

## GENERAL CONDITIONS OF CONTRACT

Exomedia s.r.l.

vs 2/25

1. These terms and conditions govern the relationship between the Advertising Principal (Principal or Client) and Exomedia S.r.l. (Exomedia) regarding orders of ATL (above the line) and BTL (Below the line) communication activities from sponsorships on analog or digital media to events. Exomedia's principal may also be a media center.
2. Advertising exposure is carried out within the limits of the concessions and the Granting Bodies. Consequently, in case of revocation or termination or limitation of the concession(s), Exomedia may exercise the right to terminate or reshape the contracts, to be communicated by registered letter with return receipt at least 30 (thirty) days before the effective date.
3. The Advertising Contract (CP) shall be deemed executed and binding and these terms and conditions shall be deemed to be fully accepted by the Principal, if the Principal or a person appointed by the Principal with power of attorney, even in the absence of a signature, does not proceed to revoke it in writing within 7 days from the date of issuance of the order confirmation by Exomedia. Any communication regarding the terms and/or conditions of advertising exposure will be considered as acceptance of the CP.
4. Exomedia reserves the right to refuse the order without assigning a reason. Exomedia reserves the right to make the execution of already confirmed orders subject to the payment of a deposit or the full value of the contract.
5. The Principal declares that in the drafting of the advertising message he will comply with the requirements of the Code of Advertising Fairness and that he will accept the decisions of the Jury provided for in said code. The Principal also declares that he/she will hold Exomedia and the Grantors harmless in the event of any infringement of the Code and the rules relating thereto. Responsibility for the form and content of the advertising subjects and for compliance with the relevant rules lies solely and exclusively with the Principal, who shall in any case hold Exomedia and the Grantors harmless and indemnified from any claims that may be made in this regard by third parties against him.
6. Advertising messages must not, in any case, be contrary to public order, morality and, in any case, must not in any way harm the image of the Grantors, who for this purpose reserve final approval of advertising messages (with reference both to texts and to stage performances, photographs, etc.). In this case, the lack of approval and its consequences may not in any way be attributed to Exomedia.
7. Unless otherwise indicated, Customer agrees to send Exomedia - or the companies it designates - the materials necessary for advertising exposure within the following deadlines:
  - the print files, complete with cromalin, within 15 days prior to the start date of the campaign
  - the digital files and/or video footage for digital media, within 5 working days prior to the start date of the campaign
  - for BTL activities, indications about the period to be covered by the campaign and the content of the message, must be received no later than 10 days prior to the date of the start of service provision, unless otherwise specifically stated in writing.
  - For all activities for the benefit of Civic newsstands and any other partner newsstands, reference should be made to the specific conditions of delivery of materials indicated in the proposal and/or order confirmation documents.The Customer acknowledges and accepts that delivery of content after the aforementioned deadline will give Exomedia the right/fault to not provide the Service, without prejudice to the right to payment of the agreed price.
8. Exposure of the campaign (ATL) on analog media will take place from the first day indicated in the order and will execute within 3 (three) days from this. For digital circuits, execution will take place on the days indicated in the order. For activities in favor of Civic, in relation to the type of set-up, reference shall be made to what is specified in the proposal or in the contract.
9. Substitution and/or supplementation of advertising message subjects during the agreed display period may be made only if feasible and the related costs will be charged to the Client. Where provided for, they shall be specified and valued in the proposal and contract.
10. Exomedia, as concessionaire is the only operator authorized to access at the places of advertising exposure, therefore, provides directly - or through companies represented and/or appointed by itself - and in an exclusive manner to the provision of advertising campaigns (window decals, posters, signs, movies and digital billboarding, and any other advertising element marketed), the 'installation of desks and any equipment necessary for promotional activities and/or promo-sales in the agreed locations, also in order to ensure compliance with safety regulations and in any case with all applicable and current regulations on the subject for places open to the public. In those cases, expressly agreed and authorized, inherent to campaigns on analog media in which the Customer directly and exclusively provides for the printing of window decals and/or posters, the Customer must provide for the delivery of the material no later than 10 (ten) days prior to the start of the campaign, with an extra stock of 10% or to the extent otherwise requested in writing. In cases where the quantity of stock is insufficient, at Exomedia's request the Customer shall provide the additional material as requested. The advertising material prepared directly by the Principal shall be packed, transported, and delivered at his expense to the places of employment specified by Exomedia or its contracted companies. The Principal may not make any claim for compensation for missing or deteriorated material. In the event of a delay in the execution of the order due to non-delivery and/or delayed delivery of the aforementioned materials by the Customer, the Customer shall still pay the full amount of the order on the established due date, without being entitled to any extensions of the exposures. Exomedia does not guarantee the good performance of the advertising display where the quality of the material delivered deviates, even if only slightly, from the minimum requirements set forth in the data sheets provided by Exomedia.

