

## TERMS OF USE CHIESI VENDOR PORTAL ("Terms of Use")

Update March 2022

### 1. PREMISES

1.1. Chiesi Farmaceutici S.p.A. and the other companies forming part of the Chiesi Group (hereinafter "Chiesi", "we", "us", or "our") and its supplier BravoSolution S.p.A ("BravoSolution") – owner of the technological platform – realized a portal to manage the qualification of Chiesi vendors, accessible at the following webpage [www.chiesi.bravosolution.com](http://www.chiesi.bravosolution.com) ("Portal").

1.2. The purpose of this document is to define the Terms of Use according to which certain parties, in carrying out their entrepreneurial, institutional or professional activities (hereinafter, "Vendor" or "Vendors") can enroll to Chiesi's vendor Register ("Register").

1.3 The Register provides the list of Vendors that Chiesi may consider – in its sole discretion – eligible to enter into service and/or supply agreements.

### 2. REGISTRATION

2.1. The registration to the Portal is a mandatory condition to access the Register. To this end, the Vendors shall communicate to Chiesi, in a true and correct way, their company data and all information deemed necessary or useful for their identification ("Registration Data").

2.2. During registration, the Vendor chooses one or more identification codes (User ID) and receives one or more keywords (Password), which are strictly personal and not transferable. The registration is considered completed only when the Vendor receives the validation by Chiesi. Should the data provided by the Vendor during the registration phase be untrue or incomplete, Chiesi reserves the right not to accept the activation.

2.3. The Vendor commits not to disclose them to third parties and to protect them and to keep them with the utmost diligence. The Vendor will be deemed the sole responsible for the use of their User ID(s) and/or Password(s).

2.4. The Vendor designates the person authorized to use the Portal ("Main Account"). In lack of a specific designation, the first registered User ID will be considered the Main Account.

2.5. The Main Account shall be designated by the Vendor exclusively among those persons (employees, legal representatives or persons delegated by the Vendor) who have the competences and powers necessary to carry out the vendor qualification process set out by Chiesi through the questionnaires reported within the Portal. Vendor will be responsible for the thoughtfulness, correctness and completeness of the Registration Data, as well as of any further information communicated to Chiesi and/or BravoSolution through the Portal.

2.6. The Vendor has the possibility to:

- i. enable other parties to use the Portal ("Operating Accounts");
- ii. withdraw activation, broaden or narrow the scope of the powers granted to the Operating Accounts.

It is understood that Chiesi may, at its complete discretion, decline any request for activation or extension of the Operating Accounts submitted by the Vendor.

## DISABLING

Chiesi has the right, in its sole discretion, to temporary or permanently disable the Vendor's access to the Portal at any time.

### 3. CHIESI AND VENDOR'S DUTIES

3.1. In relation to the use of the Portal, the Vendor commits:

- i. to comply with the provisions set forth within this Terms of Use;
- ii. not to carry out non-competitive activities or activities in violation of laws, regulations and/or third party's rights and not to spread false, misleading or illegal information or in violation of the personal data protection applicable laws;
- iii. to manage any data and information kept through the Portal as strictly confidential and reserved;
- iv. to use and configure hardware and software to guarantee information technology security while accessing and using the Portal.
- v. to have the full ownership and availability of any data, information and contents provided to Chiesi and that their use according to this Terms of Use, does not infringe any third party's right, as well as any laws and/or regulations.

3.2. The Vendor commits to indemnify and hold Chiesi harmless from any claim, complaint, legal action of any kind for the damages suffered (also by third parties) as a consequence of the use of the Portal by the Vendor and of the use of Registration Data (including by Chiesi, or by any other entity).

### 4. LIMITATION OF LIABILITY

4.1. To the maximum extent permitted by applicable laws, Chiesi and BravoSolution will not be held liable for any damages (including loss of business, loss of profits, loss of data, reputational damages, third-party actions or claims) the Vendor may suffer as a consequence of the use of the Portal, as well as of the information contained therein and as a consequence of any malfunction, force majeure events, delay or non- use and/or interruption or suspension of the use of the Portal.

4.2. In such regard, the Vendor acknowledges and agrees that the Portal is usable as it is, without any kind of warranties; therefore, the Vendor waives any and all warranties, including (by way of example) its insertion within the Register.

### 5. INDUSTRIAL PROPERTY RIGHTS

5.1 The content and information offered to the Vendor through the Portal are property of Chiesi or BravoSolution S.p.A. and must be considered strictly confidential.

5.2 The Vendor commits not to download, reproduce, transmit, sell or distribute, in whole or in part, in any form, the content and information available or received through the Portal, without BravoSolution and Chiesi specific, prior written consent and for any purpose other than that of permitting access and use of the Portal.

5.3 The Vendor represents and warrants:

- i. to have the full and exclusive ownership of its trademarks and that their use by Chiesi in

- connection with the operation, use or maintenance of the Portal , does not infringe any third party's right, as well as any laws and/or regulations;
- ii. to have the full ownership and availability of any information and contents provided to Chiesi according to this Terms of Use, and that their use does not infringe any third party's right, as well as any laws and/or regulations.

## 6. PERSONAL DATA PROTECTION

Personal data included in the Registration Data, as well as in all the information provided by the Vendor through the Portal will be controlled by Chiesi in compliance with the applicable personal data protection laws, as further specified in the "Privacy Notice" that the Vendor must read and accept when registering to the Portal.

## 7. COMMUNICATIONS

**7.1.** Any communication relating to this Terms of Use shall be sent:

- i. with regard to the Vendor, via e-mail or certified email (PEC), to the e-mail addresses communicated to Chiesi during the registration phase;
- ii. as for Chiesi at the following e-mail address: [chiesi@bravosolution.com](mailto:chiesi@bravosolution.com) or to the PEC address indicated in the relevant section of the Portal.

## 8. INFORMATION CONFIDENTIALITY – INFORMATION TECHNOLOGY SECURITY

**8.1.** The Registration Data and any further data and/or information communicated during the qualification process will be managed, respectively, by BravoSolution, Chiesi and the Vendor as strictly confidential and reserved.

**8.2.** BravoSolution, Chiesi and the Vendors commit to put in place, as far as they are concerned, the most appropriate technical and procedural measures to ensure information technology security during the execution of the activities on the Portal.

## 9. APPLICABLE LAW AND JURISDICTION

This Terms of Use are governed under Italian law. Any dispute arising from the interpretation, execution and/or termination of this General Conditions will be brought before the Courts of Milan.

## 10. AMENDMENTS

**10.1** Chiesi has the right to amend this Terms of Use at any time, upon notification to the Vendor to be sent at the addresses set out under clause 7 of this document.

**10.2** The Vendor has always the right to ask for the disabling of its Main Account / Operating Accounts following the notification under 10.1. The amendments will be considered as accepted, in case the Vendor keeps using the Portal following the notification under 10.1.

## 11. ACCEPTANCE

**11.1.** The Vendor declares that it has read and accepted this Terms of Use.

**11.2.** Through the acceptance of this Terms of Use, the Vendor declares that the questionnaires reported within the Portal will be filled in by a person duly authorized to represent the Vendor, as reported under clause 2.4. of this document.