

Registration on Leonardo Supplier Portal Terms and Conditions

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CONTRACT FOR THE REGISTRATION ON LEONARDO SUPPLIER PORTAL**1. Foreword**

Leonardo - listed company with registered offices in Rome, Piazza Monte Grappa no. 4, share capital Euro 2,543,861,738.00, fully paid up, tax code and registered on the Company Register at the Rome Chamber of Commerce with no. 00401990585, VAT no. 00881841001 (hereinafter "**Leonardo**"), through its 100%-controlled subsidiary Leonardo Global Solutions S.p.A. (hereinafter "**LGS**") with legal offices in Rome, Piazza Monte Grappa no. 4, intends to promote and introduce new purchase services with the aim of improving the efficiently/effectiveness of the purchase processes of the companies that are part of Gruppo Leonardo as hereinafter defined at art. 4 and which can be accessed from the web address "<https://procurement.Leonardo.com>" (hereinafter the "**Portal**"). This Portal will be used in parallel, and gradually will replace, the current FAST portal ("<https://fast.Leonardo.it>").

2. Objective

The aim of this document (hereinafter the "**Contract**") is to define the terms and conditions that allow, those who make explicit request, through the registration process (hereinafter the "**Vendor**" or, together with the other participating sellers, the "**Vendors**"), to register on the Portal and to make use of its "Invitation to tender", "E-Vendor", and "on-line negotiation" services (hereinafter the "**Services**"), which the following art. 4 describes more in details.

3. Procedure or registration and conclusion of the Contract

3.1 For the registration on the Portal, the Vendor must fill in, with a true and fair representation, the *on-line* registration form (hereinafter the "**Form**") that can be found on the website <https://supplier-registration.Leonardo.com>. Vendors must enter their own details for the registration (hereinafter the "**Registration Data**"), according to the instructions provided on the website. In case incorrect Registration Data are accidentally entered, that is in case it is necessary to modify or update the data, the Vendor, who has full responsibility for entering incorrect or not up-to-date data, must immediately correct or modify the data, prior receipt by Leonardo of the credentials to access again the Portal.

3.2 Modes of registration:

- a) By entering the required Registration Data in the *on-line* Form and sending it to Leonardo, the Vendor confirms the full acceptance of this Contract.
- b) Leonardo shall attribute to each Vendor a *User ID* together with a *Password* (hereinafter the "**Registration**"). With the *User ID* and *Password* the Vendor will be able to use the Services.
- c) The Registration will be completed when the Vendor receives the *Password*.

3.3 Leonardo reserves the right to cancel the Registration at any time, denying therefore access to the Portal.

3.4 The *User ID* and *Password* are strictly personal and cannot be transferred. The Vendor undertakes to not disclose them to third parties and keep and protect them with maximum

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diligence. The Vendor shall be the only one responsible for the use, also through a third party, of the *User ID* and *Password*.

- 3.5** The Vendor undertakes, in any case, to communicate immediately via *e-mail* to Leonardo suppliers support service (hereinafter "Help Desk") whose contact details are available on Leonardo corporate website, the possible loss or theft of the *User ID* and/or *Password* within 15 days from the discovery of the event.

4. Services enablement

The Service "Invitation to tender" allows the Vendor to express interest autonomously for the invitations to tenders published on Leonardo institutional Portal (www.leonardocompany.com).

The Service "E-Vendor" allows the Vendor to keep up-to-date its own supplier profile (Vendor Profile) and send the information required within Leonardo pre-qualification and qualification processes.

The Service "On-Line Trading" allows the Vendor to take part to the Dynamic Trading Services and Quotation Request Services.

Note that, following the Registration, Leonardo is responsible for enabling (that is, inviting) the Vendor to take part to events related to Dynamic Negotiation Services and/or Quotation request (the "**Events**"). Such Events, organised by Leonardo or by one of the subsidiary and/or investee companies, directly or indirectly controlled by Leonardo, operating as a purchaser (the "**Purchaser**"), will be made available on the Portal. The sequence of events is described in detail in the regulations about how to take part to the Dynamic Negotiation and Quotation Request (the "**Regulations**").

