



CONTRACT FOR ACTIVATION ON THE McDONALD'S DEVELOPMENT ITALY LLC E-PROCUREMENT PORTAL

1. INTRODUCTION AND GENERAL PRINCIPLES

- 1.1. **McDonald's** Development Italy LLC (hereinafter referred to as **McDonald's**), has created an area (hereinafter called Portal) for conducting online Negotiations (hereinafter, for brevity the Events) on the Technological Platform owned by BravoSolution (hereinafter, for brevity the Platform). The platform, consisting of a hardware and software, is the property of BravoSolution S.p.A and is licensed to **McDonald's**.
The portal is available at the web address <https://mcdonalds-procurement.bravosolution.com>.
- 1.2. The purpose of this document (hereinafter the Agreement) is to define the terms and conditions under which certain parties, as part of their business, be it institutional or professional (hereinafter the Participant or Participants) will participate by invitation to Dynamic negotiation events (DN or Auction), Request for Quotation (RFQ) and other events (the "events") organized on the Portal by **McDonald's** and by Companies for which **McDonald's** has a mandate to manage purchases (in such capacity, **McDonald's** is hereinafter also referred to as "the Purchaser"). Participants may also enroll in the **McDonald's** Vendor Management Area (Register), which contains the list of **McDonald's** suppliers of goods, services and works who are in possession of the general requirements and professional skills, appropriate for contract awarding in accordance with the procedures of the Group, i.e. **McDonald's** Development Italy LLC, McDonald's Europe and **McDonald's** Corporation.

2. REGISTRATION AND PARTICIPATION IN EVENTS

- 2.1. A necessary condition for participation in events is registration on the Portal. To this end, the Participant shall communicate to **McDonald's** in a true and correct way their company data and all information deemed necessary or useful by **McDonald's** for their identification (the **Registration Data**). In the case that this information needs to be modified or updated, the same Participant can make changes by directly accessing the area of the Portal dedicated to personal data. This does not include the Company name, or VAT and Tax Codes which, in case of change will require a new registration on the part of the Participant.
- 2.2. During registration, the participant chooses one or more identification codes (User ID) and are assigned to one or more keywords (Password), which are strictly personal and not transferable. The registration is considered complete only following activation of the Password and User ID by **McDonald's**. Should the Participant provide data which is untrue or incomplete during registration, **McDonald's** reserves the right not to accept activation, by giving notice to the Participant.
- 2.3. The *User ID* and *Password* are strictly personal and not transferable. The Participant agrees not to disclose them to third parties and to protect them and keep them with the utmost diligence. The Participant will be solely responsible for the use User ID(s) and / or Password(s) by third parties.
- 2.4. The Participant agrees in any case to immediately report to **McDonald's** dedicated number any possible theft or loss of either User ID or password, carrying out a request for password recovery and modification.
- 2.5. The participant can take part in the events, only if invited by **McDonald's**, using a standard personal computer equipped with a Web browser, connected to the Internet. Therefore, **McDonald's** decision to invite participants to events is entirely discretionary and unquestionable. The purchase, installation and configuration of hardware and software are the sole responsibility of the Participant.
- 2.6. Events are governed by the Contract, by an Invitation Letter, (the **Letter of Agreement**) and the provisions and definitions contained in the information sections of the **Portal**.
- 2.7. Participation in Events on the part of Participants implicates your acknowledgment and acceptance, unless otherwise agreed, of the content of the documents attached to each single event by **McDonald's**. The annexes are available online by accessing your Personal Folder (Folder), using your User ID and Password.



