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## GENERAL TERMS AND CONDITIONS FOR THE FIERA MILANO GROUP

### PREAMBLE

The present general conditions of sale define the terms and conditions applicable to Contracts, Orders and Releases between any third party and companies in the Fiera Milano S.p.A. Group ("**Fiera Group**") (collectively, the "**Contractual Relationships**").

They consist of two parts, applicable in the following terms and conditions.

The General Conditions included in the General Section are applicable and apply universally to all Contractual Relationships, of whatever kind and scope, that are established with a company in the Fiera Group.

The General Conditions included in one or more of the sections that form part of the Special Section shall be applicable and apply to each Contractual Relationship depending on the nature of the service and the subject matter of each of them and, therefore, their effectiveness is limited and circumscribed by the actual subject matter in the specific Contractual Relationship as may be relevant from time to time.

It is specified that signing this document at the time of registration in the Register of Contractors for the Fiera Group cannot under any circumstances involve any exceptions or be subject to negotiations or exclusions of any kind.

If, following registration in the Register of Contractors for the Fiera Group, a third party establishes a Contractual Relationship with one or more companies within the same Fiera Group, at the time of establishing the same, this document must be signed, if necessary in the most up to date version at that time.

The Fiera Group reserves the right to update these General Conditions from time to time, the signing of which shall be a prerequisite for actual registration in the Register of Contractors.

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### GENERAL PORTION

#### 1. DEFINITIONS

In addition to the terms and expressions defined in other clauses of these General Conditions, or of a Contractual Relationship, the terms and expressions listed below shall have the meaning respectively assigned to each of them:

- i. "**Register of Contractors**": a special register in which all Contractors who establish a Contractual Relationship with Fiera, including Agents, in any capacity, current or potential, are compulsorily registered;
- ii. "**Other Locations**": additional locations other than the Districts, in which Fiera has temporary and/or partial legal availability for the provision of a Service (by way of example but not limited to the Darsena in Viareggio (Lucca) for the Versilia Yachting Rendez Vous event);
- iii. "**Authority**" means any international, European, national or local judicial, legislative, governmental or administrative public authority, as provided by law, including, without limitation, any office, agency, division, department, court or other body having jurisdiction or competence in relation to the Contractual Relationship or any of the Parties;
- iv. "**Assets**": movable or registered movable property relating to, or the subject of, a Service and/or which is the subject of sale, supply, periodic or occasional supply, disposal, loan, lease, rental, or other contractual cause under the Contractual Relationship;
- v. "**Technical Specifications**": technical, operational and managerial aspects relating to the Service as communicated by Fiera to the Contractor and contained in a document (howsoever named) signed or accepted (even tacitly) by the Contractor which constitutes an integral and essential part of a Contractual Relationship and which in any case shall prevail over any Bid;
- vi. "**General Conditions**": the present general conditions from Fiera;
- vii. "**Knowledge**": the Contractor's state of knowledge of information in any form that has been learned or referred to, or of which it is in possession, which shall also include knowledge of facts and events which, although not known to the Contractor, could and should have been known based upon professional due diligence and prudence;
- viii. "**Contract**": the contract made between Fiera and the Contractor governed by the present General Conditions (including any relevant appendices and any *addenda* for inclusion/amendment);
- ix. "**Contractor**": a private individual or corporate body (including tertiary sector entities) which, using its own independent organization of resources and management required and at its own risk, provides Fiera with a

Service; the term Contractor therefore identifies the contractual counterpart for each Contractual Relationship (by way of example, in the case of a contract, the Contractor is either "contractor" or "supplier");

- x. **"Agent"**: any third party, other than Staff, instructed by a Contractor for any reason, to perform, in whole or in part, even temporarily, the Service and/or any business related and/or connected thereto, even if not expressly authorised by Fiera;
- xi. **"Descriptive Dossier of the District"**: the Fiera Group's document containing a description (with plans and technical data) of the Exhibition District, in force and as updated from time to time;
- xii. **"Fiera"**: each company of the Fiera Group as better specified in Clause 1 below and/or the Fiera Group itself, depending on the circumstances, as specified in the General Conditions or in each Contractual Relationship;
- xiii. **"Property"**: work consisting of building one or more immovable properties subject to a Service having the nature of a works contract;
- xiv. **"Law"** means any and all applicable and binding legislation (regardless of the name of the law) including European Union legislation, any regulation, permit, license, and authorization, whether Italian or otherwise, to which the Parties are subject, and any other act or measure of any ranking or source (including those of a judicial nature) issued by any Authority having jurisdiction over the Parties or the Contractual Relationship;
- xv. **"Bid"** or **"Financial Bid"**: any bid, quotation and any other similar document, including any technical attachments, transmitted by a third party to Fiera, even in response to a Call for Tenders, which Fiera reserves the right to accept or not, at its sole discretion;
- xvi. **"Work"**: work consisting in the execution of one or more Assets subject to a Service having the nature of a works contract;
- xvii. **"Order"**: any order relating to the performance of a Service issued by Fiera and transmitted to the Contractor (to be understood as including any attachments);
- xviii. **"Party(ies)"**: Fiera and the Contractor taken individually/jointly;
- xix. **"Staff"**: staff, whether or not employed, including self-employed workers, ancillary workers, contractors and consultants, in any capacity whatsoever, employed or otherwise involved, as the case may be, by the Contractor, in addition to its Agents, if any, in the performance of the Services;
- xx. **"Districts"** and/or **"Trade Fair Districts"**: are the trade fair districts that legally available to Fiera (by way of example but not limited to those of Rho Fieramilano and Fieramilanocity);
- xxi. **"Contractual Relationship"** means all commitments and performances inherent in and consequent upon a Contract and/or Order or Release;
- xxii. **"Technical Regulations for the Districts"**: a document from the Fiera Group bearing this name containing the technical provisos for use of the Districts, in force and as updated from time to time;
- xxiii. **"Call for Tenders"** or **"CfT"**: an invitation made by Fiera to a third party, based on its own estimates of possible requirements, as the case may be;
- xxiv. **"Release"** means any "release", construed as the execution of a divisible part, relating to the performance of a Service or Contract (to be construed as including the supply of any attachments pertaining to such divisible portion);
- xxv. **"Results"**: all inventions, knowledge, data, information, of whatsoever kind and nature, methods, specifications, know-how, software, photographic images, videos, drawings, solutions, deliverables conceived, implemented or developed, as the case may be, by a Contractor in performance of a Service, including any output liable to be the subject of industrial and/or intellectual property rights;
- xxvi. **"Service"**: a service, of any nature whatsoever, referred to in the Contractual Relationship that the Contractor undertakes to perform in favour of Fiera, in accordance with the present General Conditions, the Contractual Relationship itself, the Law and Fiera's instructions;
- xxvii. **"Smart District"** or **"Smart District Project"**: a set of projects that Fiera is progressively implementing as part of its digital transformation programme which, by exploiting the potential of IoT (*Internet of Things*) and geolocation, shall, in the short to medium term, make it possible to implement advanced methods for planning work and also for managing services provided by third-party contractors to the Fiera Group.

## 2. EXTENT OF ENTITIES IN THE FIERA GROUP

The General Conditions shall apply to every Contractual Relationship relating to the performance of a Service on behalf of Fiera, Fiera being understood to be each of the following companies in the Fiera Group:

- a) Fiera Milano S.p.A. whose registered office is in Milan, Piazzale Carlo Magno 1, whose tax code, VAT number and registration number at the Milan, Monza Brianza and Lodi Companies Registry is 13194800150;
- b) Fiera Milano Congressi S.p.A. whose registered office is in Milan, Piazzale Carlo Magno 1, whose tax code, VAT number and registration number at the Milan, Monza Brianza and Lodi Companies Registry is 11292010151;
- c) Nolostand S.p.A. whose registered office is in Milan, Piazzale Carlo Magno 1, whose tax code, VAT number and registration number at the Milan, Monza Brianza and Lodi Companies Registry is 03634770964;
- d) lpack Ima S.r.l. whose registered office is in Rho, Strada Statale del Sempione Km 28, whose tax code, VAT number and registration number at the Milan, Monza Brianza and Lodi Companies Registry is 09243350965;
- e) Mico DMC S.r.l. whose registered office is in Milan, Piazzale Carlo Magno 1, whose tax code, VAT number and registration number at the Milan, Monza Brianza and Lodi Companies Registry is 0900950000969;
- f) MADE Eventi S.r.l. whose registered office is in Rho, Strada Statale del Sempione Km 28, whose tax code, VAT number and registration number at the Milan, Monza Brianza and Lodi Companies Registry is 05656450961.

## 3. ESTABLISHING THE CONTRACTUAL RELATIONSHIP

- 3.1. A Contractor must formalise the Contractual Relationship in accordance with the indications from Fiera, by signing the documentation, in analogue or digital form, according to the instructions from Fiera and uploading the same documentation onto the digital platform and/or transmitting it electronically as a sign of acceptance to Fiera.
- 3.2. By accepting the Contractual Relationship, all terms and conditions of the Contractual Relationship (including these General Conditions) shall be deemed accepted.
- 3.3. If the Contractor does not fully and exactly execute Fiera's instructions relating to completion of the Contractual Relationship within 7 (seven) calendar days of receiving them, the Contractual Relationship shall be deemed not to have been completed, without prejudice to the hypothesis that the Contractual Relationship may be deemed complete by the Contractor due to conclusive facts, and subject to Fiera retaining the right to demand in any case that the Contractor comply with the formal requirements for completion.
- 3.4. In the case where the Contractual Relationship is deemed made by conclusive facts on the part of the Contractor, execution shall constitute and shall be deemed to be complete acceptance also of all the reference documents (including General Conditions, and Technical Specifications, etc.). Any exceptions or objections that the Contractor may raise regarding the failed application of the General Conditions and/or other documents relating to the Contractual Relationship shall be deemed to be in bad faith, with all legal consequences thereof. In any case, any counter-performance or obligation of Fiera towards the Contractor shall be subject to completion by the Contractor of the formalities for completion stated by Fiera.
- 3.5. Fiera reserves the right to revoke and/or cancel any CfT or request to establish a Contractual Relationship until it has received formal acceptance from the Contractor in accordance with the instructions issued by Fiera itself, without any third party to whom an CfT or other request for the establishment of a Contractual Relationship with Fiera having any right to complete a Contractual Relationship or for any other reason (therefore excluding any claim for reimbursement of expenses or compensation of any kind).

## 4. HIERARCHY OF STANDARDS AND VALIDITY OF THE GENERAL CONDITIONS

- 4.1. Unless otherwise agreed in writing between the Parties, in the event of conflict and/or incompatibility between one or more of the provisos of the contractual documents applicable between the Parties, the following order of precedence shall be kept to, in descending order:
  - a) Contractual Relationship (Contract or Order/Release);
  - b) General Conditions (General Part and Special Part applicable per subject-matter jurisdiction);
  - c) Technical Specifications;
  - d) Financial Bid.

- 4.2. The General Conditions, together with agreements forming the Contractual Relationship, represent the sole regulations and, therefore, the Contractor expressly renounces the application of its own general and/or special terms and conditions, which must in any case be deemed to have no effect between the Parties, unless expressly accepted in advance in writing by Fiera.
- 4.3. The General Conditions form an integral and substantial part of the Contractual Relationship.
- 4.4. The General Conditions and the Contractual Relationship may not be deviated from, modified or added to except by means of an agreement signed between Fiera and the Contractor.
- 4.5. Any changes to the General Conditions by Fiera shall be promptly conveyed by Fiera to the other Party. General Conditions as amended shall apply to Contractual Relationships signed or accepted after the date of dispatch of the communication relating to the amendment.
- 4.6. In the event that one or more of the clauses provided for by these General Conditions should be ineffective or invalid for any reason because it is contrary to compulsory rules of law, the ineffectiveness or invalidity shall not extend to other provisos in the present General Conditions, which shall retain their full validity and effectiveness in all cases.
- 4.7. Unless otherwise provided in the Contractual Relationship, the Contract shall cancel and replace any prior agreements, including verbal agreements, made between the Parties on the subject of the Contractual Relationship.

## **5. AUTONOMY AND INDEPENDENCE**

- 5.1. The Parties shall act as autonomous and independent contractors.
- 5.2. Nothing in the General Conditions or in the Contractual Relationships shall be interpreted as meaning that the Contractor or its Staff or the Agent, as the case may be, are employees, agents, proxies, partners or associates of Fiera. The Contractor, its Staff, in addition to the Agent shall under no circumstances have the power to make commitments or enter into obligations of any kind in the name of and/or on behalf of Fiera. Any grant of powers of representation must be specifically formalised in advance and in writing by Fiera.
- 5.3. Neither these Terms and Conditions nor any Contractual Relationship shall be capable of constituting any agency, partnership, joint venture, association or other relationship of a corporate or associative nature between Fiera and, as the case may be, the Contractor, its Staff and/or Agent.
- 5.4. The Contractor shall be solely responsible for the organisation and management of its Staff and any authorised Agents, in addition to the organisation of the resources and equipment required to perform the Service covered by the Contractual Relationship, at its own cost and expense and under its own responsibility, also with reference to the Agent's activities.
- 5.5. The cooperative relationship established by virtue of the Contractual Relationship shall not have the character of subordination of any kind; in particular, the Contractor and its Staff and Agents shall not be subject in any way to hierarchical and managerial control by Fiera.
- 5.6. The Contractor also undertakes not to interfere in the organisation of the work and business of Fiera.
- 5.7. The Contractual Relationship shall not give rise to any obligation of exclusivity in favour of the Contractor; Fiera therefore reserves the right to cooperate with third parties for other Services that are the same or similar to those covered by the Contractual Relationship.

## **6. ENTITY REQUIREMENTS - REGISTER OF CONTRACTORS**

- 6.1. The Contractor acknowledges and accepts that a prerequisite for the award of the Service is the Contractor's possession of the technical-professional, economic-financial and reputational suitability requirements requested by Fiera at the time of the award and for the entire term of the Contractual Relationship. By agreeing to perform the Service, the Contractor declares that it possesses all the requirements requested by Fiera and undertakes to maintain them for the entire term of the Service. Therefore, the Contractor undertakes to promptly notify Fiera of any situation which, during the execution of the Service, might determine or may reasonably determine the loss of said requirements.
- 6.2. The Contractor acknowledges that Fiera has created a Register of Contractors on which all third party recipients of a CfT and/or current or potential Contractors of Services, in addition to the relevant Agents, for any reason, are registered, and it accepts that a precondition for establishing any Contractual Relationship with Fiera is prior qualification within the Register of Contractors.



- 6.3. In accordance with the General Conditions, the Contractor, undertakes, for itself and for any Agents, to keep the documents requested in the Register of Contractors and the notes included in the information questionnaires up to date and in force.
- 6.4. The Contractor acknowledges and accepts Fiera's right to terminate the Contractual Relationship, under and for the purposes of article 1456 of the Italian Civil Code, by simple written notice from Fiera, and with immediate effect upon receipt by the Contractor of notice of termination, in the event that: (i) the terms required for qualification in the Register of Contractors are no longer met for any reason or cause whatsoever, even if not attributable to the Contractor, or (ii) the statements made by the Contractor during registration in the Register of Contractors are not true or are no longer true for any reason or cause whatsoever, even if not attributable to the Contractor. In any event, Fiera's other remedies under law or under the Contractual Relationship (including damages) shall remain unaffected.
- 6.5. In the event that the documents inserted in the Register of Contractors by the Contractor (also on behalf of any Agents) should prove to be outdated or incomplete (also as a consequence of changes to the Register of Contractors that from time to time may be decided upon at the discretion of Fiera or become necessary or opportune as a result of events or changes in law), Fiera may ask the Contractor to update/complete them and set a reasonable deadline for fulfilling this request. In the event that the Contractor, at the expiration of the deadline set by Fiera, has not updated or completed the required documentation, Fiera shall have the right to apply a penalty equal to 1% (one percent) of the value of the Contractual Relationship, for each day of delay up to a maximum of 10% (ten percent) of the value of the Contractual Relationship. This penalty shall not in any case be less than Euro 100.00 (one hundred/00) for each day of delay. It is in any case expressly understood between the Parties that, in the case in which the Contractor at the expiry of the deadline set by Fiera has not updated and completed the requested documentation, Fiera shall have - in addition to the application of the penalty mentioned above - the right to terminate the Contractual Relationship in accordance with and for the effects of art. 1456 of the Civil Code, except for compensation for greater damages.

## **7. CHANGES RELATING TO THE CONTRACTOR**

- 7.1. Without prejudice to the provisos of Clause 10.4, the Contractor shall be obliged - in advance or, at the latest, within 15 (fifteen) calendar days from the occurrence of the relevant event - to inform Fiera by means of certified email to the address stated in the Contract or in the Order of the occurrence of any change in data relevant to registration in the Contractors' Register or in any case inherent to its corporate structure (by way of example only, takeover by new members, change in the shareholding percentages of existing members), its governance structure, its control bodies, its technical and administrative bodies, changes in registered office or domicile, and, in general, any information regarding the Contractor provided to Fiera in relation to the Contractual Relationship or to the Service. The aforesaid variations shall also include (but are not limited to) changes to the contents and accuracy of the Contractor's declarations under Clause 10.1 (entitled "Declaration and Guarantees by the Contractor") letters a), b), c) and d).
- 7.2. In its communication, the Contractor must specifically state the details of the new members (name, VAT number, tax code, name and tax code of legal representatives), updated percentages of equity shareholdings with the names of the relative existing members, new members of administrative and control bodies or of technical and administrative bodies, new registered office or domicile and/or new contacts for Fiera to use.
- 7.3. In the event that the Contractor, at the expiration of the term stated above in Clause 7.1, has not informed Fiera of any changes that have occurred, Fiera shall have the right to apply a penalty equal to 1% (one percent) of the value of the Contractual Relationship, for each day of delay up to a maximum of 10% (ten percent) of the value of the Contractual Relationship. This penalty shall not in any case be less than Euro 100.00 (one hundred/00) for each day of delay.
- 7.4. In any case, following simple written notice to the Contractor and without prejudice to compensation for damages, Fiera shall have the right to terminate the Contractual Relationship without notice subject to and for the purposes of art. 1456 of the Civil Code in the following cases:
- (i) a change in corporate structure (including extraordinary transactions which do not have a direct impact on the corporate structure of the Contractor) which entails or may entail a change in actual control of the Contractor;
  - (ii) changes in the scope of the Contractor's business such as to have an impact on its creditworthiness and/or its capital solidity or such as to generate an imbalance between its own resources and those of third parties;
  - (iii) a situation of crisis or insolvency at the Contractor, even in the absence of proceedings aimed at ascertaining the relevant situation, or the emergence of a situation of liquidation (including voluntary

liquidation), or the occurrence of any insolvency proceedings (including composition proceedings or agreements under article 182-bis of the Royal Decree dated 16 March 1942, n° 267);

- (iv) any partner(s) taking post or taking over, with a total shareholding in the Contractor equal to or greater than 5% of the share capital of the Contractor, and pursuing a business in competition with that performed by Fiera.

## **8. PROHIBITION OF ASSIGNMENT OF THE CONTRACTUAL RELATIONSHIP AND CREDIT**

- 8.1. The Contractor is expressly forbidden from transferring the Contractual Relationship, in whole or in part, in addition to its rights and obligations under the latter, without the prior written consent of Fiera.
- 8.2. For the purposes of this Clause, assignment shall also mean the transfer of the Contractual Relationship (and of the rights and obligations arising therefrom) to third parties in the event of a merger, de-merger, company incorporation, sale of a business or business unit or any other transfer, even partial, of the Contractor's assets.
- 8.3. The Parties agree in advance that Fiera may assign the Contractual Relationship, in addition to its rights and obligations arising therefrom, to any other third party, including any other company in the Fiera Group.
- 8.4. The Parties mutually acknowledge that, in the event that the Contractor transfers the Contractual Relationship and/or the rights and obligations relating thereto to a third party for any reason and in any manner, Fiera shall have the right to terminate the Contractual Relationship without notice, under and by application of article 1456 of the Civil Code, without prejudice to compensation for damages.
- 8.5. Furthermore, the Contractor shall not have the right to assign all or part of any credit arising from the Contractual Relationship unless previously authorised in writing by Fiera.

## **9. THIRD PARTY REPLACEMENTS IN THE PERFORMANCE OF THE CONTRACTUAL RELATIONSHIP**

- 9.1. The Contractor shall not have the right to be replaced in whole or in part by third parties in the direct execution of the Contractual Relationship, unless previously authorised in writing by Fiera. Third parties shall also be understood to be those who, not being employees of the Contractor, cooperate on a stable basis (e.g. as holders of a VAT number) with the Contractor company.
- 9.2. Authorization for replacement is also subject to the Agent's registration and approval in the Register of Contractors.
- 9.3. In no case may the replaced service be subject to further replacement.
- 9.4. Whenever the Contractor intends to entrust all or part of the Contractual Relationship to a third party, it must send an express written request to this effect to Fiera, together with a certificate attesting to the Agent's possession of the prerequisites necessary for enrolment in the Register of Contractors in addition to any other requirements requested by Fiera. The request for authorisation must be received at least 30 (thirty) days before the scheduled start date of the Service or the execution of the various undertakings, whichever is shorter, as shall be established by Fiera for each individual Contractual Relationship. In any case, Fiera shall have the right not to authorise the replacement and any failure by Fiera to reply, within 15 days of receipt of the Contractor's request, shall be deemed to be tacit rejection.
- 9.5. The Parties mutually acknowledge that if the Contractor proceeds with replacement without the prior written authorisation from Fiera, the latter shall have the right to:
  - (i) terminate the Contractual Relationship without notice by simple written notice under and for the purposes of article 1456 of the Civil Code; or
  - (ii) to demand that the Contractor directly execute the Contractual Relationship without any involvement of the third party and not to pay any remuneration due to the Contractor on the basis of the Contractual Relationship until the Contractor has resumed direct execution by notifying Fiera in writing; or
  - (iii) request execution from a third party at the cost of the Contractor, whereby the Contractor remains obliged to reimburse Fiera for any additional costs that this entails,

all of the above, it being understood that, in any case, Fiera shall be entitled to compensation for all damages in relation to which it shall have the right to enforce the Warranty, if any.

- 9.6. It is agreed that, even in the presence of a replacement authorisation, the Contractor shall remain the sole party responsible to Fiera for the exact performance of the Service and the related obligations in accordance with the General Conditions, the Law and the Contractual Relationship, and also with reference to compliance with the

Technical Regulations of the Districts; in particular, the Contractor is and shall in any case be fully and exclusively liable to Fiera for full compliance with the Laws on tax, pay, contributions and social security, accident prevention, HSE, besides for any damage that may be caused to Fiera or to third parties (including the Staff) due to events attributable to an Agent.

- 9.7. The Contractor undertakes to indemnify Fiera and hold it harmless, including through the Guarantee, against any claim, expense, damage, cost (including legal costs), payment or other harm inherent in and/or in any way connected with the Contractor's breach of the obligations set out in this Clause, in addition to from any claim by the Agent or the Agent's Staff and from any claim or demand made by any body or authority in relation to the Agent's actions.

## **10. REPRESENTATIONS AND WARRANTIES BY THE CONTRACTOR**

- 10.1. The Contractor, as an independent contractor and free of any obligation of subordination to Fiera, declares and guarantees also as regard its own Staff and any Agents:

- a) It operates in full enjoyment of its rights and is not subject to any real precautionary measures;
- b) That no final or provisional measures have been issued against its legal representatives and/or members of its corporate bodies, or shareholders, proxies with delegated functions and/or employees or consultants, which provide for principal or ancillary penalties, real or personal precautionary measures, administrative security measures, preventive measures, suspensions or disqualifications or sanctions under Legislative Decree no. 231/2001 or that involve in any way a prohibition against contracting with public authorities;
- c) That it is not aware of any proceedings or investigations by any Authority whose outcome may result in the application of definitive or provisional measures with the content referred to in letter b) above;
- d) That it is not aware of attempts of Mafia infiltration or corruption phenomena involving the Contractor itself (including its Staff, legal representative and/or members of its corporate bodies, partners, proxies with delegated functions and/or employees or consultants);
- e) That it is not aware of any circumstances which, if communicated to Fiera, would result in Fiera not complying with the regulatory provisos applicable to it (including the provisos applicable in particular to companies listed on the stock market including, purely by way of example, the regulations of Borsa Italiana S.p.A.);
- f) That it is not controlled by, or connected to, directly or indirectly, for any reason whatsoever, third parties (private individuals and/or corporate bodies) that do not meet the requirements for inclusion in the Register of Contractors or that are incompatible/non-compliant with the Code of Ethics and/or the Organisational Model, it being understood that the notion of "control" and/or "connection" is not to be understood as being exclusively limited to the provisos of article 2359 of the Civil Code;
- g) To have the power, in accordance with Law, to accept the Contractual Relationship and to fulfil all the obligations assumed under or in relation to or in connection with the Contractual Relationship, also stating that any procedures that may be necessary for this purpose has been completed;
- h) To be in possession of all permits, authorizations, licenses and/or certifications necessary for the performance of the Service;
- i) That no bankruptcy (or equivalent) proceedings have been commenced, are pending or contemplated, with or by any Authority that may have detrimental effects on it or on the performance of the Contractual Relationship, and that it is not in a state of crisis or insolvency (judicially declared or otherwise);
- j) To assume full, exclusive and complete responsibility, including technical and administrative responsibility, for the execution of the Contractual Relationship and/or the Service, both as regards Fiera and to third parties, recognising that any indications in this regard that may be formulated by Fiera cannot constitute a factor of exemption or limitation of responsibility for the Contractor and shall never imply any assumption of responsibility, even if concurrently, by Fiera, for which reason the Contractor acknowledges that it assumes all liability, including with regard to its decision to implement indications that may be formulated by Fiera;
- k) That there are no contractual ties with related parties or other third parties that prevent or conflict, even partially, with the Service;

- l) That there is no situation of conflict of interest, even potentially, between the Contractor and Fiera, such as, by way of example but not limited to: (a) the Contractor does not hold a controlling interest in a company that is already a client/contractor of Fiera; (b) the Contractor or one of the following persons or their close relatives (spouse, parents, children or siblings) does not hold a decision-making/leadership role in public bodies or organisations linked to the world of exhibitions; (c) the Contractor is not aware of circumstances that could influence the regular performance of an CfT, regardless of whether or not the Contractor participates in the CfT itself or negotiates a Contractual Relationship with Fiera.
- 10.2. The representations and warranties set out in this Clause and any others in the General Conditions (or made in respect of the Contractual Relationship) are and shall apply for the entire term of the Contractual Relationship.
- 10.3. It is also understood and specified that any declaration made by the Contractor in accordance with the General Conditions, the Contractual Relationship, the Register of Contractors and during negotiations (whether by means of an CfT or in any other form) shall be understood to be exact, true and correct; it shall remain and be considered such for the entire term of the Contractual Relationship and in any case, if longer, for the entire term of the Contractor's registration in the Register of Contractors.
- 10.4. The Contractor therefore assumes the obligation to communicate promptly any variation in the declarations and guarantees made to Fiera and/or any circumstance that integrates or may determine a violation to Fiera.
- 10.5. The Contractor acknowledges and accepts that Fiera, in any case, has the right to request the presentation of any certification or documentation it deems appropriate in relation to the declarations and guarantees made by the Contractor and to ascertain, even autonomously at its own discretion, at any time and using the resources permitted by Law, the truthfulness of what has been declared and to perform verifications in this regard, including reputational criteria, on the basis of available information or information in the public domain; it is understood that the failure of Fiera to exercise this right does not in any case exonerate the Contractor from communicating promptly to Fiera any circumstances that determine or may determine a supervening or original violation of the declarations and guarantees made by the Contractor to Fiera.
- 11. GENERAL OBLIGATIONS AND COMPLIANCE WITH LAW**
- 11.1. The Contractor undertakes, under its own exclusive responsibility, and also on behalf of any Agent, to execute the Contractual Relationship:
- a) with the utmost diligence and professionalism, in accordance with the best standards in the sector, with its own organisation of the necessary resources and management at its own risk, without any subordination of any kind to Fiera;
  - b) in full and strict compliance with all applicable provisos of law, technical standards and prescriptions of the relevant Authorities, including but not limited to , regulations on health and safety at work (Legislative Decree 81/2008 as amended) and environmental protection (Legislative Decree 152/2006 as amended). This also encompasses copyright and intellectual property protection regulations, international regulations on "Trade Sanctions" imposed by the EU, the UN, the USA-OFAC (Office of Foreign Assets Control), or other jurisdictions, as well as regulations concerning the fight against illegal labor brokering or administration, the exploitation of minors, and the freedom of association and collective bargaining;
  - c) in full compliance with the corporate procedures at Fiera applicable from the moment of registration in the Register of Contractors and/or stated and provided by Fiera in accordance with the Contractual Relationship, of which the Contractor declares to have read and to be aware, on registering in the Contractors' Register or completing the Contractual Relationship;
  - d) without interfering with or hindering or interrupting in any way the activities and business of Fiera and/or third parties;
  - e) in full compliance with the provisos of the General Conditions, the Contractual Relationship in addition to instructions from Fiera;
  - f) safely and in such a way as not to cause any damage to items and/or people and in full compliance with the highest standards of safety and accident prevention, according to applicable Law.
- 11.2. In any case, the Contractor undertakes to hold Fiera fully harmless and indemnified as regards any liability and harm or cost (including legal costs) caused by a failure to comply (for any reason: fault, wilful misconduct or objective) with any obligation incumbent on the Contractor in accordance with Law, and in the event of a breach or non-fulfilment (for any reason: fault, wilful misconduct or objective) of the Contractual Relationship and/or the Service.