The Vendor declares to have carefully read the Regulations and to accept in full all terms and conditions therein contained.

5. Use of the Services

The Vendor will be able to access the Portal and use the Services with a *standard personal computer* with a common *browser* installed, connected to the Internet. The purchase, installation, configuration and maintenance of the *hardware* and *software* for accessing the Portal and the use of the Services are exclusive responsibility of the Vendor.

6. Cancellation of the Registration

- 6.1** Leonardo also reserves the right to cancel at its own discretion at any time the Registration without that this entails any indemnity obligations in favour of the Vendor, prior written communication via email to the address provided by the Vendor as main contact.

- 6.2** In the case as per the previous article, the Vendor shall lose the right to their *User ID* and *Password* and to the use of the Services.

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7. Obligations of the Vendor

The Vendor undertakes to use the Portal and the Services in such a manner that:

- (a) all provisions in this Contract are observed;
- (b) no legal provision and/or third-party rights are infringed, among the others, including but not limited to, industrial and/or intellectual property rights;
- (c) no false and/or misleading information, messages and/or pornographic, racist, obscene, defamatory or otherwise offensive material are disclosed;
- (d) the Netiquette rules are observed, as well as the ethical and good behaviour principles that have developed among the users of network online services, that can be found at <http://www.nic.it/NA/netiquette.txt>.

In particular, the Vendor also undertakes to:

- (i) observe the terms and conditions included in the Regulations;
- (ii) not engage in anti-competitive behaviour or practices, which do not comply with the law, regulations and/or third-party rights;
- (iii) indemnify and hold Leonardo and its directors, employees and/or mandatories harmless against any demand, claim, legal action of any nature for damages incurred as a consequence of the use of the Portal;
- (iv) not carry out any advertising activity through the Portal;
- (v) observe Leonardo ethical and anti-corruption codes that can be found on Leonardo corporate website, of which the Vendor is aware and has expressly accepted the contents together with the acceptance of this Contract.

8. Warranties of the Vendor

The Vendor declares and guarantees to be the owner or to have available the information and contents provided to Leonardo pursuant to the terms of the Contract and that their use by Leonardo pursuant the terms of the Contract does not infringe any third-party rights, nor any applicable laws and/or regulations.

9. Express termination clause - Right of withdrawal

9.1 Leonardo has the right to terminate, except for the compensation for damages, the Contract in case of breach by the Vendor even of only one of the obligations pursuant to articles 7, 8 and 12.2, that is in case the Vendor is subject to bankruptcy or other insolvency procedures.

9.2 Except as provided in the following article 9.3, Leonardo and the Vendor have the right to withdraw from the Contract at any time prior written communication to be sent via certified e-mail to the following addresses:

- for Leonardo: _____;
- for the Vendor: _____;

9.3 The Vendor is not allowed to exercise the right to withdrawal during an Event which the Vendor is taking part to, including the award phase.

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10. Leonardo limitations to liability

- 10.1** Leonardo is not responsible for any damage suffered by the Vendor arising from the use of the Portal and Services, including therein but not limited to, the loss of commercial opportunities, loss of earning, loss of data.
- 10.2** Leonardo assumes no responsibility for delays, malfunctioning, suspension and/or interruption of the connection to its Portal, as well as for delays, malfunctioning, suspension and/or interruption of the Services regardless of the cause.

11 Use of the Portal by the Vendor

- 11.1** With regard to the use of the Portal, the Vendor acknowledges and accepts that Leonardo:

(i) reserves the right to interrupt definitively and/or suspend the access to the Portal:

(a) at any time, prior simple written communication to the Participants to the Events to be sent via fax or e-mail, without incurring any liability or obligation to pay compensation;

(b) if one of the participants becomes responsible for, that is if he/she was accused of, violations of obligations referred to at the previous point 7 (Obligations of the Vendor), without incurring any liability towards the participant, and reserving in such cases the right to compensation for the damage.