3. ONLINE NEGOTIATIONS (THE EVENTS)

- 3.1. The Events that will be carried out on the Portal may be of the following types: Requests for Information (RfI), Requests for Quotation (RfQ) and /or Dynamic Negotiations (DN).
- 3.2. The **Request for Information** involves the request of pre-qualification information and / or the sending and subsequent subjection, in an electronic format, of an initial technical / economical offer which offers a non-binding indication of the terms and the technical and commercial conditions.
- 3.3. The **Request for Quotation** involves the request for receipt and subsequent subjection, in an electronic format, of a binding economical offer regarding the exchange of Goods, Services and Works.
- 3.4. The **Dynamic Negotiation** involves a mechanism for defining by electronic means certain essential elements for the conclusion of commercial transactions, such as the definition of successful Supplier(s) Participant(s), and relative pricing regarding the exchange of Goods, Services and works.
- 3.5. The **RfI**, **RfQ** and the **DN** take place between a buyer and one or more participants, each subject acting within their own institutional or professional business, and being registered to the portal, through upload of offers (**Quotations**) to the Portal.
- 3.6. The general principles ruling the execution of Events as well as participation in the Events themselves are: equal opportunities for every participant, transparency, good faith, fairness, and respect of confidential information and of the law.
- 3.7. This Agreement sets forth methods, rules, obligations and general rules that **McDonald's** and Participants must adhere to during the course of events. Further specific provisions relating to each individual event, binding to **McDonald's** and for Participants, will be indicated in the subsequent Letter of Agreement, in the relevant information section of the Portal, and in the communications that are sent between **McDonald's** and the participants during the events using tools available on the portal itself.

4. NOTIFICATIONS REGARDING THE EVENTS

- 4.1. The actions and communications executed by **McDonald's** and the Seller(s), or by BravoSolution S.p.A towards them, during the Events may be carried out in two different ways, which may be combined: a) on-line; b) off-line. **McDonald's** and Participants are obliged to use the on-line method, where available. In the case of discrepancies between on-line and off-line communication, that which has been sent or uploaded on the Portal will take precedence.
- 4.2. The on-line alternative implies that **McDonald's** and/or the Seller(s) insert their data and offers, interact with BravoSolution S.p.A and between them express their intentions using the functions and tools available on the Portal, including the messaging tool.
- 4.3. The off-line alternative implies that **McDonald's** and the Seller(s) interact with BravoSolution S.p.A., transmitting information and data, as well as instructions and intentions via fax, e-mail or phone. In regards to phone communication, BravoSolution S.p.A. in compliance with the law, may record the phone conversations occurred between **McDonald's** and the Seller(s). **McDonald's** and the Seller(s) accept that such recordings by BravoSolution S.p.A. constitute evidence of the facts and circumstances in question, also in reference to 8.2 in the case of interruption of the connection to the Portal by one or more Seller(s).

5. EXECUTION OF THE EVENTS – GENERAL PROVISIONS

- 5.1. **McDonald's** and the Seller(s) accept that for the entire duration of the Events including the execution, closing, awarding, interruption, suspension, re-starting and/or cancellation, the submitted Offers, the communications carried out, the official current time and the remaining time are only those registered on the Platform by the tracking and telecommunication systems of BravoSolution S.p.A. and that such recordings carried out by BravoSolution S.p.A. constitute evidence of the facts and circumstances in question.
- 5.2. The Seller(s) accept that the system does not at any time allow them to view the identity of any other Seller(s) during the execution of the Events.
- 5.3. In the case that the ND is derived from a previous RfQ on the Portal, **McDonald's** and the Sellers acknowledge and accept that the Offers submitted in RfQ may constitute, at **McDonald's** discretion, the first bid of every Supplier submitted in the subsequent ND.
- 5.4. The awarding or non-awarding notification to the participants in the Event is to be completed directly by **McDonald's** after the closing of the Event and the passage of adequate time to complete the necessary



technical evaluation. Any eventual notification through the Portal regarding the awarding and/or non-awarding of the Event after the closing of the Events is in any case to be considered preliminary and subject to further technical verification, being necessary a further and expressed confirmation to this regard. Participants agree to waive their right, with immediate effect, to raise any objection regarding the awarding or non-awarding of the event.

- 5.5. The special provisions relating to each event are specific to each individual event and can be viewed by any Participant, by accessing their own folder using their User ID and Password.

