

Last update July 2025

Article 1: Definitions

For the purposes of these general purchasing conditions, the terms listed below have the following meaning:

Client: B&B HOTELS ITALIA S.p.A., with registered office in Milan (MI), Via Giacomo Leopardi n. 1, Tax Code and VAT number 06291950969, in the person of its legal representative *pro tempore*;

Supplier: any natural or legal person who is the counterparty to the purchase order for goods and/or services ordered by the Client;

Purchase Order: any order for the purchase of goods and/or services issued by the Client;

Parties: the Client and the Supplier.

Article 2: General conditions

2.1. These general purchasing conditions form an integral and essential part of each Purchase Order.

2.2. These general purchasing conditions govern all contractual relationships between the Client and the Supplier and prevail over any different provision contained in any general or special conditions of sale or order confirmation of the Supplier.

2.3. If the drawings, supply specifications, and anything else necessary for the execution of the supply are not attached to the Purchase Order or are not already in the Supplier's possession for the execution of other supplies, the latter must necessarily request them from the Client.

Article 3: Purchase Order

3.1. The confirmation of the Purchase Order and these general purchasing conditions duly signed by the Supplier must be sent by the Supplier to the Client's registered office by e-mail to the addresses indicated for the receipt of the Purchase Order and must be received by the latter within 5 working days from the receipt of the Purchase Order and the general purchasing conditions. The Supplier ratifies the actions of all its employees and agents who send the Order confirmation.

3.2. Should the Supplier fail to comply with the provisions contained in the preceding article 3.1, the Client shall have the right to cancel the Purchase Order.

3.3. After the Client has received the confirmation of the Purchase Order and the duly signed general purchasing conditions under the terms and conditions set out in the preceding article 3.1, the supply contract between the Client and the Supplier shall be considered concluded. If the confirmation of the Purchase Order is missing, what is established in the Order will be considered accepted in full and valid.

Article 4: Prices

4.1. Prices are to be considered fixed and invariable unless otherwise agreed in the Purchase Order. The goods must necessarily be free from patent and latent defects, completely suitable for the use for which they are intended and delivered as indicated in the Order, including packaging.

Article 5: Property

5.1. Drawings, models, prints, and samples possibly delivered by the Client to the Supplier for the execution of the Purchase Order remain the exclusive property of the Client.

Article 6: Delivery terms and termination



6.1. The delivery terms indicated in the Purchase Order are intended for goods delivered to the prescribed destination and must be scrupulously observed by the Supplier.

6.2. Should the Supplier be unable to make the total or partial delivery within the scheduled term, it must immediately notify the Client, explaining the reasons for the impossibility or delay.

6.3. In the event that the delay or impediment is not due to recognized causes of force majeure (as subsequently defined in art. 18.2), or when the reasons for the delay or impediment are not immediately communicated, the Client shall have the right to terminate the contract with the Supplier by law, without the latter being entitled to any compensation.

6.4. The Client also has the right to order the undelivered material or the unperformed service from another supplier within 30 days from the requested and/or confirmed delivery date, seeking recourse against the Supplier for any damage resulting from differences in price or conditions and for other recoverable damages.

Article 7: Client's Verifications

7.1. The Client has the right to carry out, through its appointed personnel, inspections at the Supplier's premises to ascertain the progress of the work or to check the quality of the materials, samples, or services subject of the Purchase Order.

7.2. The Supplier undertakes to assist the Client in every request for documentation, to obtain and promptly transmit to the Client, at its own care and expense, all the necessary documents as well as all permits, licenses, and certifications relating to the Product and its safety necessary for the purpose of authorizing its commercialization and to hold the Client harmless for the failure to comply with such bureaucratic formalities.

Article 8: Packaging

8.1. The checks on the products by personnel appointed by the Client do not exempt the Supplier from the supply requirements and the related guarantees.

8.2. No charge for the packaging of the Product may be made to the Buyer, the relative cost being considered included in the price agreed for the purchase of the Product, unless there is a prior express written derogation.

