

ITALIAN EXHIBITION GROUP S.P.A. GENERAL CONTRACT CONDITIONS FOR THE PURCHASE OF GOODS/SERVICES

DATE: 14.3.2019

Regarding: Purchases by Italian Exhibition Group S.p.A. of tangible movable property (goods) or services.

1. DEFINITIONS AND CONSTRUCTION

1.1 In this document, the following terms shall have the following meanings:

"Goods" means movable tangible goods or Services to be delivered by the Supplier in accordance with the Contract;

"Customer": means Italian Exhibition Group S.p.A. purchaser who orders the Goods, Services or Work Products from the Supplier;

"General Conditions of Contract Italian Exhibition Group S.p.A. for the purchase of Goods/Services": These General Conditions for the purchase of goods/services;

"Delivery" means the execution of the delivery of the Goods/Services by the Supplier in accordance with the INCOTERMS 2010 DAP (agreed place as specified in the contract), unless otherwise specified in the Order;

"Contract": written contract, agreement or framework agreement, and/or Purchase Order for the purchase of Goods/Services, in all cases including and incorporating the General Conditions Italian Exhibition Group S.p.A. for the purchase of Goods/Services as reference applicable terms and conditions, which is agreed by the Supplier (either expressly by written declaration or implicitly fulfilling the Contract in whole or in part);

"Framework Agreement": a contract under which one or more Customers may place more than one Order;

"Customer's Data." the data and information acquired by the Supplier when preparing or executing the Contract, regardless of whether such data or information relates to the Customer, including but not limited to technical and commercial *know-how*, drawings, specifications, inventions, procedures or initiatives that are of a confidential nature, as well as data or information belonging to the Customer (i) relating to an identified or identifiable person or to a legal entity or to any other entity subject to data protection or privacy laws and regulations, and/or (ii) qualifying as "personal data", "personal information" or "personally identifiable information" within the meaning of applicable laws;

"Intellectual Property Rights." all property rights regarding the results of creations of the mind (intellect) and protected by law, including but not limited to patents, patent applications and related divisionals and continuations, utility models, industrial designs, trade names, trademarks, copyrights (relating to software source codes, documentation, data, reports, tapes and other materials that may be subject to copyright) and related applications, renewals, extensions, reinstatements, or ownership rights in the results created with the mind (with the intellect) that are protected by confidentiality, including but not limited to *know-how* and trade secrets;

"Supplier" means the party that provides the Goods/Services to the Customer in accordance with the Contract;

"Order" or "Purchase Order": Customer's order issued to the Supplier for the purchase of Goods/Services as specified in the Order, subject to the General Conditions Italian Exhibition Group S.p.A. for the purchase of Goods/Services, and the Contract as the case may be; an order may be

placed either (i) electronically, or (ii) in writing; in either case the Order shall contain a reference to the General Conditions Italian Exhibition Group S.p.A. for the purchase of Goods/Services;

"Party" means the Customer or Supplier;

"IPR Compensation" means the Supplier's reimbursement to the Customer of costs, claims, demands, liabilities, expenses, damages or losses (including but not limited to any direct, indirect or consequential damages, lost profits and reputational damages, and all interest, penalties and legal and professional costs, fees and expenses) arising from violations by the Supplier of Third Party Intellectual Property Rights;

"Services" means the services to be provided by the supplier in accordance with the contract;

"Order Variation" means a variation to the Order which alters, modifies, omits, adds or otherwise changes the Order or parts thereof.

2. APPLICATION OF CONDITIONS

2.1 The Italian Exhibition Group S.p.A. General Conditions for the Purchase of Goods/Services are the only conditions under which the Customer is willing to deal with the Supplier for the supply of the Goods/Services and will regulate the Contract between the Customer and the Supplier to the exclusion of any other condition, unless and to the extent otherwise expressly agreed in writing between the Customer and the Supplier.

2.2 None of the terms confirmed or delivered with, or contained in, the Supplier's offers, confirmations or acceptances of Orders, specifications or similar documents shall form part of the Contract, and the Supplier waives any rights which it may otherwise have to enforce such other terms, unless they are expressly accepted by the Customer.