6. EXECUTION OF THE EVENTS – REQUEST FOR QUOTATION

- 6.1. Each event takes place through the issue and insertion of online offers by the Participants until the closure of the event, according to the methods of implementation and configuration options of the Portal's parameters, as defined in the Letter of Agreement and / or information sections of the Portal .
- 6.2. The event begins with the invitation to participate being sent to the Participants, and ends on the date and time defined by **McDonald's**.
- 6.3. Each Seller may express and submit one or more Offer(s) between the date and hour of beginning and that of the closing, both of which are viewable on the Portal. It is understood that the latest Offer transmitted to **McDonald's** within the closing date will be taken into consideration for the awarding phase. Each Seller is able to send through the Portal, attached to his Offer, documents that clarify the contents of his Offer.
- 6.4. Independently from the configuration options chosen by **McDonald's**, the Offers will be evaluated at **McDonald's** discretion. At the closing of the Event, **McDonald's** may decide not to accept any Offer of the Seller(s) and/or not to award the Event. After the closing, **McDonald's** will notify the Seller(s) who have sent one or more Offer(s) as to the outcome of the Event and/or its eventual conversion into a subsequent ND.
- 6.5. **McDonald's** may award the Event to one of the Seller(s) who have participated in the Event at a different price from that indicated in the submitted Offer. The price of Goods and/or Services and the relevant conditions shall be agreed upon between **McDonald's** and the Seller(s) before the awarding. To do so they may use the messaging tool available on the Portal.

7. EXECUTION OF THE EVENTS – DYNAMIC NEGOTIATION

- 7.1. Each ND consists of the submitting and sending, in real time, through the Portal the Sellers' bids until Event closure, adhering to the operating procedures and the configuration parameters on the Portal as defined in the Letter of Agreement and/or in the information sections on the Portal.
- 7.2. **McDonald's** reserves the right not to accept the Seller's bid accounting for 10 or more minimum decrements (as defined in the parameters section on the Portal) below the amount of the last bid submitted during the Event by one of the Sellers (Irregular Bid). **McDonald's** may set a different identification parameter of the Irregular Bid for every Event and in any case exclude from the Event any Bids which have particularly abnormal features, such as those described above.
- 7.3. **McDonald's** has the power to confer on individual Participants weighting coefficients (Weights), established by themselves at their absolute discretion on the basis of various elements, which are variable according to the Participant and the nature of their commercial proposal, such as, but not limited to the technical characteristics and quality of products offered, the terms and conditions of payment, delivery methods, etc. If Weights are applied to an Event, the implementation of this right by **McDonald's** is made known to Participants also in the Letter of Agreement . Weights cannot be modified once the event has started and therefore remain fixed and unchanged throughout its progress online in real time until awarding is carried out. Participants agree that the weights are not disclosed to them. If the event is carried out using the application of weights, the bids issued during the Event by other Participants are displayed to each participant as they result after the application of the weights themselves. Participants waive with immediate effect, the right to raise any objection regarding the application by **McDonald's** of weights, as well as on the amounts of the offers which result from the application of the weights themselves.
- 7.4. **McDonald's** may define a starting price of the Event (Base Price) and a price at or below which **McDonald's** pledges to award the DN, according to the awarding criteria of the DN itself (Reserve Price).
- 7.5. The DN closes at a date and hour pre-defined by **McDonald's**, using the predetermined closing procedure and may be either awarded or not awarded according to the predetermined awarding



methods inserted during configuration of the parameters on the Portal (Awarding Methods).

