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REGULATION FOR INSTITUTION AND MANAGEMENT OF ONIVERSE PROCUREMENT PORTAL

The present Regulation aims at disciplining how to access and participate at the Oniverse Procurement Portal (from now on the “Portal”), run by Oniverse (from now on “Oniverse”), and the requirements of permanence within the Portal itself.

1. PREMISES

The purpose of the Portal is to qualify the economical operators (hereafter “the Suppliers”) which, as applicants, can be classified according to subjective requirements of general and special order, as of moral integrity, of financial-economical, organizational and technical-professional capacity. Furthermore, the creation of the Portal aims at ensuring a uniform, punctual and systematic application of Suppliers identification and selection criteria, through a support tool for the process of evaluation of the counterparties, structured by typologies and product classes. The suppliers enrolled in the Portal can participate, if invited by Oniverse, at the selection procedures through which Oniverse wants to start commercial negotiations aimed at, if successful, establishing relationships of goods and/or services supply.

The creation, the development and the functioning of the Portal are managed using a telematic and informatic platform (from now on the “Platform”) that can be reached via internet at the following link <https://procurement.oniverse.it> that is licensed for use to Oniverse by BravoSolution Italia S.p.A, specialized company in the e-procurement sector and in the planning and supply of informatic solutions for electronic transactions, which is also the owner of the Portal.

Therefore, with this document the ways of access, enrollment and registration are regulated, as well as the requirements of permanence.

2. WAYS OF REGISTRATIONS AND REQUIREMENTS OF THE PORTAL

2.1. To submit the application at the Portal, the Supplier must be enrolled and request the activation of the, one or more, chosen Identification Code(s) (Used ID) and Password(s) (Password(s)) which are given to the supplier in the phase of Enrollment at the Portal (the “Credentials”). The registration will be considered complete in the moment of the activation, approved by Oniverse, of the Credentials.

2.2. The Legal Representative – physical person – through which the supplier is activated, is the only and sole owner of the created Account; the credentials are strictly personal and non-transferable. The Supplier pledges not to disclose them to third parties and to store and safeguard them with the utmost care. The

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Supplier shall be held solely accountable for their use by third parties and, in any case, shall immediately notify Oniverse in case of their theft or loss.

2.3. To be registered at the Portal, the interested Suppliers need to select one/more category/(ies) and properly fulfil the online questionnaires with declarations/documents attesting the requirements of general order, of professional suitability and the required financial-economical capacity. The activation of the Identification Code(s) and all the information given through the questionnaire and all the documents will start the process of evaluation, run by Oniverse. Aim of the evaluation is to verify the presence of prerequisites and the eligibility of the Supplier. After the evaluation, the supplier can be asked to supply other documents. In the case of incompleteness or irregularity of the documents, it will be faculty of Oniverse to consider the Supplier as not suitable and therefore refuse the registration. At the contrary, in the case of a positive evaluation, the Supplier will be registered at the Portal.

2.4. Periodically, Oniverse will carry out checks, even in sample, with the purpose of ensuring the permanence of the Supplier registration requirements, the correctness of the declarations given by the Supplier in the phase of enrollment and the respect of the rules of this document of Regulation. Oniverse has the faculty of requesting in any moment the update of the information given in the questionnaire and of the supplied documentation. For staying in the Portal, every Supplier will have to promptly communicate to Oniverse, writing to the addresses and according to the planned arrangements of the following art. 8, every kind variation of information. In the case of positive evaluation, the supplied goods/services will be object of monitoring in order to verify the correspondence with the technical-operative requirements.

2.5. It remains expressly intended that the registration at the Portal does not imply the constitution of any legal relationship, but it constitutes essential requirement for participating to eventual commercial negotiations started by Oniverse and finalized to the establishment of goods/services supply contracts. The access to the Portal, or its usage, will constitute confirmation of taking vision of this Regulation, including future modifications and integrations.

3. DELETING FROM THE PORTAL

DELETING means the Supplier's account lockout that inhibits any activity on the Portal.