## 12. FURTHER CONTRACTOR OBLIGATIONS

- 12.1. In the performance of the Service, the Contractor undertakes, for the entire term of the Contractual Relationship, to comply with the entire regulatory system in force regarding health and safety at work contained, among other things, in Legislative Decree 81/08, besides, within the scope of its own powers and duties, to scrupulously comply with the regulatory system in force and in future, regarding safety and environmental protection.
- 12.2. In particular, the Contractor undertakes to:
- (i) execute all the preventive and protective measures provided under accident prevention regulations in force and to protect the health of employees and, in particular, to provide all workers with Personal Protective Equipment suitable and necessary for performing their work safely;
  - (ii) ensure an effective and constant system of supervision and control over its Staff in order to guarantee the correct application of working procedures, in addition to the correct use of PPE and working equipment;
  - (iii) to only make available to its Staff, machinery and equipment which comply with the relevant environmental and prevention regulations and to maintain such machinery and equipment in a safe and efficient condition.
- 12.3. In the performance of the Service, Staff employed by the Contractor or by an authorised Agent must be provided with an appropriate identification badge with photograph, containing the personal details of the worker and an indication of their employer.
- 12.4. Employees of the Contractor and any Agents shall be required to display such identification badges.
- 12.5. Fiera shall accordingly be held harmless from any liability relating to safety for the Service covered by the Contractual Relationship, which shall be the sole responsibility of the Contractor.
- 12.6. The Contractor further undertakes to:
- (i) keep the Consolidated Tax Compliance Document (Documento Unico di Regolarità Contributiva, DURC) updated as required by law and at least every four months, taking care to record it in the Register of Contractors;
  - (ii) at Fiera's request, issue to Fiera an extract from the Consolidated Work Ledger for the employees employed on behalf of Fiera;
  - (iii) on request from Fiera, at expiry of the Contractual Relationship and at any time during its course, to issue to Fiera upon its express request, the monthly UNIEMENS tax declaration form for employees employed on behalf of Fiera and for any Agents authorised by Fiera itself; and
  - (iv) assume all duties and powers, even if not expressly stated, necessary for the exact fulfilment of the Contractual Relationship.
- 12.7. The Contractor, also with reference to any Agents, expressly declares and guarantees, committing itself to the continuous compliance with what has been stated and guaranteed, that the Staff is and shall be maintained in compliance with the Laws issued at present and in the future on the subject of work, including compliance with regulations on illegal immigration (including every profile, by way of example, inherent to contributions, assistance, welfare, remuneration, recruitment, accident prevention insurance, health and safety).
- 12.8. In particular, the Contractor expressly undertakes (also on behalf of the Agent, if any) to award to Staff the economic, regulatory, social security, insurance and welfare treatment envisaged by applicable Laws, in addition to by the national, regional, territorial or company collective agreements and contracts made by the employers' and workers' trade unions that are comparatively more representative at national level and to provide, under its own exclusive responsibility, for the exact and punctual fulfilment of all obligations of Law on pay, tax, contributions, social security, welfare, safety, health at work and accident insurance.
- 12.9. Without limiting the provisos of the preceding paragraphs or other clauses, neither these General Conditions nor the Contractual Relationship entail (nor may they entail) the establishment of any relationship of secondment of Staff from the Contractor (or Agent) to Fiera, nor any direct legal relationship between Fiera itself and the Staff of the Contractor (or Agent, if any). Consequently, in relation to the Staff, the Contractor, on behalf of its Agents also, hereby undertakes to indemnify and hold Fiera harmless from any possible action, exception, dispute or

claim, judicial or extra judicial, that may be made by anyone (including relevant authorities such as social security, insurance etc.) for reasons dependent on or connected to the Service.

- 12.10. Staff employed to perform the Contractual Relationship shall be of proven ability and adequate in number for the precise performance of the Contractual Relationship. Fiera reserves the right to request, at its sole discretion, the immediate removal and replacement of any Staff of the Contractor (or of an Agent) that does not offer adequate guarantees of precise execution of the Service or whose behaviour may prejudice the precise execution of the Contractual Relationship or in any case may cause harm, even only of a reputational nature, to Fiera.
- 12.11. The Contractor shall be responsible for all charges and services necessary or even only appropriate for the precise execution of the Contractual Relationship according to best practises in the sector and to the Technical Specifications, where these are an integral part of the Contractual Relationship itself. In particular, the services and charges to be borne by the Contractor shall include, by way of example but not limited to:
- (i) the execution of any measurements, tests, sizing, technical checking necessary or even only appropriate for the precise execution of the Contractual Relationship;
  - (ii) any of the insurances referred to in Clause "Insurance" and any other insurances required by law or trade practice in respect of the Contractual Relationship; and
  - (iii) expenses, taxes and duties of any kind whatsoever due to any person in connection with the Contractual Relationship.
- 12.12. In the case of failure to comply with the provisos of this Clause, Fiera has the right to immediately terminate the Contractual Relationship under art. 1456 of the Civil Code, without prior notice by means of a simple written communication to the Contractor, without prejudice to Fiera's right to compensation for damages, which may also be satisfied by means of enforcing the Guarantee, if provided.

### **13. WASTE MANAGEMENT**

- 13.1. If, in the performance of the Service, the Contractor produces or holds waste, substances or other objects for which obligations are set out in Legislative Decree 152/06 as subsequently amended and extended and in any case where applicable legislation is envisaged, the Contractor shall provide, at its own care and expense, for the correct management of the same, performing all the requirements prescribed by the environmental legislation in force at the time, it being the responsibility of the Contractor - which accepts it henceforth - together with conforming to any new legislation, even if this should lead to an increase in costs and/or obligations for the Contractor itself.
- 13.2. In particular, the Contractor shall be obliged to remove its own waste from the Districts, providing for the removal of the same to recovery or disposal plants duly authorised on the basis of the law in force. It is in any case forbidden to abandon waste of any kind inside the exhibition areas and in any part of the Districts and in any other location owned or used by Fiera.
- 13.3. The prohibition against abandoning waste and the related obligation of proper waste management must be understood as referring to all waste and residual materials produced or arising from activities related to the Services (packaging, etc.).
- 13.4. The Contractor agrees to comply with the provisos of this Clause also on behalf of Agents and Staff.
- 13.5. Fiera, without prejudice to all of the above, reserves the right to verify the fulfilment of obligations regarding correct waste management that are incumbent upon the Contractor, reserving the right to terminate the Contractual Relationship without notice under art. 1456 of the Civil Code, by means of simple written communication, without prejudice to compensation for any damage that may be caused by the failure to comply with the aforementioned obligations, for any reason whatsoever (fault, wilful misconduct or objectives) attributable to the Contractor, its Staff and/or Agents.
- 13.6. In any case, without prejudice to any other remedy in favour of Fiera by virtue of the Law, the General Conditions and/or the Contractual Relationship, any failure to manage and/or the abandonment of waste by the Contractor, its Staff and/or Agents, if any, shall result in a penalty equal to a percentage of 5% (five percent) of the value of the Contractual Relationship for each infringement detected, up to a maximum value of 10% (ten percent) of the value of the Contractual Relationship, in addition to the cost of removal to waste recovery/disposal plants incurred by Fiera, without prejudice to compensation for any greater damages suffered.
- 13.7. In any case, Fiera reserves the right to remove from the Districts any Staff responsible for the irregularity detected and - in relation to any breach of contract or violation of regulations by the Contractor - to take legal action in the relevant civil and criminal courts to protect its rights.

**14. SPECIFIC PROVISOS RELATING TO THE PERFORMANCE OF SERVICES WITHIN THE DISTRICTS, OTHER LOCATIONS OR OTHER EXHIBITION SPACES**

- 14.1. Should the Contractual Relationship involve the presence, even occasional, of the Contractor within the Districts or other locations or in any spaces in use by Fiera, in addition to the General Conditions and to the agreements in the Contractual Relationship document, the provisos contained in the "Descriptive Dossier of the Districts" in analogue or digital format shall apply (if the relevant conditions are met) and must be signed by the Contractor and scrupulously observed by the same.
- 14.2. The Contractor acknowledges and accepts henceforth that Fiera has, in particular, a "Descriptive Dossier of the Districts" and "Technical Regulations of the Districts" that shall be issued by Fiera, when provided for in the Contractual Relationship, and must be signed and scrupulously observed by the Contractor.
- 14.3. It is hereby understood that the "Descriptive Dossier of the Districts" and the "Technical Regulations of the Districts" shall be considered to be known to the Contractor by virtue of their mere receipt or availability, without the absence of or delayed signature by the Contractor being an excuse or justification for their non-application.
- 14.4. The Contractor undertakes to bring to the knowledge of the Staff and/or the Agent, where necessary, the "Descriptive Dossier of the Districts" and the "Technical Regulations of the Districts" and to comply with them.
- 14.5. In the event that Fiera expressly requests the Contractor to execute the Contractual Relationship in Another Location or other spaces other than the Districts, Fiera shall provide the Contractor with information on the environmental risks at the location where the contract shall be executed. In such event, Fiera may provide regulations relating to that Other Location or otherwise indicate the regulations specifically applicable to that location.
- 14.6. The Parties mutually acknowledge that, in the event of relevant terms of application and within the scope of their powers and duties they shall: (a) implement all the obligations provided for under art. 26 of Legislative Decree n° 81/2008, in particular with regard to cooperation and coordination; (b) the consolidated document for the assessment of interference risks (DUVRI) shall form an integral part of the documentation referred to in the Contractual Relationship; (c) with regard to the costs of measures adopted to eliminate or reduce to a minimum the risks arising from interference, an indication of such costs shall form an integral part of the DUVRI referred to above.
- 14.7. In the event that the prerequisites for the application of Head IV of Legislative Decree 81/08 are met, the parties hereby undertake to scrupulously comply with the regulatory provisos imposed on each party.
- 14.8. The Contractor warrants to Fiera that the foregoing representations and warranties are and shall be applicable for the entire term of the Contractual Relationship even with respect to any Agent.
- 14.9. Fiera reserves the right to perform appropriate checks on the precise fulfilment by the Contractor of its commitments made in this Clause.

**15. NON-COMPETITION CLAUSE**

- 15.1. The Parties agree that the Contractor and/or any Agents shall not either directly or indirectly perform services of the same nature as those that are the subject of the Contractual Relationship itself in favour of third parties, within the Districts or any Other Locations, for the entire term of the Contractual Relationship and for 24 (twenty-four) months following termination.
- 15.2. Should the Service involve making contractual agreements between the Contractor and third party exhibitors or other parties operating within the Districts or other locations, if any, Fiera shall be informed by the Contractor in advance and in writing and shall have the right to veto the signing of an agreement between the Contractor and the third party operator, it being understood that Fiera's right of veto cannot be unreasonably exercised and that the silence of Fiera, after 20 days from the communication from the Contractor, shall be interpreted as a rejection by Fiera.
- 15.3. Any expressions of interest, invitations to tender or requests for agreements that may be formulated by third parties to the Contractor must be communicated to Fiera and the Contractor undertakes to refrain from any conduct that may lead third parties to request the Contractor to perform activities in violation of the above.

**16. EXECUTION BY FIERA OR THIRD PARTIES**

- 16.1. Without prejudice to any other remedy foreseen in the General Conditions or in the Contractual Relationship in favour of Fiera, if the Contractor does not perform a Service or performs it only in part, in addition to in any other case of omitted or late performance, Fiera reserves the right to provide for the performance of the services that have not been precisely fulfilled by the Contractor, directly or through third parties.
- 16.2. The Parties agree and, therefore, the Contractor hereby accepts that all the charges consequently sustained by Fiera shall be exclusively borne by the Contractor and Fiera shall be able to recover them by means of a request for reimbursement or through enforcing the Guarantee, if provided, or through voluntarily offsetting any credit for the Contractor arising from the same Contractual Relationship or from other Contractual Relationships with Fiera (if necessary after eventual assignment of the credit or assumption of the debt in the case of a lack of coincident identities of companies within the Fiera Group), without prejudice in any case to compensation for greater damages and without prejudice to any further remedies provided by Law or foreseen in the Contractual Relationship.

## 17. THIRD PARTY CLAIMS AND INDEMNITIES

- 17.1. The Contractor, with the establishment of the Contractual Relationship, assumes unreservedly all responsibility for damages (in terms of emergent damage and loss of profits) of a patrimonial and non-patrimonial nature (including, by way of example, damage to its image) that Fiera may suffer as a result of the incorrect fulfilment of its obligations by the Contractor, its Staff or its eventual Agents (and related Staff), as per the present General Conditions and the Contractual Relationship.
- 17.2. In any case, without prejudice to further remedies provided by other clauses in the General Conditions, the Contractor undertakes to keep Fiera free and harmless from any charges, costs, expenses, claims by third parties for any reason whatsoever, responsibilities and/or damages (of a patrimonial or non-patrimonial nature, consisting of emergent damages or loss of profits) that are the consequence of breaches or non-fulfillments attributable for any reason whatsoever (negligence, wilful misconduct or objectives) to the Contractor (or its Staff or any Agents and their Staff) in relation to Laws, the General Conditions and the Contractual Relationship.
- 17.3. In the event that Staff, the tax authorities or other relevant bodies or social security, welfare or insurance authorities should make economic, contributory, salary and/or other claims against Fiera by virtue of a Contractual Relationship, Fiera shall have the right, as a precautionary measure and as a guarantee, to withhold from the amount due to the Contractor amounts equal to those requested by such parties. In particular, any sums that Fiera is obliged to pay to third parties, for any reason, due to a fact attributable (culpable, intentional or objectives) to the Contractor may be withheld from the amounts to the credit of the latter on the occasion of the first subsequent payment and, if this is not sufficiently large, of following ones; the failure of Fiera to withhold these sums on the occasion of the first payment shall not be deemed to be a waiver of the previous right.
- 17.4. As an alternative to the provisos of the previous Clause 17.3, Fiera may enforce a Guarantee provided in accordance with the Contractual Relationship to which the claims of third parties relate.
- 17.5. The aforementioned amounts (withheld or enforced in accordance with the previous Clauses 17.3 and 17.4), if they are not due, shall be returned to the Contractor by Fiera, net of the legal expenses (judicial or non-judicial) sustained by the latter in order to defend itself with respect to requests made against it by third parties.
- 17.6. The Parties acknowledge that the Contractor's indemnity undertakings set out in this Clause, in addition to those provided for in Clause 9.7 ("*Substitution of Third Parties in the Performance of the Service*"), Clause 11.2 ("*General Obligations and Compliance with Law*"), Clause 12.9 ("*Further Contractor Obligations*"), Clause 29.1 ("*Insurance*"), Clause 33.1 ("*Intellectual and Industrial Property Rights*"), Clause 39.5 ("*Personal Data Processing Provisos*") in addition to all of the undertakings set out in Clause 28 ("*Warranty on First Request*") and Clause 29 ("*Insurance*") shall remain in force for the entire term of the Contractual Relationship and for a period of 2 (two) years following its termination for any reason whatsoever.

## 18. CONSIDERATIONS - INVOICING AND PAYMENT - FIXED SUMS

- 18.1. Fiera shall pay the Contractor the sums due under the Contractual Relationship in return for its precise performance by the Contractor (the "**Consideration**"). The Consideration is intended to be fixed and non-revisable and includes all expenses and charges in any case related to performing the Service, including all taxes and any other charges (excluding VAT).
- 18.2. Invoices must be issued in electronic format and sent to the Interchange System (SDI) using Intermediary code n° M76C4LD. Invoices must state the precise references of the corresponding Contractual Relationship, the nature of the Service, quantities, unit prices, and total fees. Fiera shall not accept any other channel for receiving invoices.



- 18.3. The payment of Consideration shall be made exclusively by bank transfer using the methods stated in the Contractual Relationship and subject to verification of compliance of the Service performed with contractual provisos, the correctness of amounts and the documentation provided.
- 18.4. It is also expressly understood that Fiera shall not provide for payment in the case of (i) failure to provide a copy of the updated DURC in the Register of Contractors (and/or any other documentation that may be requested by Fiera for a specific Service), in addition to (ii) in the case in which it finds breaches (e.g. regarding pay, contributions, tax, welfare and insurance matters) on the part of the Contractor involving joint and several liability on the part of Fiera.
- 18.5. The Contractor expressly declares that its Consideration has been determined taking into account any possible increase in costs relating to the Assets or the Service, as the case may be, and, therefore, that it assumes the related risk and that, therefore, it is fair, reasonable and adequate to remunerate each and all of the activities and costs that the Contractor assumes under the Contractual Relationship.

## **19. SERVICE PERFORMANCE TIMING**

- 19.1. The Contractor shall execute the Contractual Relationship in accordance with the covenants and terms set out in the Contractual Relationship (including, in particular, the Technical Specifications, if any).
- 19.2. Fiera shall not be obliged to receive or pay any Consideration for partial services or services rendered in advance, unless this is expressly agreed.
- 19.3. In particular, in relation to Contractual Relationships that provide for several Orders and/or Releases, Fiera shall not be obliged to pay any Consideration for Services that are not completed (regardless of the circumstance that Fiera may take advantage of or benefit from a partial execution), unless it is expressly agreed to pay specific Consideration for precise fulfilment of a given Release/Order.
- 19.4. Without prejudice to the provisos of the preceding paragraph, in the event that a Contractual Relationship provides for Releases or several Orders, all payments that shall be made by Fiera to the Contractor during the course of the Contractual Relationship shall in any case be understood as made conditionally with respect to the exact completion of all the Services or of the overall consolidated Service to which the Releases or Orders relate, without any implicit acceptance, even partially, of individual Releases/Orders or stages and parts of activities or Services being inferred from the payments made by Fiera in the interim.

## **20. SUSPENSION**

- 20.1. Fiera reserves the right to temporarily suspend the execution of the Service at its own discretion, in whole or in part, giving written notice to the Contractor, even more than once, depending on the circumstances.
- 20.2. Each suspension shall take effect on the day set out in the Fiera Notice.
- 20.3. Resumption of Service shall be requested by Fiera in writing and must take place on the day established in that communication or on a day otherwise agreed between the Parties.
- 20.4. Any suspension ordered by Fiera that do not last longer than 6 (six) months (even non-consecutively) shall not give rise to any reimbursement, compensation or indemnity in favour of the Contractor, who shall retain the right to receive Consideration in proportion to the services already correctly performed and accepted by Fiera at the date of suspension, and provided that the same are useful and/or usable by Fiera.
- 20.5. If the total period of suspension ordered (even in more than one occasion and for a period that may or may not be consecutive) by Fiera exceeds 6 (six) months and provided that they do not depend in any way upon causes attributable to the Contractor, the Parties shall agree on terms for continuing or consensually terminating the Contractual Relationship early.
- 20.6. Under no circumstances whatsoever may the Contractor suspend or delay execution of the Contractual Relationship on its own initiative, not even in the case of questioning on the part of Fiera and/or disputes that may have arisen with reference to contractual services, with an express waiver of every kind of exception.

## **21. SPECIAL PERIOD AND IUS VARIANDI FOR FIERA**

- 21.1. In consideration of the commitment made by Fiera with the scope of renting certain spaces in the Districts to the *International Olympic Committee* on the occasion of the Milan-Cortina 2026 Olympic Games (Halls 22/24 and 13/15, a portion of Largo Nazioni and car parks P1, PM1 and PM2 or any other space that may be the subject of agreements between Fiera and the *International Olympic Committee*), the Contractor acknowledges and

accepts henceforth that the terms and conditions of Service and of the Contractual Relationship may be waived, modified or suspended by Fiera during the period between 15 December 2025 and 31 March 2026 in connection with the holding of the Milan-Cortina 2026 Olympic Games and requirements arising from, inherent in and consequent to them.

- 21.2. Fiera undertakes to inform the Contractor in writing with appropriate advance notice (except in the case of urgent needs or reasons) of any exceptions, modifications or suspensions of Service that it intends to make and indicating the new terms and conditions of Service that are applicable, with reference to the method of execution, term and Considerations also.
- 21.3. The Contractor, accepting henceforth the aforementioned unilateral *ius variandi* for Fiera, undertakes henceforth to accept, and execute in good faith, the exceptions, modifications or suspension of Service that shall be communicated to it by Fiera.
- 21.4. It is hereby clarified and specified that any opposition of exceptions, refusals or denials by the Contractor with respect to the exercise by Fiera of the *ius variandi* agreed upon herein shall constitute conduct of bad faith and serious non-fulfilment.
- 21.5. In the event of any objections by the Contractor to accepting and executing Fiera's *ius variandi* exactly, Fiera shall have the right to apply a penalty of 2% (two per cent) of the value of the Contractual Relationship, for each day of delay in the Contractor's adapting to what is stated by Fiera up to a maximum of 10% (ten per cent) of the value of the Contractual Relationship. This penalty may not in any case be less than Euro 100.00 (one hundred/00) for each day of delay, without prejudice in any case to compensation for greater damages.
- 21.6. Fiera shall have - in addition to the application of the above penalty - the right to terminate the Contractual Relationship with immediate effect and by means of simple written notice under and for the purposes of art. 1456 of the Civil Code, except for compensation for damages.

## 22. EXPRESS TERMINATION CLAUSE

- 22.1. In addition to the other cases of termination expressly provided for in the General Conditions and in the Contractual Relationship, Fiera, by simple written notice to the Contractor and without prejudice to compensation for damages, shall have the right to terminate the Contractual Relationship without notice, under art. 1456 of the Civil Code, in the following cases:
- (i) untruthfulness of what has been stated and guaranteed by the Contractor and/or by its Agents, if any, in the CfT or in any other form of bidding and/or registration in the Register of Contractors (Clause 6.4 "*Party Requirements - Register of Contractors*");
  - (ii) total or partial loss by the Contractor and/or Agents, if any, of the prerequisites required to obtain and maintain qualification in the Register of Contractors as provided for in Fiera's procedures in force from time to time (Clause 6.4 "*Party Requirements - Register of Contractors*");
  - (iii) a change of control or detrimental change in the creditworthiness or financial standing of the Contractor or a state of crisis or insolvency of the Contractor or a change in the corporate structure of the Contractor as contemplated in Clause 7.4 ("*Changes Relating to the Contractor*");
  - (iv) breach by the Contractor and/or the Agent, if any, of the obligations referred to in the Clause 8 ("*Prohibition of Transfer of the Contractual Relationship and of Credit*");
  - (v) breach by the Contractor and/or the Agent, if any, of the obligations referred to in the Clause 9 ("*Substitution of Third Parties in Execution of the Service*");
  - (vi) non-compliance with or untruthfulness in the representations and statements made by the Contractor and contained in Clause 10 ("*Declarations and Guarantees by the Contractor*");
  - (vii) failure on the part of the Contractor to comply with the obligations incumbent upon it under Clause 12 ("*Further Obligations of the Contractor*") and, in particular, the breach by the Contractor and/or the eventual Agent of Laws regarding safety and health at work, and the environment, in addition to in any cases of non-compliance with criminal laws and/or involving joint and several liability on the part of Fiera;
  - (viii) non-compliance by the Contractor and/or the Agent, if any, with the obligations relating to waste management imposed on it under Clause 13 ("*Waste Management*");
  - (ix) failure by the Contractor and/or - where applicable - by its Agents, to promptly re-establish the Warranty in accordance with Clause 28 ("*Guarantee on First Demand*");

- (x) fulfilment by the Contractor and/or its Agents, if any, of the insurance obligations provided for in Clause 29 ("*Insurance*");
- (xi) delay by the Contractor beyond the period of seven days provided for in Clause 30.2 ("*Change Request by Fiera*") or if the Contractor makes changes that are not authorised by Fiera under Clause 30.8 ("*Fiera's Change Request*");
- (xii) following non-compliant Service which has not been remedied by the Contractor within the time limit stated by Fiera under Clause 31.3 ("*Checking*");
- (xiii) in the event that the Contractor fails to pay taxes and duties due by it or in the event that it breaches customs regulations under Clause 36.3 ("*Charges, Taxes and Duties*");
- (xiv) breach by the Contractor and/or any Agent of the Model and/or the Code of Ethics;
- (xv) failure on the part of the Contractor and/or any Agents to fulfil their salary, contribution, social security, insurance and tax obligations towards Staff;
- (xvi) in the event that the Contractor is at least 60 days late in paying an amount of at least Euro 1,000.00 due to Fiera for any reason under the Contractual Relationship (e.g. as consideration, penalty or compensation for damage).

22.2. In the event of any delay in the performance of the Services or failure to perform any activity, to complete any Release/Order, without prejudice to damages (including recovery of any additional costs incurred), Fiera at its discretion reserves the right to:

- a) warn the Contractor to fulfil the Contractual Relationship without delay, under and for the purposes of article 1454 of the Civil Code, by means of a simple written communication, assigning a term beyond which the Contractual Relationship shall be considered terminated *ipso iure*;
- b) obtain the restitution of any amounts already paid even in relation to Releases/Orders or completed portions of the Services that are not useful or usable by Fiera;
- c) entrust third parties with the execution of Services that are not timely and/or not fully performed, charging inherent and consequent costs to the Contractor;
- d) apply to the Contractor, in addition to and without prejudice to the right to termination and compensation for greater damages, a penalty of 1% (one percent) of the value of the Contractual Relationship for each day of delay. The total amount of the penalty shall not exceed 10% (ten percent) of the value of the Contractual Relationship.