8. SUSPENSION, RE-OPENING OR ANNULMENT OF THE EVENTS

- 8.1. Only in the case of a good cause, **McDonald's** has the right to ask BravoSolution S.p.A. for a suspension of the Event for a period of time to be shared between **McDonald's** itself and BravoSolution S.p.A. Communication of the suspension to the Seller(s) will also be through BravoSolution S.p.A.
- 8.2. In case of interruption of the Portal connection by one or more of the Seller(s), BravoSolution S.p.A. has the right to suspend the Event to re-open it after its closing or to continue the execution by submitting the Bids through the Portal according to the off-line assistance procedure as per the provisions detailed in Art. 4.3, without incurring any responsibility on behalf of **McDonald's** or the Sellers.
- 8.3. In case of suspension or reopening as per the previous Articles, the resuming date and hour of the Event and/or the remaining time shall be agreed between **McDonald's** and BravoSolution S.p.A., informing the Seller(s) in a timely fashion. The Event shall then resume on the basis of the latest Bid submitted by the Seller(s) and recorded by BravoSolution S.p.A.'s system that is to be deemed valid under all circumstances.

9. FEE TO BE PAID BY THE AWARDED SELLER/SELLERS

- 9.1. The costs for the use of services and the Platform provided by BravoSolution S.p.A are charged to **McDonald's**, with the exclusive exception of a Seller Fee, imposed by **McDonald's**, and payable by the winning participant (i.e. RFQ and DN), which shall be fixed from time to time before the Event itself, and paid directly to BravoSolution.
- 9.2. Before the beginning of the Event, **McDonald's** must notify every invited Seller, through the document named "Seller Fee", the application methods and the percentage amount of the Fee due to **McDonald's**. Acceptance, signing of the document and its return to BravoSolution at the following fax number: **+39 02 266.002.242** is an indispensable condition for participation in the Event.
- 9.3. Activation on the Portal does not involve payment of any Fee by the Participant.

10. OBLIGATIONS AND GUARANTEES OF MCDONALD'S AND THE SELLERS

- 10.1. **McDonald's** and the Participants undertake to take all precautionary and technical measures to protect the security of data and commercial information exchanged during the Event, and to prevent access to the same by non-authorized third parties.
- 10.2. **McDonald's** and the Participants undertake to use the Portal and the Services in such a way as to not spread false and / or misleading messages and / or material of a pornographic, racist, obscene, profane, defamatory or in any other way offensive nature;
- 10.3. Participants agree to consider faultless and to indemnify BravoSolution, **McDonald's**, its directors, employees and / or agents from any claim, complaint, lawsuit for damages of any kind incurred as a result of the use of the Platform and / or the carrying out of events. **McDonald's** agrees to consider faultless and to indemnify BravoSolution, its directors, employees and / or agents from any claim, complaint, lawsuit for damages of any kind incurred as a result of the use of the Platform and / or the implementation of Events.
- 10.4. The Seller(s) agree to pay BravoSolution S.p.A. the fees previously agreed upon with BravoSolution S.p.A. for every Event to which they have been invited.
- 10.5. **McDonald's** and the Seller(s) acknowledge that BravoSolution S.p.A. provides exclusively, in an autonomous and independent fashion, all Platform related assistance and utilization of services and that it shall not take part and/or intervene in negotiations for the stipulation of the Contract (as defined below).
McDonald's and the Seller(s) therefore acknowledge that all fees owed to BravoSolution S.p.A. in relation to the Event(s) shall in no way be linked to the conclusion of the Contract, the issue or acceptance of a purchase or selling order and/or any possible claims, of whatever nature, that may arise between **McDonald's** and the Seller(s) before, during or after the creation of the Contract.
- 10.6. **McDonald's** and the Participants agree amongst themselves the conditions and time frame within which to evaluate, fairly and in good faith, that the Goods and / or Services offered are in conformity with the description made and the quality promised by the Participants. BravoSolution S.p.A. is completely independent from these checks and assumes no responsibility therefore.
- 10.7. The attached documents represent an essential element of the purchasing contract, which is concluded



following the successful closure of the Event (Sale and Purchase Agreement) between **McDonald's** and the awarded supplier.

- 10.8. **McDonald's** and the Participants reciprocally agree that the Sale and Purchase Agreement, as well as its negotiation, conclusion and execution or absence of the same, is strictly between themselves and that BravoSolution S.p.A remains completely excluded.

