Where provided in the Contract, communications shall be sent via letter sent registered mail with request for acknowledgement of receipt:

(a) for the Supplier, to the address noted by it in the Website registration instrument;

(b) for YNAP, at the address indicated in the corresponding information section within the Website www.procurement.yoxx.biz.

(c) for BravoSolution Italia SpA, at via Rombon n. 11 – 20134 Milan.

10. AMENDMENT OF SUPPLIER CONDITIONS

10.1 The Supplier agrees that YNAP may amend the Terms and Conditions at any time, by sending notice via fax or e-mail, providing proof of receipt, to the addresses indicated in Article 9 above.

10.2 The amendments are agreed to have been tacitly accepted by the Supplier whenever YNAP does not receive, within 15 (fifteen) days of sending the communication indicated in the preceding article via e-mail, a written notice sent registered mail with request for acknowledgement of receipt (sent in advance via e-mail) by the Supplier declaring that it does not accept the changes that were made.

10.3 In any event, the Supplier's use of the Platform shall be considered acceptance of the changes made by YNAP.

10.4 It is understood that the Supplier's acceptance of the modifications may not be partial and must be understood to refer to the entirety thereof.

10.5 This is without prejudice to the Supplier's ability to withdraw from the Contract following the notice indicated in Art. 10.1.

11. THIRD PARTY CONTRACT

11.1 The Supplier acknowledges that the Contract is signed with YNAP, and also in favour of subsidiaries that are controlled by the latter, and in favour of BravoSolution. Consequently, the rights in favour of the Buyer and/or BravoSolution which arise from the Contract may be asserted directly, including by the subsidiaries of YNAP and/or by BravoSolution with regard to the Supplier.

12. CONFIDENTIALITY OF COMMERCIAL INFORMATION - COMPUTER SECURITY

12.1 The commercial data and information relating to each Event is processed by YNAP as strictly private and confidential.

12.2 YNAP and BravoSolution establish the most adequate technical and procedural precautions in an effort to guarantee information security throughout the Events.

13. APPLICABLE LAW AND EXCLUSIVELY COMPETENT FORUM

13.1 The Contract is governed by, and shall be interpreted according to, Italian law.

13.2 Any dispute pertaining to and/or relating to the Contract shall be subject to the exclusive authority of the courts of Milan.

14. COMPLIANCE WITH LEGISLATIVE DECREE 231/2001

The Supplier declares that it is aware of the fact that YNAP, in accordance with the provisions indicated in Legislative Decree No. 231 of 8 June 2001 governing the administrative liability of entities, has adopted a Code of Ethics and an Organisation, Management and Control Model (published on the website www.ynap.com), and therefore agrees to accept and comply therewith, for the purposes of performing these Terms and Conditions within their corresponding time limit. A failure to comply with the aforementioned provisions shall

entitle YNAP to terminate these Terms and Conditions early, effective immediately, without prejudice, in any event, to the right to compensation for damage.

STAMP AND SIGNATURE OF THE SUPPLIER

DATE

Pursuant to and for the purposes of Art. 1341 of the Civil Code, the Supplier declares to have fully understood and to expressly approve the agreements contained in the following articles

- of the Terms and Conditions: 3.3, 6.1 (limitations on liability); 3.7, 6.2, 10.2, 10.4 (limitations on the authority to make objections); 5.2, 6.2 (authority to withdraw from the contract); 6.2 (authority to suspend performance of the Contract); 10.2, 10.3 (forfeiture); 13.2 (exclusively competent forum); 14 (termination clause);
- of the Regulations: 3.3, 4.3, 4.4, 5.2, 6.5, 10.3, 11.2, 11.3, 11.4 (limitations on the authority to make objections); 8.2, 8.3, 8.5 (authority to suspend performance of the Contract); 8.2, 8.6 (limitation of liability); 8.2, 8.3, 8.5, 8.6 (right of withdrawal).

Appendix: Regulations on participation in Dynamic Negotiation, Request for Proposals and any other event that may be performed through the YNAP Platform.

STAMP AND SIGNATURE OF THE SUPPLIER

DATE

PRIMARY ACCOUNT INFORMATION (ART. 3.6)

BUSINESS NAME OF THE SUPPLIER:

REPRESENTED BY:

FIRST NAME:

SURNAME:

TITLE:
