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Service Agreement iPad READY-to-ORDER application

This Agreement for the READY-to-ORDER application (hereinafter the "**Agreement**") is entered into between FieraDigitale S.r.l., a company in the Pitti Immagine Group with registered office in Florence, via Faenza 111 (Tax Code and VAT no. IT06040940485), (hereinafter "**FieraDigitale**") and the party agreeing to the terms set forth herein (hereinafter the "**Customer**"). This Agreement will enter into force once signed by the Customer. If the Agreement is accepted is on behalf of an employer or in any case another party other than a natural person who accepts this Agreement, the Customer represents and warrants that: (i) it has full legal authority to bind the employer or other party to these terms and conditions; (ii) this Agreement has been read and understood and (iii) this Agreement has been accepted on behalf of the party represented. If the Customer does not have the legal authority to bind the employer or other party to these terms and conditions, the same must not sign this Agreement.

This Agreement governs the user license for the READY-to-ORDER application (hereinafter the "APP") by the Customer.

1. APP.

- a. **User license:** the Customer and its APP account users ("**end users**") may access and use the APP pursuant to this Agreement. Under this Agreement, FieraDigitale grants the Customer and end-users a license that is non-exclusive, non-transferable and on a fixed-term. The license is for the mobile APP software to be installed on the Customer's device, as well as the software on the FieraDigitale computer systems, in relation to which the latter is the exclusive proprietor, necessary to make the APP work, exclusively for the purposes specified in this Agreement. The License Agreement does not grant any rights in regards to the original source code. All the techniques, algorithms and procedures contained in the embedded software of the APP to be installed on the Customer's device, as well as the software installed on FieraDigitale computer systems necessary to make the APP work, and in related documentation, is information protected by copyright and is FieraDigitale's property; it therefore cannot be used in any way by the Customer or end users for purposes other than those specified in this Agreement. All trademarks, and every and any distinctive logo or name affixed to the APP and its documentation, shall remain the property of FieraDigitale or their respective owners, without the signing of this Agreement resulting in the Customer granting any rights to the same. The Customer agrees not to destroy, alter or move those trademarks, brands or names.
- b. **Structures and Data Processing:** FieraDigitale uses, as a minimum requirement, standard industry technical and organisational security measures to transfer, store and process Customer data. These measures are designed to protect the integrity of Customer Data and protect it from unauthorised and unlawful access, use or processing. With the acceptance of this Agreement, and as a specific method for performing this Agreement, the Customer expressly consents to the storage and processing by FieraDigitale of Customer Data. "**Customer Data**" means stored data and account data. "**Stored data**" means files and structured data sent to the APP by the Customer or end users. "**Account data**" means the account and contact data sent to the APP by the Customer or end users.
- c. **Changes:** FieraDigitale reserves the right to periodically update the APP. Should any changes materially reduce the functionality of the APP, FieraDigitale shall inform the Customer via the email address associated with the account. Unless otherwise provided for in this Agreement, the email address associated with the account is the only one to which FieraDigitale communications shall be sent.

- d. **Store:** customers may download the APP from the Apple Store, which can automatically update itself according to its own mobile terminal settings. Activation of the service is carried out exclusively by FieraDigitale after it has received payment.

2. The Customer's Obligations.

- a. **Compliance:** the Customer shall comply and ensure end users comply with laws and regulations applicable to the use of the APP and the requirements defined in this Agreement.
- b. **Use and unauthorised access:** the Customer shall prevent unauthorised use of the APP by end users and terminate any unauthorised use or access to the service. The Customer shall promptly notify FieraDigitale of any unauthorised use or access.
- c. **Restrictions:** the Customer is prohibited from (i) selling, reselling or renting the APP; (ii) use the APP for activities where the use or failure of the APP may result in physical injury, death or personal injury, or (iii) without the express written consent of FieraDigitale, to reverse engineer, modify or add to the APP, as well as help, or try to help, someone to do so, unless such restriction is prohibited by law.

3. Suspension.

- a. **Of end user accounts by FieraDigitale:** if an end user (i) violates this Agreement or (ii) uses the Service so that FieraDigitale may reasonably be held liable for any damage, FieraDigitale may suspend or terminate the end user account concerned. In such a case FieraDigitale shall inform the Customer that the account has been suspended and summarise the reasons that led to this decision; the Parties shall cooperate in good faith for the exchange of information necessary for the resolution of the problem.
- b. **Security-related emergencies:** regardless of the provisions of this Agreement, FieraDigitale reserves the right to automatically terminate use of the Service in the event of emergencies related to security. "**Security-related emergencies**" means: (i) a use of the Service that will or may cause an interruption of it, use of the Service by other customers or damage to the infrastructure used to provide the Service and (ii) unauthorised access by third-parties.