11. MCDONALD'S OBLIGATIONS AND GUARANTEES

- 11.1. **McDonald's** shall pledge, in respect to BravoSolution S.p.A. and the Seller(s), to comply with the procedures, obligations and principles of the General Terms and Conditions during the Event.
- 11.2. Should the event end with the final awarding of the contract according to the preceding Article 5.4, and taking into account the verifications referred to in Article 10.6, **McDonald's** is obliged with respect to the Participants, according to the provisions set out in the pre-defined Awarding Methods, to conclude the Sale and Purchase Agreement with the Participant who is the winner following the execution of the Event.

12. SELLERS' OBLIGATIONS AND GUARANTEES

- 12.1. The Seller(s) shall pledge, to BravoSolution S.p.A. and **McDonald's**, to comply with the procedures, obligations and principles of the General Terms and Conditions.
- 12.2. The Sellers shall pledge, to **McDonald's** and, where applicable, to BravoSolution S.p.A., to:
- retain ownership and the availability of goods and / or services offered for the duration of the Event and until its final awarding and the conclusion and subsequent execution of the Sale and Purchase Agreement;
 - provide an accurate, faithful, truthful, and honest description of the Goods and / or Services;
 - not disturb the smooth running of the event through anti-competitive practices or conduct, illegality, behavior which goes against regulations or third party rights, including but not limited to, price fixing and other conditions between some participants at the expense of others, deliberate issue of incorrect bids, etc.; not to offer Goods and / or Services from illegal or doubtful activities; which are counterfeit in violation of the rights of third parties and / or national and international standards for the protection of industrial and intellectual property; of any kind whose sale is prohibited by law or regulations.
- 12.3. Each Participant pledges to **McDonald's** to keep offers fixed for the duration of the Event and for the validity period which is specified in the Letter of Agreement for the individual event and / or in the relevant section of the Portal, which in any case may not exceed 180 days.
- 12.4. The winning Participant is obliged to stipulate the Sale and Purchase Agreement with **McDonald's**. Refusal to enter into the Sale and Purchase Agreement determines the right to recover damages in favor of **McDonald's**.
- 12.5. In the case that the awarded Seller refuses the awarding of the Event for whatever reason or in any case does not conclude the Sale and Purchase Agreement, the Seller(s) acknowledge that the Buyer has the right to proceed at any moment, even after formal communication of final awarding, with the revocation of the final awarding and continue to award the Event to one of the other Participants in the Event. The latter will take on in all respects the obligations towards **McDonald's** according to Article 12, subject to the right of **McDonald's** to pay damages.

13. TERMINATION CLAUSE - RIGHT OF WITHDRAWAL

- 13.1. **McDonald's** reserves the right to resolve this Agreement, according to article 1456 c.c. of Italian law, in the case of Participant inadequacy regarding the obligations set out in articles 10.1, 10.2, 10.3, 12.1, 12.2 12.3, 12.4, 22, 23 e 24, in other words in the case of Participant submission in bankruptcy or other insolvency proceedings
- 13.2. Participants are not permitted to exercise the right to withdraw from an Event in which they are participating, including at the awarding stage.
- 13.3. Without prejudice to the provisions of art. 13.2, **McDonald's** and the Participant shall have the right to terminate the Agreement at any time upon written notice sent by fax or e-mail with confirmation by registered letter with delivery receipt.



14. MCDONALD'S LIMITATION OF LIABILITY AND ABSENCE OF GUARANTEES

- 14.1 **McDonald's** will not be responsible in any way in respect of any damage arising from the use of the Portal by Participants and the information contained therein, malfunction, delayed or non-use and / or interruption or suspension of the use of the Portal, including loss of business, loss of profits, loss of data, damage to the image.
- 14.2 To this end, the Participant acknowledges and agrees that:
- (i) **McDonald's** reserves the right to suspend and / or terminate use of the Portal and / or revoke registration and activation at any time, as specified in Article 2 above, after notice to the Participant, without incurring any liability to the Participant;
 - (ii) The Portal is usable as is, without warranty of any kind; Therefore, the participant waives any and all warranties, including, but not limited to insertion in the qualified Vendor Management Area and / or invitation to events.

