

## Terms & Conditions

The following Terms and Conditions apply to all users registered with a “Vendor” profile (i.e. organizations that can supply equipment and/or services).

“Buyer” profile (i.e. organizations to whom SupplHi provided access on platform for Vendor Management purposes) has dedicated Terms and Conditions that are part of each individual contract.

### Our Mission

SupplHi is the SaaS Vendor Management platform for industrial equipment and services. Our mission is to allow companies from all over the world to implement their supplier base management processes in the most efficient and compliant way, in accordance with the best international market practices.

SupplHi makes its digital infrastructure available to the industrial B2B industries with the objective of increasing efficiency, reducing costs and creating more opportunities for Buyers and Vendors, on a global level.

You can also use our website by navigating the free pages as a Visitor, where you need no log in, but you cannot access all relevant contents and information provided by other Users. When you use our Services, you become a part of our network and you agree to use it wisely and in accordance with the rules of our community.

### Agreement

When you register on our website, you or the company on whose behalf you are registering are entering into a legal agreement with SupplHi S.r.l. Società Unipersonale, Via A. Calabiana, 6 - 20139 Milano, Italy, registered at C.C.I.A.A. on Milan with number 09721660968, R.E.A. MI 2110015, with Fiscal Code and VAT number IT 09721660968, info@supplhi.com (hereinafter simply “SupplHi”), and you agree to all of the following terms. Specifically, you agree that by clicking “Submit” in the User Registration page you are entering into a legally binding agreement (even if you are using our Services on behalf of a company).

If you are empowered by your company to act as its representative, you are entering this agreement on behalf of your company. You both are subject to the rules established in this agreement. If you are not empowered, you act on your behalf, and you are bounded by this agreement personally. By using our website, you confirm that you are at least 18 years old and that you are eligible to enter this agreement according to the following conditions.

### Data Protection

The processing of personal data, if any, shared with SupplHi will be performed in compliance with the relevant regulation on personal data protection and according to our [Privacy Policy](#).

Unless you give us your express consent, any personal information you provide us with will be used by SupplHi only for the purposes of performing the Service or when required by the law.

### Service

SupplHi SaaS allows Vendor to gain an additional commercial channel for industrial supplies through the visibility gained towards the Buyer organizations that leverage on the platform.

SupplHi does not decide if a Vendor is qualified or not, neither within the network of the Platform nor with a specific Buyer organization. SupplHi role is to provide Buyers- through platform – with access to structured and constantly updated information on Vendors, as well as a software to perform Buyer's Vendor Management activities.

You and other Buyer users will be able to extract the information you display on our website in a simple way, by using our tools. Therefore, please be aware that the information you provide us with might become available on-line also beyond SupplHi's control.

SupplHi provides the following Services to Vendor at no cost:

- Have a single Super-User of the Vendor company able to manage multiple Users connected to the same Vendor company and to handover, on platform and at any time, its role as User-User to the preferred colleague;
- Host on platform information provided by Vendor in the Vendor Onboarding and Vendor Registration phases;
- Host on platform information provided by Vendor in the Vendor Questionnaire phase - available to Vendor once completed the Vendor Registration phase;
- Support Vendor in the Vendor Registration and Vendor Questionnaire phases, generate a list of missing information and perform quality assurance to information provided by Vendor;
- Once the Vendor reaches 100% information completion with quality assurance by SupplHi, make the information provided by Vendor visible to Buyers that SupplHi provided access to on platform;
- Allow Vendor to apply for candidacy to the Qualification process with Buyer organizations that leverage on this functionality on platform;
- Allow Vendor to complete questionnaires that are specific for a Buyer organization;
- Make available the access to the Vendor profile to a limited number of Buyer users identified by the Vendor and not already present on SupplHi ("Token Buyer" access);
- Notify Vendor of expiring information and allowing the update on platform;
- Allow Vendor to receive Requests for Information (RFIs) by Buyer organizations through the contacts provided by Vendor;
- When possible, associate the Vendor company to unique identification codes provided by international data providers;
- Access to a sample of Market Compass tool that helps Vendor scout for Buyer organizations by providing information on planned and newly awarded projects.

Other Services between the Vendor and SupplHi are regulated by dedicated Terms of Conditions of the specific Service.

### **Cost of the Service**

SupplHi will provide you the Services described in this agreement at no cost.

### **Account and User's Obligations**

By using our website, you declare that you are not already restricted by SupplHi from using the Services.

To use the Services, you agree:

1. to have only one account, and your company will have at most one SupplHi account as a Vendor;
2. that such account will be in your real name and in the real name of your company;
3. to comply with all applicable laws and internal policies, including, without limitation, privacy laws, intellectual property laws, anti-spam laws etc.;
4. to use the Services only for professional purposes;

5. not to act unprofessionally, including by posting inappropriate, inaccurate content, contacting any other User with any kind of non-required communication, or act in an unlawful, libellous, abusive, obscene, discriminatory or otherwise objectionable manner;
6. not to use or attempt to use any other User's account;
7. not to harm another person or damage any other company using our network.

You agree to choose a safe password and to keep it a secret. You agree not to share an account with anyone else.

You will answer the questions on platform and provide updated answers as necessary. You ensure that the information provided to SupplHi:

1. is accurate;
2. is promptly maintained up to date;
3. does not contain anything that infringes the right of any third party, that your company did not allow you to share or is otherwise unlawful. You agree not to violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights, not to add content that is not intended for, or inaccurate for, a designated field (e.g. submitting a telephone number in the "email" or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by SupplHi);
4. reflects the equipment and services provided by Vendor.

### Information Provided to SupplHi

Please, be aware that when you provide us with information, others can see, copy and use that information. Information and content that you provide us with will be seen by Buyer Users.