2.3 The Customer's Order may specify a limited period of time for acceptance; upon expiry of such period without acceptance by the Supplier, the Order shall cease to be binding upon the Customer.

2.4 Any amendment to the Contract, including the General Conditions of Italian Exhibition Group S.p.A. for the purchase of Goods/Services, shall not be effective unless expressly agreed in writing and signed by duly authorised representatives of the Customer and the Supplier.

2.5 References in the General Conditions for the purchase of Goods/Services of Italian Exhibition Group S.p.A. to standards or regulatory provisions shall be interpreted as references to such standard or provision in force at the date of placing the Order, unless otherwise established by the Customer.

3. SUPPLIER RESPONSIBILITY

3.1 The Supplier shall deliver the Goods and provide the Services as follows:

3.1.1 in accordance with applicable laws and regulations;

3.1.2 in accordance with the quality standards set out in Clause 9.1 and specified in the Contract;

3.1.3 free of defects and third party rights;

3.1.4 on the expiry date specified in the Contract;

3.1.5 in the quantities specified in the Contract;

3.1.6 in accordance with all specifications, specified materials, workmanship and related documentation;

3.1.7 in conformity with the Customer's instructions, including but not limited to health, safety and environmental requirements and policies;

3.1.8 Suitable for particular purposes expressly or impliedly brought to the attention of the Supplier in the Contract or, in their absence, suitable for purposes for which Goods or Services of the same description or of the same or similar type would ordinarily be used.

3.2 The Supplier may not replace or modify any of the materials constituting the Goods or used for the provision of Services, or make any changes to the design of the Goods without the prior written consent of the Customer.

3.3 The Supplier shall ensure that the Goods are contained or packaged in accordance with customary practice for goods of the same kind or, in the absence of such practice, in a manner appropriate to preserve and protect the Goods until Delivery.

3.4 The Supplier shall present the invoices in a verifiable format, in compliance with the current mandatory local laws of the Supplier and the Customer, the generally accepted accounting principles and the specific needs of the Customer, containing the following minimum information: name, address and contact person of the Supplier, including contact details (telephone, email, etc.); invoice date; invoice number; Order number (same as in the Order); Supplier code (same as in the Order); Customer address; quantity; specification of Goods/Services; price (total invoice amount); currency; amount of taxes or VAT; tax or VAT number; Authorised Economic Operator's customs identification number and/or Authorisation of the Authorised Exporter, if applicable; payment terms.

3.5 Invoices shall be issued by the Supplier to the Customer separately from the dispatch of the Goods and/or Work Products and/or the provision of Services. Invoices must be sent to the billing address specified in the Order.

3.6 Expenses not agreed in writing by the Customer and accepted by the latter will not be reimbursed.

3.7 Services provided and charged on an hourly basis require written confirmation of the Supplier's attendance sheets by the Customer. The supplier shall submit the relevant time sheets to the Customer for such confirmation in due time. Confirmation of the sheets shall not be construed as acknowledgement of claims. The Customer shall not be obliged to pay invoices on the basis of time sheets which have not been confirmed in writing by the Customer.

3.8 The Customer may issue Order Variations to the Supplier to supplement, modify, omit, add to, or otherwise change the Goods, Services and/or Work Products ordered or any part thereof, and the Supplier shall make such reasonable Order Variations. The Parties will agree on the impact of Order Changes on the applicable prices. In no event may the Supplier suspend or delay the Delivery of Goods and/or Work Products or the provision of Services to the Customer. In the event of force majeure, Clause 16 shall apply.

3.9 The Supplier shall employ in its own name all the employees necessary to effectively provide the Goods/Services, who under no circumstances shall act as employees of the Customer.

3.10 The Supplier assumes full and exclusive responsibility for any accident or occupational disease occurring to its employees and subcontractors in connection with the provision of Goods/Services.

