

ACTIVATION TERMS FOR THE AF PLATFORM

Ge.Fi S.p.A. hereinafter referred to as "Ge.Fi", and the Exhibitor, also referred to as the "Company" and Ge.Fi and the Company, individually as the "Party" and jointly as the "Parties"

WHEREAS

- A) Ge.f.i organizes an annual exposition in Milan, called "L'Artigiano in Fiera", or "Artesans Fair", that will be held in the Fieramilano neighborhood, in Rho (Milan) from 2 December to 10 December 2017 (the "Event").
- B) Ge.f.i is the owner of an e-commerce platform, the Platform so-called "L'Artigiano in Fiera" (the "Platform AF") through which it makes certain available services that enable exhibitors participating in the marketing Event for the public via the Internet and its products.
- C) The Company has registered for the Event and has indicated its interest in using the services offered by Ge.Fi through the AF Platform, all set forth and subject to the following terms.

In light of the above, the Parties hereby agree as follows:

ARTICLE 1

CLAUSES AND ATTACHMENTS

- 1.1 The recitals (hereinafter the "Recitals") and the attachments (hereinafter the "Attachments") form a part of this Agreement (hereinafter the "Agreement"), which shall be interpreted in accordance with same.
- 1.2 For the purposes of this Agreement, the terms defined below shall have the following definitions, unless provided otherwise in the foregoing and following articles:

Virtual Shopping Cart

indicates the shopping cart located inside the Virtual Showcase necessary for the online purchase operations;

Product Catalog

Refers to the list of products marketed through the Virtual Showcase with the following information provided for each product:

- (I) the specific and detailed description of the product for sale, namely:
 - the dimensions,
 - colors,
 - technical and functional characteristics
 - information required by applicable law regarding whether it is Italian, EU or international and its own production, use and conservation
- (II) the Sale Price;
- (III) Its availability at the time of the order and the possible days before delivery if the Order is needed be re-stocked;

End Client

Customer acquiring a Product over the AF Platform;

General Terms and Conditions of Sale

All of the provisions governing the purchase and sale of the Product between the Company and End User, including the form of purchase and the right of withdrawal of the Final Client, prepared in accordance with the format set out in Annex 1.2;

Order Confirmation

Implies the electronic confirmation of the Order received by the Company, containing a summary of the general and specific conditions applicable to the purchase agreement and providing an itemization of the sale price, terms of payment, terms of withdrawal, delivery costs charged and applicable taxes;

Delivery Costs

Indicates the sum of Delivery Costs charged and the Plus;

Delivery Costs Charged:

Any expense and/or cost that shall be charged to the End Client for the transport and delivery of the Products to the address of the End Client;

Request for admission

Refers to the request to participate in the event and to activate the Virtual Showcase from the Company to Ge.Fi and containing the unconditional acceptance of the Company to the clauses of this Agreement;

Customs Costs

Customs duties and/or expenses that will be charged to the End Client.

Warehouse

Company warehouse where the Products will be stored

Order

Indicates the order form that is completed by the End Client in order to purchase the Products, indicating for each Product the Sale Price, the corresponding Delivery Costs Charged and the delivery methods and times for the products ordered;

Plus

the portion of the fees and/or costs for transportation and delivery of Products to the address of the End Client, which Ge.Fi has the right to add to the Product Price;

Price

the sale price of each Product indicated by the Company and to which Ge.Fi may add the Plus;

Sales Price

Implies the sale price charged to the End Client for each Product, including the Plus, net of Delivery Costs, possible Customs Costs and applicable taxes;

Products

Indicates the merchandise, exclusively handcrafted produced by the Company, in the categories indicated in the Application form and represented by a trademark in accordance with Italian law set forth in Articles 2569 – 2574 c.c. and Articles 7 and successive Legislative Decrees of 10 February 2005, No. 30, as well as Community and international law according to whether the products are Italian, from the European Community, or international;

Transportation

Indicates the carrier that may from time to time be requested by Ge.Fi to retrieve products purchased by the End Client from the Company Warehouse for delivery to the End Client;

Validation

Indicates the positive outcome of the verification by Ge.Fi that:

- (I) The graphic contents of all materials (photographic or text) in the Virtual Showcase comply with the criteria of Annex 5.1.2 and the provisions of Articles 5.1.6 and 5.4;
- (II) The Company markets its products exclusively through the Virtual Showcase;

Virtual Showcase

Virtual sales point created by Ge.Fi on its AF Platform and dedicated to the Company.

- 1.3 The terms defined that are in the singular are also understood to include plurals where the context so requires, and vice versa.

ARTICLE 2

PURPOSE OF THE CONTRACT

- 2.1 Ge.Fi shall, upon executing this Contract and upon payment of the amount due, provide the Company with the Services (defined below) to activate the Virtual Showcase over the AF Platform.
- 2.2 The Company is aware of the commercial potential generated by the use of the AF Platform, in accordance with the instructions that Ge.Fi will provide from time to time, within the scope of the Services and Marketing Services (as defined below) offered by it; the Company therefore agrees to operate according to the terms of the present Contract, offering Ge.Fi its maximum collaboration and supporting the commercial and strategic initiatives promoted by Ge.Fi, designed to increase the commercial potential of the AF Platform for the benefit of all its users.