Please, be aware that, in order for us to provide Vendors and Buyers with our service and for compliance reasons, all interactions or changes to your Vendor company profile on platform are logged and stored by SupplHi. For such reasons, you and SupplHi will be able to access the logs. Only company data and no personal data - excepted for the user email - will be stored to this end.

Please, be also aware that, in order for us to provide Vendors and Buyers with our service, all interactions or changes to your Vendor company profile on platform are logged and made visible to the Buyers. Nevertheless, no personal data are processed or shared to this end.

Please, be aware that, in order to provide Users, Vendors and Buyers with a better service, the information you provide us with might be displayed in connection to other information SupplHi can rightfully use regarding your company and the services it provides (for example: financial strength scores provided by Financial Rating Agencies).

SupplHi wants to ensure that, within the limits of the service we provide you with, no information is shared with your competitors. Therefore, no information you provide us with is made visible to your competitors by SupplHi.

To this end, our platform is designed such as to manage the rights of visibilities depending on the Buyer organization. In fact, specific Buyers have access to specific information according to pre-established criteria. In particular, based on the categories of supply of the SupplHi Standard Categorization and on the geographies of utilization. Such controlled access are made to notably prevent Vendors and vertically integrated Buyers from having access to information that can allow to compare themselves to competitors on an individual basis. In case of companies acting both as Buyers and Vendors, two separate profiles are provided, ensuring - by system design - that the Buyer profile does not have access to the information of companies active in the same Families of supply where the Vendor is registered in the category of supply of the SupplHi Standard Categorization. Please, be aware that, notwithstanding all our efforts, when you use SupplHi you are allowing your information to be available on the Internet and, therefore, they will not be a secret.

## Information provided to third parties

On our website we offer the possibility to make available information to third parties (e.g. Buyer organizations), also through questionnaires that can be specific for a Buyer organizations (hereinafter "Application Buyers"). In these cases, you will be offered the opportunity to make available information individually with Application Buyers. Such information will not be accessible to other SupplHi's users and it will be regulated by dedicated agreements between your company and the Application Buyer.

None of the activities related to third parties are imposed by SupplHi, who only provides the technical possibility for making available information to Buyers. For this reason, SupplHi cannot be held liable for any damage, direct or indirect loss or other issues arising from the autonomous development of such relationships with third parties.

## Liability Limitations

Please, be aware that you are responsible for anything that happens through your account. We will not modify the meaning of the information you provide us with, which will be published under your responsibility on our website. Nevertheless, in case it is required to make it readable to others, we may modify the layout of the information.

Be aware that in case SupplHi were informed of wrongful or inappropriate sharing of information SupplHi may be required by law to remove certain information or content.

When you see or use others' content and information posted on our website you do it at your own risk. SupplHi does not review the content provided by Buyer organizations or other third parties and cannot guarantee its accuracy.

You agree that we are not liable for any content or information provided by you, other users or third parties on our website, and we are not liable for any damage as result of your use of or reliance on it.

## Rights on the Information and on the Software

As between you and SupplHi, you agree to transfer to SupplHi all industrial and intellectual property or copy rights to use, copy, modify, distribute, publish, and process, information and content that you provide without any further consent, notice and/or compensation to you, your company or others.

SupplHi reserves all of its intellectual property and industrial rights on the services provided and on the software, as well as on all of the databases or information created by the use of its software or produced through the website.

You also promise not to modify, copy or create derivative works of SupplHi, the Services or any related technology (except as expressly authorized by SupplHi), not to copy or use the information, content or data on SupplHi in connection with a competitive service or in case of system integration, not to reverse engineer, disassemble, decompile, decipher or otherwise attempt to derive the source code for the Services or any related technology or any part thereof and not to monitor the Service, performance or functionality of SupplHi for any competitive purpose.

## Logo use

You authorize SupplHi to use your company's logo and logotype in marketing material (company website, emails, brochures, presentations, etc.) for the purpose of identifying your company as a Vendor organization active on SupplHi.

SupplHi authorizes your company to use SupplHi's logo and logotype in marketing material (company website, emails, brochures, presentations, etc.) only for the purpose of identifying your company as a Vendor organization active on SupplHi.

The logos cannot be modified or changed in any way and may only be used for the stated purpose. The logos shall not be used in any manner which may be considered disparaging or negative.

You promise not to use the word "SupplHi" in any business name, email, or URL if not with SupplHi's consent.

### Service Improvement and Modification

In order to improve our service, we may add, modify or delete any category of the Standard Categorization and service as well any questions addressed to Vendor.

We may change and modify the service prices or our Terms & Conditions. To the extent allowed by law, these changes may be effective if, upon notice provided to you, you decide not to terminate this contract.

### Withdrawal

You may withdraw from this agreement at any time. Upon withdrawal, you will lose the right to access or use the Service. Users' rights to further re-share content and information you provided through the Service to the extent it was copied or re-shared prior to termination will survive the contract termination.

If you want to close your SupplHi account, please contact our Team at [info@supplhi.com](mailto:info@supplhi.com).

SupplHi retains the right to limit your use of the service if required to do so by any competent authority or in case of legitimate concern about unlawful use of our website. If such unlawful use is confirmed, SupplHi retains the right to terminate the present contract.

### Governing Law and dispute Resolution

This contract shall be governed by, construed, and interpreted in accordance with the laws of Italy.

Any dispute arising out of or connected to this contract shall be submitted to the exclusive jurisdiction of the Court of Milan.

### How to Contact Us

Online at: [www.supplhi.com](http://www.supplhi.com)

By email at: [info@supplhi.com](mailto:info@supplhi.com)