

Registered mail with return receipt
advanced via email

Rome, Date xx/xx/xxxx

Dear

.....
Sede Legale:

.....
Milano
MI

Partita Iva:
(the "Client")

Following the negotiations that have taken place, we confirm the following offer regarding the service of advertising display by billboard:

1. Advertising space:

Type: Digital

as per the graphic representation contained in **Annex A** of this Offer.

Advertising display period: from xx.xx.xxxx to xx.xx.xxxx

2. Subject of the advertising campaign: xxxxxxxxxxxxxxxxxxxx | Brand xxxxxxxxxxxxxxxxxxxxxxxxxxxx

3. Consideration : €

4. Payment Terms: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

5. Attached to this Offer, *sub Annex B*, the advertising display datasheet in order to enable you - in case of acceptance - to produce the advertising sketch and executive print **files** under the following terms and conditions:

- i) the sketch must be submitted no later than **xx/xx/xxxx**
- ii) executive print *files* and *cromalin* must be delivered no later than **xxx/xx/xxxx** in the manner and to the addresses indicated in the datasheet *sub Annex B*.

URBAN VISION SPA

LEGAL AND OPERATIONAL HEAD OFFICE: Galleria San Babila 4A 20122

Milan MI ITALY Tel: **0289691826** - Fax: **0287395168**

OPERATIONAL HEADQUARTERS: VIALE AVENTINO 80 00153 Roma

Rm MI ITALY Tel: **06570111** - Fax: **0657011800**

Urban Vision SpA - VAT No. 08236441005

E-Mail info@urbanvision.it

Internet: www.urbanvision.it

- 6 It is understood between the Parties that in the event that the Client, after the acceptance, does not intend to proceed with the publication of the campaign, the same shall in any case be obliged to pay Urban Vision alternatively:
- a) 80% of the amount agreed upon and indicated in No. 4 above, if the cancellation is received by Urban Vision by 90th (ninetieth) day preceding the date set for the first day of the campaign display;
 - b) 100% of the amount agreed upon and indicated in No. 4 above, if the cancellation is received by Urban Vision after the 90th (ninetieth) day preceding the date set for the first day of the campaign display.
- 7 The General Conditions attached to this Offer, *sub Annex C*, constitute an integral and binding part of the contract concluded by acceptance of this Offer.

8 INTELLECTUAL PROPERTY RIGHTS

Each Party remains the exclusive owner of the name, trademarks and any distinctive signs that distinguish its own business. Nothing in this Agreement shall be read as a license to trademarks, logos, or permission to use names pertaining to the other Party. Exclusively for the purposes, performance, and subsequent promotion and marketing activities of the services and goods covered by this agreement the Client authorizes Urban Vision S.p.A. to use its trademarks and/or logos where necessary. The Client represents and warrants that the names, trademarks and/or logos, images and texts of any material produced are used having full title and without infringing any rights of third parties, and consequently agrees to indemnify and hold Urban Vision S.p.A. harmless from any and all claims that may be made by third parties by reason of this article.

9. PRIVACY

The parties acknowledge that this contract does not provide for operations that can be defined, under the General Data Protection Regulation (Reg. EU 2016/679), as a processing of which the parties are joint controllers. On the contrary, each party declares and acknowledges that it is, possibly, the controller of one or more personal data processing operations that are autonomous and distinct from those that may be carried out by the other party and that, therefore, each party remains, to the extent of its competence, the sole party responsible for decisions and actions relating to the purposes and methods of exercising the respective processing operations and the related burdens and obligations, as well as the responsibilities that may arise. Because of the foregoing, each party:

- a.) undertakes to provide the other with adequate information within a reasonable time;
- b.) acknowledges that any personal data exchanged between the parties during the negotiation phase, the conclusion or execution of this contract are lawfully processed by the recipient on the basis of Article 6.1.b of the Regulations (execution of a contract or pre-contractual measures), without prejudice to the possibility of indicating otherwise, and undertakes to retain such personal data only for as long as is strictly necessary to pursue this purpose; undertakes to provide, if necessary, to the recipient only personal data that the party can legitimately communicate and that are relevant to the negotiations, conclusion or execution of this contract;
- c.) declares that it does not intend to disclose any personal data it may receive to third parties, and that if such disclosure were made to a third country, it will ensure that an adequacy decision or standard contractual clauses are applicable, undertaking to provide details of the instrument used if so requested;
- d.) expressly agrees to hold the other party harmless from any extraordinary prejudice, damage or cost.