3.11 The Supplier shall be solely and exclusively liable for claims and/or legal actions undertaken by its employees and/or subcontractors and shall without limitation defend, indemnify and hold harmless the Customer for and against claims, proceedings, suits, fines, losses, costs and damages arising out of or in connection with claims and/or actions, and any failure to comply with the laws, regulations, codes of ethics, guidelines and other requirements of any government or government agency concerned, applicable to the Supplier, its employees or subcontractors, and the Supplier shall indemnify the Customer against any consequential damages or expenses of any kind. The Supplier undertakes to appear in court, if requested by the Customer, voluntarily and at its own expense, recognizing its position as sole and exclusive employer, and to provide the Customer with all the documentation and information required to ensure appropriate legal protection in court. The preceding sentence shall not apply if and to the extent that the liability or damage was caused by gross negligence or wilful misconduct.

4. CUSTOMER RESPONSIBILITY

4.1 In respect of Goods and/or Work Products delivered or Services provided by the Supplier in accordance with the terms of the Contract, the Customer shall pay the Supplier the purchase price set out in the Contract within the agreed payment terms, provided that the invoice complies with the

requirements set out in Clauses 3.4 and 3.5. In the event that payment terms are determined by applicable and mandatory law, such terms shall prevail.

4.2 If the Goods delivered or Services provided are subject to inspection, testing or acceptance by the Customer and/or its authorised representatives, no payment shall be payable before the results of such inspection, testing or acceptance are available and confirm that the Goods/Services comply with the Contract and the specifications and/or models supplied or recommended by the Customer to the Supplier.

4.3 The Customer reserves the right to offset such amount due to the Supplier, or to withhold payment in the case of Goods/Services not provided in accordance with the Contract.

5. DELIVERY, EXECUTION OF SERVICES

5.1 Unless otherwise agreed in the Contract, the Goods shall be delivered in accordance with INCOTERMS 2010 DAP, at the place of delivery specified in the Contract, or at the Customer's premises if the latter has not specified another place of delivery.

5.2 The Services will be provided at the place specified in the Contract or, if no such place has been specified, at the Customer's premises.

5.3 The Supplier shall provide, at the latest at the time of acceptance of the Contract, the following minimum information (unless otherwise requested by the Customer): references to production batches, shipment data, the date of the Order, the number of packages and their contents, the customs tariff codes of the country of delivery, and the countries of origin of all the Goods and/or Work Products to be delivered. Evidence of preferential origin as well as declarations of conformity and trademarks of the country of delivery or destination must be presented at the express request of the Customer. The Supplier shall indicate the exact and complete Order number communicated by the Customer on all invoices (in particular, but not limited to, commercial, pro-forma and customs invoices). The Supplier shall be fully liable for damage resulting from a breach of this obligation, in particular, but not limited to, damage resulting from delays.

5.4 The Goods and/or Work Products shall be delivered, and the Services provided, during Customer's normal business hours unless otherwise requested by the Customer.

5.5 Upon Delivery, the Supplier (or the forwarding agent appointed by the Supplier) shall provide the Customer, together with a delivery note, with all necessary export and import documents not mentioned in Clause 5.3. In the event that the Customer has approved partial delivery, this delivery note shall also include whatever remains to be delivered.

6. ACCEPTANCE

6.1 The Goods, Services and/or Work Products shall not be deemed to have been accepted by the Customer until the Customer has had reasonable time to inspect or test them after Delivery or, in the event of a defect in the Goods/Services not reasonably detectable during the inspection, within a reasonable time after such defect has become apparent. Any obligation of the Customer to inspect the Baggage/Services shall be limited to the quantity and type, and to visible defects or damage resulting from carriage.

6.2 The Parties may agree on a specific acceptance procedure, in which case the acceptance will be subject to an explicit written declaration by the Customer. The Supplier shall inform the Customer in writing within a reasonable period of time in advance when the Goods/Services are ready for inspection, testing or acceptance.

6.3 If any Goods/Services do not comply with Clause 3 (Supplier's Responsibility), or otherwise do not comply with the Contract, then, without limiting any other rights or remedies which the Customer may have under Clause 10 (Remedies), the Customer may reject the Goods, Services and/or Work Products and request their replacement in accordance with the Contract or recover all payments made to the Supplier.