22.3. In any case of termination of the Contractual Relationship due to a fact attributable to the Contractor, Fiera shall have the right to enforce the Guarantee that may have been provided, in addition to performing the Service on its own or to entrust it to third parties, charging all charges, expenses or costs, depending on the case, to the Contractor and, where appropriate, withholding amounts from any Consideration that may still be due to the latter. This is expressly without prejudice to Fiera's right to compensation for any greater damages suffered as a consequence of the non-performance that led to termination.

22.4. Without prejudice to the above, Fiera shall have the right to terminate the Contractual Relationship, subject to notice to remedy, if the Contractor does not fulfil its obligations as per the General Conditions and/or the Contractual Relationship and does not remedy them within the time limit set for this purpose in the notice itself, sent by Fiera, without prejudice in any case to the right of the latter to enforce, by way of penalty, any Guarantee provided and to request compensation for any greater damages.

## **23. SPACE RENTAL AND CONDITION SUBSEQUENT**

23.1. The Contractor acknowledges and accepts that any Contractual Relationship made between the Parties that provides for execution in the Districts presupposes the existence of a rental agreement having as its scope the same Districts made on 1 July 2014 between Fiera as tenant and Fondazione Fiera Milano S.p.A. ("**Fondazione**") as lessor in the ("**2014 Lease Agreement**"), expiring on 30 June 2023, renewable by tacit agreement for nine years unless terminated by either party on eighteen months' notice under Clause 3.2 of the 2014 Lease Agreement.

23.2. Accordingly, the Contractor accepts, all exceptions having been removed, that in the event that Fondazione should exercise its right to terminate the contract within the aforementioned terms and does not renew the 2014 Lease Contract and, in any case, in the event of failure to continue the 2014 Lease Contract beyond the term of 30 June 2023, Fiera, upon simple written notice to the Contractor, shall have the right to convey the termination

of the Contractual Relationship with immediate effect from the date that shall be stated by Fiera itself in the notice.

- 23.3. Since the condition subsequent referred to in this Clause is established to the exclusive benefit of Fiera, only the latter shall have the right to waive it.
- 23.4. The foregoing shall apply, by analogy, to any Contractual Relationship whose performance takes place in whole or in part in Another Location or in premises other than the Districts that are leased or loaned for use or otherwise enjoyed by Fiera by virtue of contractual agreements whose final term is shorter than the final term of the Contractual Relationship.

## **24. SMART DISTRICT, SUPPLY-CHAIN AND SERVICE PROVISION**

- 24.1. In view of the Smart District Project, the Contractor undertakes, henceforth, to bear all charges and costs relating to integrating its systems and platforms with those of the Fiera Milano Group, which integration is absolutely necessary in order to achieve high standards of efficiency and quality in the planning and provision of services, in addition to in quality control and management systems.
- 24.2. The Contractor also undertakes to provide maximum cooperation in defining contractual addenda that may be necessary and/or appropriate for this purpose.

## **25. FORCE MAJEURE**

- 25.1. Events of force majeure ("**Force Majeure**") shall include unforeseeable circumstances and/or circumstances beyond the control of the Parties, including but not limited to wars, revolutions, sabotage, epidemics declared by international and/or national health authorities, explosions, fires, natural disasters, restrictions on the use of energy, general lack of raw materials or other elements essential for production, embargoes, national strikes called by the trade union categories to which the Parties belong, measures by military authorities and any other extraordinary elements that cannot be foreseen with the use of ordinary diligence.
- 25.2. If, due to Force Majeure, Service covered by the Contractual Relationship becomes impossible for a period of more than 45 (forty-five) consecutive days, each of the Parties shall have the right to terminate the same Contractual Relationship by sending written notice invoking Force Majeure and the supervening invalidity of the same.
- 25.3. In case of exercise of the aforementioned right, the Contractual Relationship shall be considered terminated with effect from the date on which the communication is received by the other Party.
- 25.4. Services rendered up to that date shall remain firm and no refunds shall be made, except for the return of any materials, documents, equipment that were functional to the fulfilment of the Contractual Relationship whose execution has become impossible in addition to any advance payments that had been made for services that have become impossible.
- 25.5. If at the date of termination of the Contractual Relationship there are credits accrued by the Contractor, but not yet paid, the Contractor shall have the right to their payment on condition that they are credits relating to services already performed and accepted by Fiera; in any case, any additional compensation, reimbursement or other indemnity in favour of the Contractor shall be excluded.
- 25.6. The Parties mutually acknowledge and agree that if - as a consequence of a situation of danger to individual and/or collective public health arising from the epidemic known as "Covid-19" or more recent variants of the same - the activities that form the scope of the Contractual Relationship are prohibited, in whole or in part, by order of the Authorities or are subject to limitations or in any case substantial modifications in the way they are performed by order of the Authorities, Fiera shall have the right to terminate the Contractual Relationship, in whole or in part, regardless of temporal extension of validity of these measures, by means of a simple written communication to the Contractor, it being understood henceforth that nothing shall be due from Fiera to the Contractor for any reason whatsoever (indemnity, reimbursement of expenses, compensation for damages, consideration) for any preparatory activities, services or investments that the Contractor has performed in the meantime and for which the Contractor therefore accepts henceforth to be responsible, even in terms of risk.
- 25.7. It is understood between the Parties that any change in factual circumstances and/or emergency measures taken by the Authorities to deal with the Covid-19 pandemic or more recent variants thereof that occur after the initial term of validity or execution of the Contractual Relationship may constitute a Force Majeure event, given the extraordinary and unpredictable nature of the evolution of the Covid-19 pandemic in the state of available knowledge.

## 26. WITHDRAWAL

- 26.1. Without limiting further hypotheses of withdrawal on the part of Fiera expressly provided for in the Contractual Relationship, Fiera, at its own discretion and without any need for justification, shall have the right to withdraw, even partially, at any time, giving written notice to the Contractor by means of certified email with at least 30 (thirty) days notice.
- 26.2. From the effective date of withdrawal the Contractor must cease contractual services ensuring in any case that the termination does not cause any damage to Fiera and agreeing with the same, if necessary, a transfer plan and/or the restitution of instruments, documents or resources used for Service performance; in all cases in which, due to the nature of the Service, a transition with handover to Fiera and/or another operator is necessary, the Contractor shall cooperate in good faith with Fiera and/or the new operator in order to guarantee full continuity, providing, if necessary, cooperation even beyond the date of withdrawal and until handover is complete, in accordance with the provisos of the following Clause 27.
- 26.3. In the case of Fiera exercising its right of withdrawal, in express exception to of art. 1671 of the Civil Code, the Contractor shall only be entitled to compensation accrued for services rendered and accepted up to the effective date of withdrawal, expressly waiving any further compensation, indemnity and reimbursement of expenses, in addition to any claim for compensation, including for lost earnings.

## 27. E-BUSINESS CONTINUITY MIGRATION

- 27.1. The Contractor acknowledges and accepts that in any case of termination of the Contractual Relationship, if requested by Fiera, it shall be obliged to continue the activities intended for execution of the Contractual Relationship under the same conditions, including financial terms, as those of the Contractual Relationship, for the entire period of time necessary for Fiera to appoint a new contractor, in addition to performing any more appropriate support with the latter ("**Migration Period** ").
- 27.2. A request to continue Service execution, even if necessary by working alongside the new contractor, shall be formulated promptly by Fiera and shall be binding upon the Contractor.
- 27.3. The Migration Period shall not exceed 180 (one hundred and eighty) days from the date of termination.
- 27.4. During the Migration Period, the Contractor must guarantee Fiera continuity of Service execution and ensure maximum cooperation and assistance, doing everything necessary to ensure that handover takes place without any harm to the smooth running of Fiera's business and its regular, uninterrupted development.
- 27.5. In response to a request from Fiera, the Contractor shall also submit to Fiera the prevention and safety measures adopted by the Contractor and/or any of its Agents to guarantee continuity of Service provision in the presence of disastrous events that damage human resources, instruments and systems, including technological ones, and the premises used by the Contractor for Service execution.

## 28. GUARANTEE ON FIRST DEMAND

- 28.1. As expressly provided in the Contractual Relationship, the Contractor undertakes to provide a bank guarantee ("**Guarantee**").
- 28.2. The Guarantee shall be autonomous in nature and shall be enforceable on first demand, with waiver of the benefit of prior enforcement by the guaranteed Contractor; it shall be equal to the value stated in the Contractual Relationship and shall guarantee full compliance with all obligations referred to in the General Conditions and in the Contractual Relationship, including any *addendum* thereto (and including, by way of example, any amounts due as a penalty or resulting from irregularities in the payment of wages and social security, contribution, welfare and insurance payments due by the Contractor and/or any authorised Agents).
- 28.3. The guaranteed amount shall not in any case be less than 10% (ten percent) of the annual value of the Contractual Relationship, understood as the consideration due by Fiera to the Contractor for the term of one year for the Contractual Relationship.
- 28.4. The Contractor must provide an original copy of the Guarantee to Fiera within and no later than 30 (thirty) days from the date of completing the Contractual Relationship.
- 28.5. The Guarantee, which may be enforced by Fiera even more than once up to the maximum guaranteed amount, must remain in force for the entire term of the contract and up to 2 (two) years after its expiry without the possibility of early revocation for any reason, it being expressly understood that, in the case of total or partial enforcement, it must be re-established by the Contractor up to the original maximum guaranteed amount, in the shortest time possible and in any case within and not beyond 15 (fifteen) days from the date of enforcement.

28.6. The Parties agree that, in the case of failure to obtain and issue the Guarantee to Fiera within the period referred to in the previous Clause 28.4 or in the case of failure to promptly re-establish the Guarantee in the face of enforcement under the previous Clause 28.5, Fiera reserves the right to terminate the Contractual Relationship with immediate effect under and for the purposes of article 1456 of the Civil Code by means of simple written notice, without prejudice to compensation for damages.

## 29. INSURANCE

29.1. The Contractor shall take out with a primary insurance company and maintain in force for the entire term of the Contractual Relationship:

- (i) A Third Party and Employee Liability insurance policy with cover of no less than Euro 5,000,000.00 (five million/00) and with express waiver by the insurance company of recourse against Fiera and its successors and assigns. This policy shall also cover fire and theft damage with cover of no less than Euro 500,000.00 (five hundred thousand/00);
- (ii) An insurance policy for material and direct damage in the form of "All Risks" cover for all assets owned by the Contractor or in its use and/or availability, or owned or in use and/or available to any subcontractors within the Districts. This policy must provide for an express waiver by the insurance company of recourse against Fiera and its successors and assigns. It is understood that, even if the Contractor does not take out this policy, it expressly renounces any claim for compensation against Fiera and its successors and assigns in the case of damage or loss to Assets that it owns or that are in its use and/or availability, and it undertakes to ensure that any Agent also accepts this indemnity.

29.2. The aforementioned insurance policies, in addition to any further policies stated in the Contractual Relationship, shall not, under any circumstances, involve any limitation of liability of the Contractor; therefore, the Contractor shall be liable on its own behalf should damages occurring exceed the amounts paid by the insurance company.

29.3. The Contractor represents and warrants that its Agents shall be provided with insurance cover appropriate to the levels of the Service entrusted to it, valid and effective for the entire term of the Contractual Relationship in accordance with the above provisos.

## 30. VARIATION REQUEST BY FIERA

30.1. Fiera, due to operational and/or exhibition-related needs, reserves the right to request from the Contractor all changes to the Contractual Relationship and/or the Service that are necessary for precise fulfilment or all the changes that are appropriate, even if not necessary, for precise fulfilment (all this also regardless of art. 1660 of the Civil Code or in any case by way of exception to the same, where it is deemed applicable).

30.2. Fiera's request shall be sent to the Contractor in writing by certified email assigning a deadline for response. Failed or delayed response by the Contractor shall constitute a material breach, for which Fiera shall be entitled to apply a penalty equal to 1% (one percent) of the value of the Contractual Relationship, for each day of delay in responding, up to a maximum of 10% (ten percent) of the value of the Contractual Relationship. This penalty shall not in any circumstances be less than Euro 100.00 (one hundred/00) for each day of delay and in all cases save for compensation for greater damages and the right of Fiera to terminate the Contractual Relationship in the event of a delay of more than 7 (seven) days past the deadline for replying set by Fiera.

30.3. The Contractor must communicate to Fiera in writing a proposal containing the technical-financial feasibility of the requested change, specifying the relevant reasons, in addition to stating the costs, time-scale and methods of execution, in the shortest time possible, also taking into account the nature of the Contractual Relationship and, in any case, within the time limit assigned by Fiera.

30.4. Fiera reserves the right, at its discretion, to accept or reject the proposal. In the event of acceptance by Fiera, the Contractor must execute the work at its own expense, promptly and with a performance obligation.

30.5. If Fiera does not accept the proposal, it has the right to withdraw from the Contractual Relationship in accordance with Clause 26.

30.6. In any case, any proposal by the Contractor that is not formally accepted in writing by Fiera shall not give the Contractor the right to demand payment, reimbursement or compensation, without prejudice to the obligation to perform the Service in accordance with the provisos of the original Contractual Relationship, except for the exercise of Fiera's right of withdrawal.

30.7. Under no circumstances may the Contractor make changes of any kind to the Service covered by the Contractual Relationship without prior written consent from Fiera.

30.8. In any case of amendment not authorised by Fiera, the latter shall have the right to terminate the Contractual Relationship with immediate effect in accordance with and for the purposes of art. 1456 of the Civil Code by means of a simple written communication and without prejudice to compensation for damages in any case.

### 31. CHECKING

31.1. During the term of the Contractual Relationship, Fiera reserves the right to perform the checks and inspections, even partial ones, considered most appropriate for the purpose of verifying the exact and punctual execution of the Contractual Relationship, in addition to the full compliance by the Contractor (and the Agent) with all applicable legal regulations and the General Conditions, in addition to the best industry standards, at any time and even without prior notice, also through *Supplier Quality* and/or its representatives.

31.2. Checks and inspections may be performed by Fiera, both at the Contractor's headquarters and premises and at the headquarters and premises of any Agent, in addition to any other headquarters and premises used by the latter.

31.3. If, as part of the checks and tests referred to in this Clause, Fiera, at its sole discretion, assesses that - as the case may be - the Contractual Relationship is not being performed in accordance with the provisos of the General Conditions and/or the Contractual Relationship, without prejudice to the remedies provided for by law and those provided for in the General Conditions and/or the Contractual Relationship it shall have the right to request (also through *Supplier Quality* and/or its representatives) that the Contractor adopt any necessary corrective measures, setting a reasonable deadline, after which Fiera shall have the right to terminate the Contractual Relationship under and for the purposes of art. 1456 Civil Code, considering the lack of change to be a serious breach. This is without prejudice to Fiera's right to compensation for damages.

31.4. It is understood that performing, like the failure to perform the checks and tests referred to in this Clause are an option for Fiera and shall not in any way constitute an exemption or source of limitation of liability for the Contractor, nor may they be understood as indications of tolerance on the part of Fiera or an implicit waiver on the part of Fiera of asserting its rights.

31.5. The result of the checks, both partial and final, shall be entered in a special report which the Contractor may not refuse to sign.

31.6. In the case of any negative outcome of checking, Fiera shall have the right to withhold and offset any amounts that are due to Fiera from the checking, and/or to suspend or interrupt the payment of Consideration, without prejudice to the right to enforce the Guarantee.

### 32. PENALTIES

32.1. The Contractor shall be unconditionally responsible for the proper and timely performance of the Contractual Relationship. In the event that one or more of the failures identified below are found, with reference to the execution of the Contractual Relationship, the Contractor must remedy them and Fiera reserves the right to apply the following penalties, without prejudice to compensation for greater damages, in addition to those stated in the individual Contractual Relationship:

- (i) the penalty provided for in Clause 6.5 ("*Party Requirements - Contractors Registry*") for the case of incomplete updating of documents included in the Registry of Contractors;
- (ii) the penalty provided for in Clause 7.3 ("*Changes Relating to the Contractor*") for the event that the Contractor has failed to inform Fiera of changes that have occurred;
- (iii) the penalty provided for in Clause 13.6 ("*Waste Management*") in the case of failure to manage and/or abandonment of waste by the Contractor;
- (iv) the penalty provided for in Clause 21.5 ("*Special Period and Ius Variandi*") for the case in which a Contractor does not accept or does not execute exactly the *ius variandi* by Fiera;
- (v) the penalty provided for in Clause 30.2 ("*Fiera's Change Request*") for the case of a late response by the Contractor to Fiera's request for changes to the Contractual Relationship and/or Service;
- (vi) discourteous or uncivil behaviour, requests for tips or various gifts towards any person present in the Districts or in any other place where the Contractual Relationship is executed, smoking inside the Districts/Other Locations or any other space in use by Fiera by the Contractor's Staff or any of its collaborators: penalty foreseen Euro 250.00 (two hundred and fifty) for each individual breach detected

and/or removal of the person from the Districts by the Contractor, provided that penalties will be applied without prejudice in case of violation of Fiera Milano Ethic Code and 231 Model;

- (vii) Contractor's Staff not wearing their uniforms and/or identification badges: penalty of Euro 500.00 (five hundred) for every single infringement detected; removal of the person from the Districts by the Contractor;
- (viii) overnight parking of vehicles within the Districts/Other Locations or any other space in use by Fiera for reasons other than those of Service: penalty foreseen Euro 250.00 (two hundred and fifty) per night or fraction thereof after 10.00 pm;
- (ix) failure by Contractor's staff to endorse permits on entry and exit from the Districts/Other Locations or any other space in use by the Fiera: penalty of Euro 300.00 (three hundred) for each individual breach detected.

32.2. In addition to the penalties contained in the Special Part of these General Conditions and to those that may be provided for in the Contractual Relationship, the Contractor shall also be subject to those provided for in the Technical Regulations of the Exhibition Districts or any other technical document that provides for penalties to be paid by persons who operate in any capacity within the Districts/Other Location or any other space in use by Fiera.

32.3. Penalties shall be invoiced regularly and withheld from payments due.

32.4. Upon the occurrence of the number of breaches provided in the Contractual Relationship, including non-consecutive breaches, amongst those foreseen in this Clause, Fiera may declare the Contractual Relationship terminated under and for the purposes of article 1456 of the Civil Code, without prejudice to its right to compensation for any greater damages.

32.5. Fiera may take recourse, for the reimbursement of damages and payment of penalties, through:

- (i) deductions from any credits of the Contractor;
- (ii) deductions from the Guarantee, if issued.

32.6. With reference to the quantification of the penalties, the Parties mutually acknowledge that penalties are reasonable with respect to the Service and Consideration, also given the specific characteristics of the exhibition business and of the related supply chain in addition to the relevant reputation profiles.

### **33. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

33.1. The Contractor shall guarantee that the execution of the Contractual Relationship, in each of its components, including the resources and instruments used for its execution, does not in any way involve the violation, non-fulfilment or infringement of industrial or intellectual property rights of third parties, nor of the personal rights of third parties, holding Fiera harmless from any and all demands and/or claims by third parties in this regard.

33.2. Whereas the main purpose of the Contract is the creation, development and maintenance of software, all industrial property rights connected to it shall belong to Fiera from the moment they come into existence. The Contractor shall make the source code available to Fiera whether it is a custom application or customizations of software - or a software package - available on the market or an application that can be used as SaaS. The Contractor shall deposit the aforementioned source code in the Fiera repository in accordance with Fiera's policies in force from time to time.

### **34. CONFIDENTIAL INFORMATION AND BAN ON ADVERTISING**

34.1. For the purposes of this Clause the following shall be deemed to be "**Confidential Information**":

- (i) Information contained in Technical Specifications or, in any case, any technical specification relating to a Service contained in any other technical document;
- (ii) all documentation related to any CfT or to a Contractual Relationship;
- (iii) any other documentation and/or sales or other information, other than Technical Specifications, relating to Fiera, processes, trademarks, models, patents, industrial or intellectual property rights, services, activities, customers, Contractors, provided in any form by and/or on behalf of Fiera to a Contractor or of which the latter has become aware in connection with and/or as part of the performance of an CfT or a Contractual Relationship; and



**(iv) Results.**

- 34.2. The Parties mutually acknowledge that this Clause shall not apply to any information that:
- (i)** at the time of its disclosure was already known to a Contractor or was already in the possession of the Contractor prior to its transmission by Fiera and was not identified as confidential;
  - (ii)** is already available to the Contractor, having been previously transmitted to it by a third party, unless the Party receiving the information was aware that the third party had transmitted said information in violation of an obligation of confidentiality towards Fiera;
  - (iii)** is already in the public domain, provided that this is not the result of an unlawful disclosure of the information by a Contractor in breach of this Clause; or
  - (iv)** has already been processed by a Contractor or by a third party on the Contractor's behalf prior to completing the Contractual Relationship.
- 34.3. Unless otherwise stated in the Contractual Relationship, Fiera is and shall be the sole and exclusive owner of Confidential Information, including Results, in addition to the owner of all related intellectual and industrial property rights on the same.
- 34.4. The Contractor, including on behalf of Agents, expressly agrees to:
- (i)** keep the Confidential Information secret and not to disclose it, directly or indirectly, to any third party;
  - (ii)** take all measures and precautions reasonably necessary or appropriate to prevent the unauthorised disclosure or use of Confidential Information;
  - (iii)** immediately return the documents containing Confidential Information and any copies thereof on any form of media, or, at the express request of Fiera, to destroy them, at the end of the Contractual Relationship or before then at the request of Fiera.
- 34.5. Any further provisos in relation to a specific Service shall be contained within a separate confidentiality agreement.
- 34.6. The Contractor undertakes not to advertise using the name of Fiera or its logos or registered trademarks and to treat any information contained in the Contractual Relationship and any appendices thereto strictly confidential. Any exceptions must be expressly authorised by Fiera.

**35. COMMUNICATIONS**

- 35.1. All communications, requests, integrations, questions, declarations or consents required or permitted by these General Conditions and/or by the Contractual Relationship shall be formulated in writing and shall be considered effectively and validly executed if signed by the Legal Representatives of the Parties or by attorneys with the necessary powers.
- 35.2. They must be addressed to the contact person stated in the Contractual Relationship and sent (i) by registered mail or certified email, if related to the context of the contract and (ii) by e-mail, if related to a purely operational / sales context.

**36. CHARGES, TAXES AND DUTIES**

- 36.1. Unless otherwise agreed in writing between the Parties, all expenses, including those not stated in the Contractual Relationship, connected with the execution of the Service shall be and remain the full responsibility of the Contractor.
- 36.2. All fees or taxes shall be borne by the Party required by law to pay them depending on the nature of the Service and the Contractual Relationship.
- 36.3. In the event of any Services or Contractual Relationships involving inspections, fulfilments or charges falling within the jurisdiction of the Customs and Monopolies Agency or of other Authorities in the customs field, the Contractor shall be exclusively responsible and liable for such inspections, fulfilment and charges, and shall pay all duties that may be due, promptly obtain all authorisations that may be necessary and comply with all instructions issued by the Customs and Monopolies Agency or by other Authorities in the customs field. Any violation of customs regulations or non-fulfilment by the Contractor (or its Staff or any Agent) of the above shall constitute grave non-fulfilment and shall give Fiera the right to immediately terminate the Contractual

Relationship by means of simple communication in accordance with and to the effects of art. 1456 of the Civil Code, without prejudice in any case to Fiera's right to compensation for all damages.

**37. PROHIBITION AGAINST HIRING EMPLOYEES**

37.1. Except as otherwise provided in the Contractual Relationship, for the entire term of the Contractual Relationship itself and for a period of not less than 24 (twenty-four) months following termination, for any reason whatsoever of the same, the Contractor undertakes, on behalf of its Agents also, to:

- (i) not solicit the resignation of any Fiera employee;
- (ii) not to hire, directly or indirectly through third parties, and not to favour, support or encourage the hiring or, in any case, not to discuss, facilitate or promote the hiring by another employer of workers who are employed by Fiera during the period of validity of the Contractual Relationship.

**38. TERM**

38.1. Where the Contractual Relationship provides for a specific contractual term and unless otherwise provided for in the Contract, tacit renewal is excluded, and therefore, upon expiry of the Contractual Relationship the same shall be considered automatically terminated, without the need for further notice. Fiera shall be entitled to require a Contractor to renew the Contractual Relationship for a term equal to the entire term of the Contractual Relationship (as set out in the Contract) or part thereof.

**39. PROVISOS ON THE PROCESSING OF PERSONAL DATA**

39.1. The Parties declare that they are aware that the provisos of current European and national legislation on the protection of personal data concern the processing of personal data, i.e. referring to individuals and are not applicable to legal persons and information referring to such subjects.

39.2. If, in the execution of the Contractual Relationship, the Parties become aware of personal data concerning, for example, their respective representatives, exponents, employees, collaborators, customers, users, the same Parties shall comply, as separate holders of the processing of such data, with the provisos of current European and national legislation on the protection of personal data.

39.3. Without prejudice to the foregoing, in particular, the Contractor and Fiera undertake, in performing the activities for which they are responsible, to (i) treat the aforementioned personal data, during the entire term of the Contractual Relationship, in good faith and with the utmost diligence and (ii) not disclose the same data to third parties, except for purposes strictly related to the object and the fulfilments foreseen in the execution of the Contractual Relationship or to fulfil legal obligations.

39.4. Where the performance of the Contractual Relationship involves the outsourcing by Fiera to the Contractor of a personal data processing activity, the Contractor shall act as Data Processor under Clause 28 of Regulation (EU) 2016/679 - General Data Protection Regulation (hereinafter, the "GDPR") and as amended and supplemented, as it shall perform such activity on behalf of Fiera. In relation to the provisos of this Clause, the Contractor, as Data Processor, confirms that it presents sufficient guarantees, previously assessed by Fiera, to put in place adequate technical and organisational measures to ensure the compliance of the aforementioned processing of personal data with the provisos of the GDPR.

39.5. Fiera and the Contractor undertake to hold each other harmless and indemnified for any damage, charges, costs, expenses and/or claims of third parties that may derive from the violation of the regulations in force regarding the protection of personal data that is attributable to one of them.

**40. 231/2001 MODEL AND CODE OF ETHICS**

40.1. The Contractor warrants, also on behalf of the Agent, that all activities directly or indirectly carried out in the performance of the Contractual Relationship shall be carried out in accordance with Legislative Decree No. 231/2001, as amended and, where applicable, international anti-corruption regulations such as, by way of example, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the UK Bribery Act and the US Foreign Corrupt Practices Act (hereinafter referred to as the "Laws").