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If you agree with all of the foregoing and with all provisions, none excluded, contained in the General Conditions attached hereto *sub* **Annex C**, please return to us, by registered mail with return receipt advanced via *e-mail* or *fax*, at least 7 days preceding to the start of the advertising display: *a)* this Offer initialed on each of its pages and signed for full acceptance and acknowledgement of debt; *b)* all related attachments (**Annex A; Annex B; Annex C**) also duly initialed on each of their pages and signed for acceptance. These general conditions shall, in any case, be understood to be known and accepted by the Client with the start of the advertising display.

With particular reference to the General Terms and Conditions contained in **Annex C**, please affix two signatures in the indicated spaces (one for the purpose of overall acceptance of the clauses; one for the purpose of specific approval under Article 1341 of the Italian Civil Code).

URBAN VISION S.p.A.

For full acceptance and
acknowledgement of debt
the CLIENT:

(Please affix Company Stamp here with the name of the legal representative)

Signature of legal representative

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General terms and conditions of the service contract for advertising display by billposting

The Contract, having as its object the provision by Urban Vision of the service of advertising display by billposting, is governed by the laws regulating the matter, as well as by the following General Conditions, which form an integral and essential part of the said Contract.

Art. 1.- Urban Vision's Obligations.

1.1. Urban Vision undertakes to display, for the period indicated in the Offer and using the advertising means described therein, the advertising campaign created by the Client pursuant to art. 2. To this end Urban Vision undertakes, also through the collaboration of qualified third-party operators, to do everything necessary for the material realization of the said advertising display. It is not part of Urban Vision's obligations to realize the contents of the advertising display, which shall be delivered to Urban Vision by the Client in accordance with the timing and the terms indicated in Article 2.

1.2. Urban Vision undertakes to follow and/or assist the Client - where necessary - in the practices related to the application for authorizations, permits and/or clearances from the competent administrative authorities necessary under the law for the purposes of advertising display. It is understood that Urban Vision does not assume any guarantee towards the Client regarding the positive outcome of the above-mentioned practices.

1.3. Urban Vision is allowed to initiate the advertising display after the date agreed upon with the Client, without prejudice to Urban Vision's obligation to ensure a total display time equal to that agreed upon. Therefore, if the start of the advertising display is postponed from the date agreed between the parties, Urban Vision is obligated to extend the display service for an equal number of days so that the Client makes up for the days of missed display. This provision shall not apply in the event that the delay in the start of the display is due to the Client's failure to fulfill its obligations under Article 2 or in any case in which the delay is otherwise not attributable to Urban Vision.

1.4. In the event that the delay in the start of the advertising display is longer than 15 (fifteen) days, Urban Vision undertakes to notify the Client in writing, by means of communication that guarantees proof of delivery. In this case, the Client has the right to withdraw from the Contract by manifesting such will by written notice to be sent to Urban Vision, exclusively by registered mail with return receipt and/or pec and/or e-mail, within 7 (seven) days of the aforementioned notice from Urban Vision. The right of withdrawal is not entitled in the event that the delay is due to: *a)* force majeure under Article 1.7.; *b)* the delay by the competent public administration in issuing the necessary advertising authorizations under the law; *c)* the failure of the Client to fulfill the obligations under Article 2; *d)* in any case, to facts not attributable to Urban Vision.

1.5. If after the beginning of the advertising display it becomes necessary, whatever the cause, to temporarily interrupt it, Urban Vision will immediately notify the Client by means of communication that guarantees proof of receipt. In the event of suspension of the display for a period exceeding 15 (fifteen) days, the Client has the right to withdraw from the Contract by expressing such will by written notice to be sent, exclusively by registered letter with return receipt and/or pec and/or e-mail, to Urban Vision within 7 (seven) days from the above-mentioned notice of Urban Vision. The right of withdrawal is not entitled in the event that the delay is due to: *a)* force majeure within under art. 1.7.; *b)* the non-fulfillment by the Client of the obligations under Art. 2; *c)* in any case, to facts not attributable to Urban Vision. In the event of withdraw, Urban Vision shall be entitled to remuneration proportional to the actual duration of the display.

1.6. Without prejudice to the right of withdrawal established in Articles 1.4. and 1.5., under no circumstances shall the delay in the start of the advertising display or the momentary interruption thereof entitle the Client to claim, against Urban Vision or third parties, compensation for any damages and/or indemnity for any reason whatsoever and/or reimbursement of expenses and/or reduction of the agreed price.