7. LATE DELIVERY

If the Delivery of Goods or the provision of Services does not meet the agreed delivery date(s), in which case, without prejudice to any other rights to which the Customer is entitled, the Customer reserves the right to:

7.1 Terminate the Contract, in whole or in part;

7.2 Reject subsequent deliveries of the Goods and/or Work Products and the provision of Services that the Supplier attempts to perform;

7.3 Reject and/or return at the Supplier's expense any material that is incomplete or does not conform to the order.

7.4 Recover from the Supplier the reasonable costs incurred by the Customer in obtaining the substitute Goods, Services and/or Work Products from another supplier;

7.5 Claim damages for any additional costs, losses or expenses incurred by the Customer which are reasonably attributable to the Supplier's failure to deliver the Goods and/or Work Products and provide Services on the agreed delivery date;

7.6 Claim additional compensation in addition to the penalties as agreed in the Agreement.

8. INSPECTION

8.1 The Supplier shall permit the Customer and/or its authorised representatives, upon notice, during the Supplier's working hours to (i) inspect the Goods and/or Work Products and the Supplier's production facilities upon reasonable notice, and/or request samples to verify the respective Work Goods and/or Work Products, or parts or materials thereof, and/or (ii) inspect the provision of Services, and/or (iii) test the Work Goods and/or Work Products or parts thereof.

8.2 If the results of such inspections or audits cause the Customer to believe that the Goods, Services and/or Work Products do not comply or are unlikely to comply with the Contract or any of the agreed specifications, including all specified materials, workmanship and the like, documentation and quality requirements, or are not performed in accordance with generally accepted industry practices, procedures and standards, the Customer shall notify the Supplier and the Supplier shall immediately take all necessary action to ensure compliance with the Contract. In addition, the Supplier shall carry out any necessary additional inspections or checks at the Supplier's expense, at which the Customer shall be entitled to be present.

8.3 Notwithstanding any inspections or audits by the Customer, the Supplier shall remain fully responsible for the compliance of the Goods, Services and/or Work Products with the Contract. This applies whether the Customer has exercised its right to inspection and/or verification or not, and shall not limit the Supplier's obligations under the Contract. For the avoidance of doubt, in no event will inspection or verification of Goods, Services and/or Work Products by the Customer relieve the Supplier of, or limit, any of the Supplier's warranties or liabilities.

9. WARRANTY

9.1 The Supplier warrants that the Goods, Services and/or Work Products:

9.1.1 Comply with the Contract, including all specifications, specified material, workmanship and the like, documentation and quality requirements, or in the absence thereof, are provided or supplied in accordance with generally accepted industry practices, procedures and standards, and are suitable for the purposes for which the Goods/Services having the same type of description or being of the same or similar type, would normally be used, and maintain the functionality and performance expected by the Customer based on the information, documentation and declarations of the Supplier;

9.1.2 Are suitable for any particular purpose expressly or implicitly made known to the Supplier in the Contract;

9.1.3 At the date of Delivery, are new and have not previously been used;

- 9.1.4 Are free from defects and third-party rights;
- 9.1.5 Possess the qualities that the Supplier has presented to the Customer in the sample or model;
- 9.1.6 Comply with Clause 12 (Conformity, Integrity).
- 9.2 Unless otherwise stated in the Contract, the warranty period shall be twenty-four (24) months from delivery of the Goods, or acceptance of the Services.
- 9.3 In the event of non-compliance with the warranty provided under this Clause 9, the Customer shall be entitled to enforce the remedies set out in Clause 10 (Remedies) below.