- 40.2. The Contractor declares to: (i) know and comply with the contents of Legislative Decree of 8 June 2001 no. 231 (hereinafter referred to as the "Decree") and undertakes, also on behalf of the Agent, to refrain from conduct liable to constitute the offences referred to in the Decree; (ii) to have adopted appropriate measures to prevent the commission, even attempted commission, of conduct in breach of the laws on preventing and contrasting corruption, and undertakes to maintain them throughout the duration of the contract (iii) refrain, and ensure that its directors, representatives, employees, collaborators and/or subcontractors refrain from engaging in conduct in violation of the laws on preventing and contrasting corruption, both internal and external.
- 40.3. The Contractor acknowledges that Fiera has implemented a Management System for the Prevention of Corruption that complies with UNI ISO 37001 and has adopted: i) an organisation, management and control model (hereinafter, the "231 Model") in compliance with the principles and guidelines provided for by the Decree; ii) a Policy for the Prevention of Corruption (hereinafter, the "Policy") and iii) its own Code of Ethics. This documentation is available on the website [www.fieramilano.it](http://www.fieramilano.it) (Investor Relations - Corporate Governance) and anyone who collaborates, in any capacity, with Fiera is asked to read it to become aware of its contents and to comply with its provisions.
- 40.4. The Contractor undertakes to report any anomalies or violations of the Laws, the Policy, the Code of Ethics or the Model in the performance of the activities referred to in the Contractual Relationship.
- 40.5. The Contractor undertakes to notify - in writing, as soon as possible and in any case within 7 (seven) days of becoming aware of it - the commencement of proceedings for an offence relevant to Legislative Decree no. 231/2001.
- 40.6. The Contractor undertakes the obligation to recognise and accept that Fiera may carry out the audits it deems most appropriate in order to monitor compliance with the provisions of this clause, including through audits carried out by designated people appointed by Fiera.
- 40.7. Failure by the Contractor and/or the Agent to comply with the Laws, the Model, the Policy, the Code of Ethics will constitute a serious breach that will entitle Fiera to terminate the Contractual Relationship with immediate effect.
- 40.8.

#### **41. EXTENSION OF CONTRACTUAL OBLIGATIONS**

- 41.1. The Contractor undertakes to extend all the conditions of the Contractual Relationship, insofar as they are applicable, also to companies belonging to the Fiera Group, in addition to Fondazione.

#### **42. GENERAL CLAUSES**

- 42.1. Should one or more of the clauses of the General Conditions be ineffective, or should they be or become contrary to compulsory regulations, they shall be considered as not having been applied and shall not affect the validity of the General Conditions as a whole, which shall otherwise maintain their full validity and effectiveness.
- 42.2. Any waiver or amendment of the General Conditions shall be valid and effective only if it results from a separate written deed duly signed by the Parties, in the person of their respective legal representatives or attorneys with the necessary powers.
- 42.3. Any tolerance on the part of Fiera towards non-compliance on the part of the Contractor and/or an Agent, in addition to the failure, partial or delayed exercise by Fiera itself of one of its rights or remedies due to it under any Law, the General Conditions or the Contractual Relationship shall not constitute a waiver by Fiera of its rights and/or remedies relating to the provision violated, nor of the right/remedy not exercised, exercised late or partially, nor of the right to demand the exact fulfilment of all the General Conditions and the Contractual Relationship.
- 42.4. Fiera and the Contractor reciprocally acknowledge that the Contractual Relationship is of a purely private nature and, therefore, no regulations regarding public contracts shall be applied, including, by way of example and not limited to, the so-called "Public Contracts Code" (Legislative Decree 50/2016).

#### **43. APPLICABLE LAW**

- 43.1. The General Conditions, the Contractual Relationship and any other document attached to them or related to them are governed by and shall be interpreted on the basis of the law in force from time to time in the Italian Republic.

**44. COURT OF JURISDICTION**

- 44.1. For all disputes of any nature that may arise in relation to or in connection with the General Conditions and/or the Contractual Relationship, the Courts of Milan shall have exclusive jurisdiction.

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**SPECIAL PART**

**SECTION - TENDER FOR SERVICES AND/OR WORK ON ITEMS (MOVABLE)**

**45. SAFETY AND COORDINATION PLAN (PSC) - OPERATIONAL SAFETY PLAN (POS)**

- 45.1. Fiera undertakes to deliver to the Contractor a safety and coordination plan (hereinafter also referred to as "**PSC**") in compliance with the provisos of the relevant regulations in force. The parties undertake to scrupulously comply, to the extent of their relevance, with the provisos contained in Head IV of Legislative Decree 81/08.
- 45.2. The Parties mutually acknowledge that the PSC forms an integral part of the documentation referred to in the Contractual Relationship.
- 45.3. The Contractor declares that it has received from Fiera detailed information on the degree of complexity of the Service and/or Work, including information on the charges that can be expected up to the completion of the Service or the testing and handover of Work, in addition to on the specific risks that exist in the environment in which the Contractor shall operate and on the prevention and emergency measures adopted in relation to the activity as a function of a Service and/or Work to be performed.
- 45.4. The Contractor declares and guarantees, on behalf of its own Agents also, that it shall cooperate in the implementation of the measures of prevention and protection from occupational risks affecting work activity that is the scope of the Contractual Relationship and shall comply with the risk protection and prevention measures for those to which workers are exposed, informing itself as far as it is relevant, also in order to eliminate risks due to interference between works by other companies involved (whether Agents or third parties) in the execution of a Service and/or Work in the case of presence of other companies besides the Contractor.

**46. TEMPORARY CONSORTIUM OF COMPANIES OR PROFESSIONALS**

- 46.1. If Fiera authorises the assignment of the execution of a Service and/or Work to a temporary consortium of companies or professionals ("**Temporary Consortium**"), the latter must be formed and regulated by notarial deed, a copy of which must be provided to Fiera in advance.
- 46.2. The Temporary Consortium must be set up in such a way that each participating entity is jointly and severally liable to Fiera for the entire execution of the Service and/or Work so that Fiera itself has the right, where appropriate, to claim against each of the members, at its discretion, with reference to the entire Service or Work. No replacement of all or part of one or more members of a Temporary Consortium shall be permitted without the prior written consent of Fiera. Any change in the internal division of services between the members of the Temporary Consortium must be communicated in advance in writing by certified email to Fiera, expressly stating the reasons for the change with the required documentation; Fiera shall have the right to request clarification and additional documentation and to communicate in writing, within and no later than 7 (seven) days from receipt of the final communication from the Temporary Association, its opposition to the change, it being understood that: (i) a veto shall not be unreasonably exercised; (ii) silence by Fiera shall be deemed consent to the modification; (iii) silence or the express authorisation or consent of Fiera to the amendment shall not in any case limit or exclude the responsibility of the Temporary Consortium and each of its members, and shall never constitute exemption from liability with respect to any non-fulfilment and/or damage that may be caused by the change itself; (iv) a term of 7 (seven) days shall start from the day in which Fiera has obtained all documents, clarifications and/or justifications requested from the Consortium.
- 46.3. The term of the Temporary Consortium may not be shorter than the term of the Service or of the execution of Work and must in any case provide for a term that is at least equal to the term of obligations arising under the Contractual Relationship, thus providing for an extension of the term of the obligations that survive the termination, for whatever reason, of the Contractual Relationship.
- 46.4. It is expressly understood that, where a Temporary Consortium does not meet the above characteristics and any other features that may be requested by Fiera during the CfT phase or in any case during negotiations, Fiera shall have the right to: (i) immediately withdraw from negotiations at any time, including during the completion of the Contractual Relationship and, in any case, not to complete the Contractual Relationship if non-compliance with Fiera's requests emerges during the pre-contractual phase; or (ii) if non-compliance with Fiera's requests emerges subsequently, to terminate the Contractual Relationship, without notice and by means of simple written communication under and for the purposes of article 1456 of the Civil Code, without prejudice to compensation

for damages. Fiera shall have the right to enforce the Guarantee for the full amount as a penalty for serious breach, without prejudice to the right to any claim for greater damages.

- 46.5. All expenses and costs connected with forming and managing the Temporary Consortium (including legal, notarial or other consultants' costs), even where arising from the Contractual Relationship, are and shall remain the exclusive responsibility of the members of the Temporary Consortium.
- 46.6. The Parties expressly acknowledge and agree that the Temporary Consortium (as a whole so each of its members, principals and agents) shall be subject to the provisos contained in the General Conditions, unless otherwise agreed between the Parties.
- 46.7. The representative of the Temporary Consortium shall be the sole point of contact for Fiera in every phase of the execution of the Contractual Relationship and any communication with it shall be understood to be to the knowledge of every other member of the Temporary Consortium.

#### **47. WORK TESTING**

- 47.1. In all cases where Service consists of or includes the execution of Work, the Clauses referred to in this Section - "Tenders for Services and/or Work on Assets (Movable)" and in the following Section "Purchasing, Supply and Delivery of Assets (Movable)" shall apply with the following clarifications.
- 47.2. The term for reporting any non-compliance, defects or faults in Work shall be 60 (sixty) days from the date of final acceptance of Work (hereinafter also referred to as "**Final Testing**"), even in the event that the Parties proceed with acceptance of parts of the Work during execution or depending on progress of Work ("**Preliminary Testing**").
- 47.3. Final Testing of Work shall be performed by mutual agreement between the Parties and shall be documented. Preliminary Testing shall form attachments as part of the whole Final Testing.
- 47.4. The Contractor acknowledges and accepts that, unless otherwise expressly and specifically agreed upon in writing between the Parties, the terms of delivery and/or Final Testing and/or Preliminary Testing envisaged in the Contractual Relationship must be considered essential and agreed upon in the primary interest of Fiera, which alone shall have the right to waive the essential nature of one or more of said terms.
- 47.5. In any case, any handover by conclusive facts and/or introduction into the material possession of Work (in whole or in part) in any way and at any time shall not constitute and be interpreted as formal acceptance, nor Final Testing and/or Preliminary Testing of Work. Therefore, the Parties mutually acknowledge that, by way of exception to art. 1665 of the Civil Code, in the absence of Final Testing, Work shall not under any circumstances be considered to have been accepted without reservation.
- 47.6. Notwithstanding sections 1665 and 1666 of the Civil Code, the Contractor's terms of payment shall be exclusively those expressly agreed in the Contractual Relationship, it being specified that the execution of Tests or Preliminary Tests shall not entitle the Contractor to receive any Consideration and that any payment during Service or execution of Work shall be in the nature of an advance payment, any presumption of acceptance of the part of the Work paid being excluded.
- 47.7. In all cases in which a report of Final Testing is not drawn up (for example, because testing operations are not performed on an adversarial basis or do not have a positive shared outcome or the signature of one of the Parties is missing), Work shall be considered not handed over and not accepted by Fiera. Without prejudice to the remedies provided for by Law and the other applicable remedies provided for by these General Conditions (General Section and Sections - "Tenders for Services and/or Work on Assets (Movable)" and "Purchase, Administration and Supply of Assets (Movable)"), Fiera shall be entitled without any delay to entrust third parties with the testing, completion and/or correction of Work and/or to enforce the Guarantee for an amount equal to all the sums paid previously, in addition to equal to the damages and costs incurred as a result, including those arising from the need to test, correct or complete Work by commissioning third parties or with means and resources internal to Fiera or the Fiera Group.
- 47.8. It is specified that the aforementioned rights may be exercised by Fiera as soon as the deadline agreed in the Contractual Relationship for the Final Testing/Handover of Work has expired, or even before that date if the progress of the work and the failure to comply with even one of the deadlines set for the Preliminary Testing (where agreed) demonstrates a delay with respect to essential milestones in the schedule or results, under the circumstances of the case, so that Work cannot be completed in a professional manner within the essential final deadline agreed in the Contractual Relationship, subject only to written communication to be sent by Fiera to the Contractor by certified email.

**48. MATERIALS, VARIATIONS AND CHECKING IN PROGRESS**

- 48.1. As a partial exception to art. 1658 of the Civil Code, in any case, all the materials necessary to perform Work must be supplied by the Contractor, who shall be fully responsible for their selection and retrieval on the market and therefore for their quality and compliance with the purposes and performance required by Fiera, unless the Parties expressly establish otherwise in the Contractual Relationship document, and in any case any reference to custom is excluded.
- 48.2. However, in cases in which the Parties, by way of express exception to the above, agree that some or all of the materials necessary to perform Work are supplied by Fiera, it shall be part of the task conferred upon the Contractor to perform all appropriate checks on materials and to promptly inform Fiera of any aspects that may prejudice perfect execution of Work, in relation to materials also.
- 48.3. In the event of doubts regarding interpretation or application, the Contractor's commitment to supply all materials necessary for work to be performed in a professional manner must in any case be considered prevalent, with Fiera's responsibility regarding the choice of materials and their origin being excluded, even if Fiera gives indications in this regard, which shall in no case limit or exclude the Contractor's responsibility in this regard.
- 48.4. The Parties mutually acknowledge that in any case the Consideration agreed upon for Work must be understood to be determined globally, and therefore, under art. 1659 of the Civil Code, agreed variations in the project of Work, even when modifications requested by the Contractor are authorised by Fiera, shall not give the Contractor any right to request or receive compensation for the variations or additions.
- 48.5. As an exception to sections 1660 and 1661 of the Civil Code, in the case of necessary changes to the project or changes ordered by Fiera as client, the provisos of Clause 30.1 of these General Conditions apply.
- 48.6. Without prejudice to the provisos of Clause 31 of these General Conditions, by way partial exception to article 1662 of the Civil Code, Fiera as client has the right to check the execution of work and to verify the progress of work by means of on-site inspections or other verification methods chosen by Fiera and with the frequency defined in the Contractual Relationship and, failing that, at a simple request from Fiera, to be conveyed to the Contractor with a minimum notice of 24 (twenty-four) hours. Checks may be performed on any working day or even on holidays, in the event of urgency, and shall be performed at the expense of the Contractor up to a maximum of 2% (two per cent) of the Consideration agreed upon for Work; beyond this threshold, the costs shall be borne by the Parties 50% each.
- 48.7. Any unavailability on the part of the Contractor or any refusal by the Contractor to perform checks or in any case any conduct which in fact causes delays in performing checks and/or limits the methods used shall be considered to be behaviour in bad faith and a source of liability for the Contractor.

**49. ADDITIONAL CONTRACTOR OBLIGATION IN THE EVENT OF INTERVENING OCCURRENCES**

- 49.1. The Parties agree that Consideration agreed upon for work in a professional manner shall be fixed and invariable, excluding the application of sections 1467 and 1664 of the Civil Code, even in the event of variations exceeding one tenth of the Consideration in the cost of materials or labour or any other cost inherent to the Service and/or to Work execution. Therefore, any revision of the Fees, in addition to any fair compensation or indemnity in case of execution difficulties arising from geological, water and similar causes that could occur during the course of the Contractual Relationship shall be excluded.
- 49.2. The Contractor acknowledges and accepts, also on a contingency basis, that in the event of Force Majeure or any other circumstance (with the sole exception of non-fulfilment attributable to gross negligence or wilful misconduct on the part of Fiera) that prevents the exact fulfilment of the Service and relevant Work, shall only be entitled to the proportion of the Consideration relating to Work that would be useful to Fiera on the date of the occurrence of the relevant event that prevents continuation of the Service and the completion of work in a professional manner by the originally agreed date, it being understood that if the activity performed by the Contractor is not useful to Fiera in any way, no Consideration, nor indemnities or reimbursements or compensation of any kind shall be due to the Contractor.

**50. INSURANCE**

- 50.1 Without prejudice to the liabilities and obligations also in terms of health and safety in the workplace in compliance with current regulations, the Contractor shall enter into and keep current for the entire duration of the Purchase Order and/or Contract, via a primary insurance company:
- (i) A Third Party Liability insurance policy with a liability coverage of no less than Euro 5,000,000.00 (five million/00) and with express waiver by the insurance company of its right of claims against the

Customer and its assignee. This policy shall also cover fire and theft with a limit of no less than Euro 500,000.00 (five hundred thousand/00);

- (ii) insurance policy for material and direct damage in the form of "All Risks" coverage for all assets owned by the Contractor or available and/or in use, or owned or in use and/or available to any subcontractors within the Districts. This policy must provide for an express waiver by the insurance company of its right to claim against the Customer and its assignees. It is understood that if the Contractor does not enter into this insurance policy, the Contractor expressly waives any claim for compensation against the Customer and its assignees, in the case of damage to or loss of goods owned by the Contractor or goods in use and/or available, and undertakes to ensure that its Appointed Company also accepts said indemnity.

Any specific insurances other than those specified herein may be requested to the Company depending on the nature of the Service.

The above insurance policies, as well as any other insurance policy specified in the Purchase Order and/or Contract, shall not give rise, in any case, to any limitation in terms of Company's liability; therefore, the Company shall remain liable for any damages that may occur and that exceed the amounts paid by the insurance company.

The Contractor states and guarantees that the Appointed Company will have insurance coverage adequate to the levels of the Service entrusted to it, valid and effective for the entire duration of the Order and/or Contract and in compliance with the above provisions.

## **51. DEATH OF A CONTRACTOR**

- 51.1. If a Contractor is a private individual, his/her death shall result in termination of the Contractual Relationship, the Contractor's person being a determining factor for the Contractual Relationship.



**SECTION - PURCHASING, ADMINISTRATION AND SUPPLY OF ITEMS (MOVEABLE)**

**52. GUARANTEED COMPLIANCE AND FREEDOM FROM DEFECTS**

- 52.1. Unless otherwise stated in the Contractual Relationship, the Contractor warrants that the Assets sold, administered or supplied by it to Fiera conform to the characteristics requested by Fiera and are free of defects; this guarantee extends to all compliance defects and to defects in the Assets even if they were easily recognisable by Fiera, in addition to the hypothesis of lack of features promised or essential for the use for which the Item is intended.
- 52.2. Unless expressly agreed otherwise in the individual Contractual Relationship, a Contractor shall at all times also be required to guarantee the proper functioning of the Item to which the provisos of this Clause shall apply.
- 52.3. Fiera shall have the right to report non-compliance or defects or malfunctions within 30 (thirty) days from the date of their discovery, meaning the moment at which Fiera acquires objective and definitive certainty regarding the defect or non-compliance or malfunction and its extent (occasional or serial).
- 52.4. For the purpose of clarity, the Parties acknowledge and the Contractor expressly accepts that the date of delivery of the Asset to Fiera shall in any event be irrelevant (regardless of hidden or recognisable nature of the non-compliance or defect) for the purposes of reporting the defect or non-compliance or non-performance.
- 52.5. The statute of limitations applicable by law remains unaffected.
- 52.6. In any case, the warranty of compliance and absence of defects and correct operation also applies to additional components, replaced or repaired in an Item and the warranty period for the Item shall start again from the date of replacement or repair of the Item (as a whole or of any components) and/or installation of any additional component.
- 52.7. In the event of defects, non-compliance, or serial operating defects, it is understood that a specific complaint shall not be required in relation to each Item of a series or lot or batch affected by a defect or non-compliance or malfunction and that verification performed by Fiera on a sample basis on a percentage of 5 (five) of the Assets that are the subject of the same Order or the same delivery or lot or batch shall be suitable proof of the defect or non-compliance or malfunction.
- 52.8. In the event of malfunction, non-compliance or defect (whether serial or occasional, relating to individual Assets or batches of Assets), Fiera has the right, at its discretion, to avail itself of the following remedies, which may be exercised alternatively and by simple written notice to the Contractor:
- (i) immediate replacement of Asset, under the full responsibility and at the expense and care of the Contractor, is to be performed within the time allotted by Fiera, it being understood that the replacement Asset must in any case be of a quality that is not inferior to that agreed in the Contractual Relationship; until the moment of exact replacement, the Contractor shall not be entitled to any Consideration with regard to Assets that are flawed, non-conforming or malfunctioning;
  - (ii) reduction of the Consideration in proportion to the seriousness of the defect or malfunction or non-compliance in addition to the loss of use or loss of advantage suffered by Fiera as a result; in this regard, Fiera shall also have the right to make use of the provisos of Clause 28 (*First Request Guarantee*) and Clause 32 (*Penalties*);
  - (iii) immediate termination of the Contractual Relationship which, under and for the purposes of article 1456 of the Civil Code, shall take effect upon receipt by the Contractor of the communication from Fiera, without prejudice in any case to the right to compensation for damages.
- 52.9. The Contractor further represents and warrants that the Asset:
- (i) are its exclusive property and in any case the Contractor shall be fully entitled to transfer them to Fiera at the time of the transfer of ownership;
  - (ii) are not encumbered by third party guarantees or other constraints or charges or rights (real or personal) for third parties that diminish or limit their free enjoyment and availability to Fiera;
  - (iii) correspond to the purposes for which they were requested by Fiera;
  - (iv) are in perfect working order and in compliance with the technical specifications stated in the Technical Specifications and/or in any other document describing the same, with the contractual prescriptions and with the applicable regulations, including technical ones; this also applies to the materials that make them up and/or are used in the construction of the Item;

- (v) are free from any defect or flaw, obvious or hidden, even with reference to their components and materials used;
- (vi) are of high quality, taking into account the standards of the sector to which it belongs and in any case not less than as agreed in the Contractual Relationship;
- (vii) are in every respect, including implementation, functionality and performance, in compliance with safety standards required by law applicable to them.

- 52.10. The Asset must be accompanied by appropriate documentation to certify compliance, in accordance with applicable specifications, including, but not limited to, the certificate of origin thereof.
- 52.11. The Contractor shall be liable for damage caused to property and/or persons as a result of non-compliance, defects or lack of function or under-performance of the Asset.
- 52.12. The Contractor is obliged to hold Fiera harmless from any request for compensation as a result of defects, non-compliance, un-reliability of the Item supplied, compensating Fiera for any harm suffered.

### **53. TRANSPORT AND DELIVERY OF ASSETS**

- 53.1. Unless otherwise stated in the Contractual Relationship document, the Contractor shall bear the cost of transporting or shipping and insuring the Assets, assuming all charges relating to loading and unloading and delivery to Fiera at the place and within the terms that shall be stated by Fiera to the Contractor in the Contractual Relationship.
- 53.2. In particular, unless otherwise specifically agreed in the Contractual Relationship, Incoterms 2020 DDP - Delivered Duty Paid and unloaded - shall apply to all transfers, supplies or deliveries of Assets to Fiera in all cases of means of transport, including combined transport and also in the event that the transport takes place exclusively by sea or inland waterways and also in the case of exclusively domestic transport (therefore without customs clearance costs and obligations)
- 53.3. The delivery deadline is also set in the interest of Fiera: therefore, an early delivery must be approved by Fiera.
- 53.4. For the purposes of clarity, the Parties acknowledge and recognise that the risk of loss of the Assets shall remain with the Contractor until delivery to Fiera is completed at the agreed place and date.
- 53.5. Assets must always be delivered to Fiera, accompanied by suitable transport or shipping documentation indicating at least the following data:
- Item supplied;
  - Contractual Relationship number;
  - Shipping date;
  - Clause code and description;
  - Quantity;
  - Weight; and
  - Means of shipment.
- 53.6. The Assets shall be packaged in such a way as to preserve them from damage, prevent deterioration, damage and loss in transit.
- 53.7. The types of packaging shall be defined by and under the responsibility of the Contractor on the basis of the requirements, the types of transport and the handling needs of Fiera, which shall have the right to request particular methods of packaging and/or unloading and/or delivery of the Assets.
- 53.8. It is specified that in no case may obligations consisting of the delivery of documents be interpreted as giving rise to a case of sale against documents, so that in no case shall the Contractor be released by the mere delivery of documents or securities representing goods; the application of any use in this sense being expressly excluded by the Parties.

### **54. SUPPLY CHAIN RELATIONS**

- 54.1. The Parties agree that in all cases in which the Assets purchased by Fiera or administered or supplied to Fiera are resold by Fiera or become the object of supply relationships by Fiera to third party operators and clients of

the Fiera Group, including, by way of example, stand builders, exhibitors or organisers of trade fairs ("**Active Relationships**"), Fiera shall have the right to request the Contractor, who accepts the corresponding obligation henceforth, to adapt the Service that is the object of the Contractual Relationship to the requirements that may arise from the Active Relationships.

- 54.2. The Contractor acknowledges and recognises that any delays or inaccuracies in the execution of its Service or of the Contractual Relationship may cause significant damage to Fiera, also taking into consideration the repercussions on the Active Relationships, therefore the Contractor undertakes to make the maximum effort to avoid and in any case minimise the damage, also taking into consideration the Active Relationships, and shall be obliged to compensate all the consequential damages (patrimonial and non patrimonial) that Fiera may suffer with reference to the Active Relationships.

## **55. SPLIT/PERIODIC DISTRIBUTION OR DELIVERIES**

- 55.1. In the event that the Contractual Relationship provides for the periodic or divided supply of Assets to Fiera, the Contractor undertakes to deliver to Fiera the Assets with the frequency stated in the Contractual Relationship and according to the quantities stated in the Contractual Relationship or in individual Orders. All provisos of the Clauses in this Section shall apply to each supply/distribution and to the Contractual Relationship as a whole.
- 55.2. For the sake of clarity, it is hereby specified that the Clauses set out in the present Section shall apply regardless of the formal qualification of the Contractual Relationship given by the Parties, taking into consideration the substance of the Contractual Relationship itself and also in the case of a sale mixed with a contract or an exchange and in any other hypothesis in which an Item is supplied to Fiera, whether or not it is produced by the Contractor, with its own materials and/or Staff. In the event of a complex Contractual Relationship, the provisos of this Section shall apply to obligations constituting the sale, supply or delivery of Assets.
- 55.3. The Contractor shall, at its own risk and peril, bear any variation in the costs connected with the periodic or shared distribution or supply of the Assets, whether due, by way of example, to changes in the market or in the supply chain, increases in the cost of labour or transport or changes in logistics, for which it shall therefore have no right to request adjustments or variations in the Consideration or different methods of performing distribution or supply.
- 55.4. The due date for individual services subject to distribution or divided or periodic delivery are to be understood as having been agreed in the primary interest of Fiera, which alone shall have the right to waive this date. In order to be valid and opposable to Fiera itself, a waiver must be in writing and signed by Fiera in the person of its legal representative or by a proxy with the necessary powers. In no case shall the late acceptance of an distribution or delivery constitute a tacit waiver and/or release of liability for the Contractor.
- 55.5. In the event of late delivery of each lot or batch, Fiera shall be entitled to apply the following penalties: 2% of the contract value for each day of delay up to 10% of the contract value. In addition to the possibility of termination at the choice of Fiera always regardless of greater damages.
- 55.6. Consideration due from Fiera to the Contractor and the terms of payment for the supply or periodic or divided supply of Assets to Fiera shall be exclusively and peremptorily those expressly agreed by the Parties in the Contractual Relationship, therefore the Parties acknowledge and recognise that sections 1561 and 1562 of the Civil Code shall not apply.
- 55.7. It is understood that in the case of inexact, failed or late fulfilment of 2 (two) consecutive divided or periodic supplies or deliveries, the non-fulfilment shall be presumed to be grave and such as to undermine Fiera's confidence in the precision of subsequent fulfilments, for which reason Fiera shall have the right to terminate the Contractual Relationship with immediate effect by means of simple written communication, without prejudice to compensation for damages in any case. The foregoing shall apply in the event of inexact, non-fulfilment or late fulfilment of even only 1 (one) divided or periodic service of distribution or delivery, where the same relates to an Active Relationship having an essential term (whether expressly agreed or which may be inferred from the nature and object of the Active Relationship).

## **56. NON-EXCLUSIVITY AND NON-PREFERENCE**

- 56.1. Any agreement of preference and any exclusivity in favour of the Contractor shall be excluded.
- 56.2. For the sake of clarity, it should be noted that Clauses 15 (*Prohibition of Competition*) and 41 (*Extension of Contractual Obligations*) of the General Section of these General Terms and Conditions apply.

