

GENERAL TERMS AND CONDITIONS FOR ACCESS AND USE OF THE PROCUREMENT PORTAL OF THE FERROVIE DELLO STATO ITALIANE GROUP

1. PREFACE

1. The companies listed in the table available at the following link [https://eprocurement.gruppofs.it/esop/tlk-host/public/fs/web/informativa_privacy.html], use the Procurement Portal (hereinafter, "Procurement Portal" or "Portal") for the electronic management of their contractor selection procedures operating under Legislative Decree No. 36/2023, in a private regime (hereinafter, "Contractual Procedures"), as well as for the electronic management of the Supplier Register and Qualification System, and for managing the participation of Economic Operators in other initiatives related to these activities.

2. OBJECT

2.1 The purpose of this document is to define the terms, conditions, and general principles for accessing and using the Portal (hereinafter, "General Terms and Conditions") by Vendors for their participation in Contractual Procedures, their registration in the Supplier Register, and/or their qualification in the Qualification System, or for participation in other initiatives related to these activities.

3. REGISTRATION TO THE PROCUREMENT PORTAL

3.1 Registration to the Portal and acceptance of the terms and conditions set out in this document are mandatory for Vendors to use the tools available on the Portal, participate in Contractual Procedures, and apply for registration in the Supplier Register and/or the Qualification System. For these purposes, the Vendor must provide truthful and accurate data and any necessary or useful information for identification. Registration and authorization to the Procurement Portal are free of charge.

3.2 Vendors gain access to the Portal's functionalities upon completing the registration process. The registration process must be finalized by completing the "Registration Form" for the Procurement Portal, available on the Portal's Home Page and during registration. The "Registration Form" must be uploaded to the Procurement Portal after being completed and signed by the Vendor's Legal Representative or an attorney with proper authorization, which must be attached to the Form.

3.3 For participation in Contractual Procedures, the Legal Representative of the Vendor (or a person with appropriate signing authority) must possess a valid digital signature, which is a specific type of qualified electronic signature with the characteristics and forms indicated by Legislative Decree No. 82/2005 and subsequent amendments (Digital Administration Code).

For Portal registration, each Vendor must also possess and provide a Certified Electronic Mail (PEC) address in compliance with the Digital Administration Code, to be used for electronic communications conducted by the Portal. This PEC address will serve as the domicile for receiving such communications.

Should a Vendor from another EU member state or a non-EU state, not resident in Italy, be unable to obtain a certified electronic mail address, they may use a regular email address capable of receiving

messages from certified electronic mailboxes for Portal registration. This address will be used as the domicile for the Vendor for communications conducted electronically by the Portal.

3.4 Upon registration, the Vendor will receive, via Certified Electronic Mail, an Access Key (User ID and Password) to the Portal.

The *User ID* and *Password* identify each Vendor to the companies listed in the table available at this link [https://eprocurement.gruppofs.it/esop/tlk-host/public/fs/web/informativa_privacy.html].

3.5 The Access Key (User ID and Password) is strictly personal and non-transferable. The Vendor agrees not to disclose it to third parties and to safeguard and protect it diligently, being solely responsible for its use. They also commit to reporting any theft and/or loss and to compensate for any direct or indirect damages resulting from its improper use, even by third parties.

3.6 After registration, access to the Portal's functionalities is still conditional on the Vendor possessing the IT equipment explicitly specified on the Portal's Home Page in the "Minimum HW and SW Requirements" document.

3.7 All Vendors participating in any form in Contractual Procedures, including subcontractors, executing consortium members, consortium members that, in the case of a stable consortium, provide their qualifications to the Consortium, as well as designated designers and auxiliary companies, must register on the Portal.

3.8 Any electronically submitted offer, identifiable through the Access Key assigned to the Vendor by the Portal, will be attributed to the representative of that entity.

4. OBLIGATIONS AND WARRANTIES OF THE VENDOR

4.1 When using the Portal, the companies listed in the table available at this link [https://eprocurement.gruppofs.it/esop/tlk-host/public/fs/web/informativa_privacy.html] and the Vendors will operate with professional diligence pursuant to Article 1176, paragraph 2, of the Civil Code.

In connection with the use of the Portal, the Vendor undertakes to:

(i) comply with the terms and conditions specified in these General Terms and Conditions and in all the documentation attached to the Contractual Procedures or found in the Portal sections;

(ii) use and configure their software and hardware in accordance with the "Minimum HW and SW Requirements" document available on the Procurement Portal's Home Page, to ensure compliance with the necessary IT security measures when using the Portal.