10. REMEDIES

10.1 If the warranty obligations set out in Clause 9 (Warranty) are breached, or if the Supplier otherwise fails to comply with any of the terms of the Contract, the Customer shall notify the Supplier in writing of such breach and give the Supplier the opportunity to remedy the breach without delay. If the Supplier fails to remedy such breach within forty-eight (48) hours after receipt of such notice from the Customer, or within such other remedy period as the Parties may agree in writing, the Customer shall be entitled to one or more of the following remedies at its own discretion and at the expense of the Supplier:

- 10.1.1 to grant the Supplier another opportunity to carry out any further work necessary to ensure that the conditions of the Contract are fulfilled;
 - 10.1.2 to carry out (or commission a third party to carry out) any further work necessary to ensure that the Goods/Services comply with the Contract;
 - 10.1.3 to obtain the timely replacement of the defective Goods/Services with as many others in conformity with the Contract free of defects;
 - 10.1.4 to refuse to accept any additional Benefits/Services, but without exemption from the Supplier's responsibility for defective Benefits/Services provided by the Supplier;
 - 10.1.5 to demand compensation for any damages suffered by the Customer as a result of breaches of the Contract by the Supplier;
 - 10.1.6 to terminate the Contract, in which case the Customer shall not be obliged to indemnify the Supplier for any part of the Goods/Services already provided but not paid for, and the Supplier shall be obliged to return to the Customer any payments received from the Customer for the Goods/Services, and to take back the Goods/Services at its own expense and risk.
- 10.2 If Clauses 10.1.1, 10.1.2 or 10.1.3 apply, the entire warranty period set out in Clause 9.2 shall again become effective.
- 10.3 The rights and remedies available to the Customer and contained in the Contract are cumulative and do not exclude any other rights or remedies provided by law.

11. INTELLECTUAL PROPERTY

11.1 The supplier grants the Customer, or agrees to grant the Customer, a worldwide, irrevocable, perpetual, transferable, non-exclusive and royalty-free licence to use the intellectual property rights of the Goods.

11.2 The Supplier shall grant the Customer full ownership rights in any Intellectual Property in the Work Products arising from the Services for the duration of such rights, wherever they may be applicable worldwide. Furthermore, the Supplier agrees to execute, at the request of the Customer and at its own expense, all further documents and contributions, and to do whatever may be necessary to perfect the Customer's title to intellectual property or to register the Customer as the owner of the intellectual property in any register, including but not limited to governmental authorities in charge of registrations or private organizations in charge of registrations.

11.3 The Supplier shall not be prevented or prohibited from using its existing know-how or Works in the course of providing the Services.

11.4 If the Goods delivered, or the Services provided, infringe the Intellectual Property Rights of a third party, the Supplier shall, notwithstanding any provision to the contrary or otherwise contained in the Contract, provide IPR Compensation to the Customer. The IPR Compensation does not limit any further claims of the Customer to compensation. The supplier's obligation to indemnify the Customer as provided under this Clause shall not apply if and to the extent that liability or damage has been caused by the Customer's pre-existing Intellectual Property Rights conferred upon or implemented in the Goods, Services and/or Work Products.

11.5 If a breach is alleged against the Customer, the Supplier shall at its own expense, but at the Customer's discretion, (i) provide the Customer with the right to continue to use the Goods/Services; (ii) amend the Goods/Services in such a way that they cease to constitute a breach; or (iii) replace the Goods/Services so that they are no longer in breach of any rights.

11.6 If the Supplier is unable to comply with the Customer's request under Clause 11.5, the Customer shall be entitled to terminate the Contract, to demand the return of all sums paid by the Customer to the Supplier under the Contract and to claim compensation in accordance with Clause 11.1 and for any other costs, losses or damages in any way incurred.

12. CONFORMITY, INTEGRITY

12.1 The Supplier shall provide the Goods, Services and/or Work Products in accordance with all relevant laws, regulations and codes of conduct, guidelines and other requirements imposed by governments or government agencies. Where such regulations are indicative rather than mandatory, the standard of compliance to which the Supplier shall adhere shall be in accordance with generally accepted best practices in the relevant sector.

12.2 No material or machinery included in the Goods, Services and/or Work Products shall come from any company or country included in the relevant boycott lists published by the authorities of the country in which the Goods, Services and/or Work Products are to be used, or by any authority that otherwise has an influence on the machinery or material that is part of the Goods, Services and/or Work Products. If any of the Goods, Services and/or Work Products is or will be subject to export restrictions, it shall be the Supplier's responsibility to promptly inform the Customer in writing of the details of such export restrictions.