**57. SWAPS AND OTHER KINDS OF PURCHASE**

57.1. The provisos set out in this "Section - Purchase, Administration and Supply of Assets (Furnishings)" shall apply, as far as compatible, also in cases where:

- (i) The Contractual Relationship envisages an exchange of one of Fiera's Assets with another of the Contractor's Assets; in this case the costs of the exchange and any other accessory costs shall be borne by each of the Parties in the proportion agreed in the individual Contractual Relationship and, failing this, they shall be divided equally between Fiera and the Contractor;
- (ii) In the context of a Contractual Relationship, the right of Fiera to purchase, repurchase or redeem an Item or a purchase option agreement in favour of Fiera is agreed, it being also agreed that in each of the aforementioned cases the Contractor shall not have the right to retain the Item except for the failure of Fiera to pay the Consideration in a timely manner and shall have the right to receive exclusively the Consideration agreed in the individual Contractual Relationship, excluding any other indemnity or reimbursement for expenses incurred for any reason, even if they have increased the value of the Item
- (iii) In the event that the Contractual Relationship is in the nature of an estimatory contract, that is, in the event that the Contractor delivers Item(s) to Fiera with an obligation by Fiera to pay Consideration within the limits of the failure to return what has been delivered and, therefore, with the right of Fiera to return the Item(s) to the Contractor without any Consideration being due, provided that the return takes place within the term agreed in the specific Contractual Relationship;
- (iv) The Contractual Relationship provides for a purchase by Fiera subject to its approval or evidence, it being specified and agreed that: (a) the deadline for expressing approval or for communicating the positive outcome of the test is expressly established in the individual Contractual Relationship, without any reference to customary practices; (b) only Fiera shall have the right to waive the said deadline (c) in the event that the time limit elapses without any express written communication from Fiera to the Contractor, the silence shall be considered as "failure to approve" or "negative outcome of the test" and the Item must be returned to the Contractor within the time limit agreed in the Contractual Relationship and in any case within and no later than 15 (fifteen) days, with the exclusion in any case of any indemnity, fair compensation or reimbursement of expenses in favour of the Contractor.

## **SECTION - WORKS CONTRACTS RELATING TO BUILDINGS**

### **58. REAL ESTATE TENDERS**

- 58.1. Fiera entrusts to the Contractor a contract for works on the Property identified in the Contractual Relationship (the "**Work**"), which declares that it assumes them and is obliged to carry them out in a professional manner and with a performance requirement, to be performed in accordance with the design attached to, and forming an integral and essential part of, the Contractual Relationship ("**Project**").
- 58.2. The Contractual Relationship concerning Work shall be governed not only by the provisos contained in this Section, in the Section - Procurement of Services and/or Work on Assets (Movable) and in the General Part of the General Conditions, but also by the provisos contained in the Technical Specifications, in the Project and the relevant Estimated Metric Computation, in the PSC and the POS.
- 58.3. Fiera undertakes to deliver the PSC to the Contractor in compliance with the provisos of the relevant regulations in force. The parties undertake to scrupulously comply, to the extent of their relevance, with the provisos contained in Head IV of Legislative Decree 81/08.
- 58.4. The date of the notice of commencement of work or other notice of commencement of Work required by law, depending on the Work to be performed or, where applicable, the terms of approval of the Project by the service manager of the relevant municipality together with the building permit or other authorisation required by law shall be an integral and essential part of the Contractual Relationship and the said documents shall be promptly exchanged between the Parties and attached to the contractual documentation (in copy or original, depending on the applicable provisos of law). The aforesaid documents and all other documentation relating to Work and/or the Project shall be retained for the entire term of the Contractual Relationship and at least ten years following Final Acceptance and the corresponding delivery of Work to Fiera.
- 58.5. The shape, layout and size of Work which is the subject of the Contractual Relationship shall be determined from the Project, the attached drawings and the directions which shall be given from time to time by the Work Supervisor, all in accordance with the administrative approval documents required under the Laws from time to time applicable.
- 58.6. Materials required for Work shall be sourced from such locations and from such suppliers as the Contractor shall select under its own responsibility, all of which shall meet the requirements and standards of current law and the requirements of the Fiera. The same shall be accepted by Work Management.
- 58.7. The Contractor shall be entitled to perform Work in the manner most suitable for their perfect completion in accordance with good working practise within the contractual time limit, provided that the manner chosen is not prejudicial to the successful completion of Work and is in accordance with the time schedule for the Work.

### **59. CONSIDERATION AND PAYMENTS**

- 59.1. In the case of Work on a measured basis, the total presumed Consideration due from Fiera to the Contractor for the precise execution of the Contractual Relationship is stated in the Technical Specifications together with an indication of the percentage discount on the prices contained in the Estimated Metric Calculation and attached to the request for tender.
- 59.2. In the case of measured Work, the Consideration due by Fiera to the Contractor for the precise execution of the Contractual Relationship shall be stated in the Technical Specifications and shall be understood to be fixed and invariable, without any subsequent verification of the measurement or value attributed to the quantity and quality of Work being able to be invoked by the Contractors.
- 59.3. The amount for Work shall be liquidated as follows:
- (i) advance payment equal to 5% of the total presumed amount of Work at the completion of the Contractual Relationship;
  - (ii) a percentage to be agreed upon between the Parties according to the work progress reports ("**S.A.L.**"), drawn up on a monthly basis and taking into account the actual quantities realised, each of which shall be reduced by 20% (twenty per cent) to guarantee the precise execution of the subsequent S.A.L. and so on until the last S.A.L. coinciding with the end date of the works; for each S.A.L., including the last one, a cross-verification report shall be drawn up between Work Management and the Parties and the relevant managers and/or contacts appointed with reference to the Project, certifying Work and the relevant amounts and any reserves or disputes relating to a specific S.A.L.;

(iii) balance within 120 days from the date of Final Acceptance.

- 59.4. For the execution of works and/or categories of works that are not provided for in the Contract and for which prices are not stated in - or cannot be deduced from - the Price List attached to the Contractual Relationship, the Parties shall agree in writing on the criterion to be used to identify the consideration due to the Contractor, for example identifying the applicable price list and the publication that contains it, to which reference should be made, and also the percentage reduction in consideration that - with respect to this price list - should be acknowledged to Fiera.
- 59.5. In the event that disputes arise regarding the amount of the sums due as S.A.L. and/or balance, Fiera shall pay within the time limit agreed in the Contractual Relationship the portion of the S.A.L. instalment or balance due according to its calculations, any right of the Contractor to suspend or slow down Work being excluded. The Parties hereby agree that in parallel with the continuation of Work, disputed quantities shall be subject to verification in good faith also with the support of an independent third party expert to be appointed by mutual agreement between the Parties in order to settle the disagreement. The rules under art. 1349 of the Civil Code shall apply to the expert thus appointed. The costs of the surveyor shall be divided equally between the Parties. Any refusal of a Party to appoint the expert or to comply with his/her determination shall constitute conduct of serious bad faith with all the consequences under Law.

## **60. EXECUTION DEADLINES AND TESTING**

- 60.1. The provisos of the preceding Clause 47 shall apply to testing and delivery, as supplemented, if necessary, by the provisos of the Technical Specifications or the project for Work.
- 60.2. For the sake of clarity, it is specified that in no case shall the S.A.L. and the related checks be considered as Preliminary Tests, which shall, if necessary, be expressly agreed upon by the Parties in the Technical Specifications or in the Project.
- 60.3. The term for completion of Work in addition to the time schedule and the date of delivery of the site to the Contractor is stated in the Technical Specifications, which also regulate the penalties due to Fiera by the Contractor for the delay of the individual S.A.L. and the term of completion of Work as regards what was agreed in the Technical Specifications. The application of such penalties shall be without prejudice to penalties applicable to the Contractual Relationship under the present General Conditions. In the event of non-fulfilment by the Contractor, Fiera shall have the right to compensation for damages, which may also be satisfied by the enforcement of the Guarantee, if provided, in accordance with Clause 28.
- 60.4. In order to verify compliance with the deadline for the completion of Work in addition to for each S.A.L., the date reported in the minutes corresponding to each S.A.L. and to the completion of Work signed by the Work Supervisor shall be considered as valid.
- 60.5. Suspensions of Work are permitted for particular climatic adversities that make it impossible to continue Working in a professional manner and for Force Majeure events to be ascertained with the Work Management; the days of such suspensions shall be added to the usable time, within the limits of the provisos of Clause 25 (*Force Majeure*) and of Clause 20 (*Suspensions*). Any delays in the delivery of works by Fiera's direct suppliers shall entitle the Contractor to an extension of the completion of Work covered by the Contractual Relationship, only on condition that they affect the progress of Work by the Contractor without the possibility of alternative solutions.

## **61. DEFECTIVE AND NON-COMPLIANT WORK**

- 61.1. The provisos of Clause 52 (*Guarantee of compliance and absence of defects*) shall apply, with the following clarifications.
- 61.2. Reference shall be made to the "Table of workmanship tolerances", if attached as an integral part of the documentation referred to in the Contractual Relationship, to ascertain the existence of defects and deviations from the Work. For all that it contains, the Parties therefore agree that the variations - within the limits stated in the table - shall not constitute defects or non-compliance. Therefore, within such limits, Work shall be considered, to all intents and purposes, as having been performed in a professional manner.

## **62. PROJECT LIABILITY, HARM OR DAMAGE TO THIRD PARTIES**

- 62.1. When the project is supplied by Fiera and is flawed and a defect in Work results from the design flaw, the Contractor shall be exempt from third party liability for the defect in Work towards Fiera if the design flaw was not known to the Contractor or recognisable by the Contractor with the use of the utmost professional skill and diligence; if, on the other hand, the design defect was within the knowledge of the Contractor or was recognisable

by the Contractor using any means required by the utmost professional skill and diligence, the Contractor has an obligation to inform Fiera in advance and in a timely manner and to propose the necessary or appropriate variations and shall be exempt from third liability towards Fiera and third parties only if it has informed Fiera in writing and the latter has nevertheless confirmed in writing its intention to execute the Project without the variations suggested by the Contractor.

- 62.2. The Contractor, in addition to all that is necessary to deliver Work complete on site and executed in a professional manner, shall always be responsible for any damage which, as a result of its own actions or those of its Staff or Agents, may be caused as a consequence of Work to persons or things including neighbouring properties owned by third parties; for the purpose of clarity it is specified that in all cases Fiera and the Work Manager shall be held harmless and indemnified from any and all liability in accordance with the provisos of the preceding Clauses 9.7, 11.2, 12.9, 17 and 33.1.
- 62.3. The Contractor is and remains liable under and for the effects of art. 1669 of the Civil Code, and is therefore obliged to guarantee, as from the completion of the Contractual Relationship, a suitable insurance guarantee issued by a leading insurance company in the form of a ten-year survival policy, the terms and conditions of which are specified in the Technical Specifications. The aforementioned guarantee is in addition to the guarantees referred to in Clause 28 of the General Part of the General Conditions. Handover by the Contractor to Fiera of the aforementioned guarantee according to the text previously agreed upon by the Parties, within 10 (ten) days from the completion of the Contractual Relationship, is a condition precedent to the effectiveness of the Contractual Relationship itself, which shall be understood as never having been made and without any impact on the pointless expiry of said term.

### **63. FIERA COMMITMENTS**

63.1. The following shall be incumbent upon Fiera, with consequent responsibilities:

- a) Performing technical-administrative tasks, in particular:
  - (i) The issue of the necessary permits required by current laws and building and urban planning instruments;
  - (ii) Requests for hygiene and building inspections as required by municipal regulations;
  - (iii) Requests for temporary occupation of private property or neighbouring public property in addition to related agreements, conventions, fees and Tosap tax (for occupying public areas), where applicable;
- b) Fulfilments connected with the tax regime to which the property is subject;
- c) Provide for preparing the Executive Work Project;
- d) Bear the charges due for the property or the client by law, including taxes and duties applicable from time to time and fees for the professional skills of designers, the Director of Works and other professionals, including testers, provided for by regulations in force regarding safety at work for which a client is responsible.

### **64. SITE MANAGER AND AGENTS**

- 64.1. The Contractor shall, in good time for drafting the Contractual Relationship document, indicate the person to whom it entrusts site management (the "**Site Manager**").
- 64.2. The Contractor shall assume full and sole responsibility for the selection and supervision of its Site Manager, regardless of any indication from Fiera.
- 64.3. The Contractor's Staff regulations shall apply to the Site Manager, to the extent they are compatible.
- 64.4. If the Contractor, with prior written authorisation from Fiera, entrusts the execution of certain Work to third parties, all the provisos contained in these General Conditions regarding Agents shall apply.

### **65. DUTIES OF THE CONSTRUCTION MANAGER**

- 65.1. Unless otherwise stated in the Technical Specifications, the Contractor acknowledges that the Construction Manager shall have the following duties:

- a) Ensuring that Work is performed in a professional manner and in compliance with the Project and Technical Specifications and all the necessary administrative deeds and measures under the Law, verifying the state of Work and formally calling the Contractor to comply with contractual and Legal provisos in the case of non-compliance or negligence;
  - b) Perform checks, when deemed necessary, even without prior notice, on the quality of materials used and supplied and on the state of the site;
  - c) Transmit further details of the Project necessary for the regular and orderly progress of Work, during the course of Work;
  - d) Give the necessary instructions in the event that the Contractor discovering omissions, inaccuracies or discrepancies in the drawings or in the description of Work, with reference also to the actual situation, all without prejudice to the provisos of preceding Clauses 61 and 62.2 and without prejudice to the fact that the instructions of the Work Supervisor shall not in any case lead to a presumption of or be understood as an acknowledgement of responsibility on the part of Fiera or of the latter, nor as a waiver of the rights due to Fiera by the Contractor;
  - e) Drawing up accounting for the Work performed, and providing for the issue of the payment certificates on the basis of what has been agreed;
  - f) Drawing up with the Contractor the cross-verification minutes of: (i) Commencement of Work; (ii) suspension and resumption of Work; (iii) completion of Work; (iv) provisional verification of completed Work;
  - g) Drawing up the final report on the progress of Work, including judgement on reservations and proposals for final settlement;
  - h) Attending any testing;
  - i) Signing a certificate of satisfactory execution on completion of the work.
- 65.2. The Contractor acknowledges that the Director of Work shall be available for the entire term of Work itself and any communications addressed to it, in order to be opposable to Fiera, shall have to result from a written deed with an ascertained date. In the performance of the above duties the Supervisor of Work may be assisted by one or more assistants coordinated by him/her with whom the Contractor shall cooperate in good faith for the purpose of the proper fulfilment of the Contractual Relationship.



**SECTION - REAL ESTATE LEASING (FIERA AS LESSEE)**

**66. LETTINGS MADE BY FIERA**

- 66.1. The Contractor undertakes to allow Fiera to enjoy the spaces as identified from time to time in the Contractual Relationship document ("**Leased Premises**") for the entire term agreed upon, guaranteeing, also with reference to the business that Fiera shall perform there, full and peaceful and free use and suitability with respect to the intended use agreed upon with Fiera.
- 66.2. With the delivery of the Leased Premises, for which a report is drawn up, dated and signed by the Parties, the Tenant is made custodian of the same; any reservations at the moment of delivery must be shown on the delivery report. Similarly, the same must be done when returning the Leased Premises at the end of the Contractual Relationship, whatever the cause or reason for termination.
- 66.3. The Lessor, also with reference to the business that Fiera shall perform in the Leased Premises, declares and guarantees:
- (i) That they are available and that they are free from any real and/or enjoyment rights, privileges and restrictions of any other kind in favour of third parties that limits their enjoyment by Fiera;
  - (ii) Fiera is guaranteed harmless from the harassment of third parties (whether they claim to have rights over the Leased Premises or not) which would diminish the use or enjoyment of the Leased Premises;
  - (iii) The Leased Premises comply with the provisos of any Condominium Regulations that may be applicable and with all provisos of law, including, by way of example only, those concerning town planning, accident prevention and the environment; the foregoing also applies to any movable property such as any equipment, furnishings or machinery present and forming part of the Contractual Relationship;
  - (iv) That windows and fixtures, piping and systems of the Leased Premises are in perfect working order and in compliance with Law;
  - (v) That the Leased Premises and related systems are not affected by any defects that diminish the possibility of enjoyment by Fiera; the above shall also be valid for defects that may arise or be discovered subsequent to the completion of the Contractual Relationship, with the consequence that the Contractor shall be obliged to remedy any defects at any time as they arise or are discovered at its own care and expense and without causing prejudice to Fiera, which shall have the right to a fair reduction in the Licence Rent in proportion to limitations of enjoyment suffered as a result of the defects.
  - (vi) That Fiera can perform all technical interventions, changes and improvements that may enable it to make more profitable use of the Leased Premises for the conduct of its business.

**67. LEASE TERM**

- 67.1. Unless the Parties agree otherwise within the limits of the Law, the Contractual Relationship shall have a term of 6 (six) years, in accordance with art. 27 of Law no. 392 of 27 July 1978, with the start and expiry dates stated in the Contractual Relationship.
- 67.2. On the first expiry date, the Parties acknowledge that the Contractual Relationship shall be tacitly renewed for an equal period of 6 (six) years, and so on for six years at a time, unless one of the Parties terminates the contract by notifying the other Party by certified email or registered letter with return receipt sent at least 12 (twelve) months before the relevant expiry date.
- 67.3. The Contractor hereby waives its right to refuse to renew the Contractual Relationship at the expiry of the first six-year period, as provided for and regulated by the combined provisos of art. 28, paragraph 2, and art. 29 of Law no. 392 of 27 July 1978.
- 67.4. The Parties expressly agree, under the penultimate paragraph of art. 27 of the Law no. 392 of 27 July 1978, that Fiera shall have the right to withdraw from the Contractual Relationship at any time and even in the absence of a just cause and/or the serious reasons mentioned in the last paragraph of the aforementioned art. 27, giving notice to the Lessor by means of a communication via certified email or registered letter with return receipt sent at least 1 (one) month before the effective date of the withdrawal.
- 67.5. In the event of withdrawal by Fiera, the Contractor shall be entitled to payment of the Fees up to the effective date of withdrawal, any compensation or remuneration for loss of earnings being excluded.

67.6. In any case in which the Contractual Relationship terminates prematurely on the initiative of the Contractor that is not due to termination for non-fulfilment or cancellation or withdrawal by Fiera, the latter shall have the right to an indemnity for the loss of goodwill equal to 18 months of the last rent paid in all cases in which the business of Fiera in the Leased Premises is open to the public of users or consumers (it being specified that this circumstance also applies in the case in which contact with the public of users or consumers takes place through another company of the Fiera Group that uses the Leased Premises as a sub-tenant).

## **68. RENT**

68.1. In exchange for the use of the Leased Premises, Fiera shall pay the Contractor an annual rent equal to the amount stated by the Parties in the Contractual Relationship document ("**Rent**"), to be paid by bank transfer in four equal quarterly amounts, to be paid in arrear by the fifteenth day of the second month of each quarter.

68.2. Starting from the fourth year of the lease, the Rent shall be updated annually at the rate of 75% of the increase in the consumer price index for white and blue collar families as ascertained by ISTAT for the third year (with respect to the second year). The same shall apply in case of renewal, even tacit, of the Contractual Relationship for all following years.

## **69. SERVICE CHARGES AND OTHER EXPENSES**

69.1. All charges for services relating to the Leased Premises (including, by way of example, electricity and water consumption, heating and air-conditioning expenses) in addition to all charges for minor maintenance at the Leased Premises shall be the responsibility of Fiera ("**Service Charges**"), while the ordinary and extraordinary maintenance of the Leased Premises and all condominium expenses and charges, including, by way of example, the costs relating to cleaning services, concierge, elevator, etc., in addition to the ordinary and extraordinary maintenance and management of the common parts and systems of the building or building itself in which the Leased Premises are located shall be the responsibility of the Contractor. Fiera shall also assume the burden of paying the municipal tax (Ta.Ri.) for the management of the integrated municipal waste service to the relevant body.

69.2. Fiera shall pay Service Charges directly to the service providers and the utilities shall be in the name of Fiera itself and their activation, deactivation and/or any transfer shall be at the expense of Fiera.

69.3. Any amount that Fiera should pay in place of the Contractor to the Condominium, third parties or entities in order not to suffer harm or possible delinquency or joint liability or sanctions against it, shall be reimbursed by the Contractor increased by a penalty equal to the moratorium interest under Law Decree 231/2002 to be calculated from the date on which the Contractor should have fulfilled its obligations directly and the date at which Fiera receives reimbursement.

## **70. MAINTENANCE, IMPROVEMENTS AND ADDITIONS**

70.1. The Contractor undertakes to perform, at its own care and expense, the ordinary and extraordinary maintenance and work that may become necessary, including the case that such necessity is a consequence of changes in the Law or orders issued by the Authorities after completion of the Contractual Relationship, to ensure that the Leased Premises (i) comply with building and town planning regulations, (ii) comply with safety at work regulations, (iii) are free from environmental problems, (iv) are equipped with systems that comply with the law, and in any case (v) comply with the laws in force at the time.

70.2. At the time of completing the Contractual Relationship, the Contractor shall deliver to Fiera a copy of the energy performance certificate and certification of systems compliance together with any other certification and documentation required by the laws in force.

70.3. All minor maintenance costs and ordinary repairs resulting from Fiera's use of the Leased Premises shall be borne entirely by Fiera.

70.4. Any other expense for ordinary or extraordinary maintenance of the Leased Premises (or of the common parts of the building in which the Leased Premises are located) shall be borne by the Contractor, who must perform maintenance activities at its own care and under its own responsibility without delay and without causing harm to Fiera.

70.5. Should ordinary or extraordinary maintenance activities for which the Contractor is responsible, or the failure to carry them out in a timely and exact manner, result in a limitation of Fiera's enjoyment of the Leased Premises, Fiera shall have the right to a fair reduction in the Rent, which shall be calculated in proportion to the number of days of non-use and the extent of the Leased Premises that cannot be used. For the sake of clarity, it should be

noted that all days of partial or total lack of use of the Leased Premises shall be calculated, as an exception to art. 1584 of the Civil Code. The foregoing shall also apply in the case of urgent repairs that the Contractor cannot defer until the end of the Lease Term.

- 70.6. Fiera shall have the right to perform, at its own care and expense and under its own responsibility, at any time during the Contractual Relationship term, all improvements and additions to the Leased Premises and related facilities that it deems appropriate, subject to the prior written consent of the Lessor who shall not unreasonably withhold such consent.
- 70.7. It is understood that, at the end of the Contractual Relationship (due to any cause or reason), Fiera shall return the Leased Premises to the Contractor in the state in which they are without having any obligation to restore them to their original state or to remove improvements or additions. For improvements and additions made, Fiera shall be entitled to receive compensation equal to the value of the expenses incurred for the same, regardless of the useful result at the time of handover. The above applies to both separable and non-separable additions.

## **71. INSURANCE**

- 71.1. The Contractor must take out, or must have, a suitable third party liability insurance policy to cover the rental risk in addition and Direct Damage to damage caused by external events, for example, weather phenomena, damage caused by floods, earthquakes and structural damage, damage due to humidity, frost or infiltration of rainwater, damage related to the lack of maintenance of the building, and damage caused by the malfunction of systems or pipes.
- 71.2. Technical characteristics, including the limits and excesses in the policies pertaining the Contractor shall be specified in the Contractual Relationship.
- 71.3. In any case, policies shall be issued by prime insurance companies and before completion of the Contractual Relationship, the texts of the policies shall at least be shared and documents signed shall be delivered at the latest upon handover of the Leased Premises.

## **72. SUBLETTING OR ASSIGNMENT OF THE CONTRACTUAL RELATIONSHIP**

- 72.1. Fiera shall have the right to sublet the Leased Premises to other companies in the Fiera Group with the consent of the Contractor.
- 72.2. Fiera shall have the right to transfer the Contractual Relationship, in whole or in part, to other companies in the Fiera Group with the consent of the Contractor.
- 72.3. In the hypotheses referred to in the preceding Clauses 72.1 and 72.2, the subletting and assignment shall be opposable to all effects to the Contractor from the date of receipt of the communication with which Fiera shall inform the Contractor to avail itself of the above-mentioned rights, by means of certified email or registered letter with return receipt.
- 72.4. In any case in which the Contractor intends to transfer the Leased Premises to a third party, it must obtain a commitment from the third party purchaser to take over the rental relationship with Fiera under the same terms and conditions provided for in the Contractual Relationship document. In any case, the third party purchaser is obliged to respect the lease of Fiera in accordance with the terms agreed in the Contractual Relationship document with the transferring Contractor and the latter declares, guarantees and undertakes to indemnify and hold Fiera harmless from any and all harm that it may suffer, as a tenant, as a consequence of the transfer of ownership of the Leased Premises to a third party purchaser.

## **73. REGISTRATION FEES**

- 73.1. Expenses relating to registration, stamp duty tax and any other taxes or levies applicable by law to the Contractual Relationship shall be borne by the Parties in equal shares.
- 73.2. With the exception of the case in which the Lessee is the only one legitimated by Law, in any other case the Contractor shall be responsible for administrative duties and for payment of amounts due to the relevant bodies and shall have the right to receive reimbursement from Fiera for the amount appertaining to the latter after demonstrating that it has correctly fulfilled its legal duties.

**SECTION - LEASING AND RENTING MOVABLE PROPERTY (FIERA LESSEE/TENANT)**

**74. LEASING OF CHATELS**

- 74.1. The provisos set out in the preceding "Section - Real Estate Lease (Fiera Lease)" shall apply *mutatis mutandis* if the Contractual Relationship relates exclusively to or includes the leasing by Fiera of a registered or unregistered movable property that is not income producing ("**Leased Furnishings**"), with the following clarifications.
- 74.2. The term and destination of use of the Leased Furnishings shall be agreed upon in the Contractual Relationship in compliance with the eventual limits provided for by Law according to the nature of the Leased Furnishings.
- 74.3. Notwithstanding Clause 67.5, Fiera shall have the right to withdraw in accordance with Clause 26 of the General Conditions and on the terms stated therein, with the exclusion of any indemnity for the Contractor with regard to loss of earnings by way of Rent.
- 74.4. Notwithstanding Clause 73 (Registration Fees), in the case of Leased Furnishings entered in public registers the Contractual Relationship shall duly be entered in the corresponding registers by and at the expense of the Contractor.
- 74.5. Notwithstanding Clause 69 (Service Charges and Other Expenses), additional charges related to Leased Furnishings and the allocation of expenses between the Parties shall be specified in the Contractual Relationship according to the nature of the Leased Furnishings and the intended use thereof.
- 74.6. Notwithstanding the Clause 71.1, each Party shall be required to prove that it has or shall hold a suitable third party liability insurance policy, which shall be fully operative at the date of delivery of the Leased Furnishings and consistent with the risks inherent to the Leased Furnishings and the intended use thereof. If at the date of delivery of the Leased Furnishings, one of the Parties is not provided with the insurance policy agreed upon in the Contractual Relationship document, the same shall be deemed to be ineffective and as never having been signed. The defaulting Party shall be required to pay to the other Party a penalty equal to the amount of two Rent instalments.