8.3. The packaging will be carried out in a workmanlike manner, in accordance with the type of transport foreseen or foreseeable, exonerating the Client from any liability in case of losses and damages caused by inaccurate transport or handling. The Supplier undertakes to carry out the specific instructions on packaging indicated by the Client in the purchase order.

Article 9: Transport

9.1. The packaging must be adequate for the supplied material and carried out in compliance with the relevant regulations, and all damages resulting from imperfect packaging or careless shipping.

9.2. No charges for storage at departure, packaging, forwarder fees, or other expenses that have not been expressly authorized by the Client will be recognized.

9.3. Deliveries made directly to the Client's premises or to a different destination must always be accompanied by a regular transport document containing the details of the Purchase Order.

Article 10: Delivery

10.1. The delivery of materials must be limited to the quantity ordered.

10.2. The Client assumes no responsibility for materials sent by mistake or outside the Purchase Order or in excess of the quantity ordered.



10.3. As a rule, all material is received at the time of delivery with reservation for further quality and quantity control.

10.4. Should the Client find, upon arrival or during processing or the initial period of operation of the appliance or plant for which they are intended, that the delivered materials do not correspond to the specifications contained in the Purchase Order or to the submitted samples, these will be rejected and will be at the disposal of the Supplier, who must arrange for their collection.

10.5. After a period of eight days, the Client will have the right to return them to an assigned place and with recourse for any expenses incurred.

10.6. The replacement, unless otherwise agreed, must take place under the conditions established in the Purchase Order and in the shortest possible time, which must be communicated to the Client for acceptance.

Article 11: Warranty

11.1. The Supplier declares and guarantees that the materials subject of the Purchase Order are free from patent or latent defects, in design and manufacture, and are suitable for the use for which they are intended.

11.2. Unless otherwise specified in the purchase order, the warranty is valid for a period of twenty-four months starting from the commissioning of the equipment or plant on which the materials subject of the Purchase Order have been used.

11.3. In case of detection and reporting of vices or defects, the Client has the right, at its discretion, to request the Supplier for the immediate repair or replacement of the defective goods with the related charges borne by the Supplier, or to deduct from the amount due to the Supplier the value of the supply or part of it that was not compliant with the Purchase Order.

11.4. Should the Supplier be delayed in eliminating the vices and/or defects or should there be urgent reasons, the Client will have the right to eliminate or have the vices and/or defects eliminated and to provide for the replacement of the parts not conforming to the Purchase Order at the Supplier's expense and risk, without prejudice to the right to compensation for damage of any nature, including indirect or consequential damage to the vice and/or defect of the delivered goods.

11.5. For the entire warranty period, the Supplier is obliged to hold the Client harmless from any claim for damages that the latter may suffer, from its customers and/or third parties, in relation to damages of any nature to persons or property attributable to vices or defects of the supplied goods.

11.6. The costs for the replacement and/or repair of the goods are entirely borne by the Supplier and the components replaced under warranty are guaranteed for a further period of twelve (12) months starting from the replacement and/or repair.

11.7. The Supplier is also held responsible for all damages caused to the product subject of the supply during transport.

Article 12: Terms and methods of payment

12.1. Invoices must be made out and addressed in accordance with what is indicated in the Purchase Order.

12.2. Each invoice must refer to a single delivery or shipment and must contain the number and date references of the Purchase Order.

12.3. The value of any goods rejected for scrap will be deducted from the invoices together with the expenses and recoverable damages that have not already been reimbursed.

12.4. For the purposes of payment due dates, the date of receipt of the invoice is considered valid.

12.5. Our Recipient Code to which to send the electronic invoices issued by you to us:



Company Name: B&B Hotels Italia S.p.A.