15. BRAVOSOLUTION S.p.A.'S LIMITATION OF LIABILITY AND ABSENCE OF GUARANTEES

- 15.1 BravoSolution S.p.A. shall in no way be deemed liable for any damage and/or prejudice of the Seller deriving from the use of the Platform, including lost commercial opportunities, missed earnings, loss of data, damage of company reputation, request for damages and/or claims from Third Parties.
- 15.2 BravoSolution S.p.A. shall not be deemed liable for the loss of information, delays, malfunctioning, suspension and/or interruptions of the Portal caused by:
- a) "Force Majeure" cases such as failure of power supply and/or telephone lines and/or network connection caused by third parties, breakdown of BravoSolution S.p.A. information technology systems, telecommunications and/or computing equipment not attributable to BravoSolution's liability, strikes, industrial disputes, wars, government or civil or military reasons, embargoes, acts of vandalism and terrorism, epidemics, floods, earthquakes, fires and other natural disasters;
 - b) incorrect use of the Portal on the part of the Participant;
 - c) flaws in connection equipment used by the Participant;
 - d) failure of BravoSolution S.p.A.'s computer systems, telecommunications equipment and / or technological systems of not exceeding 15 days;
 - e) BravoSolution S.p.A. does not guarantee the ability to act and the good faith of those who use the Portal.
- 15.3 Notwithstanding the provisions in the articles above, BravoSolution cannot in any case be required to compensate a damage amount in excess of the fees paid by the Participant to BravoSolution for the Event to which any claim relates, or € 5,000 for each event in the absence of the above fee.

16. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

- 16.1 The contents and information provided to the Seller(s) through the Platform and the software shall remain BravoSolution S.p.A.'s exclusive property which is licensed to **McDonald's**, and all are protected by copyright or other intellectual property rights (inclusive of data base rights).
- 16.2 The seller agrees not to download, reproduce, transmit, sell or distribute, in whole or in part, in any form or fashion, the contents and the information available or received through the Portal without BravoSolution S.p.A.'s specific written permission and for any purpose other than that of permitting access to the Site and use of the Portal.
- 16.3 The Participant declares and guarantees:
- to have full and exclusive ownership of the logos placed on the Portal or otherwise used in connection with the negotiation of Events and that their use by **McDonald's** under this Agreement will not infringe any relevant third party rights or violate laws and / or regulations;
 - to have full ownership and availability of the information and contents provided to **McDonald's** under this Agreement and that their use by **McDonald's** does not infringe any relevant third party rights or violate laws and / or regulations;