**75. RENTING OF PRODUCTIVE CHATELS**

- 75.1. The provisos set out in the previous Section - "*Real Estate Lease (Fiera Leasing)*" shall apply insofar as they are compatible if the Contractual Relationship exclusively concerns or includes rental by the Contractor to Fiera of a movable item that produces income ("**Chattel Rental**"), subject to the clarification that follows.
- 75.2. The management and economic exploitation by Fiera of a leased productive movable item ("**Leased Item**") shall be defined in the Technical Specifications.
- 75.3. Fiera shall be entitled to all the income and benefits arising from the Leased Item from the date of its material delivery to Fiera and until the date of its material return to the Contractor, regardless of whether or not said dates coincide with the initial and/or final terms of the Contractual Relationship.
- 75.4. Fiera assumes a role as exclusive custodian of a Leased Item from the date of its entry into material possession and until the date of its return to the Contractor, as results from the relevant minutes, assuming all consequent responsibility also with reference to the production of the income and benefits arising from the Leased Item.
- 75.5. The delivery and return of a Leased Item shall be recorded in specific minutes dated and signed by the Parties, which shall also indicate the accessories and appurtenances of the Leased Item also subject to delivery/return, the state of preservation and maintenance of the Leased Item, its age and any non-compliance or defects or malfunctions with respect to what was agreed upon or arising from the use and production for which it is intended.
- 75.6. The Contractor has the right to request termination of the Contractual Relationship in accordance with art. 1618 of the Civil Code only in the case of a serious breach by Fiera of its obligations for use and to the observance of the rules of good practice as specifically assumed and specified in the Technical Specifications.
- 75.7. The Contractor has the right to inspect a Leased Item upon request to Fiera for access to the places where a Leased Item is held in custody by Fiera, to be communicated to Fiera with prior notice of at least 2 (two) working days and indicating the Contractor's Staff that shall perform the inspection. The costs and expenses of any inspection shall be borne in full by the Contractor. In any case, inspection of the Leased Item may not be performed in such a manner of time and place or in such a way as to prejudice Fiera and its business.
- 75.8. Notwithstanding art. 1621 of the Civil Code, ordinary and extraordinary repairs shall be shared between the Parties according to what is stated above in Clause 70.

- 75.9. The Parties agree that, by way of exception from art. 1623 of the Civil Code, in any case of change in production management arising from changes in the law or orders of the Authorities, Clause 70.1 shall apply as regards compliance charges and expenses and, for the rest, all maintenance activities shall be regulated by the provisos of previous Clause 70.
- 75.10. Notwithstanding sections 1624 and 1625 of the Civil Code, the subletting and transfer of the Contractual Relationship by Fiera and any hypothesis of alienation by the Contractor of Leased Property shall be regulated by Clause 72.

## SECTION - RENTAL

### **76. RENTAL WITH OR WITHOUT ATTENDANTS AND ANY ADDITIONAL SERVICES**

- 76.1. For the purposes of this Section "**Rented Item**" shall mean: (i) machinery, interchangeable equipment, safety components, lifting gear, chains, ropes and belts, removable mechanical transmission devices, partly completed machinery (under Directive 2006/42/EC as amended and supplemented, in the version in force from time to time; the so-called "**Machinery Directive**"); (ii) machinery used to move artists or other individuals during exhibitions or events; (iii) electrical and electronic products and high-voltage electrical equipment, including those not included in the scope of application of the Machinery Directive; (iv) motor vehicles and trailers, including those not included in the scope of application of the Machinery Directive; (v) any other work equipment, tool or appliance that is used by the Fiera in its own context and in any case functional to its own corporate purpose and to the fair business (by way of example but not limited to, carpeting, electronic devices and sensors, devices for lighting, for the acceptance and registration of participants, equipment for the use and ordinary maintenance of Exhibition Centres, etc.)
- 76.2. In all the hypotheses in which the Contractual Relationship has as its exclusive object or includes the rental to Fiera by the Contractor of a Rented Item, without assuming the responsibility for any organisation of resources and persons and without any interference in the production business and organisation of Fiera, Clauses 52 and 53 apply, in addition to the provisos of the Section "Rental and Lease of Property (Fiera Leasing/Tenant)" in addition to the General Part of the General Conditions subject to the following clarification.
- 76.3. In the event that the Contractor leases the Rented Items without providing any additional services such as laying or installation and without providing Fiera with any Staff to provide instructions for the use or maintenance of the Rented Items, Fiera shall assume full responsibility for the laying, installation, commissioning and use of Rented Items for the entire term of the Contractual Relationship, from its physical delivery to its return.
- 76.4. In the event that a Contractor leases Rented Item, also providing additional Services such as laying or installation and/or makes its own Staff available to Fiera to provide instructions for the use or maintenance of the Rented Items, the provisos relating to the Section "Procurement of Services and/or Work of (movable) Assets" shall also apply to such additional Services.
- 76.5. In any case, any Rented Items that fall within the scope of the Legislative Decree 81/2008 as amended and supplemented, shall be rented to Fiera with full guarantee by the Contractor and any consequent assumption of responsibility that Rented Items comply with specific legislative and regulatory provisos implementing the European product directives or, if a Rented Item does not fall within the scope of application of such provisos, that it complies with the general safety requirements as per Appendix V to Legislative Decree no. 81/2008 as subsequently amended and extended.
- 76.6. At the time of rental, the Contractor certifies, under its own responsibility, that the Rented Items comply with the aforementioned safety requirements set out in the specific legislative and regulatory provisos transposing the European product directives or in Appendix V of Legislative Decree no. 81/2008 as subsequently amended and extended, as applicable.
- 76.7. At the time of leasing Rented Items without an operator, the Contractor certifies, under its own responsibility, that the Rented Items are in good condition, maintenance and efficiency for safety purposes. An integral part of the contractual documentation shall be a declaration by the employer of workers assigned to the use of Rented Items indicating the worker(s) in charge of their use, who must be trained in accordance with the provisos of Law and in possession of specific qualifications where required by Law, for example, in the case of the equipment referred to in Clause 73, paragraph 5 of Legislative Decree n° 81/2008. In this last regard, the Parties acknowledge that amongst the work equipment for which a declaration of an employer is required are (by way of example and not limited to): elevating work platforms (PLE), tower cranes, mobile cranes, truck cranes, self-propelled forklifts with driver on board (telescopic boom, industrial and rotating telescopic), agricultural and forestry tractors, earth moving machines (hydraulic excavators, with cables, front loaders, backhoe loaders, tracked dumpers), and concrete pumps. The parties also acknowledge that they expressly recognise the importance of the legislative framework set out in Legislative Decree n° 81/08 (TU) as it aims to protect the safety of the worker, it regulates the responsibilities of the parties involved in the provision of work equipment, including those who hire or grant the use of work equipment.
- 76.8. Fiera shall be obliged to keep and guard the Assets entrusted to it with ordinary diligence. Fiera shall not be obliged to reimburse the Contractor for any costs relating to the breakage or loss of the Assets if they are not the consequence of gross negligence or fraud on the part of Fiera or if they are caused by third parties. In any case of loss, damage or destruction of an Item, Fiera shall be obliged to pay the Contractor for the repair or repurchase of the same, an amount in any case not greater than twice the amount corresponding to the annual rent agreed for said Item.

- 76.9. If the object rented is an asset subject to compliance certification procedures, the Contractor shall be required to provide Fiera with related documentation, which constitutes an integral part of the Contractual Relationship document and guarantees its compliance to the highest standards in accordance with applicable regulations, including those regarding safety. At Fiera's request, the Contractor shall also be required to provide a certificate issued by a third party, an expert and not in conflict of interest with the Contractor, confirming the aforementioned safety requirements.

**SECTION - REAL ESTATE LEASING (FIERA LESSOR)**

**77. LEASEHOLD BY FIERA**

- 77.1. The present Section shall apply to all Contractual Relationships which - regardless of the name or the legal qualification attributed by the Parties - have as their exclusive object or which include, amongst other rights and obligations, the enjoyment by the Contractor of assets or portions of real estate of which Fiera is (in turn) the tenant, has ownership or other real rights or of enjoyment that permit the concession of a lease or holding or in any case possession. In the event that Fiera grants the use of space in relation to a Contractual Relationship the Contract shall regulate the term and reimbursement of expenses and the corresponding contractual agreements shall prevail over Clause 78 "Term" and Clause 80 "Rental Fees", in addition to Clause 81 "Service Charges" of these General Conditions. The term for the supply of space shall never exceed the term of the Contractual Relationship. For the remainder, and without prejudice to any other contractual agreements, the following Clauses 77.2, 77.3, 78.2, 79, 80.1, 80.3, 81, 82, 83.1, 83.2, 83.3, 84, 85, 86, 87, 89, 90 and 92 shall apply, within the limits of compatibility.
- 77.2. Without prejudice to what is agreed in Clause 23 of the General Conditions, Fiera leases - or sub-leases by reference to space held by Fiera, in turn, as lessee - to the Contractor, who accepts, the space and/or premises as individually identified in the Contractual Relationship ("**Premises**").
- 77.3. With the handover of the Premises, for which a report has been drawn up, dated and signed by the Parties, the Tenant shall be nominated as custodian of the same and shall assume full and exclusive responsibility, also of an objective nature, with respect to events caused by third parties or not attributable to it; any reservations at the time of the handover must appear in the handover report. The same shall apply when returning the Premises at the end of the Contractual Relationship, whatever the cause or reason for termination.
- 77.4. For the purposes of the provisos of sects. 34 and 35, of the Law no. 392 dated 27 July 1978, the Tenant declares - and Fiera acknowledges and accepts - that the Premises shall be used for activities which do not involve direct contact with the clients of the Contractor or the public of users and consumers. Any exception in this regard must be authorised in advance and specifically by Fiera, it being agreed from now on that in the case of non-fulfilment by the Contractor, Fiera shall have the right to terminate the Contractual Relationship without delay by means of simple written communication in accordance with and to the effects of art. 1456 of the Civil Code, without prejudice in any case to the right to compensation for damages.

**78. TERM**

- 78.1. Unless otherwise stated in the Contractual Relationship the lease is for a term of 6 (six) years, under art. 27 of Law no. 392 of 27 July 1978, commencing and expiring on the dates stated in the Contractual Relationship document, and the Contractual Relationship shall be tacitly renewed for an equal period of six (6) years, and so on for six years at a time, unless terminated by either Party by registered letter with return receipt sent at least 12 (twelve) months prior to the respective expiration date.
- 78.2. However, the term may be agreed between the Parties - and stated in the Contractual Relationship - as a different term related and according to the scope and term of a further and different "main" Contractual Relationship to which a lease relationship is functionally and inseparably linked. In such cases, the tenancy shall cease to have effect if the aforementioned main relationship ceases to have effect, for any reason or cause, including any default attributable to Fiera.

**79. REPRESENTATIONS AND WARRANTIES BY THE CONTRACTOR**

- 79.1. The Contractor, with reference to the business that it shall pursue on the Premises also, declares and guarantees:
- (i) That it is aware of the title that entitles Fiera to let or sublet and of the relevant limits that it undertakes to respect precisely;
  - (ii) To enjoy the tenancy in full compliance with the Law and Condominium Regulations where existing;
  - (iii) To use and lease any movable property such as equipment, furnishings or machinery present and forming part of the Contractual Relationship under the same terms and conditions provided for in the Contractual Relationship itself;



- (iv) To promptly inform Fiera in writing of any third party harassment or third party claims of which it becomes aware during the course of the Contractual Relationship.

- 79.2. The Contractor declares and guarantees that it shall use the Premises in full compliance with their intended use and without causing interference or prejudice to the business of Fiera or causing harassment or inconvenience to third parties and without causing harm to the rights (including real and/or enjoyment rights) of Fiera and/or third parties.
- 79.3. The Contractor hereby declares that the Premises and the facilities thereupon are in a good state of repair, under art. 1575 of the Civil Code, and suitable for the use to which they are put. The Tenant accepts the Premises and the facilities they contain in the state in which they are found.
- 79.4. The Contractor shall obtain, at its own expense, all authorizations required in relation to the business performed inside the Premises or in the spaces appertaining thereto. If this entails the execution of works or the affixing of signs or placards, or if the relevant Authorities order the execution of any work or adaptation as a consequence of the business pursued by the Contractor inside the Premises or in the space appertaining thereto, the Contractor must perform such work or adaptation at its own expense, and in all cases subject to authorisation by Fiera. It is agreed that an authorisation of Fiera shall not constitute or be construed as a limitation or exemption of liability for the Contractor, which shall be and remain solely responsible for the conduct of its business in the Premises and their appurtenances and the consequent impact of the same on the Premises and their appurtenances.

## 80. RENT

- 80.1. The Contractor undertakes to pay Fiera an annual rent equal to the amount stated by the Parties in the Contractual Relationship document ("**Rent**"), to be paid by bank transfer in four equal quarterly instalments in advance, to be paid by the fifth day of the first month of each quarter.
- 80.2. Starting from the second year of the lease, rent shall be updated annually to the maximum extent permitted by law (currently 75%) of the increase in the consumer price index for white and blue collar families as ascertained by ISTAT. The same shall apply in case of renewal, even tacit, of the Contractual Relationship for all following years.
- 80.3. In no event shall the Contractor be entitled to claim any reduction in the Rent. In particular, if during the course of the lease it is declared that all or part of the Premises are uninhabitable or unfit for contractual use for reasons not attributable to Fiera's gross negligence or wilful misconduct, the Contractor shall not be entitled to claim any reduction in Rent and, if this leads to termination of the Contractual Relationship, it shall only be entitled to demand the restitution of that part of the Rent advanced in proportion to the loss of use, with the exclusion of compensation for further damages, and this also as an exception to the provisos of art. 1578 of the Civil Code.

## 81. SERVICE CHARGES

- 81.1. All charges for services relating to the Premises (including, by way of example, cleaning services, security or concierge services, the supply of electricity, water, heating and air conditioning, the operation and routine maintenance of the lift) and, for the portion pertaining to the Tenant, all charges for the supply of common services and for the operation and routine maintenance of the common parts and installations of the building in which the Premises are located ("**Service Charges**") shall be borne by the Contractor.
- 81.2. The Contractor shall reimburse Fiera all Service Charges to the extent stated in the Contractual Relationship on a presumptive basis and subject to adjustment to occur at the time of the final statement of account for the first year of the relationship. For rental years subsequent to the first, Fiera shall recalculate the presumed amount for Service Charges on the basis of the final balance of the previous management and on the basis of any other element relevant to the Contractual Relationship.
- 81.3. The Contractor shall pay Service Charges to Fiera in four quarterly instalments in advance, together with the Rent, subject to annual adjustment in the terms stated above.
- 81.4. In no event shall the Contractor refuse or delay payment of the Service Charges, even if the relevant services have not been provided or have been provided in part. In this connection, the Contractor undertakes to accept the services relating to the Premises and the building of which they form part as they are provided. The Contractor shall not be exempt from payment of Service Charges even if it renounces all or part of the relevant services, with the exception of those exclusively appertaining, and in any case on condition that the lack of such services is not detrimental to the Premises and to their good state of maintenance and preservation (by way of example, the electricity, water and heating utilities shall remain active, since they are necessary and functional for the

sound and prudent management of the Premises and to allow for repairs or to avoid damage to the pipes and installations).

- 81.5. The Contractor shall also assume the burden of paying the municipal tax (Ta.Ri.) for the management of the integrated municipal waste service to the relevant body.

## **82. PAYMENTS**

- 82.1. The Contractor shall not for any reason omit or delay the payment of any amount due under the Contractual Relationship (including by way of plea of default).
- 82.2. In the event of delayed payment of any amount due in accordance with the Contractual Relationship with respect to the due date foreseen therein, the Contractor, without any need for Fiera to give notice of default, shall be obliged to pay Fiera default interest to be calculated on the basis of Legislative Decree 231/2002 as subsequently amended and extended, in addition to the reimbursement of all consequential expenses incurred due to late and/or non-payment.
- 82.3. The Contractor shall make all payments under this contract by means of a permanent direct debit authorization from its bank account (RID).

## **83. MAINTENANCE, REPAIRS AND NEW WORK**

- 83.1. The Contractor shall perform, at its own care and expense, all minor and routine maintenance work and routine repairs that the Premises or its installations may require, in addition to all extraordinary maintenance or repair work that is the consequence of enjoyment and use of the Premises and installations by the Contractor or attributable to the Contractor ("**Maintenance Work**").
- 83.2. The Contractor shall assume all responsibility for the work being performed in a professional manner and in compliance with regulations in force (including obtaining the prescribed authorisations and certification) in relation to the Maintenance Work, holding Fiera harmless from all consequences.
- 83.3. The Contractor shall allow Fiera access to the Premises and to the areas appertaining thereto, and to allow its employees and appointees (including any contractors that may be appointed by Fiera), to check the state of maintenance and conservation and/or to perform repairs and/or new works (including the installation of special and general systems) that it deems appropriate, without Fiera having to pay any compensation or remuneration to the Contractor, even by way of exception to the provisos of art. 1584 of the Civil Code.
- 83.4. In the event that the Contractor does not promptly perform the Maintenance Work, Fiera may replace the Contractor, without the need for any warning. To that end:
- a) Fiera may enter the Premises, and have its employees and appointees (including appointed contractors) enter the Premises, to have the Maintenance Work performed;
  - b) The Contractor shall be obliged to reimburse Fiera, within 15 (fifteen) days of a request, for the costs thus sustained by Fiera and shall not be able to plead any exceptions or action until after having paid the amount due to Fiera;
  - c) The Tenant hereby waives the benefit of the provisos of art. 1584 of the Civil Code.

## **84. IMPROVEMENTS AND ADDITIONS**

- 84.1. The Contractor undertakes not to make any alterations, improvements or additions to the Premises and their installations without the prior written consent of Fiera.
- 84.2. In the event that Fiera authorises changes, improvements or additions to the Premises and the relevant installations, the Tenant shall provide Fiera without delay, at its own care and expense, with a copy of the plans and an updated plan where necessary.
- 84.3. If public permits or similar permits are required for any alterations, improvements or additions which Contractor makes to the Premises, such permits shall be obtained at the expense of Contractor, who shall indemnify and hold harmless Fiera from any and all consequences thereof.
- 84.4. The Contractor shall be obliged to make all necessary or appropriate communications, including communications to the Local Authorities and the Land Registry, where required.

84.5. At the end of the lease, (including any concession for the use of space), howsoever it may arise, the improvements and additions made by the Contractor shall remain to the benefit of Fiera, without the Contractor having the right to any compensation or indemnity, even if these improvements and additions have been authorised by Fiera, and this is by way of exception to the provisos of sections 1592 and 1593 of the Civil Code, without prejudice to the right of Fiera to demand the return of the Premises and installations to their original state, at the expense of the Contractor. In no event shall the Contractor be entitled to offset any deterioration that has occurred against the value of any improvements.

#### **85. SUBLETTING OF PREMISES**

85.1. The Contractor may not sublet all or part of the Premises without the prior written consent of Fiera.

85.2. It is understood that, even in the case where subletting is authorised by Fiera, in addition to in the hypothesis under art. 36 of Law no. 392 of 27 July 1978, the Contractor shall remain jointly and severally bound with the third party taking over for all obligations arising from the Contractual Relationship.

#### **86. PROHIBITIONS**

86.1. Without the prior written consent of Fiera, the Contractor is prohibited from:

- a) Placing fittings fixtures, awnings, display plates, signs or lettering;
- b) Obstructing, even only temporarily, stairs, landings, courtyards, doorways, porches, terraces and in general areas of common use;
- c) Parking bicycles, motorcycles, motor vehicles or vehicles in general outside of the spaces allocated for this purpose and granted for the use of the Contractor;
- d) Placing safes or other excessively heavy items;
- e) Installing or operating machinery and performing work, even by hand, which may cause nuisance to third parties, including other users of the Exhibition Districts/Other Location or tenants of the building of which the Premises form part;
- f) Installing air conditioners, water heaters and gas appliances;
- g) Displaying flower pots or other objects in windows, landings or areas of common use, and hanging clothes or other items; and
- h) Installing radio or TV aerials or video surveillance equipment on the roof, terraces or otherwise outside the Premises.

#### **87. SURVEILLANCE OR MONITORING SYSTEMS**

87.1. The Contractor acknowledges and recognises that it is aware that the areas appertaining to the Premises (including any parking areas) and the Premises are not subject to custody or supervision of any person in charge of such surveillance or supervision. Fiera does not assume any responsibility or liability in this respect.

87.2. Any (video) surveillance devices or systems which may be present in the Premises and/or in the building of which they form part shall be stated in the Contractual Relationship and all costs relating thereto shall be borne by the Contractor for the term of the Contractual Relationship.

87.3. It is strictly forbidden for the Contractor to cancel or deactivate any device, equipment or surveillance or monitoring system in existence at the time of entering into the Contractual Relationship.

#### **88. INSURANCE**

88.1. As a partial exception to Article 29.1 (*Insurance*) of the General Terms and Conditions, the Contractor is obligated to enter into or to prove that it holds a suitable insurance policy that includes the Rent and Third Party Liability coverage. It should be noted that the request to keep current a Third Party Liability policy continues to be valid, as per Article 29.1 (*Insurance*) of the General Terms and Conditions.

88.2. The amount of insurance cover shall be indexed annually automatically or in any event as components defining the rebuilding costs for the Premises change.

- 88.3. In the case of a claim which is not fully covered by the policy in question due to deductibles, limits, exclusions or ceilings, the Contractor shall be obliged to compensate a person entitled for the part of the damage which has not been settled by the insurance company.
- 88.4. The Contractor must provide proof at any time of the effectiveness of the policies mentioned in the previous clauses and of the payment of the relevant premiums.
- 88.5. Technical characteristics, including the limits and deductibles of the policies appertaining to the Contractor shall be specified in the Contractual Relationship.
- 88.6. In any case, policies must be issued by leading insurance companies and prior to the completion of the Contractual Relationship, the wording of the policies must at least be agreed upon, and the documents signed by the Contractor with the insurance companies must be delivered to Fiera at the latest at the same time as the delivery of the Premises.
- 88.7. In the event of non-delivery, the Contractual Relationship shall be considered void of any effect and as never having been signed and the Contractor shall be obliged to pay Fiera, without delay and as a penalty, an amount corresponding to the first quarter of the rent.

## **89. LIABILITY**

- 89.1. Fiera shall not be responsible, except in the case of malice and gross negligence, for any damage, however caused, to the Contractor, in addition to the Staff, furniture, equipment and systems that are inside the Premises or in the common parts of the building.
- 89.2. Fiera shall not be liable for damage that may be caused to the Contractor by third parties, including negligent or malicious actions, in relation to the Premises, including, by way of example, theft committed or attempted, with or without burglary, in addition to damage caused by partial or total stoppage of the Contractor's activity, except for damage that is directly attributable to Fiera by way of malice or gross negligence.
- 89.3. Fiera shall not be liable for damage of any kind that may be caused to vehicles belonging to the Contractor and its Staff or even third parties parked or in transit in the parking areas, covered or uncovered, and/or in the areas pertaining to the building in which the Premises are located, except for damage that is directly attributable to Fiera as a result of wilful misconduct or gross negligence.

## **90. TERMINATION AND PAYMENT OF DAMAGES**

- 90.1. Without prejudice to any other remedy provided by law or in the General Section of the General Conditions (within the limits of applicability in compliance with mandatory rules applicable to the matter of tenancy), Fiera may declare the Contractual Relationship terminated under and for the purposes of art. 1456 of the Civil Code, without the need for any warning or formal notice, by means of a simple written communication to be sent by certified email or registered letter with return receipt and with effect from the date of receipt by the Contractor of the communication (without prejudice to Fiera's right to indicate a different date), in the following cases:
- (i) Breach by the Contractor of the provisos of Clause 77.4 of this Section and therefore in the case of use of the Premises including public access by users and consumers;
  - (ii) Violation by the Contractor of the provisos of Clause 79.2 of this Section, for violation of the intended use or causing interference or prejudice to the business of Fiera or causing prejudice to the rights of Fiera;
  - (iii) Violation by the Contractor of the provisos of Clause 79.4 and in particular if the Contractor pursues a business on the Premises without having obtained the necessary authorisations for such activities;
  - (iv) Violation by the Contractor of the provisos of Clause 83 (*Maintenance, Repairs and Innovations*) and in particular if the Contractor omits to perform the necessary maintenance work or fails to reimburse Fiera in a timely manner;
  - (v) Violation by the Contractor of the provisos of Clause 85.1 (*Subletting of Premises*).
  - (vi) Violation by the Contractor of the provisos of Clause 86.1 (*Prohibitions*).
- 90.2. In any case of exercise of this express termination clause, Fiera shall be entitled to compensation for damages if the relevant conditions are met.
- 90.3. In order to obtain compensation for damages suffered as a result of any breach by the Contractor, Fiera shall have the right to enforce the Guarantee.

**91. VISITS TO THE PREMISES**

- 91.1. For the entire term of the Contractual Relationship, the Contractor must allow Fiera its agents and third parties, customers of Fiera or potential new tenants or purchasers of the Premises, access to the Premises.
- 91.2. Fiera shall require this by written reasonable notice except in case of emergency.
- 91.3. Visits shall be made at times compatible with the businesses of the Contractor and Fiera and, where appropriate, the needs of third party visitors.

**92. COSTS AND EXPENSES**

- 92.1. Costs and expenses relevant to the Contractual Relationship, including any taxes, stamps and duties, including registration due in accordance with the law, shall be borne by the Contractor, except for the combined provisos of sections 8 and 41 of Law no. 392 of 27 July 1978.

**93. DOMICILE**

- 93.1. For all purposes, including jurisdiction, communications and the service of judicial documents, the Contractor shall elect domicile at the Premises, even if it subsequently no longer occupies it, and at the certified email address which the Contractor indicates in the Contractual Relationship.
- 93.2. The Contractor shall assume the obligation to communicate to Fiera by certified email any changes in the certified email address itself and with adequate notice with respect to the completion of the change.

**SECTION - LOAN**

**94. LOAN FOR USE BY FIERA**

- 94.1. In any hypothesis in which Fiera takes delivery of movable or immovable property from the Contractor, free of charge, in order to use it for a given time and/or a determined use, with an obligation to return it, the term and use must be expressly agreed upon in the contractual documentation.
- 94.2. In addition to the General Part of these General Conditions, the rules for the loan as per art. 1803 of the Civil Code shall apply with the following clarifications and exceptions.
- 94.3. The Contractor hereby declares and guarantees that it has the right to constitute for Fiera a full personal right of use of the item granted on loan and that it shall not demand its restitution before the conditions of restitution agreed upon in the Contractual Relationship have been met, even in the event of an urgent and unforeseen need.
- 94.4. The Parties mutually acknowledge that the Contractual Relationship is characterised as *intuitu personae*, without prejudice to Fiera's right to grant the item on sub-contract to another company of the Fiera Group, with the consent of the Contractor being given henceforth.
- 94.5. The Contractual Relationship shall be considered completed with the handover of the item according to the method that shall be agreed by the Parties, provided that it shall enable Fiera to obtain possession of the item and to use it for the defined purpose. The item must be delivered with all the necessary accessories and documents for use and must be fit for purpose and free from defects.
- 94.6. The item is granted on loan to Fiera with a right to draw all the inherent benefits and utilities.
- 94.7. The Parties mutually acknowledge that the item on loan has not been appraised at the time of the conclusion of the Contractual Relationship, and therefore Fiera shall not be responsible for loss due to causes not attributable to it.
- 94.8. Fiera shall not be responsible for any damage to the object on loan that is caused by the agreed use.
- 94.9. Art. 1805, paragraph 1, of the Civil Code shall only apply in a situation that is effectively suitable for allowing Fiera to replace the commodity with its own and is not applicable if Fiera is not the owner of an item to replace the commodity.
- 94.10. In any case, the Contractor is responsible for all damages that Fiera may suffer due to defects in the thing on loan that were known to the Contractor.
- 94.11. Ordinary and extraordinary expenses incurred by Fiera for the conservation of the item shall be borne by the Contractor and must therefore be advanced or reimbursed.

