

## ***Virtual Data Room Regulation***

### **Premises**

This document is intended as the Regulation of the Virtual Data Room (hereinafter also referred as "**Regulation**") and, as such, lays down the ways of access and consultation of documents, information and data made available in the Virtual Data Room.

### **Premises and definitions**

Below some definitions of the terms used in this Regulation are provided:

"**Seller**": the company Autostrada Pedemontana Lombarda S.p.A.

"**Vdr**": Abbreviation for Virtual Data Room

"[\*]": [\*], the company providing the service and the support to the users of the Vdr (internet domain [\*]).

"**Users**": those who - after specific signature of confidentiality agreement and other documents required by the Seller and under the Seller's sole judgment - have received an invitation to access to the Vdr.

"**Administrator**": the Administrator of Vdr on behalf of the Seller.

"**Transaction Manager**": the professional of the Seller that takes care of all the technical aspects of the negotiations.

"**Interested Parties**": those who have expressed interest to the Seller in accessing the Vdr.

"**Documents**": the information, the documents or the single document and, more in general, the whole contents of the Vdr.

"**Confidentiality Agreement**": the document that the Interested Parties must sign to ensure total confidentiality about the acquired information related to the Seller.

Given the above and defined as an integral part of this Regulation.

### **1. Virtual Data Room Regulation**

1.1 The Regulation identifies the terms and conditions set by the Seller and by which the Vdr, made available by [\*], is accessible to users. The Premises and definitions are an integral part of this Regulation.

1.2 [\*] provides a service that allows, in complete safety and confidentiality, the loading of confidential documents and their view with the consent of the Administrator who determines operational and view limitations of the documents for the Users. [\*] has no power and responsibility over the management of Users access and / or their changes, in the management of Documents.

1.3 Each action performed within the Vdr, including but not limited to, accessing, viewing of documents, requests, loading documents is tracked by the Vdr and can therefore be monitored

by the Administrator. For any legal dispute with the Users, the log will be maintained available to the Seller by [\*] for the opening time of the Vdr.

## **2. Limitation of Liability**

2.1 No responsibility can be attributed to the Seller, its employees and professionals by the Interested Parties of the Users with respect to the accuracy, reliability and completeness of the information available in the Vdr, including those contained in the answers to specific questions, or for any damage resulting from the suspension, termination of the access to the Vdr.

## **3. Confidentiality Agreement**

3.1 Users are obliged to fulfill the obligations of the Confidentiality Agreement.

## **4. Access to the Vdr**

4.1 The Vdr is made available by [\*] in a special webpage whose address will be communicated to the Users by a specific invitation by the Administrator.

4.2 After receiving the invitation email, each User shall register following the instructions received. Registration implies the creation of a username and password that are strictly personal and cannot be disclosed to third parties.

4.3 The Administrator is the only responsible for the management of the invitation to the Vdr and the structuring of the Vdr itself, including but not limited to, documents loading, visibility from the Users.

4.4 By accepting this Regulation, Users are aware that they shall have the outmost care and confidentiality of their strictly personal and confidential login credentials, username and password, and shall not communicate them to any third party.

4.5 By accepting this Regulation, Users are aware that their access to the Vdr can be suspended, interrupted or modified at any time.

## **5. Security**

5.1 The consultation of the Documents shall be made by broadband internet connection, avoiding internet cafes or places that could compromise the security of the connection used by the User.

5.2 Users shall not leave the computer, tablet or smartphone, or any other form of communication through which they access to the Vdr unattended before logging out.

5.3 Users must take all the precautions to make sure that none of the information, documents of the Vdr is visible, downloadable, accessible to third parties.

5.4 After terminating the Vdr consultation session, Users are required to log out and close the window of the browser.

## **6. Use of the Vdr**

- 6.1 Users shall not photocopy, download, scan, copy, save, reproduce, photograph, print, or perform any other operation on the documents and the contents of the Vdr, unless they have been authorized to do so by the Administrator, and will be responsible for ensuring with the outmost care that none of the actions mentioned in the section 6.1 may be carried out by third parties.
- 6.2 Users cannot attempt to change, alter, damage or destruct documents and cannot attempt to force the security systems of the Vdr or allow access to third parties using their credentials.
- 6.3 Users shall not create links to the Vdr or post any document or any information of the Vdr.
- 6.4 Users shall not disclose by any means documents or information contained in the Vdr and shall not infringe any intellectual property rights.
- 6.5 Users are required not to introduce viruses, Trojans or other programs or codes that may threaten the Vdr and the system through which they access to the Vdr.

## **7. Updating of the Vdr**

- 7.1 The Administrator can update, change, delete and add documents in the Vdr at any time. The Users are responsible for inspecting the changes.

## **8. Assistance**

- 8.1 [\*] and his team are available to provide assistance to users of the Vdr by referring to the addresses and email addresses indicated in the invitation mail that each user will receive from the Administrator.
- 8.2 The Vdr is available 24 hours a day, 7 days per week except in cases of force majeure or system updates.
- 8.3 The Administrator may terminate access to the Vdr at any time and does not ensure that the Vdr is available in every single moment or a specific document is available in any format.

## **9. Rights of the Seller**

- 9.1 The Seller reserves the right to exclude any user from accessing to the Vdr in case of prolonged inactivity or in case of violation of the provisions of this Regulation.
- 9.2 The Seller reserves the right to amend, supplement or replace this Regulation at any time. Each new version of this Regulation will be available to all users in the Vdr.

## **10. Assistance**

- 10.1 [\*] and its team are available to provide assistance to users of the Vdr at the following addresses:

E-mail [\*]

Telephone: [\*]

Mobile phone: [\*]

## **11. Jurisdiction**

11.1 Any dispute concerning the interpretation of this Regulation, is conventionally attributed to the exclusive competence of the Court of Milan.