Registered Office: Via Domenichino, 19 - 20149 Milan (MI)

Tax Code / VAT no.: 06291950969 - SDI Code: J6URRTW

PEC Address: amministrazione.bbhotels@registerpec.it. - e-mail: amministrazione@hotelbb.com

12.6. Invoice payments will be made only by bank transfer to a bank that must be indicated directly on the invoice by the Supplier.

Article 13: Compliance with rules, laws, and regulations

13.1. The Supplier declares to regularly fulfill all legal, administrative, and contractual obligations towards its employees regarding both remuneration and social security and welfare contributions, and the methods and formalities inherent in their payment.

13.2. The Supplier declares to have fulfilled all the requirements provided for in the matter of health and safety of workers.

13.3. The Supplier also undertakes to comply with the provisions of the subsequent articles 20 and 21 of these general purchasing conditions.

Article 14: Samples, drawings, and technical documents

14.1. The Supplier undertakes, also towards its own personnel, to maintain the strictest confidentiality, with a prohibition of disclosure to third parties regarding documents, photographs, drawings, information and any other material provided by the Client; it also undertakes not to use such material for purposes other than the fulfillment of contractual obligations, unless expressly authorized in writing by the Client.

14.2. The Supplier also undertakes to maintain the strictest confidentiality regarding all information and news relating to the Client of which it may become aware in the execution of the supply.

Article 15: Subcontracting and Assignment of the contract

15.1. The Supplier undertakes not to subcontract, in whole or in part, the supply without the prior written consent of the Client.

15.2. The Supplier undertakes not to assign, in whole or in part, the supply contract without the prior written consent of the Client.

Article 16: Indemnity and Insurance

16.1. The Supplier undertakes to hold harmless and indemnify the Client from any prejudice the latter may suffer in consideration of claims for damages made by the Client's customers for damages caused by the Supplier's personnel and/or subcontractors.

16.2 The Supplier shall, at its own expense, take out a Third-Party Liability (RCT) insurance policy (with a primary insurance company and with deductibles and ceilings defined in the Purchase Order or, in their absence, under normal market conditions) to cover its liability for damages to third parties for any reason, as well as an Employer's Liability (RCO) insurance policy with ceilings defined in the Purchase Order or, in their absence, under normal market conditions. The Supplier must deliver a copy of the aforementioned insurance policies to the Client.

Article 17: Termination

17.1. The Parties mutually acknowledge that the supply contract may be terminated by the Client, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, should the Supplier:



- a. violate articles 5, 6, 10, 13, 14, 15, 16, 17, 18, 19, 20, and 21 of the general purchasing conditions;
- b. become insolvent or be the subject of a bankruptcy petition or request for admission to any insolvency procedure;

17.2. The supply contract shall be deemed terminated by right upon receipt by the Supplier, at its registered or administrative office, of a registered letter with acknowledgment of receipt in which the Client's express will to avail itself of this express termination clause is declared.

Article 18: Acquiescence and Force Majeure

18.1. Any waiver, express or tacit, by the Client to avail itself of any of the agreements contained in these general purchasing conditions, or acquiescence to a breach or non-observance of an agreement by the Supplier, may not be considered in any way as a waiver of the provisions of that agreement and will not prevent the Client from requesting its fulfillment or that of any other agreement and from acting by virtue of the same or as a result of any other breach or violation.

18.2. The non-performance of the obligations of one of the Parties, which is prevented by objective circumstances that are unforeseeable and beyond its control, will not constitute a breach of the obligations assumed in the Purchase Orders. In this regard, events of force majeure will be considered (by way of non-exhaustive example) wars, fires, floods, general strikes, lockouts, pandemics, embargoes, and orders of the public Authority. The Party that is prevented from fulfilling its obligations by an event of force majeure must immediately notify the other Party and must take every reasonable measure to overcome such impediment and continue the fulfillment of its contractual obligations.