1.7. Without prejudice to the foregoing, Urban Vision shall not, in any case, be held liable for the omission and/or interruption of advertising display in the event that the omission and/or interruption is due to force majeure. Force majeure shall be understood to include, but not be limited to, catastrophes, floods or other natural events, conduct or breaches of third parties, whenever this was not objectively avoidable or remediable by Urban Vision, wars, war conditions, sabotage, insurrections or civil unrest, acts of legislation or acts of authority and strikes, objective shortage of material or manpower; any other condition that prevents advertising display beyond Urban Vision's control. In the event of supervening impossibility of the advertising display after its start Urban Vision shall be entitled to remuneration proportional to the actual duration of the display.

1.8. If in the realization of the advertising display there are printing errors, defective reproduction of films, texts and illustrations, Urban Vision will be liable for them (only in the terms that will be immediately specified) only in case they are attributable to itself and, in this case, if they cause significant prejudice to the Client. In such cases, the Client may only request the repetition of the insert, being excluded, even in case of waiver of such repetition, compensation for any damages and/or compensation for any reason and/or reimbursement of expenses and/or reduction of the agreed price.

Art. 2.- Obligations of the Client

2.1. The Client undertakes to pay Urban Vision the consideration specified in the Offer no later than the due date and in accordance with the payment terms specified therein.

2.2. In the event that the Client fails to pay, in whole or in part, Urban Vision's invoices within the term indicated therein, or in the event of the Client's delinquency in relation to advertising services other than those covered by the Offer, Urban Vision reserves, at its sole discretion, the following rights: *i)* to suspend the advertising display; *ii)* to terminate the contract pursuant to art. 1456 of the Italian Civil Code; *iii)* to demand the proper execution of the Contract. This is without prejudice, in any case, to the Client's obligation to pay in full the price agreed upon in the Offer as well as to indemnify Urban Vision for any further damages suffered by the latter due to the non-payment(s).

2.3. The Client acknowledges that the consideration established in favor of Urban Vision in the Offer includes, in addition to the right to the advertising display, all that is necessary for the material realization of the advertising display, assistance and paperwork for obtaining the necessary authorizations for the display, related taxes (excluding any penalties), energy consumption, and any insurance that may be required by law.

2.4. On the other hand, the Client acknowledges that the consideration established in favor of Urban Vision in the Offer does not include: agency commissions; any expenses and/or charges related to the production of the contents of the advertising display as well as the related computer supports, which will remain the responsibility of the Client.

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2.5. The Client undertakes to send the graphic sketch related to the content of the advertising campaign subject of display and the related computer supports (print files) requested by Urban Vision, by the dates indicated in the Offer. Failure or delay in sending the same, if it results in a late installation, does not entitle the Client to recover the days of missed display. In any case, the Client remains obligated to pay, in full, the consideration indicated in the Offer.

2.6. In the realization of the content of the advertising campaign object of the display, the Client undertakes to comply with the criteria established in the Code of Self-Discipline of Commercial Communication as well as, in any case, to observe the mandatory rules on the subject and the principles of morality and public order. The Client also undertakes to conform the content of the advertising campaign to any indications and criteria imposed by the owner of the advertising space and communicated in advance by Urban Vision. It is acknowledged that Urban Vision has the right not to proceed with the display of the advertising campaign created by the Client if it deems in its sole discretion that the latter does not comply with what has just been established or if the owner of the advertising space requires changes to be made to the content of the advertising campaign. In this case Urban Vision must notify within 5 (five) working days of receipt of the advertising material the decision not to proceed with the display, indicating to the Client the changes necessary for this purpose. Delays due to Urban Vision's refusal to display the advertising campaign do not entitle the Client to recover the days of non-display. In any case, the Client remains obligated to pay, in full, the consideration specified in the Offer.

2.7. The Client represents and warrants that it has the full right to publish and distribute the entire advertising content delivered to Urban Vision for advertising display, without infringing the rights of third parties, including intellectual and industrial property rights. If the advertising concerns products, services whose advertising is regulated by specific regulations, the Client agrees to fully comply with them.

2.8. The Client agrees, in any case, to indemnify and hold Urban Vision harmless from any expense, cost or damage of any kind, including attorney's fees, that Urban Vision may incur with respect to any actual or threatened claim (including, without limitation, infringement of industrial and/or intellectual property rights, defamation, breach of confidentiality, misleading advertising or sales practices) arising from the advertising content provided by the Client and/or the Client's material that users may arrive at through the advertising campaign.

2.9. It is understood between the Parties that in the event that the Client, after the acceptance, does not intend to proceed with the publication of the campaign the same shall in any case be obliged to pay Urban Vision alternatively: a) 80% of the amount agreed and indicated at no. 4 above, if the cancellation is received by Urban Vision before the 90th (ninetieth) day preceding the date fixed for the first day of campaign display; b) 100% of the agreed amount and indicated in no. 4 above, if the cancellation is received by Urban Vision after the 90th (ninetieth) day preceding the date fixed for the first day of campaign display.