**95. USE FOR THE BENEFIT OF THE CONTRACTOR**

- 95.1. In any hypothesis in which Fiera hands over to the Contractor, free of charge, an asset (movable or immovable) to use for a given time and/or a determined use, with the obligation to return it, the term and use in addition to the possibility or not of arising certain fruits or utilities shall be expressly agreed upon in the contractual documentation.
- 95.2. In addition to the General Part of these General Conditions, the rules for the loan as per art. 1803 of the Civil Code shall apply with the following clarifications and exceptions.
- 95.3. The Contractor shall not sub-let the item under any circumstances.
- 95.4. The Contractor must return the item on loan at the simple written request of Fiera at any time and with a notice period of 2 (two) days, without prejudice to the right to immediate restitution in case of urgency.
- 95.5. The Parties mutually acknowledge that the item let has been valued at the time the Contractual Relationship was made, therefore the Contractor shall be responsible for any loss, even if due to causes not attributable to it.
- 95.6. The Contractor shall not be entitled to any reimbursement for either ordinary or extraordinary expenses sustained for safekeeping the item, which shall be and remain its sole responsibility.

## **SECTION - CONSULTING**

### **96. RULES GOVERNING THE PROVISION OF PROFESSIONAL OR INTELLECTUAL SERVICES**

- 96.1. This section applies to all Contractual Relationships in which the Contractor is a private individual who, for consideration, undertakes to provide services to Fiera that consist of professional activities such as, for example, consultancy and assistance and/or the performance of work and/or the execution of services of a prevalently intellectual nature, outside of a company organisation and/or in the form of a business ("**Intellectual Work**").
- 96.2. The Parties mutually acknowledge that in any case the Contractual Relationship and the Intellectual Work do not generate, and shall be performed without, any obligation of subordination of the Contractor towards Fiera.
- 96.3. For all matters not provided for in this Section and in the General Part of the General Conditions, the regulations set out in articles 2222 and following of the Civil Code shall apply in a supplementary manner, with the following clarifications and exceptions.
- 96.4. In the event that intellectual service by the Contractor requires, by law, registration in a register or list, the Contractor declares and guarantees to (i) To be duly enrolled in the relevant professional association or list and to remain therein for the entire term of the Contractual Relationship; (ii) To possess all the prerequisites for valid enrolment and remaining in the relevant professional association or list for the entire term of the Contractual Relationship; (iii) Never to have been subject to disciplinary sanctions by the relevant professional associations or orders or by any other Authority (iv) To have strictly observed and comply throughout the term of the Contractual Relationship with the regulations and/or codes of ethics and/or in any case the rules of ethics applicable to its profession; and (v) To have precisely complied with the provisos of special laws applicable to the profession, if any.
- 96.5. Unless otherwise expressly agreed in the Contractual Relationship, the Contractor shall perform the Intellectual Work using exclusively its own work tools and materials, such as, by way of example, hardware and software supports, materials and documents for updating and consultation, stationery, etc. ("**Working Equipment**"). The Contractor represents and warrants that it is fully entitled to use Working Equipment and that the same are in full compliance with applicable law.
- 96.6. The Contractor declares and guarantees that it possesses all the professional qualifications and all the requirements provided for by law and that it has acquired a high level of competence and experience with regard to the Intellectual Work that it undertakes to perform in a professional manner and in compliance with the highest standards applicable to the specific reference sector and with skill and diligence commensurate with the complexity of the Intellectual Work that is the subject of the Contractual Relationship.
- 96.7. The Contractor also declares and warrants that it has been fully informed by Fiera, to the extent appertaining to the latter, of the nature and complexity of the Intellectual Work and the performance and results expected by Fiera, acknowledging that Fiera is relying on the expectations that the Contractor has provided during negotiations for the purpose of the exact performance of the Intellectual Work.
- 96.8. The term of the Contractual Relationship, the content of the Intellectual Work to be performed and the methods of exercise and delivery to Fiera are stated in the Technical Specifications, it being agreed in any case that the Contractor is and remains free to organise, in the manner it deems most appropriate, its own operative business with freedom to define the times, methods, and places of execution, without prejudice to the obligation to exactly fulfil the Contractual Relationship with maximum punctuality and ensuring efficient coordination with Fiera at all times. The Contractor shall make every effort to coordinate its Intellectual Work with any other activities by Fiera or third parties (such as, by way of example, other consultants or exhibitors or suppliers) that are operationally connected and/or functionally linked to the Intellectual Work, in order to pursue with maximum efficiency an overall result that is useful to Fiera. In this case, the adjustment rules set out in Clause 54 (*Supply chain relations*) shall apply *mutatis mutandis*.
- 96.9. The expenses necessary for the performance of the Intellectual Work shall be and remain the responsibility of the Contractor and shall be included in the Consideration agreed upon in the Contractual Relationship, excluding the right to advance payments or expenses, unless otherwise expressly agreed by the Parties.

### **97. INTUITU PERSONAE AND POTENTIAL ASSISTANTS**

- 97.1. The Contractual Relationship is of an *intuitu personae* nature, and therefore any concept of sub-contracting and/or transfer, in whole or in part, of the Contractual Relationship and/or of inherent and consequent rights by the Contractor is strictly excluded, since it is expressly agreed that only Fiera has the right to transfer the

Contractual Relationship to other companies of the Fiera Group, and the Contractor has already given its consent in this regard.

- 97.2. The Contractor must personally perform the Intellectual Work, any form of substitution in whole or in part is excluded. It may, however, use assistants under its own direction and responsibility, provided that the cooperation is expressly authorised by Fiera in the Contractual Relationship. In this case, the Assistant shall be considered as an Agent and the relevant rules shall apply *mutatis mutandis*.

## **98. HANDOVER OF INTELLECTUAL PROPERTY AND DEFECTS OR NON-COMPLIANCE**

- 98.1. In no case may there be tacit delivery of the Intellectual Work to Fiera, and therefore, in whatever operational manner the form of delivery is agreed by the Parties and/or executed according to the nature of the Intellectual Work, in order to be effective and opposable to Fiera it must in any case be accompanied by a written communication from the Contractor to Fiera to be sent by certified email or registered letter with return receipt, also for the purpose of proving the certain date of delivery ("**Delivery Notice**").
- 98.2. A period of 15 (fifteen) working days shall commence only from the date of receipt by Fiera of a Delivery Notice, under which Fiera shall have an obligation to report any incorrect fulfilments, flaws or discrepancies that are easily recognisable by Fiera itself in the Intellectual Work provided.
- 98.3. Any other incorrect fulfilment, defect or non-compliance that is not easily recognisable by Fiera at the time of delivery and the relevant Delivery Notice shall be denounced by Fiera within 15 (fifteen) working days from the date of discovery by Fiera of any incorrect fulfilment, defect or non-compliance that is not easily recognisable. For these purposes, the Parties agree for the sake of clarity that the "date of discovery" shall mean the point in time when Fiera acquires objective and final certainty about the defect or non-compliance or defective performance and its extent (whether occasional or serial).
- 98.4. The statute of limitations applicable by law remains unaffected.
- 98.5. The provisos of this Clause shall also apply in the event that the execution of the Intellectual Work is agreed to be divided into several phases or parts or milestones in the project, in which case the Delivery Notice shall be sent by the Contractor to Fiera for each interim delivery or delivery in progress or project. Under no circumstances shall payment of Consideration that corresponds to or follows interim deliveries of individual phases or during the course of work or a project be considered as tacit acceptance of the Intellectual Work, since in any case it must be interpreted as advances paid subject to repayment since it is subordinate to the exact fulfilment of the overall Intellectual Work.

## **99. INTELLECTUAL DESIGN WORK**

- 99.1. In any case in which the Contractor is required to perform Intellectual Work which is in the nature of a project, whether it be of its own devising or is solely responsible for its execution or implementation ("**Project**"), the Contractor shall to all intents and purposes be considered the leader of the Project or Project Manager assuming all consequent responsibility also for the co-ordination and supervision of the project in every phase.
- 99.2. In this circumstance, the performance of a Contractor shall in all cases be considered as an obligation of result.
- 99.3. When a Project is supplied by Fiera and is flawed and a defect or flaw or inexact fulfilment of Intellectual Work derives from a design flaw, the Contractor shall be exempt from responsibility towards Fiera if the design flaw was not known to the Contractor or recognisable by the same with the use of the maximum professional skill and diligence; if, on the other hand, the design flaw was known to the Contractor or recognisable by the Contractor using any resources required by the utmost professional skill and diligence, the Contractor shall have an obligation to inform Fiera in advance and in a timely manner and to propose the necessary or appropriate variations and is exempt from responsibility towards Fiera only if it has informed Fiera in writing and the latter has nevertheless confirmed in writing its intention to execute the Project without the variations suggested by the Contractor.

## **100. INSURANCE**

- 100.1 The Contractor undertakes to enter into and to submit to Fiera, at the time of signature of the Contract, a copy of a professional liability insurance policy that covers damages caused to third parties as a result of errors or omissions in the provision of professional services that are the subject matter of the assignment. The liability threshold for the aforesaid policy shall not be less than Euro 2,000,000.00 (two million/00). For the purposes of this insurance coverage, Fondazione Fiera Milano, Fiera Milano S.p.A.,



its subsidiaries, related and affiliated companies and their assignees shall be deemed third parties for all purposes.

- (ii) The Contractor states and guarantees that any third parties expressly authorised by Fiera to carry out part of the Assignment will be provided with adequate, valid and effective insurance coverage for the entire duration of the Assignment and in accordance with the provisions of the preceding paragraph.
- (ii) The insurance shall not limit the liability of the Contractor in any way and the Contractor shall be liable if the damage incurred exceeds the amounts paid by the Insurance Company.
- (iii) The authorisation by Fiera to entrust part of the assignment to a third party automatically gives rise to all burden and liability on the part of the Contractor for the execution of the assignment and compliance with the Contract and the General Terms and Conditions. In all cases, the Contractor shall be obligated to ensure that the Contract is aligned with the third party Consultant in terms of insurance and benefits governing the Contract and the Assignment.

#### **101. TERMINATION OF THE CONTRACTUAL RELATIONSHIP AND LIABILITY**

- 101.1. The Contractor shall be liable for non-performance of the Intellectual Work even in the event of slight negligence on the basis of the high degree of skill and diligence assured by the Contractor.
- 101.2. As a partial exception to sections 2227 or 2237 of the Civil Code, depending on the case, Fiera's right of withdrawal is governed by Clause 26 of the General Conditions.
- 101.3. By way of exception from article 2228 of the Civil Code, cases of impossibility arising shall be governed by Clause 25 of the General Conditions.

#### **102. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS.**

- 102.1. Unless otherwise stated in the Contractual Relationship, Fiera is and shall be the sole and exclusive owner of the Results of the Intellectual Work (including all related intellectual and industrial property rights where existing, but including only moral copyright and rights that are not available to the Contractor).
- 102.2. The Contractor represents and warrants that all intellectual or industrial property rights used in the performance of the Intellectual Work do not infringe any provision of Law (including the Industrial Property Code and copyright law) and that it is fully entitled to use the same with respect to the Contractual Relationship.
- 102.3. All the declarations and guarantees referred to in this Clause are understood to be issued and renewed in addition to the date of completion of the Contractual Relationship for its entire term and they must be true and correct in every aspect and respected so that Fiera can enjoy all the benefits arising from the Intellectual Work and the Results.

**SECTION - FIXED LOCATION DINING SERVICES AND ANY SERVICES IN TEMPORARY AREAS AND/OR CATERING**

**103. GENERAL REGULATIONS FOR CATERING SERVICES**

- 103.1. Fiera entrusts the Contractor with the performance of catering services also as specified in the Technical Specifications ("**Catering Service**") to be performed in the area identified on the plan attached to the Contractual Relationship ("**Service Area**") in addition to, if necessary, in other areas to be defined from time to time according to the needs of Fiera ("**Temporary Service Area**"), upon due notice in writing from Fiera.
- 103.2. The Catering Service must be performed by the Contractor by means of the provision of food and beverages in accordance with the Technical Specifications and includes the performance of all activities relating to the setting up of a Service Area and, where appropriate, a Temporary Service Area, the purchase, transport, storage, conservation, preparation, cooking, packaging and provision to end users of food, beverages and, in general, all products to be served to the public ("**Products**").
- 103.3. During the execution of the Catering Service, the Contractor undertakes to comply with the written and verbal directives that shall be given by Fiera, also in order to improve its management in compliance with the style of the premises.
- 103.4. The Temporary Service Area is a space additional to the Service Area where, during the term of the Contractual Relationship, Fiera may grant to the Contractor extra Catering Services to which all the provisos of the Contractual Relationship shall apply.
- 103.5. The Parties shall mutually agree on the design layout and finishes of the Temporary Service Areas and, in such case, the Contractor's obligations with respect to the Temporary Service Areas shall also be those set out in the Clause *Service Area Charges to be borne by the Contractor*.
- 103.6. The Contractor shall be prohibited from providing the Catering Service outside the Service Area and the Temporary Service Area, except for the possibility of Catering Services as governed below at Clause 104.
- 103.7. In the event of allocation of a Temporary Service Area to the Contractor, the Contractor - in addition to all the other obligations provided for in the Contractual Relationship - shall be obliged to perform all the activities required of the Contractor for the Service Area, where applicable by analogy (by way of example, the Clause relating to Refurbishment Work as governed below shall not apply, unless otherwise provided for in the Contractual Relationship or in the Technical Specifications).

**104. CATERING SERVICES AWARDED**

- 104.1. During exhibitions, events and congresses, Fiera reserves the right to entrust the Contractor with Catering Services to be performed in the relevant Catering Areas as defined below in the Section - "Catering Services".
- 104.2. The Contractor undertakes henceforth to perform Catering Services that may be requested by Fiera, declaring itself to be in a condition and capable of fulfilling them, assuming henceforth every burden, including organisational ones, at its own expense, even in terms of risk.
- 104.3. It is understood between the Parties that awards of Catering Service to the Contractor may be communicated by Fiera from time to time, even only by means of an Order accompanied by e-mail communications, in which, *inter alia*, the location, date and terms relevant to the event shall be specified, in addition to the compensation for the execution of the Catering Service according to the criteria specified in the Clause *Consideration and Payment Terms*.
- 104.4. A Catering Service award shall be at the total discretion of Fiera and, therefore, Fiera shall not be in any way bound to entrust the Contractor with said service, in whole or in part.
- 104.5. If, during the course of the Contractual Relationship, Fiera requests from the Contractor the provision of Catering Services, the obligations expressly foreseen in relation to the Catering Service referred to in the relevant Section - "Catering Services" shall also apply.

**105. PUBLIC PRICES AND SERVICE METHODS FOR THE CATERING SERVICE**

- 105.1. With regard to the Catering Service, the Contractor undertakes to (i) Apply to clients the Price List attached to the Contractual Relationship, and to agree with Fiera the prices of all items and services not included in the Price

- List; (ii) Display all prices clearly and prominently for clients at each individual location where Catering Services are rendered.
- 105.2. The Catering Service must be performed in the manner, terms and conditions defined in the Contractual Relationship and in applicable regulations, avoiding any hindrance or disturbance to the normal running of the structures of the Fiera, with particular regard to the indications and limitations regarding logistics (vehicle flows, parking areas, road conditions, etc.).
- 105.3. The Parties acknowledge that they have agreed on catering formulas and levels of customer service and that the result of these agreements is represented in detail in the Technical Specifications to which is attached the Price List to be applied to the public, which shall be updated according to needs (by Fiera). These prices may also be updated by Fiera at its sole discretion several times during each year and such updates shall be communicated promptly and in writing by Fiera to the Contractor.
- 105.4. For the purposes of the Catering Service, the Contractor declares and guarantees that
- (i) It shall be performed by the Contractor exclusively with the organisation of its own resources and Staff, unless otherwise authorised in writing by Fiera;
  - (ii) Staff employed in the Catering Service, even if they may be seasonal, shall be Staff employed by the Contractor's organisation;
  - (iii) Responsibility for the employment relationship with the aforesaid Staff shall remain exclusively with the Contractor, which undertakes henceforth to pay the Staff remuneration relating to the performance of activities that form the scope of the Contractual Relationship and to fulfil all the tax, insurance, social security and contribution obligations arising from the employment relationship, in absolute compliance with the regulations in force, including those on immigration.
- 105.5. The Contractor shall perform the Catering Service on the days, at the times and in accordance with the procedures, terms and conditions set out in the technical plan for scheduling trade fair events ("**Technical Plan**"). The Technical Plan shall be prepared by Fiera in accordance with the exhibition calendar ("**Exhibition Calendar**"), which shall be conveyed to the Contractor by 30 September of each year and shall be indicative for the following year. Therefore, the Technical Plan may also be subject to changes as a result of those made to the Exhibition Calendar. The Exhibition Calendar for the first period shall be attached to the Contractual Relationship. The Technical Plan prepared by Fiera with any updates relating to individual exhibitions shall be communicated to the Contractor at least 10 (ten) days in advance of each exhibition.
- 105.6. Fiera may ask the Contractor to provide a Catering Service on days and at times other than those envisaged in the Technical Plan, giving written notice at least 3 (three) days before the exhibitions to which the Technical Plan refers.

## 106. SPONSORSHIPS

- 106.1. If, at the date on which the Contractual Relationship is entered into, Fiera has entered into or is party to previous sponsorship agreements relevant to the provision of Catering Services ("**Sponsorship Agreements**"), the main terms shall be stated in the Technical Specifications. In such cases, the Contractor undertakes to comply with the exclusive commitments contained in the aforementioned Sponsorship Agreements, also with regard to the constraints of sale and distribution to visitors of certain products exclusively ("**Sponsored Products**"). The Parties agree that Fiera may amend or terminate Sponsorship Agreements in addition to making additional or different ones in the *food & beverage* sector also with other companies and this shall entail obligations for the Contractor to comply with the content of the new agreements that may arise during the course of the Contractual Relationship that Fiera shall be obliged to disclose to the Contractor.
- 106.2. The Sponsored Products may be purchased by the Contractor directly from the Sponsors or from authorized dealers belonging to the distribution network of the Sponsors that shall be communicated by Fiera or that shall be autonomously identified by the Contractor.
- 106.3. Without prejudice to the above, the Contractor may make sponsorship contracts, subject to the prior written consent of Fiera, to make product communications and advertising in general in favour of well-known brands, also subject to the prior written consent of Fiera. On the value of the sponsorship contracts, the Contractor shall pay Fiera a *royalty* equal to 20% of turnover generated by the sale of such products.
- 106.4. The commitments assumed by the Contractor under the present Clause in relation to the Catering Service are implicitly understood to be all assumed also by reference to the Catering Service where this is provided for by the Contractual Relationship or in any case requested by Fiera during the Contractual Relationship.

**107. TERM**

- 107.1. The Parties agree that the Contractual Relationship shall be effective from the date stated therein until all services provided therein have been fully performed.
- 107.2. In any case, the Service Area must be returned to Fiera no later than the agreed date.
- 107.3. Fiera shall have the right to issue Orders with which it requests the Contractor to perform further services in the context of the Catering and/or Refreshment Services within the date agreed between the Parties ("**Order Issue Deadline**"), it being specified that Orders may not be received by the Contractor after the Order Issue Deadline and, in any case, may only provide for Catering and Refreshment Services that must be performed and completed by and no later than the final date agreed between the Parties for the Contractual Relationship ("**Final Date**").

**108. INSPECTIONS AND CHECKS**

- 108.1. As part of the checks and inspections provided for in the General Conditions, Fiera shall also have the specific right, at its own discretion and through its own appointees, to perform:
- (i) Inspection visits of the Staff employed in the Catering Service (and in the Catering Service, where provided) with the possibility of viewing, purely by way of example, any document aimed at verifying compliance with the provisos in force of the relevant employment contracts,
  - (ii) Hygiene, health and dietary inspections in kitchens, pantries, cold rooms and, in general, in any room where raw or cooked foodstuffs are stored,
  - (iii) Checks on delivery notes to ascertain the provenance of foodstuffs, and
  - (iv) Tests at their own expense on the food and products served, with the help of public and/or private analysis laboratories.
- 108.2. If, during the course of the inspections performed in accordance with this Clause, non-negligible discrepancies are found, and in any case of such a nature as to compromise the quality of the Catering Service (or of the Catering Service, if provided) with respect to the indications contained in the Contractual Relationship and in the applicable regulations, or deficiencies in the maintenance, cleanliness or hygiene of the Service Areas, the facilities and the equipment ("**Discrepancies**"), Fiera may submit a written report on the non-compliance ("**Report**") to the person appointed by the Contractor and stated in the Contract ("**Person in Charge of Management**") which the Contractor may not request to amend except in the case of a justified objective reason, which, in any case, must be conveyed to Fiera at least 20 (twenty) days before the exhibition event following the communication. The Person Responsible for Management shall have the right to delegate, under his/her sole responsibility, his/her duties and tasks to a person with appropriate skills and requirements.
- 108.3. The Person in charge of Management and his/her agent must be available during the Dining Service's hours of service to the public (and the Catering Service if provided) and shall be obliged to take all necessary measures to eliminate any non-compliance found and stated in the Report.
- 108.4. If the Contractor does not immediately remedy the Discrepancies stated in the Report in a timely manner, also with reference to each type of Discrepancy, if any, Fiera shall have the right to have third parties perform the necessary work at the expense of the Contractor.

**109. FEATURES OF THE SERVICE AREA**

- 109.1. The Service Area shall be made available in the state it is in at the time of award and shall be fitted with: (i) Flooring, false ceilings, doors and curtains (where present); (ii) Internal walls including coverings; (iii) Toilets complete with electrical systems and dedicated suction system; (iv) Electrical lighting system; (v) Public address system (where present); (vi) Air curtain systems (where present); (vii) Drinking and sanitary water supply system; (viii) Electrical power system; (ix) Smoke detection system; (x) Air conditioning system (heating and cooling); (xi) Smoke extraction system; (xii) Telecommunications system (voice and data); (xiii) Furniture (where present); and (xiv) Lift (where present).
- 109.2. The Contractor must therefore, at its own expense, procure and install all goods and machines (including but not limited to: catering equipment, furnishings, utensils, etc.) not listed above, necessary for the correct performance of the Catering Service.
- 109.3. It is understood that the provision of the Service Area (and any Temporary Service Area) to the Contractor and its use for the purposes of the Contractual Relationship shall not give rise to an independent rental relationship,

since the Service Area shall be made available to the Contractor for the sole purpose of providing the Catering Service.

- 109.4. The Contractor shall be responsible, at its own expense, for all work necessary for refurbishing the Service Area, including the disposal of any items present and not reused therein.
- 109.5. With reference to the Service Area, the Parties acknowledge that the furnishings and equipment present therein at the time of award of the Catering Services and identified in the Technical Specifications are in good condition and comply with the law, especially as regards safety in the workplace, accident prevention and pollution prevention.

## **110. REFURBISHMENT WORK IN THE SERVICE AREA**

- 110.1. In the event that adaptation or restructuring of the Service Area is necessary, within and no later than 20 (twenty) days from signing the Contractual Relationship, the Parties shall agree on the nature and extent of the works that the Contractor shall have to perform in relation to the Service Area refurbishment project approved by Fiera ("**Work within the Contractor's responsibility**").
- 110.2. Making the above agreement within the mentioned deadline is a condition for continuing the Contractual Relationship, therefore the failure to reach it within the deadline above shall result in the immediate termination of the Contractual Relationship.
- 110.3. In connection with the aforementioned planned refurbishment of the Service Area, the Contractor shall survey the condition and certify the parts (building systems and equipment) that it intends to maintain as part of its overall project. It should be noted that the drinking water supply network feeds the utilities for food use and the washbasins in the bathrooms, while the drains in the bathrooms and any service taps for the use of water for cleaning purposes are fed by the sanitary water network, to be considered undrinkable.
- 110.4. The "*Contractor Layout*" attached to the Contract Relationship contains images of some Contractor outlets. The Contract shall govern the *layout* of the Service Area. On the basis of Fiera's requests, these agreements may provide that the Contractor, when creating the layout of the Service Area, reproduces the stylistic "footprint" of the *Contractor's Layout*.
- 110.5. The Contractor declares that it is fully aware of the Service Area and has taken steps to perform all necessary investigations and checks, by also using trusted technicians and consultants. In particular, the Contractor shall deliver design drawings to Fiera, taking care that the design parameters take into account the actual state of the premises and that Work for which the Contractor is responsible is suitable and complies with regulatory requirements ("**Design Drawings**"). The Contractor shall deliver the Design Drawings to Fiera within and no later than 40 (forty) days from completing the Contractual Relationship ("**Design Drawings Deadline**"). Once approval of the draft Design Drawings has been received from Fiera, the Contractor must prepare the final version of the Design Drawings by having them formally stamped and signed by an authorised professional in accordance with Law and immediately submit them together with the relevant applications to the Municipality and other relevant local authorities and, therefore, start work by and no later than the date agreed with Fiera ("**Work Start Date**"). Failure by Fiera to approve Project Drawings within the above mandatory deadline shall be a precondition for continuing the Contractual Relationship, and therefore failure to approve them within the deadline above shall result in immediate termination of the Contractual Relationship.
- 110.6. Execution of Work for which the Contractor is responsible, unless express exceptions are stated, shall be governed by Clauses 58 et seq. of the Section "*Work Contracts relating to Real Estate*".
- 110.7. The Contractor hereby guarantees that furnishings, systems and equipment shall be constructed and installed in a professional manner and that they shall comply with all laws in force regarding safety in the workplace, accident prevention, pollution prevention, systems, in addition to health and hygiene and in any case regarding regulations for the business of serving food and drinks to the public.

## **111. MAINTENANCE AND OPERATION OF THE SERVICE AREA (AND THE TEMPORARY SERVICE AREA)**

- 111.1. The Contractor acknowledges that ordinary maintenance (preventive, corrective and programmed maintenance) and extraordinary maintenance, dictated by the good working practises in addition to the laws in force, concerning building systems and equipment located in the Service Area (and where applicable to the Temporary Service Area) are at its own care and expense.
- 111.2. The following building systems and equipment within the Service Area (and where applicable the Temporary Service Area) shall be deemed to be the responsibility of the Contractor, specifically by way of example:

- (i) Building systems such as interior perimeter walls, floors, false ceilings, windows and doors (including moving components and hardware), water supply/drainage systems;
  - (ii) Electrical installations such as the electrical fuse box, distribution lines, sockets and outlets, and normal and emergency lighting systems;
  - (iii) Air supply and extraction systems including ducts, dampers, vents, and hoods;
  - (iv) Smoke detection systems; and
  - (v) Kitchen equipment, appliances, furniture, pictures and interior fittings, counters and related built-in equipment.
- 111.3. On at least an annual basis, at Fiera's request, Contractor shall notify Fiera: (i) Of the details of the maintenance organization(s) performing the maintenance referred to in this Clause; and (ii) A copy of the certification attesting to the maintenance activities referred to above.
- 111.4. In any case, the Contractor shall bear all costs arising from negligent and/or rough use of the equipment and from any delay in performing the necessary maintenance operations.
- 111.5. Extraordinary maintenance work to be borne by Fiera shall be that relating to:
- (i) Building structure (roof, fixed infill, doors and window frames, and internal staircases);
  - (ii) Electrical systems (upstream of the connection point of the Fiera power line to the distribution panels);
  - (iii) Air conditioning systems (upstream of the flange of the inlet ducts to rooms);
  - (iv) Cooking vapour extraction systems (upstream of extractor hood connections);
  - (v) Hydraulic and water supply systems (upstream of the shut-off valve at the entrance to the rooms);
  - (vi) Water drainage systems (downstream of the terminal siphon of the internal network of the building);
  - (vii) Fire-fighting water supply systems and hydrants;
  - (viii) Lifting gear; and
  - (ix) Heating/cooling control systems.
- 112. TAXES AND EXPENDITURE FOR FIRE PRECAUTIONS, UTILITIES, ETC.**
- 112.1. The Parties agree that the Contractor shall be responsible for the taxes (or part of the same) relevant to the performance of the activities that are the object of the Contractual Relationship (by way of example, SIAE, etc.).
- 112.2. It shall be the Contractor's responsibility to supply the Service Area with fire extinguishers in the quantity and type required by law, to install all safety signs, to maintain them and, if necessary, to replace them.
- 112.3. Expenses for telephone/data utilities shall be borne by the Contractor.
- 113. GREEN SPACE**
- 113.1. Fiera shall be responsible for the maintenance of the green space and the relevant automatic irrigation system of the areas adjacent to refreshment areas.
- 113.2. The Contractor undertakes not to continuously occupy green space demised with furniture and equipment (if provided for in the Contractual Relationship), but only during the opening hours of the premises; this is to permit correct irrigation and the good maintenance of essential areas.
- 113.3. In addition, upon reasonable notice from the Fiera and in harmony with the Fiera Calendar, the Contractor undertakes to completely free up the green space to enable any necessary maintenance work. The Contractor agrees not to make any changes to the demised landscaped areas and related facilities.
- 114. RETURN OF SERVICE AREA AND TEMPORARY SERVICE AREA**
- 114.1. Upon termination of the Contractual Relationship, for whatever reason, or upon expiry of the final term of the same, the Service Area must be returned to Fiera empty, in a perfect state of preservation, except for normal wear and tear, and it must be free of occupants and items, including furniture and equipment (and related equipment and pictures), which must be removed and removed at the Contractor's care and expense. The

Contractor undertakes to clear the Service Area at its own expense within 5 (five) days from the date of termination of the Contractual Relationship; should the Contractor fail to do so within the said period, Fiera shall proceed to clear the area and charge the cost to the Contractor, also applying a penalty equal to 5% (five per cent) of the rent for the day or event in which the breach is detected for each breach detected, up to a maximum value of 10% (ten per cent) of the value of the Contractual Relationship.