Article 19: Personal data processing

19.1. With reference to the processing of personal data that may derive from the execution of this agreement, the parties undertake to comply with EU Regulation 679/2016 on the protection of personal data ("GDPR") and Legislative Decree 196/2003, as subsequently amended by Legislative Decree 51/2018 and Legislative Decree 101/2018, and subsequent amendments (jointly with the GDPR, the "Privacy Law") with particular reference to the profiles relating to the methods of data processing, data requirements, the designation of authorized subjects and data processors, the custody and security of information. The parties acknowledge that acting in full compliance with the Privacy Law is an essential condition for the correct execution of this agreement.

19.2. Each party, in relation to the information obligation under the Privacy Law, declares to have been duly informed pursuant to art. 13 of the GDPR and in particular: (i) that all information acquired from the other party by virtue of this agreement and in the negotiation phase may be subject to processing under the Privacy Law, in both electronic and manual form, in order to execute this agreement and fulfill every related obligation of a fiscal, remuneration, contributory, insurance, welfare and any other legal obligation deriving, directly or indirectly, from this agreement; and (ii) of the possibility of exercising the rights recognized to the interested party pursuant to articles 15-21 of the GDPR, including the right to obtain confirmation of the existence or not of the same personal data and to know its content and origin, verify its accuracy or request its integration or updating, rectification, cancellation or transformation into anonymous form, as well as to request the blocking of personal data processed in violation of the law and to oppose in any case, for legitimate reasons, their processing by written communication to be sent to the other party, data controller, and the right to the portability of their personal data and that of lodging a complaint, a report or an appeal to the Guarantor for the protection of personal data, where the conditions are met.

19.3. Considering the above, each party expressly authorizes the inclusion of its data in the databases of the other party, allowing the other party to process and communicate its data to third parties, should such processing or communication be necessary for the following purposes related to this agreement:

- Fulfillment of specific accounting and tax obligations;
- Management and execution of the relationship and contractual obligations;
- Purposes related to obligations provided for by laws, regulations or community legislation, as well as by provisions issued by legitimately empowered Authorities;



- Management of litigation;
- Statistical purposes; and
- Internal control services.

The parties undertake, each for its own competence, to maintain confidentiality and to adopt every technical and organizational security measure imposed by the Privacy Law to protect the data collected in the execution of this agreement against accidental or unlawful destruction, accidental loss and damage, alteration, unauthorized disclosure or access and against any other unlawful and unauthorized form of processing.

19.4. The parties mutually acknowledge that for the performance of this agreement, they will act as independent data controllers, each for its own area of competence.

19.5. The parties undertake that all their respective personnel involved in the execution of this agreement will respect the Privacy Law, including the aspects relating to the security and confidentiality of personal data.

19.6. Each of the parties undertakes, in the event of non-compliance with the obligations assumed and/or the guarantees provided pursuant to this article, to hold the other party harmless from any claims or disputes that may be advanced both by third parties (and in particular by the interested parties, on the basis of the rights attributed to them by articles 15 - 21 of the GDPR) and by the Guarantor for the protection of personal data in relation to the Assignment, thus assuming all responsibility (including for damages) connected with the active or omissive conduct of its own or of any collaborators.

Article 20: Business Ethics – Violations

20.1. The Supplier declares to have adopted all necessary measures and, in particular, to have adopted and implemented adequate procedures and codes of conduct to prevent any violation of the laws and regulations relating to the fight against corruption, influence peddling and other ethical violations in conduct. In this regard, it:

- prohibits all forms of corruption, influence peddling and other ethical violations;
- undertakes to put in place preventive measures to identify cases of ethical violation and to maintain procedures and controls such as to ensure compliance with the relevant current regulations also by its peripheral units, as well as by its own directors, employees, agents and other subjects acting or providing services in its name or on its behalf;
- undertakes to record in its bank accounts all the services provided under this Agreement.