2.10. The Client hereby authorizes Urban Vision to assign the credit arising from the execution of this Contract to banks and financial intermediaries in the context of factoring transactions and/or advances/discounts on invoices.

Art. 3.- Resolutive condition

This Contract shall be terminated pursuant to Article 1353 of the Italian Civil Code in the event that the permits of the competent public authorities required by law for the purpose of advertising display are not issued, obtained or revoked. If the aforementioned condition occurs, the Client shall be liable to pay the consideration proportional to the actual duration of the display. In this case, it is understood between the parties that the Client shall not be entitled to claim compensation for any damages and/or compensation for any reason and/or reimbursement of expenses and/or reduction of the agreed price.

Art. 4.- Processing of personal data

4.1. The Client's personal data will be processed by Urban Vision, consistent with the provisions on personal data protection, only for the purpose of managing the Advertising Media Concession Contract referred to in the Offer.

4.2. The Client, by signing these General Terms and Conditions, gives its consent to Urban Vision for the above-mentioned processing of personal data, in particular allowing the indicated communications and to the possible dissemination of personal data through the advertisement.

Art. 5.- Tax Regime

5.1. The Contract is subject to registration only in case of use, and if registration is required, it will discount the fixed-rate tax pursuant to Presidential Decree No. 131/1986.

5.2. Stamp and registration fees, where due, will be sole responsibility of the Client.

Art. 6.- Law applicable to the contract. Completeness of the contract. Jurisdiction and place of jurisdiction

6.1. For any dispute that may arise between the Parties regarding the interpretation and execution of the Advertising Media Concession Contract, the Italian courts shall have exclusive jurisdiction and the competent court, pursuant to and for the purposes of art. 28 c.p.c., shall be exclusively that of Milan.

6.2. The Offer and these general conditions constitute complete and entire expression of the agreement of the Parties, and supersede any previous understanding, commitment, statement or agreement between them, whether written or verbal.

6.3. The contract is governed by Italian law.

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Urban Vision S.p.A.
In the person of
Daniela Valenza
Legal Representative

Client

(Please affix Company Stamp here with the name of the legal representative)

Signature of legal representative of the Client

Pursuant to and in accordance with Articles 1341 and 1342 of the Civil Code, it is hereby declared that I have well read and understood and I specifically approve the following clauses:

- 1.3. Faculty of Urban Vision to start the advertising display after the date agreed with the Client.
- 1.4. Faculty of withdrawal of the Client in the event that the delay in the start of display is longer than 15 (fifteen) days.
- 1.5. Faculty of withdrawal of the Client in the case of suspension of display for a period exceeding 15 (fifteen) days.
- 1.6. Exclusion of the right to damages and/or compensation for any reason and/or reimbursement of expenses and/or reduction of the agreed price in case of delay in the start of the advertising display or momentary interruption thereof.
- 1.7. Exclusion of Urban Vision's liability in case of failure and/or delay and/or suspension of agreed advertising display due to force majeure.
- 1.8. Limitation of Urban Vision's liability for printing errors, defective reproduction of films, text and illustrations, only when attributable to itself.
- 2.2. Right of Urban Vision to suspend advertising display or terminate the contract in case of non-payment or late payment of Urban Vision's invoices within 7 (seven) days from the date of their issuance.
- 2.5. Exclusion of Client's right to recover days of delayed advertising display due to failure or delay in sending advertising content.
- 2.6. Acknowledgement of Urban Vision's right not to proceed with the display of the advertising campaign created by the Client.
- 2.8. Customer's obligation to indemnify and hold Urban Vision harmless from any expense, cost or damage of any kind, including attorney's fees, incurred by Urban Vision with respect to any current or threatened claim.
- 2.9. Obligation to pay if the advertising campaign is cancelled.
- 2.10. The Client hereby authorizes Urban Vision to assign the credit arising from the performance of this Contract to banks and financial intermediaries in the context of factoring transactions and/or advances on invoices.
3. Termination condition in case of failure to obtain the necessary public permits for advertising display and in case of their revocation.
4. Authorization to process personal data.
6. Law applicable to the Contract: Italian. Jurisdiction in case of dispute: Italian. Election of the Court of Milan as the competent court to settle any dispute arising from the Contract.

Urban Vision S.p.A.
In the person of
Daniela Valenza
Legal Representative

Client

(Please affix Company Stamp here with the name of the legal representative)

Signature of legal representative of the Client

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