12.3 The supplier acknowledges and confirms that it has received a copy of the Customer's Code of Ethics, as well as the rules of conduct prescribed by the Procedures adopted, or that it has been informed of how to access the relevant documents online (<http://www.iegexpo.it>).

The supplier shall be obliged and agrees to fulfil its contractual obligations in accordance with the Code of Ethics and the Procedures adopted by the Customer, including, *inter alia*, all the requirements relating to the employment relationship, health, safety and environment specified therein.

12.4 Any breach of any of the obligations contained in this Clause 12 shall be deemed to be a serious breach of the Contract. Serious breach by either party shall entitle the other party to terminate the contractual relationship with immediate effect, without prejudice to any further rights or remedies provided for by such contractual relationship or by applicable law.

12.5 Notwithstanding any provision to the contrary in the Contract, the Supplier shall without limitation indemnify and hold harmless the Customer against any and all liabilities, claims, proceedings, suits, losses, expenses or damages arising out of or in connection with any breach of the foregoing obligations and termination of the contractual relationship, or out of any export restrictions not disclosed by the Supplier. In relation to export restrictions to be attributed solely to the Customer's use of the Goods/Services, such commitment shall apply only to the extent that the Supplier is aware or should reasonably have been aware of such use.

13. CONFIDENTIALITY AND DATA PROTECTION

13.1 The Supplier:

13.1.1 Unless otherwise agreed in writing, shall be obliged to observe confidentiality with respect to any data or information concerning the business, products and/or technologies of the Customer which the Supplier obtains in relation to the Goods, Services and/or Work Products to be supplied (whether before or after acceptance of the Contract). The supplier shall limit the dissemination of such material to its employees, representatives or subcontractors or other third parties who need to become aware of it in order to provide Goods, Services and/or Work Products to the Customer. The Supplier shall ensure that such employees, representatives, subcontractors or other third parties are subject to and comply with the same confidentiality obligations applicable to the Supplier and shall be responsible for unauthorised disclosure.

13.1.2 Shall provide appropriate safeguards, appropriate to the type of Customer Data to be protected, against unauthorised access to or disclosure of such Data and protect the Data in accordance with generally accepted standards of protection in the relevant industry, or in the same way and to the same extent as it protects its confidential data and proprietary information, whichever is the higher standard. The Supplier may disclose confidential information to "Permitted Additional Recipients" (meaning the Supplier's authorised representatives, including auditors, lawyers and consultants) provided that such Permitted Additional Recipients sign a confidentiality agreement with the Supplier with terms substantially similar to those considered herein or, where applicable, which are required for compliance with professional codes of conduct ensuring the confidentiality of such information;

13.1.3 Shall not (i) use the Customer's Data for any purpose other than the provision of Goods, Services and/or Work Products, or (ii) reproduce the Customer's Data in whole or in part in any form except as required by the respective contractual documents; (iii) disclose the Customer's Data to any third party, except to the additional Recipients permitted or with the prior written consent of the Customer;

13.1.4 Shall immediately inform the Customer of any suspected breach of data security or other serious incident or irregularity with the Customer's Data.

13.2 If the type of Customer's Data in question is particularly sensitive and therefore, from the Customer's point of view, requires a separate agreement of confidentiality and prohibition of disclosure, the Supplier agrees to enter into such an agreement if necessary. The above also applies to the protection of personal data which are not protected by Clause 13 and may require a separate data processing agreement based on applicable laws and regulations.

13.4 The obligations set out in Clause 13 shall continue to be applicable for an indefinite period of time and shall therefore remain in force beyond the expiry or conclusion of the Contract for any reason.

14. INDEMNITY

14.1 Unless required by law or unless otherwise agreed by the parties, the Supplier shall indemnify and hold the Customer harmless against all damage and losses incurred in connection with the Goods, Services and/or Work Products (i) for any breach by the Supplier of the terms of the Contract, and (ii) for any claim, except for the IPR Clause 11 (Intellectual Property), (ii) the amount of any claim brought by any third party (including Supplier's employees) against the Customer in connection with the Goods, Services and/or Work Products and to the extent that the related liability, loss, damage, injury, cost or expense was caused by, relates to or results from the Goods, Services and/or Work Products delivered by the Supplier and/or its subcontractors. If so requested by the Customer, the Supplier shall defend the Customer from any claims of third parties.