11. In the cases, expressly agreed and authorized, in which the Customer directly provides for the installation of desks and any equipment necessary for promotional and/or promo-sales activities at the agreed locations, the installations must respect the decorum and image of the places of advertising display as well as be made, kept clean and used, in compliance with all safety regulations and in any case with all applicable and current regulations on the subject for places open to the public. The Parties expressly agree that Exomedia may, at any time, request the removal of the stations if obstructive and/or impeding facts of any nature occur, such as, but not limited to, prohibitions by Public Authorities, requests by Grantors, execution of works and/or promotional events at the advertising display places. In any case, all technical, legal, and insurance information that the Grantors deem necessary and appropriate for approval of the promo-sales activity must be sent to Exomedia for approval. These must be received by Exomedia 15 (fifteen) days before the start of the activity and only after the express approval of Exomedia may the contract be executed.

12. The Principal may commission Exomedia for the complete management of promotional and/or promo-sales activities. In this case Exomedia will directly provide for the installation of the necessary equipment and supply the personnel defined to the performance of the agreed promotional activity, subject to the respect for the Principal of the delivery times of the files containing the graphics indicated in art. 7. The Principal may provide directly for the management of the activities subject to the coordination of Exomedia or company identified by it. In the event of compulsory interruption of the activities by order of the Grantor or the competent authorities, Exomedia will notify the Principal in good time. In such cases, the Principal undertakes to immediately remove the reported locations. In such cases, the Principal undertakes to immediately remove the reported locations. The Principal, in the case of direct management, undertakes to store and guard the stations, with the utmost care and diligence and shall provide all technical documentation necessary for the placement of the equipment (list of materials constituting the desk, fire reaction and electrical system certifications, list of personnel employed in the assembly, list of personnel employed as promoters and supervisors), 10 working days prior to installation. The personnel, if any, hired by the Client to carry out the promotional activity, must be duly registered in its payroll and matriculation books, in good standing with the relevant insurance and social security obligations, or personnel linked, directly or indirectly, by other forms of occasional or continuous collaboration, in any case in full compliance with the relevant laws in force. Exomedia nevertheless remains as of now relieved from any burden, expense, and responsibility in the event that the assigned personnel should engage in behavior deemed highly intrusive and/or inappropriate towards the frequenters of the identified locations, and Exomedia has the right to request the removal and replacement of the personnel to whom the said conduct will be attributable. However, Exomedia remains as of now relieved from any related damage and/or compensation arising from wrongful acts to the detriment of third parties committed by the personnel appointed by the Principal. The Customer hereby declares as of now that it holds Exomedia harmless from any liability for any theft and/or damage (including from fire or for any other reason) for any reason suffered by the furnishings constituting the workstations or that these may eventually cause to third parties. To this end, the Customer declares and acknowledges that Exomedia is not constituted custodian, in any capacity, of the installations and related furnishings.

13. Exomedia shall be available to the Principal for the control of the exhibits. Any control in order to be enforceable against Exomedia must be made by an appointee of the Principal together with an Exomedia technician and/or employee. Once the exposure deadline has expired complaints and objections will not be taken into consideration and nothing can be claimed by the Principal.

14. At the end of the exhibition period Exomedia, unless a special request resulting from this commission/order, shall not be obliged to return the advertising material used for the exhibition to the Principal and shall have the right to freely dispose of the remaining advertising material, and may also dispose of it directly.

15. If the display of a campaign is prohibited by order of the Grantors or as a result of resolutions of the Local and State and Military Authorities, or if after the display it is ordered to be covered, the Principal shall likewise be obliged to pay the price of the campaign for the actual period of display: the costs arising from covering, replacing or supplementing the advertising material shall be borne by the Principal.

16. In the event of temporary suspension of the advertising display (digital or traditional) due to force majeure, such as breakdown of the plant and machinery due to natural events (wind, rain, lightning, whirlwind) or events attributable to third parties (vandalism, power failure, etc...), or in any case not chargeable to Exomedia, the advertising display service will be carried out as soon as possible, without any claim for compensation, whether by payment of a price or by new and/or different advertising displays, being made against Exomedia. In any case, while putting in place all activities to ensure proper display, Exomedia is not liable for vandalism caused to graphics during the course of service delivery. In cases of proven acts of vandalism to the graphics that have compromised the effectiveness of the display, Exomedia makes itself available to re-deliver the service at no cost and for the same duration, except upon payment of reprinting costs.

17. The price of the performance/service performed by Exomedia to the Principal is equal to the amount indicated in the relevant CP. The price shall be in euros. Exomedia will issue at the time of issuance of the CP regular invoice. Payment shall be made, by bank transfer, to the bank account indicated by Exomedia within the time agreed upon in the contract.

18. Negotiation Rights and/or Agency Rights accrued from the intermediation by Media Centers and/or Agencies shall be settled by Exomedia to the Media Center/Agency upon payment - in favor of Exomedia - by the principal.