- 114.2. The Temporary Service Areas must be returned to Fiera, vacant, in perfect condition, except for normal wear and tear, at the end of the last day on which the Catering Service is to be performed.
- 114.3. It is understood that any improvements and/or additions that the Contractor makes to the Service Area shall be acquired by Fiera without the Contractor being able to claim any indemnity or reimbursement. The Temporary Service Area, if entrusted to the Contractor, shall be returned at the end of the last day of the Catering Service performed therein.
- 114.4. It is specified that any damage to the Service Area and/or the Temporary Service Area, detectable at the time of return by means of a schedule of dilapidations, shall be valued and charged to the Contractor.

## **115. CLEANING AND WASTE MANAGEMENT SERVICES**

- 115.1. The Contractor shall be obliged to keep the premises, systems, equipment and furnishings in a perfect state of preservation and cleanliness and to repair or replace any deteriorated items. The Contractor shall be obliged to clean the premises entrusted to it, constantly ensuring that the environment is kept in perfect health and safety conditions. The cleaning and hygiene of the premises, systems and equipment, in addition to any appurtenance relating to the catering business, including any dedicated bathrooms, shall be performed by specialised Staff, at the care and expense of the Contractor. Tables need to be cleared quickly and sanitized, including cleaning and tidying of any surface in contact with customers. The cleaning staff should preferably have knowledge of English.
- 115.2. Waste management shall take place in accordance with the provisos of these General Conditions and the waste sorting criteria regulated by the local authorities of Rho and Milan or other relevant authority at the location of the Service Areas, the Temporary Service Areas and any location where the Catering Service is performed.
- 115.3. The Contractor shall be responsible for separated collection of waste in the appropriate bags according to the type of waste, and its handling at the collection points stated by Fiera when possible in evening hours, or in any case outside the hours when the public is present.
- 115.4. The prohibition on abandoning waste and the related obligation of proper management must be understood as referring to all waste and residual materials produced/derived from supply/delivery/processing activities (packaging, etc.).
- 115.5. The Contractor, in consideration of the obligations assumed, undertakes to reimburse Fiera, at its simple request and after viewing the relevant supporting documentation, for any charges that Fiera may incur for waste management. Fiera shall have the right to enforce the Guarantee in order to obtain the reimbursement of any sum paid by the Contractor and damage resulting from the violation of the provisos of this Clause.

## **116. REGULATORY CONTINGENCIES AND FLAT-RATE CONTRIBUTIONS**

- 116.1. Any work required by law or by the Authorities, subsequent to the date of completion of the Contractual Relationship, with particular regard to regulations on safety in the workplace, on accident and pollution prevention, in addition to hygiene and sanitation, plant engineering and in any case relating to the regulation of the business of serving food and drink to the public, shall be the responsibility of the Contractor. Expenses incurred in this respect shall not be reimbursed by Fiera.
- 116.2. The Contractor undertakes to pay Fiera, as a lump-sum contribution to the costs arising from the ordinary maintenance of the equipment and building systems that make up the fixed structures of the building pertaining to Fiera, a total amount equal to 1% of receipts (as defined below). Such reimbursement shall be paid by the Contractor at the end of each quarter, Fiera shall invoice the Contractor within 15 (fifteen) days of the close of the quarter. Payment shall be made within 30 (thirty) days of receipt of said invoice.

## **117. USE RESTRICTIONS AND FURTHER COMMITMENTS AND UNDERTAKINGS**

- 117.1. The availability of the Service Area and, where provided for in the scope of the Contractual Relationship, the Temporary Service Area (and related services), shall be granted by Fiera to the Contractor on the express and essential condition that the latter uses them exclusively for the business expressly agreed upon.

- 117.2. The Parties mutually acknowledge that, in the event of relevant terms of application and within the scope of their powers and duties they shall: (a) Implement all the obligations provided for under art. 26 of Legislative Decree n° 81/2008, in particular with regard to cooperation and coordination; (b) The consolidated document for the assessment of interference risks (DUVRI) shall form an integral part of the documentation referred to in the Contractual Relationship; (c) With regard to the costs of measures adopted to eliminate or reduce to a minimum the risks arising from interference, an indication of such costs shall form an integral part of the DUVRI referred to above.
- 117.3. In the event that the prerequisites for the application of Head IV of Legislative Decree 81/08 are met, the parties hereby undertake to scrupulously comply with the regulatory provisos imposed on each party.
- 117.4. The Contractor declares and guarantees that it has, at its disposal, the organisation and resources necessary for the performance of the Catering Service (and for the theoretical award of Catering Service), this also with reference to and in compliance with the provisos of the Technical Specifications and any other document required by law for the purposes of performing the Catering Service (and the Catering Service where awarded).
- 117.5. It is strictly forbidden for the Contractor to occupy unassigned spaces, technical rooms, escape routes and emergency exits present in the areas pertaining and/or belonging to other assignees.
- 117.6. In particular, the Contractor undertakes to:
1. Execute all the preventive and protective measures provided under accident prevention regulations in force ~~and~~ to protect the health of employees and, in particular, to provide all workers with Personal Protective Equipment suitable and necessary for performing their work safely;
  2. Ensure an effective and constant system of supervision and control over its Staff in order to guarantee the correct application of working procedures, in addition to the correct use of PPE and working equipment;
  3. Make available to its Staff only machinery and equipment which comply with the relevant and applicable prevention and environmental legislation and to maintain such machinery and equipment in a safe and efficient condition.
  4. The contractor must demonstrate that it is equipped with all the systems and services necessary to guarantee food safety and hygiene as prescribed by the relevant legislation in force: for example, but not limited to, a food safety system based on the principles of HACCP, documentation of staff training in food handling, an adequate pest control system for pests in the areas under its responsibility, adequate and documented management of waste resulting from its activities (oils and fats, etc.).

## 118. PAYMENT OF CATERING SERVICE RECEIPTS

- 118.1. The amount collected by the Contractor (gross of VAT) for the Catering Service shall determine the receipts to be paid by the Contractor to Fiera ("**Takings**").
- 118.2. The Parties agree that the takings by the Contractor through the *Point of Sale* "POS" shall be transferred immediately and automatically to Fiera, precisely through this payment instrument.
- (i) Without prejudice to the provisos of the Contractual Relationship and the Technical Specifications on the subject of Takings, the Contractor shall transmit, by means of reports, the total amount of Takings achieved per day, attaching the originals of the daily closures, with the following timing: within 2 (two) days after the end of the event, the report with the data referring to the period of mobilisation and the event;
  - (ii) Within 2 (two) days after the dismantling date, a report for the disassembly period data only; should there be an event that takes place at the turn of the month, initial documentation must be delivered on the first day of the following month;
  - (iii) During periods when an event is not held, takings and all the relevant documentation must be delivered to the Fiera every Monday of the following week (without prejudice to the end-of-month closure by the first day of the following month).
- 118.3. The Contractor shall be obliged, in its capacity as agent, to provide for payment in favour of Fiera of the total Takings received by it by means of bank transfer. The payment of Takings must be made with the same timing as the transmission of the reports stated in the preceding paragraphs of this Clause, to the current account in Fiera's name which the latter shall indicate in writing at the beginning of the Catering Service or subsequently.
- 118.4. For each day of delay in the payment of any amount due to Fiera under the Contractual Relationship, the Contractor shall be required to pay default interest under Legislative Decree. 9 October 2002, No 231.



**119. CONSIDERATION AND METHOD OF PAYMENT**

- 119.1. For the Catering Service, Fiera shall pay the Contractor a percentage of Takings net of VAT envisaged in the Contractual Relationship ("**Consideration**").
- 119.2. Fiera shall pay the Contractor the agreed rent for the Catering Service in accordance with the payment terms agreed with Fiera, regardless of whether Fiera or the Contractor invoices the end customer ("**Catering Service Consideration**").
- 119.3. The Consideration and the Catering Service Consideration shall be of VAT required by law and, unless expressly excluded, inclusive of any and all fees, charges and expenses incurred in connection with the Catering Service and any obligations inherent to the Contractual Relationship.
- 119.4. Payment of Consideration shall be made by Fiera by bank transfer within 60 (sixty) days at the end of the month following the date of receipt of the invoice which the Contractor shall issue within 2 (two) working days of the end of the event.
- 119.5. Fiera shall have the right to verify the Contractor's Takings, using whatever resources as it deems fit. To this end, the Contractor, on a simple written request from Fiera, shall make available the accounting documentation and shall do its utmost to facilitate Fiera's checking.
- 119.6. If, during the course of the checks, differences are found in favour of Fiera between the data conveyed by the Contractor and the data resulting from the accounts, the Contractor shall pay and/or issue a credit note in favour of Fiera in addition to paying Fiera, as a penalty, an additional sum equal to three times the amounts not communicated to Fiera. Payments to Fiera must be made by bank transfer within and no later than 5 (five) days from the date on which such differences are detected.
- 119.7. The Parties mutually acknowledge that, since it is normal to find minimal discrepancies between the amounts resulting from the accounting records and the actual cash balance, a cash difference of less than or equal to 0.12% of the daily amounts resulting from the accounting records shall be considered tolerable. Therefore, the Contractor shall not be held liable for any differences less than or equal to this threshold.
- 119.8. In relation to services for which Consideration is not paid by the client and collected by the Contractor at the same time as the Catering Service is provided, the Contractor shall be held liable in relation to any total or partial non-payment by the client, even if said client has been sent, accepted or reported by Fiera, without prejudice in the latter case to the Contractor's right to purchase, at their nominal value, any credits relating to consideration not collected.

**120. HEAD OF CATERING SERVICES AND ADMINISTRATIVE CLEARANCES**

- 120.1. The Contractor shall inform Fiera of the name and professional requirements of the person in charge of Catering Services, and undertakes to inform Fiera, at least 30 (thirty) days in advance, of any changes so that Fiera can first ask the Municipality and the relevant ATS (Italian Transport Authority) to update the necessary authorisations to operate the activities covered by Catering Services.
- 120.2. The Contractor is aware that the name and professional requirements of the owner/manager are essential requirements for Fiera to obtain and maintain valid with the relevant local authority and health authority, the necessary authorisations to operate Catering Services.

**121. BRANDS**

- 121.1. Without prejudice to the provisos of the General Conditions "Intellectual and Industrial Property Rights", with the prior written consent of Fiera, the Contractor may use its own trademarks to distinguish the Catering Service and the Catering Service, if any (the "**Contractor Trademarks**"). In this case, the Contractor undertakes to use the Contractor's trademarks alongside a trademark owned by Fiera or any other sign chosen at the unquestionable discretion of Fiera.
- 121.2. Fiera shall in any case have the right to require the Contractor to use one of the Contractor's trademarks to distinguish the Catering Service (or the Catering Service if provided), in any case alongside a trademark owned by Fiera or any other sign chosen at the unquestionable discretion of Fiera.
- 121.3. The Parties also agree that the actual methods of use of trademarks owned by Fiera by the Contractor must in any case be authorised in advance and in writing by Fiera.

- 121.4. The Contractor acknowledges and accepts that the use of trademarks owned by Fiera is strictly limited to what is provided for in this Clause and that the Contractual Relationship cannot in any case be interpreted and/or understood as granting any right or license to use trademarks owned by Fiera and/or any other intellectual property right, registered or unregistered, owned by Fiera.
- 121.5. The affixing of signs and placards by the Contractor must be explicitly approved by Fiera, in order to guarantee compliance with aesthetic and decorating criteria that are appropriate to the area in question.

## **122. CONTRACT TERMINATION AND PENALTIES**

- 122.1. Fiera may terminate the Contractual Relationship (in addition to in the cases and ways provided for in the General Part of the General Conditions) in accordance with article 1456 of the Civil Code with immediate effect and by means of simple written notice to the Contractor, in the case of violation - even partial - by the Contractor of any of the following provisos:

- (i) Non-compliance with respect to what has been agreed in the matter of maintenance or the Law on hygiene, in accordance with the provisos of Clause 108 (*Inspections and Checks*) and 115 (*Cleaning and Waste Management Services*);
- (ii) Failure to transmit to Fiera the *reports* containing the amount of Takings in accordance with the provisos of the Clause 118 (*Payment of Takings from Catering Services*);
- (iii) In violation of the provisos of Clause 121 (*Trademarks*);
- (iv) Breach of the confidentiality obligation referred to in Clause 34 of the General Conditions;
- (v) Infringement of the obligation of exclusivity where provided for by the Contractual Relationship;
- (vi) Failure to connect the tills to the Contractor's information system and to promptly transmit to Fiera the information reports on the collections made.

- 122.2. In addition to the provisos of Clause 32 (*Penalties*), the following contractual remedies are agreed upon:

- a. Should the Contractor fail to meet the Design Work Deadline, Fiera may declare the Contract terminated under and for the purposes of art. 1456 of the Civil Code or alternatively apply a penalty of Euro 500 (five hundred) for each day of delay, without prejudice to the right to compensation for any greater damages suffered;
- b. Should the Contractor fail to meet the Work Commencement Deadline, Fiera shall be entitled to terminate the Contractual Relationship under and for the purposes of article 1456 of the Civil Code or alternatively to apply a penalty of Euro 1,000 (one thousand) for each day of delay, without prejudice to the right to compensation for any greater damages suffered;
- c. If the deadline for completion of the work is not met, Fiera may declare the Contractual relationship terminated in accordance with and for the purposes of art. 1456 of the Civil Code, in which case a penalty of Euro 30,000 (thirty thousand) shall be applied or, alternatively, Fiera may request the application of a penalty of Euro 2,000 (two thousand) for each day of delay, without prejudice, in both of the two aforementioned cases, to Fiera's right to compensation for any greater damages suffered;
- d. In the event that it is found that Staff used are not sufficient to guarantee a timely and quality service and/or in the event of the absence of the Person in charge of Management: a penalty of Euro 1,500.00 shall be applied to the first breach detected and to each subsequent breach, for each event;
- e. in the case of non-availability of Products, a penalty of Euro 1.500,00 shall be applied to the first event detected and to each subsequent event;
- f. In the event of a lack of cleanliness or order in the Service Area or the Temporary Service Area: a penalty of Euro 1,000.00 shall be applied to the second and each subsequent breach, for each event;
- g. In case of application of prices to the public different from what is stated in the Price List: a penalty of Euro 1.000,00 shall be applied to the second breach detected and to each subsequent breach, for each event;
- h. In the case of detection of irregular typing of tax receipts during Service: a penalty of Euro 1.500,00 shall be applied to the first detected non-compliance; subsequently Fiera shall have the right to terminate the Contract;
- i. In the event of a failure to display the menu and Price List to the public, a penalty of Euro 1,000.00 shall be applied to the second and each subsequent breach, for each event;

- j.** In the case of failure to display the clearances required by law for the performance of the Service, a penalty of Euro 1,000.00, for each event, shall be applied to the first failure detected and to each subsequent failure;
  - k.** In the event of failure to comply with the provisos relating to the Catering Service communicated by the Catering Office (e.g. opening and closing times, table positioning areas, music playing, etc.): a penalty of Euro 1,000.00 shall be applied to the first infringement detected and to each subsequent infringement, for each event;
  - l.** In case of failure to turn off the internal lighting of the premises after closing time in the evening: a penalty of Euro 100.00 each shall be applied to the first infringement detected and to each subsequent infringement;
  - m.** In case of any failure to switch off the refrigerators and cold rooms for a period of more than 30 calendar days of inactivity of the premises: a penalty of Euro 100.00 shall be applied to the first breach detected and to each subsequent breach, for each event;
  - n.** In the case of lighting the dining area before 11:00 a.m: a penalty of Euro 100.00, shall be applied to the first failure detected and to each subsequent failure;
  - o.** in the case of using disposable plastic material instead of bio-compostable and 100% recyclable material: penalty due is Euro 100.00 for each single breach detected
  - p.** In the event of a failure to deliver the communication referred to in the preceding Clause entitled "Maintenance and Operation of the Service Area", within the terms specified therein and the attached documentation: penalty of Euro 100.00 for each day of delay;
  - q.** In the case of delay in sending data related to electronic invoicing and electronic consideration following the entry into force of the Tax Decree 2019, converted into Law on the 30 December 2018, n. 145: penalty provided Euro 1,000 for each day of delay.
- 122.3. In the event of the occurrence of 3 breaches, even non-consecutive, out of those provided for in this Clause and in the Technical Regulations of the Districts, Fiera may declare the Contractual Relationship to be terminated in accordance with and for the purposes of article 1456 of the Civil Code, without prejudice to the right to compensation for any greater damages.

**SECTION - CATERING SERVICES IN TEMPORARY SERVICE AREAS WITH ANY SALE AND SUPPLY SERVICES**

**123. CATERING SERVICES IN TEMPORARY AREAS ONLY WITH ANY SALES AND SUPPLY SERVICES**

123.1. These General Conditions shall apply in the event that Fiera, as part of its business strategy, entrusts the Contractor with catering services to be performed exclusively on a temporary basis, without having any fixed point of supply, in areas within the Districts ("**Temporary Service Area**") to be defined from time to time according to the needs of Fiera ("**Temporary Service**") and reserving unto itself the right to entrust the Contractor with certain Catering Services (as defined *above*).

123.2. The provisos of the preceding Clauses shall apply *mutatis mutandis* in relation to the Temporary Service but limited to the following:

**General Catering Regulations**, sections: 103.2, 103.3, 103.5, 103.6.

**Public prices and Methods of Supply relating to the Catering Service**, sections: 105, 105.1, 105.2, 105.3, 105.4, 105.5 and 105.6.

**Sponsorships**, sections: 106.1, 106.2, 106.3 and 106.4.

**Term**, sections: 107, 107.1 and 107.2.

**Inspections and Checks**, Sections: 108.1, 108.2, 108.3 and 108.4.

**Service Area Characteristics**, Sections: 109.1 and 109.3.

**Taxes and Costs for Fire Precautions, Utilities etc.** Sections: 112.1 and 112.3, additionally all charges and expenses relating to user contracts for the supply of heat, electricity and water shall be borne by Fiera, with the specification that: the expenses relating to consumption of water and electricity shall be borne by Fiera.

**Cleaning and Waste Management Services**, Sections: 115.1, 115.2, 115.3, 115.4 and 115.5.

**Restricted Use, POS and Additional Commitments**, Sections: 117.1, 117.4 and 117.5. Furthermore, the Contractor undertakes to deliver the POS to Fiera within and no later than 10 (ten) days from completion of the Contractual Relationship, under penalty of termination of the same with retroactive effect, and without prejudice to Fiera's right to compensation for damages.

**Catering Service Takings Payments**, Sections: 118.1, 118.2, 118.3 and 118.4.

**Consideration and Method of Payment**, Sections: 119.1, 119.3, 119.4, 119.5, 119.6, 119.7 and 119.8.

**Catering Services Manager and Administrative Clearances**, Sections: 120.1 and 120.2.

**Marks**, sections: 121.1, 121.2, 121.3, 121.4 and 121.5.

**Termination of Contractual Relationship and Penalties**, Sections: 122.1, 122.2 and 122.3 However, the right to terminate the contract in the event of failure to provide Fiera with *reports* showing the amount of the Takings shall not apply and, in addition to the provisos of Clause 32 (*Penalties*), the following conventional remedies are agreed upon:

- a. In the event that it is found that Staff used are not sufficient to guarantee a timely and quality service and/or in the event of the absence of the Person in charge of Management: a penalty of Euro 1,500.00 shall be applied to the first breach detected and to each subsequent breach, for each event;
- b. In the case of non-availability of Products, a penalty of Euro 1.500,00 shall be applied to the first event detected and to each subsequent event;
- c. In the event of a lack of cleanliness or order in the Service Area or: the second failure detected and each subsequent failure shall be subject to a penalty of Euro 1,000.00, for each event;
- d. In the case of failure to display the clearances required by law for the performance of the Service, a penalty of Euro 1,000.00, for each event, shall be applied to the first failure detected and to each subsequent failure;
- e. in case of use of disposable plastic material instead of bio-compostable and 100% recyclable material: penalty foreseen Euro 100.00 for each single non-compliance detected.

In the event of the occurrence of 3 breaches, even non-consecutive, out of those provided for in this Clause and in the Technical Regulations of the Districts, Fiera may declare the Contractual Relationship to be terminated in accordance with and for the purposes of article 1456 of the Civil Code, without prejudice to the right to compensation for any greater damages.

**SECTION - CATERING SERVICES**

**124. CATERING SERVICES**

- 124.1. This Section applies in the event that Fiera, as part of its business strategy and, therefore, through completion of a Contract with the function of a framework agreement and/or on an occasional basis in relation to one or more exhibitions, events and congresses and, therefore, through the issuance of Orders, entrusts the Contractor with the performance of catering services ("**Catering Service**"), which shall consist in the execution of the operations of procurement, preparation and service of food and beverages, in places that are identified by Fiera according to the needs that occur from time to time and include the serving to end users of food, beverages and, in general, all the products foreseen in the Contractual Relationship ("**Products**") and the performance of all the activities relevant to the setting up of the Catering Area, in addition to the purchase, preparation, conservation and where possible cooking at the Contractor's premises and the transport to the Catering Area of the Products, or their cooking and preparation on site after setting up temporary kitchens, where there are no adequate structures for the preparation of food on site.
- 124.2. The Contractor acknowledges that the Catering Services may be performed in certain areas within the Exhibition Centre or other Location or in other areas also at the disposal of third parties ("**Catering Areas**").
- 124.3. By means of the Contractual Relationship, Fiera entrusts the Contractor, who undertakes to accept them, with all the eventual Catering Service assignments as provided for in the Contractual Relationship (and in the relevant Technical Specifications, if any), which must be performed exclusively in the Catering Areas that shall be stated from time to time by Fiera to the Contractor, with due notice through the issuance of an Order or operational instructions.
- 124.4. The Contractor declares and guarantees that it has at its/her disposal the organization and means necessary to perform the Catering Service with due flexibility, supporting variations and needs, including logistical ones, of Fiera or of the third party direct beneficiary of the Catering Service.
- 124.5. It is understood between the Parties that the award of the Catering Service to the Contractor may be communicated by Fiera from time to time also by means of an Order accompanied by e-mail communications, in which, *inter alia*, the location, date and methods of the event shall be specified, including the indication of the rent for the execution of the Catering Service.
- 124.6. In any case, the terms and methods of payment set out in these General Terms and Conditions General Part and in the provisos relating to the Section - "Fixed Point Catering Services with possible Temporary Area Services and/or Catering" shall apply.
- 124.7. All the provisos relating to the Temporary Service Area referred to in the Section - "Fixed Point Catering Services with Possible Services in the Temporary and/or Catering Area" apply to the Catering Area.
- 124.8. In particular, the Parties acknowledge that the Catering Area is a space that, during the validity of the Contract, Fiera may grant to the Contractor for the number of hours necessary to perform the Catering Service.
- 124.9. The Catering Service must be performed by the Contractor by means of the serving of food and beverages as stated in the Technical Specifications, if any, and/or in the individual Order and operating instructions.
- 124.10. The Parties shall jointly decide on the design of the uniforms and equipment to be used for the Catering Service, it being understood that the Contractor shall make the maximum effort to satisfy all the requests of the final client and/or the actual beneficiary of the Catering Service in addition to Fiera.
- 124.11. The Contractor undertakes to comply with the directives, both written and verbal, that shall be given by Fiera and in any case to perform in a professional manner taking into account the style and layout of the places, bodies or institutions taking part in addition to the reputation of the event or show or congress for which the Catering Service is instrumental.
- 124.12. The Catering Service must be performed guaranteeing the maximum quality of the Products, methods, terms and conditions that are appropriate to the event, show or congress for which it is instrumental and in full compliance with the Law (and in particular with the regulations in terms of hygiene, health, safety at work, quality and traceability of the products, consumer health, environment) avoiding any hindrance or disturbance to the normal course of the management of the structures of the Fiera, with particular regard to the indications and limitations in terms of logistics (vehicle flows, parking areas, road conditions, etc.).
- 124.13. The provisos set out in the preceding Clauses shall apply *mutatis mutandis* in relation to the Catering Service, but limited to the following:

- 124.14. **Public Prices and Approach to Providing the Catering Service**, Section: 105. However no prices shall be charged to the public and therefore the Clause "*...to which the Price List to be applied to the public is attached, which is updated annually by Fiera. Said prices may also be unquestionably updated by Fiera several times during each year and these updates shall be communicated promptly and in writing by Fiera to the Contractor...*".
- 124.15. **Sponsorships**, Section: 106.
- 124.16. **Term**, Sections: 107.
- 124.17. **Inspections and Checks**, Sections: 108.
- 124.18. **Features of the Service Area**, Sections:109, but excluding the possibility of the Temporary Service Area.
- 124.19. **Taxes and Fire Precautions Costs, Utilities, etc.**, Section: 112, all charges and expenses relating to user contracts for the supply of heat, electricity and water shall be borne by Fiera, with the specification that: the expenses relating to consumption for water and electricity utilities shall be borne by Fiera.
- Cleaning and Waste Management Services**, Section 115. However, the obligation to re-stock tables is not applicable.
- Fees and Terms of Payment**, Section:119. However, all provisos relating to collection (by the Contractor) that relate to the Catering Service and the Catering Service at Temporary Areas shall not apply.
- 124.20. Catering Services Manager and Administrative Clearances, Section:120.
- 124.21. **Brands**, Section: 121.
- 124.22. Contract Termination and Penalties, Sections:122.

For acceptance

Contractor's SIGNATURE

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