14.2 The Supplier shall be responsible for the control and/or management of all its employees, suppliers and/or subcontractors, and shall be liable for the actions, omissions, negligence or obligations of any of its employees, suppliers and/or subcontractors, agents, representatives or

workers in the same way as if they were the actions, omissions, negligence or obligations of the Supplier.

14.3 The provisions of this Clause 14 shall survive any performance, acceptance or payment under the Contract and shall extend to any substituted or replaced Goods, Services and/or Work Products delivered by the Supplier to the Customer.

14.4 The Customer reserves the right to set off any claims under the Contract against any amounts due to the Supplier.

15. TERM AND TERMINATION

15.1 The Customer may withdraw from the contractual agreement in whole or in part for reasons of expediency, by sending the Supplier thirty (30) calendar days' written notice. In such a case, the Customer shall pay the Supplier the value of the part of the Goods/Services already delivered but not yet paid for in addition to the proven direct costs reasonably incurred by the Supplier for the part of the Goods/Services not delivered and not paid for, but which shall in no case exceed the purchase price agreed for the Goods/Services under the relevant Contract. No further compensation shall be due to the Supplier. Compensation for expenses incurred in connection with the Goods/Services and not yet delivered will be expressly excluded.

15.2 In the event of breach of Contract by the Supplier, the Customer shall be entitled to terminate the relevant Contract if the Supplier fails to take appropriate action to remedy the breach within 48 hours as required by the Customer in accordance with Clause 10.1. In such a case, the Customer shall have no obligation to indemnify the Supplier for the part of the Goods/Services already delivered but not yet paid for and the Supplier shall be obliged to return to the Customer any fees received from the Customer for the Goods and to collect the Goods/Services at the Supplier's expense and risk.

15.3 The Customer shall be entitled to terminate the Contract with immediate effect by giving written notice to the Supplier in the event of an application or interim order, or a voluntary composition with creditors, or an application for bankruptcy or a declaration of bankruptcy being made against the Supplier or of circumstances arising which permit the court or a creditor to appoint a receiver, a judicial administrator or administrator or to present an order of dissolution or issue an order of dissolution, or other similar or equivalent proceedings being initiated against or by the Supplier because of its insolvency or as a result of a debt.

15.4 Upon termination, the Supplier shall immediately return to the Customer, securely and at the Supplier's expense, all the Customer's goods (including documentation, data, and retransfer/transfer of applicable Intellectual Property) and Customer information in the Supplier's possession or under the Supplier's control at that time, and provide the Customer with complete information and documentation relating to the Goods/Services already delivered or parts thereof.

16. FORCE MAJEURE

16.1 Neither Party shall be liable for any delay or failure to perform its obligations under the Agreement if such delay or failure to perform is due to an event of "Force Majeure". For the avoidance of doubt, Force Majeure means an event unforeseeable by the affected Party at the time of performance of the relevant Contract, which is unavoidable and beyond the reasonable control of the affected Party, and in respect of which the affected Party is not liable, provided that such event prevents the affected Party from performing its contractual obligations despite all reasonable efforts, and that the affected Party sends notice to the other Party within five (5) calendar days of the occurrence of the relevant Force Majeure event.

16.2 In the event of a Force Majeure event lasting more than thirty (30) calendar days, either Party shall be entitled to terminate the relevant Contract with immediate effect by giving written notice to

the other Party, without any liability whatsoever towards the other Party. Each Party shall make all reasonable efforts to minimise the effects of a Force Majeure event.

17. TRANSFER AND SUBCONTRACTING

17.1 The Supplier may not assign, subcontract, transfer or encumber the Contract or any part thereof (including any monetary claim on the Customer) without the prior written consent of the Customer.