In no case shall FieraDigitale be held liable towards the Customer or be required to pay compensation due to the suspension of an end user account.

4. The Customer's Intellectual Property Rights.

- a. **Limited authorisation:** by accepting this Agreement, the Customer grants to FieraDigitale, without consideration, any rights reasonably necessary to make available the services provided through the APP (for example the hosting of stored data).
- b. **List of Customers:** the Customer expressly authorises FieraDigitale to include, without having to pay consideration, the customer's name and any brands or logos in a list of FieraDigitale customers on its website or in promotional materials with the sole purpose of promoting the APP.

5. Fees and payment.

- a. **Fees:** the Customer shall pay the fee as determined in the Order Document and in accordance with the deadlines provided for therein and authorises FieraDigitale to debit the amounts due using the payment method specified by the Customer. The fees are non-refundable except as provided for by law. It is the Customer's responsibility to provide FieraDigitale with complete and accurate invoicing and contact information. FieraDigitale reserves the right to suspend or terminate the accounts of end users in the event of non-payment of fees. The provision of the APP service shall begin upon receipt of payment.
- b. **Automatic renewals:** this Agreement shall have a duration of one year from the time the end user account is activated by FieraDigitale and shall be renewed automatically from year to year for the same number of end users specified in the Order Document, unless written cancellation is sent by registered letter with proof of receipt by the Customer within 30 days of the defined deadline. FieraDigitale may, at any time, unilaterally change the fees for the Service by sending the customer notification at least 60 days before the subsequent debit. In case of failure to cancel the new fees they are expressly approved by the Customer.

- c. **Taxes:** the Customer shall be responsible for payment of any applicable taxes. FieraDigitale shall charge taxes where necessary. If the customer is required to withhold any taxes, it shall provide FieraDigitale with the necessary tax documentation to check the existence of this obligation.
6. **Term and termination.**
- a. **Term.** This Agreement shall remain in force until it expires or until it is terminated for the reasons indicated therein.
 - b. **Termination for breach:** pursuant to Article 1456 of the Civil Code, FieraDigitale or the Customer may terminate this Agreement if: (i) the other party breaches the terms of this Agreement and does not cease this breach within 30 days of receipt of a written notice or (ii) the other party ceases its activities or is subject to insolvency proceedings and this is not remedied within 90 days.
 - c. **Effects of termination:** when this Agreement is terminated, the rights guaranteed by FieraDigitale to the Customer shall immediately cease. Customer data shall be permanently deleted by FieraDigitale upon termination of this Agreement.
7. **Indemnification.**
- a. **By the Customer:** the Customer shall indemnify and hold harmless FieraDigitale against all liability, damages, and costs (including reasonable legal and transactions costs) arising out of a claim by third parties against FieraDigitale or its affiliates concerning: (i) Customer data; (ii) use of the Service by the Customer in breach of this Agreement; or (iii) use of the Services by end users in breach of this Agreement.
 - b. **By FieraDigitale:** FieraDigitale shall indemnify and hold harmless the Customer from and against all liability, damages, and costs (including reasonable legal and transactions costs) arising from a claim by third parties against the Customer based on the assumption that the technology and software used by FieraDigitale and licensed to the Customer breaches or unduly take possession of any copyright, trade secret, patent or trademark of a third party. FieraDigitale shall never be liable for the following under this clause: (i) the use of any part of the Service in modified form or in combination with materials not provided by FieraDigitale and (ii) any content, information or data provided by the Customer, end Users or other third parties.
 - c. **Generic clause:** The party seeking compensation shall promptly notify the other party of the claim and cooperate with it in the defence of the same. The indemnifying party shall have full control and shall take over the defence, except: (i) any transaction involving an admission of liability by the party seeking indemnification requires prior consent in writing, which may not be denied or delayed unnecessarily and (ii) the other party may join in the defence with its own counsel and at its own expense. The above-mentioned indemnification shall be the only remedy for FieraDigitale and the Customer under this Agreement in case of breach, committed by the other party, of the intellectual property rights of a third party.
8. **Warranty Limitation:** the APP and the software and technological services related thereto are licensed. To the extent permitted by law, except as expressly provided for in this Agreement, FieraDigitale disclaims all warranties of any kind, implied, express, legal or otherwise.
9. **Limitation of liability.**
- a. **Indirect limitation of liability:** up to the extent permitted by law, except for the indemnity obligations by FieraDigitale or the Customer, neither the Customer or FieraDigitale shall be liable under this Agreement for (i) any indirect, special, incidental, consequential, exemplary or punitive damages or (ii) loss of use, data, management, revenues or profits (direct or indirect in both cases), even if the party was or should have been aware that such damage could occur and even if the damage is not satisfactorily remedied.
 - b. **Limit on liability:** up to the extent permitted by law, the overall liability of FieraDigitale under this Agreement shall not exceed the amount paid by the Customer to FieraDigitale for the APP in the twelve months preceding the event giving rise to the liability.
10. **Applicable law and Jurisdiction:** This Agreement is governed by Italian law. Any dispute arising from the interpretation, execution and termination of this Agreement shall be subject to the exclusive jurisdiction of the Court of Florence.

