

## Terms and conditions for the registration on Leonardo supplier's portal

### 1. Introduction

Leonardo S.p.A. - with registered address in Rome, Piazza Monte Grappa n.4, registered capital 2.543.861.738,00€, Tax ID and incorporation in the Company Register of the Rome Chamber of Commerce n. 00401990585, VAT nr. 00881841001 – intends to use, for purchase processes of Leonardo and his Group subsidiaries, Sap Business Network platform accessible through the web address: <https://service.ariba.com> (later on “SAP BUSINESS”)

This platform will be used, and subsequently will replace, the current portal ([https:// procurement.finmeccanica.com](https://procurement.finmeccanica.com)).

### 2. Object

The purpose of the present document (later on “T&C”) is to define the terms and conditions, to allow the economic operators (later on “Suppliers”), to register on Leonardo portal - who also works with SAP BUSINESS platform – and the relative use of services such as “Tender Notice”, “Supplier Register” and “Online Negotiations” present therein (later on “Services”), as better described in the following art. 6.

### 3. Leonardo Portal Pre-Registration procedure

3.1 In order to register in the Portal, the Supplier has to fill out the “online Supplier self-registration request form” (later on “Form”), accessible from the page <https://www.leonardo.com/en/suppliers/becoming-a-supplier/register-your-company> clicking on the “Self-registration” link and providing the company information (later on “Registration data”), as required by the website.

With the Registration Data requested in the online form and their following submission, Suppliers confirm that they have read and fully accepted these T&Cs.

3.2 Leonardo will send a confirmation email, to the contact indicated during the Self-registration request phase, to complete the next registration step.

3.3 The Supplier will be in any case the sole responsible of incorrect or not updated data and has to amend or change them immediately.

### 4. Registration procedure on SAP Business Portal

4.1 After the submission of the registration request referred to art. 3, to operate on the Portal and access to the Services better specified in art. 6, the Supplier will receive an invitation to proceed with the registration of an account on SAP BUSINESS portal.

If the supplier is already registered on SAP BUSINESS, he can use its existing account.

The Ariba account on SAP BUSINESS is a mandatory requirement to be able to register - and consequently operate - in the Leonardo Supplier Register.

4.2 Once registration on SAP BUSINESS portal is complete, the Supplier has to proceed with the registration process referred to point 3.1. by filling out the Leonardo Supplier Registration questionnaire on SAP platform. The management, sharing and disclosing of the data entered during the account creation on SAP BUSINESS are described within the SAP BUSINESS portal, and its contents can be found in full.

The Registration process will be considered completed when the Supplier's SAP BUSINESS Account is "Registered" for Leonardo.

The successful registration procedure with SAP BUSINESS Account confirms the registration on Leonardo Portal.

It is understood that, in any case, Leonardo will not be responsible for data loss or other damage caused to the Supplier by SAP BUSINESS.

## **5. Designation of the Primary Account**

5.1. Once that the registration process is complete, the Supplier is authorized to use the Services referred to art. 6 based to the conditions and terms expected in these T&Cs accepted through the registration process.

5.2. As required by the SAP BUSINESS Platform settings, the Supplier must indicate in the appropriate registration form, referred to the art. 4, his contact as "primary contact".

5.3. On the account dashboard page on SAP Business, the Supplier will also be able to enter the names of other subjects authorized to operate on the portal. These subjects should be identified by their User ID and Password. Furthermore, the Supplier could remove from the section the name of each subject, expand or restrict their operations on the portal.

5.4. The Supplier reserves the right to change the data of the Main Account directly on the SAP BUSINESS platform and a communication of these changes will be sent directly to Leonardo.

## **6. Enabling Services**

6.1. Once registration on the portal, referred to art. 3 and 4, is completed the Supplier has access to the following services:

- "SAP Business network Discovery": in order to self-express interest in the tender notices published on the Leonardo institutional portal ([www.leonardo.com](http://www.leonardo.com));
- "Supplier Register": to keep updated the supplier profile (Vendor Profile) and send the information and documents required inside the Leonardo supplier prequalification and qualification processes;
- "Online Negotiation": to participate in the Dynamic Negotiation and Request for Quotation Services.

6.2. It is specified that, after the registration, Leonardo has the right to enable (e.g. invite) the Supplier to participate to the events relating to the Dynamic Negotiation and/or Request for Quotation Services (later on the "Events").

6.3. These Events, organized by Leonardo (or by one of its subsidiaries and/or investee companies directly or indirectly controlled by Leonardo operating as a buyer) will be published on SAP BUSINESS.

6.4. The enrollment of the Events will be detailed in proper specific regulations to participate to Dynamic Negotiation and Request for Quotation (later on the "Regulations").

It is clear that, to participate to the Events, the Supplier has to read the abovementioned Regulations and fully accept all terms and conditions contained.

## **7. Services guide**

The Supplier will be able to access the Portal and use the Services via personal computer, through a common browser, connected to Internet.