18. COMMUNICATIONS/NOTICES

All communications shall be sent by registered letter, courier, fax or email to the address of the Party concerned as indicated in the Contract, by certified post or to such other address as that Party may have communicated in writing to the other Party for this purpose. Sending by email and fax expressly requires written confirmation by the receiving Party. Confirmations of electronic reading can in no case be considered as a confirmation of receipt of the communication. Electronic signatures shall not be deemed valid unless expressly agreed in writing by the Parties.

19. WAIVER

Failure to enforce or exercise, at any time or for any period, any provision of the Contract shall not constitute a waiver of the obligation to enforce such provision and shall not be construed as such, and shall not affect the right to enforce such provision or any other provision contained herein at a later date.

20. REGULATORY LAW AND SETTLEMENT OF DISPUTES

20.1 The Contract in question is governed by and shall be construed in accordance with Italian law. All disputes that may arise in relation to this Contract, its amending and executive acts, including those relating to its validity, effectiveness, construal, execution and termination, in the event that an amicable solution is not possible, which the Parties undertake to attempt, shall fall under the exclusive and binding jurisdiction of the Court of Rimini.

21. INVALIDITY OF THE CLAUSES

The invalidity or unenforceability of any term or right arising under the Contract shall not affect the validity or enforceability of the remaining terms and rights, and the Contract shall be effective as if the invalid, illegal or unenforceable term had been cancelled and replaced with a term having an economic effect similar to that of the cancelled term, if that were possible by another term.

22. ENTIRE AGREEMENT

The Contract constitutes the entire agreement and understanding reached between the Parties, and supersedes any prior agreement, contract or understanding between the Parties, whether oral or in writing, with respect to the subject matter.

23. RELATIONS BETWEEN THE PARTIES

23.1 The relationships between the parties are those of independence of the same parties dealing on market terms and nothing in the Contract shall be construed as constituting the Supplier as an agent or employee of the Customer or for the purpose of having any kind of relationship with the Customer, and the Supplier shall not be entitled to represent the Customer in that capacity.

23.2 It is expressly agreed that the Contract does not imply a relationship of dependence between the Customer and the Supplier, or between the Customer and the Supplier's employees assigned to the performance of the Contract. The Customer shall be exempt from any direct or indirect liability in respect of labour, social security or taxes in respect of the Supplier and its employees assigned to the supply of Goods, Services and/or Work Products under the Contract.

24. FURTHER COMMITMENTS

The Parties shall do and perform any further act that is reasonably required to give full effect to the rights conferred and the operations provided for in the Contract.

25. ORGANISATION, MANAGEMENT AND CONTROL MODEL AND CODE OF ETHICS PURSUANT TO LEGISLATIVE DECREE 231/01

The Customer has approved and adopted the Organisation, Management and Control Model pursuant to Legislative Decree no. 231 dated 8 June 2001 (hereinafter the "Model") and its Code of Ethics, which sets out the ethical principles to which it conforms in the performance of its activities. These documents are accessible in electronic form at www.iegexpo.it.

The Supplier declares that it is aware of the regulations set forth in Legislative Decree 231/2001, shares the values set forth in the Customer's Code of Ethics and the principles of the aforementioned regulations and intends to refrain from any conduct contrary to them in the execution of this contract. Any violation of these principles shall be deemed a breach of contract and therefore shall legitimate IEG to terminate the existing relationship pursuant to and for the purposes of Article 1456 of the Civil Code.

Supplier's signature: _____

The Supplier expressly accepts and approves the following clauses:

Clause 2 - Application of conditions;

Clause 3 - Supplier's liability;

Clause 4 - Customer Responsibility;

Clause 6 - Acceptance;

Clause 8 - Inspection;

Clause 10 - Remedies;

Clause 11 - Intellectual Property;

Clause 12 - Conformity, Integrity;

Clause 14 - Liability and Indemnity;

Clause 15 - Duration and Resolution;

Clause 16 - Force Majeure;

Clause 17 - Assignment and Subcontracting;

Clause 20 - Regulatory Law and Dispute Resolution.

Clause 25 - Organisation, management and control model and code of ethics pursuant to Legislative Decree 231/01

Supplier's signature: _____