4.2 In connection with the use of the Portal, the Vendor declares and guarantees that they have full ownership or availability of the data, including personal data, information, and content they may provide and that their use by the companies listed in the table available at this link [https://eprocurement.gruppofs.it/esop/tlk-host/public/fs/web/informativa_privacy.html], under this document, does not infringe on any third-party rights or violate laws and/or regulations.

5. REVOCATION OF AUTHORIZATION

5.1 The companies listed in the table available at this link [https://eprocurement.gruppofs.it/esop/tlk-host/public/fs/web/informativa_privacy.html] reserve the right to revoke the authorization to use the Portal's services granted to Vendors at any time if they are found to have misused and/or fraudulently used the Portal, without prejudice to the right to claim compensation for any direct or indirect damages suffered.

6. LIMITATIONS OF LIABILITY

6.1 The companies listed in the table available at this link [https://eprocurement.gruppofs.it/esop/tlk-host/public/fs/web/informativa_privacy.html] assume no liability for the inability or failure of the Vendor to participate in

Contractual Procedures, nor for any malfunctions due to improper use of the Procurement Portal by the Vendor or non-compliance of their IT equipment with the requirements stated in the Portal's "Minimum HW and SW Requirements" document. Furthermore, the companies listed in the table available at this link [https://eprocurement.gruppofs.it/esop/tlk-host/public/fs/web/informativa_privacy.html] assume no liability for cases of suspension and/or interruption of the Procurement Portal service during the execution of Contractual Procedures due to force majeure.

7. CONTENT AND EFFECTIVENESS OF RECORDINGS

7.1. The records (system logs) present within the Portal's technological platform constitute full and exclusive proof regarding the content and timing of any communication made electronically on the Procurement Portal.

7.2 For IT security reasons, all documents related to Contractual Procedures, registrations to the Qualification System, and/or the Supplier Register—including decisions made by the companies listed in the table available at this link [https://eprocurement.gruppofs.it/esop/tlk-host/public/fs/web/informativa_privacy.html]—reside "physically" on the Procurement Portal and are stored in the FS Group's document repository.

8. PROCESSING OF PERSONAL DATA

8.1 The companies listed in the table available at this link [https://eprocurement.gruppofs.it/esop/tlk-host/public/fs/web/informativa_privacy.html], within the activities carried out for registration on the Group Procurement Portal, and each within its own scope, for the management of the Procurement Portal/Qualification System and for the Contractual Procedures, process the personal data of Vendors and Contractors of which the Company has become aware, according to the methods indicated in the complete information notice available on the Procurement Portal, which forms an integral part of these General Terms and Conditions.

9. COMMUNICATIONS

9.1 All communications relating to these General Terms and Conditions will be sent to the Vendor at the address provided during registration.

9.2 Vendors can view the methods of participation in Contractual Procedures in the "Tenders and Current Notices" section, available on the Procurement Portal's Home Page.

Registered and authorized Vendors on the Portal who are registered in the Supplier Register and/or qualified in the Qualification System will receive notification of the initiation of invitation-only Contractual Procedures and can view the participation methods in the related tender documentation available on the Portal.

9.3 The official time valid for each action or communication made on the Portal corresponds to that shown by the Procurement Portal.

10. AMENDMENT OF GENERAL TERMS AND CONDITIONS

10.1 Access to the Portal entails full and unconditional acceptance of these General Terms and Conditions and any subsequent amendments and/or additions. The companies listed in the table available at this link [https://eprocurement.gruppofs.it/esop/tlk-host/public/fs/web/informativa_privacy.html] reserve the right, at their sole discretion, to amend these General Terms and Conditions at any time. The amendments will become fully effective upon their publication on the Portal. The last version published on the Portal will be the one in effect.

10.2 It is the responsibility and duty of Vendors to check the Portal for any amendments and/or additions to these General Terms and Conditions. In any case, the continued use of functionalities available on the Portal will be considered as tacit acceptance by the Vendor of the amendments made. Therefore, the Vendor is aware and accepts that their participation in the Contractual Procedures or

the use of any functionality of the Portal implies total acceptance of these General Terms and Conditions in their current version.

10.3 The Vendor may request the deletion of their profile from the Portal and its functionalities, without prejudice to the obligations already assumed.

11. APPLICABLE LAW AND JURISDICTION

11.1 These General Terms and Conditions are governed by Italian law, and any dispute arising in connection with their execution, interpretation, implementation, and amendment is subject to the exclusive jurisdiction of the Court of Rome.

12. FINAL PROVISIONS

12.1 The provisions of the tender documents prevail over the rules of these General Terms and Conditions and the provisions contained in any other document intended to govern the Contractual Procedures on the Procurement Portal.

12.2 The provisions of these General Terms and Conditions are automatically replaced, amended, or repealed by mandatory norms contained in laws or regulations that come into effect even after the adoption of these General Terms and Conditions.