Article 21: Anti-corruption commitment

21.1. The Supplier guarantees that its directors, officers or employees have not offered, promised, given, authorized - neither in the past, nor in the future at any time in relation to and during the period of validity of the Agreement - sums of money or any other benefit (or implied that they will do so or may do so in the future) in any way in relation to the Contract and to have taken reasonable measures to prevent this from happening by its subcontractors, agents, controlled companies or other third parties, from or on which it can exercise a decisive influence.

21.2. The Supplier shall prohibit the following practices at any time and in any form involving a public official at an international, national or local level, of a political party, a party official or a candidate for political office and any of its directors, officers or employees (regardless of whether such practices are conducted directly or indirectly, including through third parties):

1. corruption, i.e. the offer, promise, granting, authorization or acceptance of money or any other advantage/benefit for any of the persons listed above or for any other person in order to obtain or maintain business or to obtain any other improper advantage (e.g. relating to the awarding of public or private contracts, regulatory authorizations, taxation, customs, judicial and legislative procedures).
2. Corruption often includes:



- the return of a part of a contract payment to government or party officials or employees of the other contracting parties, their close relatives, friends or business partners;
 - the use of intermediaries such as agents, subcontractors, consultants or other third parties to direct payments to government or party officials, or to employees of other contracting parties, their relatives, friends or business partners.
2. extortion or incitement, i.e. the demand for bribes, whether or not accompanied by a threat in the event of refusal of the request.
 3. The B&B Hotels Group will oppose any attempt at extortion or incitement and is encouraged to report any such attempt through the official or unofficial reporting mechanisms available, unless such reporting is deemed counterproductive given the circumstances.
 4. illicit influence peddling, i.e. offering or inciting an undue advantage in order to exert a real or presumed influence in order to obtain an undue advantage for the initial instigator or for other persons from a public official.
 5. money laundering of criminal proceeds, concealment or disguise of the origin, location, sale, transfer or ownership of assets, knowing that they are the proceeds of crime.
 6. any type of agreement with competitors for the purpose of distorting and/or disrupting the rules of the market, competition and the freedom of prices. The "corrupt practices" used in this clause include bribery, extortion or incitement, influence peddling and the laundering of the proceeds of such practices.

Article 22: Conflict of interest

22.1. Both Parties undertake to avoid any situation that could give rise to a conflict of interest and compromise the impartial and objective execution of this Agreement due to the presence of persons who are directors, employees or consultants of one Party who are also directors, employees or consultants of the other Party or as a result of other similar situations in which the decisions of one of the Parties are flawed by the presence of a conflict of interest for the person or body making the decision.

22.2. Each Party shall take all necessary measures to prevent, identify, assess and manage conflicts of interest for the entire period of validity of the Agreement. Each Party also undertakes not to make any commitment that could compromise its own independence, rectitude or objectivity or that of its employees. Furthermore, each Party undertakes to notify the other Party immediately (i.e. no later than the next working day) of all situations of which it becomes aware and which could, even potentially, involve a conflict of interest.

22.3. The Supplier undertakes to identify and avoid internal and external conflicts of interest that could hinder the ability of its employees, managers and any representative to behave objectively and impartially in the exercise of their functions and responsibilities. The Supplier undertakes to immediately inform the B&B Hotels Group in writing of any risk of conflict of interest, in particular, but not exclusively, within the purchasing process.

Article 23: Money laundering, terrorist financing and tax fraud

23.1. The Supplier undertakes to comply with all regulations relating to the fight against money laundering, the financing of terrorism and tax fraud. In this regard, it undertakes not to implement or participate in any practice that constitutes the laundering of assets, whether they be real estate income or capital.

23.2. The Supplier guarantees that neither it nor any of its directors, officers or employees has undertaken or will undertake at any time any practice or conduct that constitutes an offense under the applicable laws and regulations against money laundering, the financing of terrorism and tax fraud.

23.3. The Supplier guarantees to the other party that it has and effectively implements procedures to combat money laundering, the financing of terrorism and tax fraud.

23.4. The Supplier undertakes to implement the requests of the B&B Hotels Group deriving from regulations on the fight against money laundering, the financing of terrorism and tax fraud.