17. CONFIDENTIALITY OF PERSONAL DATA

- 17.1 The data communicated by the Seller(s) will be treated by **McDonald's** as complying with all laws preserving the confidentiality of personal data (the Privacy Law), for the following purposes:
- a) the completion of obligations provided for by law and/or national, EC and international regulations;
 - b) the use of the Portal, inclusive of any preliminary and subsequent activity;
- 17.2 The agreement regarding data usage for the purposes as per letters a) and b) is necessary to comply with legal and contractual obligations.
- 17.3 Data processing will be carried out both manually and using automated, electronic means, in compliance with the rules protecting privacy and personal identity.
- 17.4 The data may be processed under the control of the owner, by all those who work in **McDonald's** Development Italy, LLC as those in charge of or responsible for the processing. In particular, in the context of data processing carried out through the Portal, **McDonald's** Development Italy, LLC appoints BravoSolution with registered office in Milan, Via Rombon 11, as the body responsible for collection and storage of participants' data. The updated list of data is available at the owner's premises. The owner of the treatment of personal data is **McDonald's**, to which the Participant may seek to exercise their rights under the Privacy Law, by writing to the address indicated in article 18.
- 17.5 At any time you may exercise your rights under art. 7 of Legislative Decree no. 196/2003 is reproduced below in full.
- "Art 7. Rights of access to personal data and other rights.
1. The interested party shall have the right to obtain confirmation of the existence or non-existence of personal data concerning them, even if not yet registered, and their communication in intelligible form.
 2. The interested party has the right to obtain indication of:
 - a) the origin of personal data;
 - b) the purposes and methods of treatment;
 - c) the logic applied in case of treatment with the aid of electronic tools;
 - d) the identity of the owner, manager and the designated representative appointed under article 5, paragraph 2;
 - e) the subjects or categories of subjects to whom the personal data may be communicated or who can learn about them as designated representative of the State, managers or authorized persons.
 3. The interested party shall have the right to obtain:
 - a) updates, rectification or, when interested, integration of data;
 - b) the cancellation, transformation into anonymous form or blocking of data processed unlawfully, including data whose retention is unnecessary for the purposes for which the data were collected or subsequently processed;
 - c) certification that the operations in letters a) and b) have been brought to the knowledge of those to whom the data was communicated or distributed, also in terms of content, except in the case in which such fulfillment proves impossible or involves the use of means manifestly disproportionate to the protected right.
 4. The interested party shall have the right to oppose, in all or in part:
 - a) for legitimate reasons the processing of personal data, pertinent for collection purposes;
 - b) the processing of personal data concerning them for purposes of sending advertising material or direct selling or for carrying out market research or commercial communications."



18. COMMUNICATIONS

- 18.1 Any communication relating to the Contract shall be sent:
- a) with regard to the Participant, by e-mail, to the address communicated to **McDonald's** with registration;
 - b) as a **McDonald's** at the e-mail address mcdonalds-procurement@bravosolution.com
- 18.2 Communications may also be sent via fax or registered letter with acknowledgment of receipt. If to the Participant, at the address notified by them to **McDonald's**, if to **McDonald's**, to the address given in the information section of the Site.

19. MODIFICATIONS TO GENERAL TERMS AND CONDITIONS

- 19.1 The Participant agrees that **McDonald's** may modify this Agreement at any time upon notice to the Participants at the addresses referred to in Article 18.
- 19.2 It remains the right of the Participant to withdraw from the Agreement following the notification referred to in Article 18.1. In any case, the continued use of the Portal shall accept the changes.
- 19.3 The acceptance of the amendments by the Participant cannot be partial and shall refer to the same whole.

20. CONFIDENTIALITY OF COMMERCIAL INFORMATION – ONLINE SECURITY

- 20.1 The data and commercial information regarding each event is to be treated by BravoSolution, **McDonald's** and by the Participants as strictly confidential and reserved.
- 20.2 BravoSolution S.p.A., **McDonald's** and Participants must put in place the most appropriate technical and procedural measures to ensure information security during events.

21. APPLICABLE LAW AND JURISDICTION

- 21.1 The Agreement shall be governed by Italian law. Any dispute arising from the interpretation, execution and/or termination of this Agreement shall be referred to the exclusive jurisdiction of the Courts of **Milan**.

22. CONFLICT OF INTEREST

- 22.1 Participants declare that, to the best of his knowledge, no other person directly connected with the Participant is an officer, employee, supplier, licensee or director of **McDonald's** or a company affiliated with **McDonald's** or **McDonald's** Corporation.
- 22.2 The Participant acknowledges that such statements have prompted **McDonald's** to enter into the Agreement and in cases where they prove false, misleading or inaccurate, this will entitle **McDonald's** to terminate the Contract due to the fault of the Participant.

23 OFFICE OF FOREIGN ASSET CONTROL

- 23.1 The Participant declares and guarantees that neither the Participant nor any person or entity having an interest with the Participant is (i) present in the "SDN" list kept by the OFAC (ii) is involved in business or otherwise engaged in commercial transactions involving sanctioned countries or present on the SDN list in violation of the rules sanctioned by OFAC. The Participant agrees to inform **McDonald's** immediately in writing of any event that may make the above declarations and guarantees incorrect. The Participant agrees that the inclusion of the Participant or any person or entity having an interest with the Participant on the SDN list at any period of the contractual relationship must be considered as material breach of the Agreement and is the cause of resolution of the same.