11. **Code of Ethics and 231 Model:** FieraDigitale informs the Customer that it has adopted a specific code of ethics (hereinafter, the "Code of Ethics"), available at the link <http://www.fieradigitale.com/corporate-info> so that the Customer may become aware of it. FieraDigitale also declares that it has adopted all the necessary procedures in accordance with the 231 model (Legislative Decree 231 of 06/08/2001), in relation to which the Customer shall receive all the necessary information in writing from FieraDigitale. The Customer hereby declares that it wishes to comply with the specific Code of Ethics and the Law 231 Models adopted by the same. Pursuant to Article 1456 of the Italian Civil Code, this Agreement may be terminated by FieraDigitale with immediate effect without prior notice or any compensation, by notifying the Customer by registered or certified mail in case of significant breach of the obligations in the above-mentioned Code of Ethics or 231 Models.
12. **Miscellaneous.**
- a. **Amendments of the terms and conditions:** Any amendments, additions and/or variations to the Agreement shall only take place in writing. FieraDigitale reserves the right to unilaterally amend this Agreement at any time by notifying the customer of the new text at least 60 days in advance of the effective date of the validity of the new Agreement. The general conditions of the new Agreement shall be posted on the website <http://www.e-pitti.com/en/fieradigitale/terms-and-conditions/readytoorder.html> In the event of failure to terminate subscription within the following 30 days, the amendments shall be intended expressly approved and the Service shall consequently be governed by the new terms and conditions.
 - b. **Inseparable Agreement:** this Agreement, which includes the Customer's invoice and the Order Document, constitutes the entire agreement between the Customer and FieraDigitale regarding the subject matter thereof and supersedes all prior agreements or understandings, whether prior or contemporaneous, written or oral, relating to its subject matter.
 - c. **Communications:** Communications to the Customer shall be sent to the email address indicated by the latter when the Agreement is signed. The Customer is responsible for indicating any changes to said email address.
 - d. **Assignment:** the Customer may not assign or transfer this Agreement or any right or obligation established by the same without the prior written consent of FieraDigitale. FieraDigitale may not assign this Agreement without informing the Customer; the notification obligation shall not apply to FieraDigitale when this Agreement is transferred in any manner to another company in the group of companies FieraDigitale belongs to, or in the event of transformation, merger or demerger of the company, or sale of a company business unit, a branch of the company or in the event of the transfer of company shares.
 - e. **No agency mandate:** FieraDigitale and the Customer are not legal partners or agents, but independent contracting parties.
 - f. **Force majeure:** except for payment obligations, neither FieraDigitale or the Customer shall be held liable for inadequate performance in the event that it arises from a condition which is not within the reasonable control of the parties (for example, natural disasters, acts of war or terrorism, strikes, actions by public bodies or Internet faults).
 - g. **No third party beneficiaries:** there are no third party beneficiaries under this Agreement. Not limited to this section, under this Agreement, end users of a Customer are not third party beneficiaries of Customer rights under this Agreement.
13. **General Contractual Terms and Conditions:** This document contains the general terms and conditions of the APP user license, as well as the software and telecommunication services related to it. The text of these general contractual terms and conditions, pursuant to Article 1341 and 1342 of the Civil Code, is made available and knowable by publication of the same on the website <http://www.e-pitti.com/en/fieradigitale/terms-and-conditions/readytoorder.html>. Any clauses added on the Order Document shall prevail over those contained herein.