Article 24: Restrictions on business relationships

24.1. A "restricted person" means any person or entity:

- identified by a government or authority as a person or entity with whom the Service Provider or its affiliates may not engage in business relationships, including, but not limited to, any person or entity on the United Nations (UN) Specially Designated Nationals and Blocked Person List (SDN) and managed and consolidated by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury.
- of which 10% or more of the capital is held, directly or indirectly, by one of the persons or entities listed above;
- customarily resident, registered or resident or acting on behalf of a country or territory subject to embargo by the United States, or owned or controlled by the government of such country.

24.2. The Supplier undertakes to respect the positions of the B&B Hotels Group in this regard.

24.3. The B&B Hotels Group's positions are business decisions made in relation to the relationships that exist with any country. These may contain stricter requirements than the trade restrictions provided for by the authorities and are based on considerations of exposure to compliance risks (including, but not limited to, money laundering, corruption and terrorist financing and export restrictions such as embargoes or international sanctions).

24.4. The positions of the B&B Hotels Group may change during the course of the contractual relationship. For this reason, the B&B Hotels Group reserves the right to regularly notify the Supplier of any changes.

24.5. The Supplier undertakes to comply with all applicable laws and regulations, including, but not limited to, those relating to economic sanctions (including global and/or sectoral embargoes and sanctioned parties) and those relating to export controls (including military or dual-use products) hereinafter referred to as "Trade Restrictions". For the purpose of clarity, applicable laws and regulations may include - by way of example but not limited to - those of the United Nations, the European Union, the OSCE or the United States.

24.6. The Supplier must not, directly or indirectly, expose the B&B Hotels Group with its actions to a risk of violation of the applicable Trade Restrictions. In addition, the Supplier must not supply, sell, transfer, export, re-transfer, re-export, make available or use any Product or Service provided by the B&B Hotels Group in such a way as to circumvent the applicable sanctions.

24.7. The Supplier may only supply, sell, transfer, export, re-transfer, re-export, make available or use the products or services in accordance with applicable laws and shall not carry out any of the above activities, directly or indirectly with:

1. a company located, registered, incorporated, domiciled or having its registered office in a jurisdiction affected by the applicable Trade Restrictions.
2. a person, entity or organization that:
 - Is designated or appears on a list of Trade Restrictions,
 - Owned or controlled by a person specifically designated or listed as a Trade Restriction, or
 - Acting in the name or on behalf of any person specifically designated or listed in a Trade Restriction (hereinafter "Sanctioned Persons"); and
3. for any use, purpose or activity prohibited or restricted under the Trade Restrictions.

24.8. In the event that the B&B Hotels Group has reason to believe that any of its products or services has been supplied, sold, transferred, exported, re-transferred, re-exported, made available or used in a legal system subject to applicable Trade Restrictions, or by a Sanctioned Person or for any use, purpose or activity prohibited or subject to Trade Restrictions, the B&B Hotels Group reserves the right to:

1. immediately suspend its obligations under this Agreement;
2. request further information or evidence from the Supplier, including, but not limited to:
 - any license, authorization or approval obtained by the Supplier in connection with the supply, sale, transfer, export or use of the products or services;



- any certificate or undertaking issued by the end-user of the Products and provided to the Supplier;
- any commercial or transport documentation, including in particular invoices or bills of lading;
- 1. in order to verify the end use or end users of the products or services.
- 2. take any necessary and appropriate action in relation to the relationship with the Supplier.

24.9. The Supplier certifies, as of the date hereof, that neither it, nor any of its affiliates, nor any of its directors or officers is a Sanctioned Person. The Supplier undertakes to immediately notify the B&B Hotels Group if it, any of its affiliates or if any of its respective directors or officers are Sanctioned Persons. Furthermore, the Supplier undertakes to immediately inform the B&B Hotels Group if it becomes aware or has reason to believe that it, one of its affiliates, one of its directors or managers, has become a Sanctioned Person.