Oniverse can, in any moment and with no communication, delete the registered Supplier if one of the following conditions occurs:

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- a. the Supplier gave an untruthful or misleading description of his/her business organization and structure or of the supplied goods/services or in the case of non-communication of relevant variations of the Supplier's corporate team;
- b. loss of one or more requirements for the registration and permanence in the Portal;
- c. negligence in the supply of goods/services, failure to comply with the contractual obligations or with delays in the deliveries, qualitative and technical standards below the required levels, etc.;
- d. cessation of the business activity, bankruptcy, agreed quote;
- e. verified not observance of applicable legislation, particularly the regulations related to safety at work and environment, of the national D.Lgs. 231/2001, of GDPR and privacy rules;
- f. ongoing investigations – even in criminal proceedings – for responsibilities concerning irregularities in the supply of goods/services or failure to fulfill obligations toward staff;
- g. supplier with behaviors that disturb the correct and transparent course of negotiations or supplier who has carried out anti-competitive practices or practices against laws, regulations or third parties' rights;
- h. in case of violation of Oniverse's Code of Ethics;
- i. in case of dissemination of confidential, sensitive and secret information;
- l. in case of detected violations of legal disposals, in the field of working relationships and fiscal obligations.

The deleting will be communicated to the Supplier through the modalities expressed at the following art. 8.

The supplier can, in any case and without any notice, request to Oniverse to be deleted from the Portal writing to the addresses, and through the modalities, expressed at the following art. 8.

4. CODE OF ETHICS AND D.LGS. N. 231/2001

4.1 Referring to the execution of the activities treated in this Regulation, the Supplier declares and guarantees that: **(i)** he/she has issued and implemented provisions to managers, employees and/or collaborators to prevent the commission, even attempted, of behaviors sanctioned by the national law D.lgs n. 231/2001 and he/she obliges him/herself toward Oniverse to maintain these provisions effectively implemented during the whole period of registration on the Portal; **(ii)** he/she obliges him/herself towards Oniverse, during the whole period of registration on the Portal, to follow the principles contained in the Oniverse Code of Ethics; and to **(iii)** indemnify and hold Oniverse harmless from any claim, claim for damages, and / or disputes advanced by third parties and resulting from failure to comply with the provisions of this article.

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4.2 The Parties agree that non-compliance, even partial, of the provisions, guarantees and obligations above mentioned, that may cause negative consequences for Oniverse, will be considered as violation of this Regulation, giving the faculty to Oniverse to delete the Supplier from the Portal without prejudice to compensation for any damage caused, as a mere and not exhaustive example the damage resulting from the application to Oniverse of the penalties derived from the mentioned national law.

4.3 In case of news from which it would be possible to assume this non-observance, while awaiting the investigations or legal results, Oniverse will have the right to delete the Supplier from the Portal. Furthermore, Oniverse reserves the right to carry out checks on the Supplier if it has a reasonable suspicion that the Supplier may have violated the provisions of the Regulation mentioned in the previous points.

5. PROCESSING OF PERSONAL DATA

The personal data provided by the Supplier will be processed in compliance with the applicable data protection regulations, pursuant to Regulation (EU) 2016/679 ("GDPR"). For more information on the methods of collection, use and storage of personal data, please refer to the Privacy Policy available in the dedicated section of the Portal. Oniverse invite to consult it regularly to stay updated on any changes.

6. REGULATION MODIFICATIONS

Oniverse has the right to modify this Regulation, whenever it would be necessary to ensure the correct functionality and management of the Portal. In the case of modifications, these will be promptly communicated by Oniverse to the Suppliers through the Portal; the modifications will be effective after (five) days from the publication. In the case the supplier does not want to accept the new conditions and modifications, he/she has the right of requesting to be deleted from the Portal following the modalities expressed at the art. 8, right that can be always exercised as expressly stated at the art. 3.

7. CONFIDENTIALITY

The data and commercial information relating to the registration at the Portal and to the (eventual) participation at negotiations shall be treated by Oniverse and Suppliers as strictly confidential and reserved. Data and commercial information will not be considered confidential, and therefore the parties will not have to respect the confidentiality obligations, in the following cases: **(i)** the information are, or become, public after their communication; **(ii)** the information are exempted from the confidential constraint in writing by the counterpart; **(iii)** the information have to be disclosed in compliance with legal obligations or court order.

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8. COMMUNICATIONS

Every communication related to the norms of this Regulation or related to the Portal will be considered as properly given if communicated:

- at the Supplier, by publication by Oniverse of the communication on the Portal, using the address(es) inserted in the Portal during the enrollment by the Supplier him/herself.
- at Oniverse, by sending an email to the following email address:

procurement.calzedoniagroup@pec.calzedonia.it