It is understood that the purchase, installation, configuration and maintenance of the hardware and software for accessing the Portal and using the Services, are on the sole Supplier responsibility and cost.

## **8. Registration's revoke**

8.1. Leonardo also reserves the right in all cases to revoke registration due of non-compliance with the requirements of Leonardo's procedures, or in the event of non-compliance with the relevant regulations in force, without any obligation to refund the Supplier.

8.2. In case of revocation, Leonardo will send an e-mail to the main contact address indicated by the Supplier.

8.3. Once registration has been revoked, the Supplier will lose the right to use the User ID and Password and to use the Services. The Supplier has the right to cancel the registration according to the following Article 12.

## **9. Supplier's Obligations**

The Supplier undertakes to use the Portal and the Services in accordance with these T&Cs as follows:

- comply with all the reference regulations in force, as well as the regulations referred to them.
- not violate the law disposals such as, but not limited to, regulations on privacy and/or third-party rights, industrial and/or intellectual property rights
- do not engage in practices or anti-competitive/lesive conduct, to laws, regulations and/or the rights of third parties.
- indemnify Leonardo and its directors, employees and/or appointees from any claim, complaint, legal action of any kind for damages caused using the portal, in a way that does not respond to these T&Cs and in violation of the law.
- not use the Leonardo name, brand and logo on its website or in other documents unless expressed writing authorization by Leonardo.

- Respect the Code of Ethics, the Anti-Corruption Code and the Code of Conduct for Leonardo's Suppliers present on Leonardo's institutional website, the contents of which the Supplier has read and expressly accepted at the same time as acceptance of these T&Cs

- also make all its employees, collaborators and agents comply with the above codes.

## **10. Industrial and Intellectual Property Rights**

10.1. The content and information available on the Portal and/or provided to the Supplier through the Services as well as the software used to provide the Services, are owned by Leonardo, or licensed to Leonardo by third parties, and they are protected by copyright or other intellectual property rights (including database rights) recognized by national, European and international laws.

10.2. The Supplier undertakes to not reproduce, transmit, sell or distribute or otherwise communicate to third parties, wholly or partially in any capacity, the content and information available on the Portal or received through the use of the Services.

10.3. The Supplier acknowledges and accepts that the Registration Data, as well as those subsequently provided to Leonardo will be registered in the SAP BUSINESS platform, will be communicated by Leonardo to its subsidiary Leonardo Global Solution S.p.a. for the eventual contracting of the Supplier or to companies of the Leonardo group interested in issuing orders.

## **11. Amendments to the T&Cs**

11.1. The Supplier acknowledges and accepts that Leonardo may amend these T&Cs at any time.

11.2. Any change will be communicated to suppliers by posting a notice on the Portal or, at Leonardo's discretion, by email to the Main Contact referred to the previous art. 5.

11.3. Changes are intended tacitly accepted by the Supplier if Leonardo does not receive, within 15 days of the publication of the modified conditions, notice of the Supplier's intention to not accept them. In any case, the continued use of the Portal and/or Services, will consider the modifications made to the T&Cs fully accepted.

11.4. It is understood that the Supplier's acceptance of the aforementioned changes cannot be partial and it has to be referred entirely to the new document published on the Portal.

11.5 The Supplier has the right to cancel the registration as per Article 12 below.

## **12. Right to remove the registration**

12.1 Regarding the use of the Portal, the Supplier can delete his profile at any time using the Portal's settings.

12.2. It is understood that the cancellation of the Supplier's account will disable the use of the Services and participate in Events.

### **13. Suspension and/or interruption Portal operations**

The Supplier acknowledges and accepts that Leonardo reserves the right to permanently interrupt and/or suspend access to the Portal at any time, prior to send a notification to the suppliers via e-mail, without incurring in any liability or obligation to refund them if:

- a) one of the participants is responsible for, or is accused of, violations of the obligations present in these T&Cs and the regulations referred to, without incurring in any liability and reserving the right to be refund in such cases
- b) in case of improper use of the portal and of the information contained, including the disclosure to third parties, and in all cases that make the Suppliers lose the qualified status.

### **14. Limitations to Leonardo's liability**

14.1. Leonardo is not responsible in any case for any damage depending by the Supplier use of the Portal and Services including, but not limited to, loss of data, loss of business opportunities.

14.2. Leonardo is not responsible for any 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, whatever the cause.

14.3. The Supplier acknowledges and accepts that the Portal can be used without warranty of any kind.

### **15. Communications - Archiving**

Any communication relating to the T&Cs and/or the Services will be sent:

- (a) via e-mail, to the Supplier and to the address communicated by Supplier during the registration;
- (b) to Leonardo at the e-mail address: [moc@leonardo.com](mailto:moc@leonardo.com).

### **16. Applicable law and competent court**

16.1 These T&Cs are governed by Italian law.

16.2 Any dispute due to the interpretation, performance and/or resolution of the T&Cs, will be addressed to the exclusive jurisdiction of the Court of Rome.