24.10. In the event that any of the products or services provided by the B&B Hotels Group is again supplied, sold, transferred, exported, distributed or made available to third parties, the Supplier undertakes to take any action reasonably necessary to ensure that such third parties (a) comply with the applicable Trade Restrictions and the Positions of the B&B Hotels Group, and (b) do not expose the B&B Hotels Group to the risk of violating the aforementioned applicable Trade Restrictions or the Positions of the B&B Hotels Group.

24.11. The Supplier undertakes to indemnify and protect the B&B Hotels Group from any loss, cost, action, damage, liability, expense, including legal fees, and the costs of transactions or legal actions, caused by any violation of the applicable Trade Restrictions and the Positions of the B&B Hotels Group by the Supplier; and the Supplier will indemnify the B&B Hotels Group for any losses or expenses arising therefrom. The Supplier will be responsible for any act or omission committed in the performance of its obligations under this clause, whether committed by itself or by its officers, employees, affiliates, agents, suppliers or subcontractors, whoever they may be.

24.12. The Service Provider may not transfer this Agreement or any of its obligations to any Sanctioned or Restricted Person or to any person or entity in which a Sanctioned Person has an interest or provides financing.

Any such transfer without the prior written consent of the B&B Hotels Group constitutes a serious breach, for which the B&B Hotels Group has the right to terminate this contract and to claim damages.

Article 25: Fight against modern slavery

25.1. The Supplier:

- undertakes to comply with all applicable laws and regulations regarding the fight against modern slavery and human trafficking in the countries in which it operates;
- undertakes to take note of the police commitments regarding the fight against modern slavery set out in the B&B Hotels Group document;
- undertakes to prepare its own policy against modern slavery, including the principles of the B&B Hotels Group's policy, and to raise awareness of the issue among its staff.

25.2. More generally, and without this list being exhaustive, the Service Provider undertakes to:

- not to use forced labor;
- not to use child or slave labor;
- not to mistreat, threaten to mistreat, sexually harass or otherwise verbally abuse or intimidate its staff or subcontractors.

25.3. The Supplier undertakes not to authorize its suppliers, contractors or subcontractors to:

- resort to forced labor;
- use child or slave labor;
- abuse, threaten to physically abuse, sexually harass or otherwise verbally assault or intimidate their staff or subcontractors.

25.4. The Supplier:



- certifies that, to the best of its knowledge, neither it nor any of its agents, employees or other associated persons has been convicted of any offense relating to modern slavery and human trafficking;
- attests that, to the best of its knowledge, it is not the subject of any investigation or proceeding in relation to an allegation of slavery or human trafficking in any part of the world;
- undertakes to inform the B&B Hotels Group as soon as it becomes aware of:
- any actual or potential violation of this clause; or
- any actual or suspected slavery or human trafficking in its supply chain in relation to this agreement;
- authorizes the B&B Hotels Group and its representatives to access the hotel in the event of reasonable suspicion of a violation of this clause and to inspect the hotel.

25.5. For its part, the B&B Hotels Group undertakes to provide its suppliers and business partners with a copy of the B&B Hotels Group's policy on combating modern slavery.

Article 26: Respect for human and labor rights

26.1. The Supplier undertakes to respect all internationally recognized laws, regulations and standards relating to human rights, fundamental freedoms, respect for the individual, health and safety, in particular the "Universal Declaration of Human Rights" and the "Declaration of the International Labour Organization".

26.2. The Supplier guarantees compliance with social legislation in terms of the regularity of the hiring of personnel assigned to the execution of the subject of this Agreement, regardless of whether the personnel are or are not required to work in the local units of the B&B Hotels Group and in the places of execution of the subject of this Agreement.

26.3. The Supplier is strictly prohibited from carrying out undeclared work activities, which may in particular take the form of an omission of mandatory declarations or formalities relating to the hiring of employees or the concealment of hours worked.