(ii) cannot be held in any way liable for damages to the participants to the Events arising from their participation to the Events themselves, including therein the loss of commercial opportunities, loss of earning, loss of data, damage to the image;

- 11.2** The Vendor acknowledges and accepts that the Platform can be used “as is”, without any type of guarantee.

12. Industrial and intellectual property rights

- 12.1** The contents and the information available on the Portal and/or provided to the Vendor through the Services as well as the software used to guarantee the Services are property of Leonardo, or licensed to Leonardo by third parties, and are protected by copyright or other intellectual property rights (including therein the rights to databases) recognised by the applicable national, community, and international laws.
- 12.2** The Vendor undertakes not to download, reproduce, transmit, sell or distribute, fully or partially, in any capacity, (i) the content and the information available on the Portal or received through the use of the Services and (ii) the software used for the supply of the Services, without prior express written authorisation by Leonardo and for purposes other than the access to the Services and their use.
- 12.3** The Vendor acknowledges and accepts that the Registration Data as well as the data subsequently provided to Leonardo will be entered in a database developed by and which is the exclusive property of Leonardo.

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13. Links and reference websites

Leonardo does not guarantee (i) the access to websites that some links entered in the portal could point to and (ii) the truthfulness and completeness of the contents contained in said websites. Leonardo assumes no liability for possible errors and/or omissions contained therein, nor for possible violations of laws and third party rights.

14. Communications - Archiving

14.1 Any communication related to the Contract and/or Services will be sent to:

- (a) for the Vendor, via *e-mail*, to the address provided by the Vendor during the Registration;
- (b) For Leonardo to the *e-mail* address: moc@leonardocompany.com

15. Designation of the Main Account

15.1 With the acceptance of this Contract, the Vendor designates who registered on the Portal as the subject who will use the Services and will take part to the Events (the **Main Account**), without prejudice to that which follows.

15.2 Leonardo, following the above-mentioned acceptance of the Contract by the Vendor, will be able to (i) allow the latter the enable further subjects to the use of the Services, who will be identified with their own *User ID and Password*, as well as (ii) revoke the permission, extend or restrict the rights granted to the Accounts for the use of the Services. It is understood that Leonardo may, at its complete discretion, refuse the requests for enabling and extending the Accounts made by the Vendor.

15.3 The Main Account is created after entering the data (the data of the **“Main Contact”**) in the supplier registration Form (<https://supplier-registration.Leonardo.com>). It is hereby understood that also with the designation of the Main Account and/or the assignment of the Main Contact, the Vendor will be considered as the main and exclusive responsible for the use of the Services and for taking part to the Events.

15.4 The Vendor reserves the right to modify the Main Account data directly on the Portal and, in this case, undertakes to immediately send written communication to Leonardo.

16. Transfer of the Contract

The Vendor herewith agrees to transfer the Contract to other subsidiary and/or investee companies, directly or indirectly controlled by Leonardo The Vendor cannot transfer, fully or partially, the Contract without written authorisation by Leonardo.

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17. Amendments to the Contract

- 17.1** The Vendor acknowledges and accepts that Leonardo can amend the Contract at any time. Each possible amendment to the terms and conditions of this Contract shall be communicated to the Vendors by means of publication of a notice on the Portal or, at discretion of Leonardo, by e-mail.
- 17.2** Amendments are deemed as accepted by tacit agreement by the Vendor if Leonardo does not receive, within 15 days from the despatch of the communication as provided for in the previous article 18.1, the notice of the willingness of the Vendor to refuse them. In any case, the continuation of the use of the Portal and/or of the Services will deem the amendments to the Contract as fully accepted.
- 17.3** It is understood that the acceptance of the above-mentioned amendments to the Contract by the Vendor cannot be partial and it must be considered as referring to all proposed amendments.
- 17.4** This is without prejudice to the right of the Vendor to withdraw from the Contract following the communication as per article 18.1.

18. Law and Jurisdiction

- 18.1** The Contract is governed by the Italian Law.
- 18.2** Any controversy arising from the interpretation, execution and/or termination of the Contract, it will be under the exclusive jurisdiction of the Court of Rome.

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