24 CODE OF ETHICS

- 24.1 The Participant declares to be aware of current legislation relating to the liability of legal persons and, in particular, the provisions of the Decree of 8 June 2001, n. 231.
- The Participant agrees, in carrying out activities under the Agreement, not to behave in such a way, not to engage in any act or omission that should give rise to any fact leading to administrative liability of **McDonald's** regarding Legislative Decree 8 June 2001, n. 231. The Participant also agrees to cooperate, if



necessary, with **McDonald's** Supervisory Board by promptly informing them of any act, action or behavior to which the company becomes aware in the execution of duties assigned and which may constitute the administrative responsibility of **McDonald's** under the said decree of 8 June 2001, n. 231.

The participant declares to be aware that the breach of the undertaking referred to in the preceding paragraph will result in a material breach of the obligations under the Contract and may legitimize **McDonald's** to resolve the same in accordance with and for the purposes set out in Article 1456 . civ ., without prejudice to compensation for any damage caused to **McDonald's**.

The exercise of the right referred to in the preceding paragraph will be to the detriment of the Participant, in each case by charging more to it all costs and expenses arising or resulting from, and always without prejudice to the responsibility of the landlord responsibility for any adverse event or damage that may occur and as a consequence of the obligation to indemnify **McDonald's** for any actions of third parties arising out of or resulting from such non-compliance .

The Participant acknowledges that **McDonald's** is an American company and is therefore subject to the law "Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 et seq." (the "FCPA"), specifically the United States law against corrupt practices abroad. The FCPA prohibits the offer or payment (even the promise) to government officials, political parties or candidates (non-US) to "corruptly " induce the official to act - or refrain from acting - to help the company in question to obtain, retain or direct business. The FCPA also considers it unlawful to make such an offer or payment through intermediaries that include all of the "third parties " (in general).

The Participant declares, to all intents and purposes of law, to have read and to accept this Agreement for Activation on the **McDonald's** Development Italy LLC e-Procurement Portal for use of the **McDonald's** portal and any other regulations, procedures and policies mentioned in these Terms and Conditions and published on the Portal on a case by case basis.

I ACCEPT ☐ I DO NOT ACCEPT ☐



I, the undersigned (name and surname) _____, as Legal Representative or Chief Executive Officer with power of attorney within the Participant organization

DECLARE

for all purposes of the law, that I have read and accept the contract contained in this Agreement for Activation on the **McDonald's** Development Italy LLC e-Procurement Portal for the use of the **McDonald's** portal and any other regulations, procedures and policies mentioned in these Terms and Conditions and published on the Portal on a case by case basis

STAMP AND SIGNATURE

DATE

DECLARE

also, pursuant to and for the purposes of Articles 1341 and 1342 cc., that I specifically approve the agreements contained in the following articles contained in this document: Section 2 (Registration and Participation in Events), Article 9 (Fee to be paid by the awarded seller / sellers), Article 12 (Sellers' Obligations and Guarantees), Article 13 (Termination clause - right of withdrawal), Article 14 (**McDonald's** Limitations of Liability and absence of guarantees) Article 15 (BravoSolution's Limitations of Liability and absence of guarantees), Article 16 (Industrial and Intellectual Property Rights), Article 19 (Modification to General Terms and Conditions); Article 21 (Applicable Law and Jurisdiction); Article 22 (Conflict of Interest); Article 23 (OFFICE OF FOREIGN ASSETS CONTROL); Article 24 (Code of Ethics).

STAMP AND SIGNATURE

DATE

This Agreement together with the declaration of the countersigned copy of the original and a copy of the identity card of the legal representative must be uploaded as attachments in response to the appropriate question in the Vendor Management section on the portal.