26.4. Any irregularity in the situation of the Supplier's personnel or its subcontractors constitutes grounds for immediate termination of the Contract without notice.

26.5. The Supplier undertakes to respect and promote the principles of diversity and equal opportunities. The Supplier prohibits all forms of discrimination, including, but not limited to, discrimination based on ethnic, social or cultural origin, sex, age, physical characteristics, disability, religion, sexual orientation, marital status or trade union membership. The Supplier undertakes to maintain a work environment in which all employees are treated with dignity and respect.

26.6. As an employer, the Supplier undertakes to comply with its tax and social security obligations and to pay its employees in accordance with the laws in force. In particular, the Supplier undertakes to respect the social norms relating to social dialogue and trade union rights. The Supplier undertakes to provide its employees with a healthy working environment and to adopt adequate preventive measures regarding the health and safety of personnel and third parties.

Article 27: Fair competition

27.1. The Supplier undertakes to carry out its activities in a fair manner and not to adopt any conduct that could damage the reputation or business interests of the B&B Hotels Group for the entire duration of this Agreement and for a period of one year from the termination of this Agreement. This includes, but is not limited to, the prohibition of disclosing confidential information, stealing customers or employees of the Company, and tarnishing the Company's brand image.

27.2. The Supplier is required to comply with all contractual and legal obligations relating to fair competition, including those relating to the protection of intellectual property rights.



27.3. This clause is not intended to limit the professional freedom of the Supplier or to prevent the development of its professional activities, but solely to ensure that any competition is conducted fairly and in compliance with the commitments and interests of each party.

Article 28: Audit, verification and compliance with the commitments made

28.1. The B&B Hotels Group may conduct or have conducted unannounced, semi-announced and scheduled audits to ensure that the Supplier and its affiliates, their directors, officers, consultants, representatives, employees or agents comply with the above requirements, including the proposal to remedy any violations and non-conformities.

28.2. At every reasonable request from the B&B Hotels Group, the Supplier undertakes to provide the necessary information to confirm or demonstrate compliance with the above and to facilitate access to the representatives of the B&B Hotels Group should they wish to verify compliance with these requirements.

28.3. It must also, as soon as possible and to the extent that it is legally able to do so, notify the B&B Hotels Group of any investigation, legal proceeding relating to an alleged regulatory violation or other action against it or a person of any of the companies connected to it, as well as against directors, employees, agents and/or any other person acting or providing services in its name or on its behalf.

28.4. In the event of an investigation by an investigating judicial authority or as part of a compliance audit, the Supplier undertakes to ensure active cooperation and to communicate any possible useful information as well as to improve or correct any shortcomings found.

28.5. Any violation by the Supplier of such commitments may result in the immediate termination of this Agreement. The Supplier undertakes to indemnify and hold harmless the B&B Hotels Group and its representatives from any loss, claim, cost or expense (including legal and legal fees) incurred as a result of the violation of the aforementioned articles, including any violation committed by the Supplier's affiliates or their directors, officers, consultants, representatives, employees or agents.

Article 29: Organizational model pursuant to Legislative Decree 231/2001 and Code of Ethics

29.1. The Supplier is aware that B&B Hotels Italia S.p.a. adopts the organizational model pursuant to Legislative Decree 231/2001 and subsequent amendments and the related code of ethics, which it declares to have read at the following link jo.my/allegati-231-fornitori.

29.2. The Supplier undertakes to respect and to ensure that its employees respect the principles of the aforementioned organizational model and its annexes, and undertakes not to engage in any conduct that could violate its provisions. The violation of the rules contained in the aforementioned documents constitutes a serious contractual breach and gives rise to the right to terminate the contract pursuant to Article 1456 of the Civil Code.

29.3. The Supplier hereby indemnifies B&B Hotels Italia S.p.a. from any sanctions or damages that may arise for the latter due to the violation of the aforementioned provisions by the Supplier or any of its employees.