19. Upon signing and/or implicit or explicit acceptance of the CP, where required, the Principal shall make advance payment, in part or in full, of the technical costs and value of the advertising campaign, as indicated by the CP. In case of non-payment of the agreed and required amount Exomedia will not follow up on the CP.

20. For each day of delay in payment will be automatically charged interest in accordance with D.l. 231/02 without the need for the debtor/purchaser to be in default. Exomedia in case of delay in payment for a period of more than 7 days to the due date, in addition to being entitled to the payment of interest as determined above, may arrange for the removal without notice of the graphics - if any - set up on the systems marketed in favor of the Customer, for a value proportional to the amount to be paid in favor of Exomedia. The disassembled installations shall return to the immediate availability of Exomedia, which may arrange for their marketing, without anything being due to the Customer, and if the Customer is a media center, the latter shall remain solely responsible for any damage caused to the end customer.

21. The price indicated in the CP is to be understood as including the Municipal Tax on Advertising referred to in Legislative Decree 507 of 15.11.1993 and any other tax and/or fee present at the time of signing and/or implicit or explicit acceptance of the CP. If, subsequent to the signing and/or implicit or explicit acceptance of the CP and in any case during the course of the commissioned advertising exhibition any increases to fees and/or taxes are applied or any new fees and/or taxes are applied, Exomedia may redetermine the price set in the CP in proportion to the value of the additional fees and/or taxes applied or the increase in those already provided for. Exomedia may not apply increases in excess of 5% of the price stated in the CP. Should there be substantial increases in fees and/or taxes or substantial increases in technical costs related to the advertising display, such as to make the service uneconomic or impossible (such as, by way of example and not limited to, those caused by the difficult and onerous accessibility of the facilities for the advertising display for causes not attributable to Exomedia) Exomedia may withdraw from the order by written notice to be sent also by e-mail of at least 15 days without the Principal having any claim against Exomedia.

22. Any agreements of payment by drafts or bank receipts shall entail the addition of the relevant collection fees, as well as the recovery of stamp duty: failure to collect bank receipts, issued in accordance with the provisions of the payment conditions of this order, shall entail a charge of insolvency fees for each individual effect.

23. Termination of a reservation, even of a single component, shall be subject to the penalties as regulated below: in the event that the notice of termination is received by Exomedia by June 30, 2025, the Principal shall be required to pay 50% of the aforesaid aggregate fee; if the notice of termination is communicated later, i.e., as of July 1, 2025, the payment shall be for 100% of the same aggregate fee. The Principal shall also reimburse charges already incurred by Exomedia, such as the cost of materials, if the execution process in charge of Exomedia was already in place at the time of termination.

24. The Principal declares that he/she is aware of the information required by EU Regulation 2016/679. The data provided may be processed in compliance with the aforementioned regulations. The data controller is Exomedia. The data provided are collected by telematic means, processed, communicated and disseminated, also with the aid of electronic means for management of administrative, accounting and fiscal activities/purposes provided for by legal obligations, regulations and Community Norms/execution of contractual obligations/commercial purposes functional to the economic activity of Exomedia. Pursuant to EU Regulation 2016/679, the Client has the right to know at any time and request confirmation of what his data are and how they are used, also has the right to have them updated, supplemented, corrected and deleted, transformed into anonymous form, request blocking or oppose their processing. In order to exercise the rights provided for by EU Regulation 2016/679, summarized above, the Principal must address a written request addressed to Exomedia, to the attention of the person in charge of the processing of personal data, c/o the Milan office, Via Arena, 9, in the person of the I.T. Manager. Data will be processed in such a way as to ensure their security and confidentiality. In carrying out its economic activity, Exomedia also makes use of external Companies (such as Data Processing Centers, Professionals, Banks and Insurances, Trade Associations) to which the same may be communicated for the processing carried out, always within the scope of the above purposes.

25. The Client gives its consent to the credit check of the amount subscribed in the order.

26. The court of Milan will be competent for any dispute.

Signature and Stamp of the Principal

The Principal declares that he/she has read the above conditions with particular reference to those set forth in numbers: 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22, 23,24,26,27,28,29 and that he/she accepts them in all their parts pursuant to Articles 1341 and 1342 of the Italian Civil Code.

Pursuant to EU Regulation 2016/679, the Principal also declares that he/she has read the information regarding the processing of personal data below and gives his/her consent to the processing of the same by Exomedia or delegated third parties. Invoices and any other fiscal and non-tax documents must be headed as indicated under Principal which, we assure you, corresponds to the requirements of art. 21 no. 1 of Presidential Decree 26.10.1972 no. 633.

Signature and Stamp of the Principal

Pursuant to EU Regulation 2016/679, the Principal declares to have read the information regarding the processing of personal data and decides to express consent to the processing of the same by Exomedia Srl or delegated third parties in the manner and for the purposes indicated in art. sub. 27, by signing below this document.

Signature and Stamp of the Principal