ARTICLE 3

CONDITION PRECEDENT

- 3.1** Except for the provisions of Articles 3, 12 13, 14 and 15 which are immediately effective, this Contract is subject to the payment of all amounts due to Ge.Fi for participation in the Event (the Condition Precedent), no later than 31 October 2017 (the Confirmation Period).
- 3.2** The Parties mutually agree that the above Condition Precedent is in the interest of Ge.Fi, which has the right to waive said condition upon notice sent to the Company prior to the Confirmation Period.
- 3.3** In the event the above Condition Precedent is not satisfied within the Confirmation Period, then this shall be considered as no longer doable and the Contract between the parties shall be null and void in accordance with Art. 1353 of the Civil Code, except for Articles 3, 12, 13, 14 and 15 which shall remain in full force and effect; and the Parties shall have no further claims against the other, and shall be free of any responsibility of any kind with regards to the Contract. The Parties therefore expressly waive any claim that they may have against the other party and any additional cost to the parties, and the Company expressly waives the right to demand any amount as and for indemnification and/or costs and/or expenses. All of the above is without prejudice to any claims that may arise from any conducts that are a violation of Art. 1358 of the Civil Code.
- 3.4** Upon the occurrence of the Condition Precedent, Ge.Fi shall immediately notify the Company in writing, and this Contract shall immediately take full force and effect.

ARTICLE 4

SERVICES

- 4.1** The e-commerce services offered by Ge.Fi include:
- (I) Creation and management of the Virtual Showcase and the Virtual Shopping Cart;
 - (II) hosting of the Virtual Showcase over the Ge.Fi server;
 - (III) Provision of a monitoring system that allows the Company, among other things, to view all the Orders from the Virtual Showcase and to restock the Warehouse based on sales;
 - (IV) Routing Orders through various payment instruments (including but not limited to bank payment, COD, credit card payment, etc.)
 - (V) Provision of a system to immediately notify the End Client of acceptance of taking delivery of the Order;
 - (VI) Provision of a system to notify the End Client within 48 hours of acceptance of the Order by providing an Order Confirmation; (Hereinafter referred to collectively as the "Services").

ARTICLE 5

CREATION OF THE VIRTUAL SHOWCASE

- 5.1** Creation of the Virtual Showcase
- 5.1.1** Ge.Fi shall, throughout the life of this contract, provide a Virtual Showcase available to the Company over the AF Platform, so that the Products can be sold to the public, over the Internet Inside the Virtual Showcase, Ge.Fi will create an area exclusively reserved to the Company, which the Company will be able to access using the personal password provided to it by Ge.Fi ("Reserved Area"). The Company is aware that all activities and communication between Ge.Fi and the Company will occur through the Reserved Area.
- Therefore, the Company agrees to:
- (I) control access to the Reserved Area, ensuring the password provided by Ge.Fi remains secure and confidential;
 - (II) promptly inform Ge.Fi of any circumstance that may arise, such that it is believed that unauthorised third parties may have obtained possession of the password;
 - (III) regularly and in any case at least once per week, check the presence of any eventual communication by Ge.Fi inside the Reserved Area.

- 5.1.2** The Virtual Showcase shall be created directly by the Company, through a guided tour of its web page and will be personalized using graphics selected by the Company from among the designs offered by Ge.Fi and which are listed in Annex 5.1.2. In accordance with the above models, through images and texts converted into images, the Company will provide all information relative to the activities performed by it and to its Products, indicating the relative Price for each Product (collectively the "Information"). Subject to the subsequent paragraphs 5.1.6), 5.1.7) and 5.1.8), the Company henceforth authorises Ge.Fi to:

- (I) make formal changes to the informative contents provided by the Company as per the present article 5.1.2), in order that the Information complies with the descriptive methods used by the AF Platform and/or is compatible with the marketing actions performed by Ge.Fi as per subsequent paragraph 6.6);
- (II) add the relative Plus to the Price communicated by the Company, indicating the relative Sale Price of each Product in the Product Catalogue.

- 5.1.3** The Virtual Showcase will feature:

- (I) The Product Catalog;
 - (II) The Information;
 - (III) Publicity and promotional communication about the Products; and
 - (IV) The Virtual Shopping Cart;
- (Points (i) to (iv) inclusive shall be collectively referred to as the "Informative Material").

- 5.1.4** The Virtual Showcase shall be online by December 2, 2017 (the "Online Date:), upon Validation.

The Company shall therefore insert the Informative Material in the Virtual Showcase by October 31, 2017 (the End Date), in accordance with the instructions set forth in Annex 5.1.2, accessing the reserved area of the AF Platform and using the identification and password codes to be provided by Ge.Fi. After the End Date, Ge.Fi will no longer be able to guarantee that all the Informative Material inserted by the Company in the Virtual Showcase will be posted within the online upload date.

In the event the Informative Material inserted by the Company is not validated, then Ge.Fi shall inform the Company of same and the Company shall immediately replace the invalidated information. In this case Ge.Fi will not be able to guarantee the publication of the Virtual Showcase within the online upload date.

- 5.1.5** After the online upload date the Company can update the contents of the Virtual Showcase, modifying and adding Informative Material according to the form and terms indicated in Annex 5.1.2 (I) and (II) (the "Updates"). Said updates shall be uploaded exclusively if and when they successfully pass the Validation.

- 5.1.6** The Company guarantees that any information and/or images included in the Virtual Showcase is an original, except for any extracts from copyrighted materials that may be included with the written permission of the owner; said copyrighted materials shall likewise acknowledge the source and existence of the permit. The Company agrees to respect all current provisions with respect to any information inserted by the Company in the Virtual Showcase, which may serve as commercial publicity.

The Company agrees that it is solely responsible for the accuracy and truthfulness of the information and data contained in the Informative Materials and in the Updates, and it assures that said information and the Products are legally available, do not violate any current standards of copyright, trademark, distinctive signs, or any other third party rights.

In any event, the Company agrees that it shall not enter the Informative Materials in the Virtual Showcase and/or Updates with content: (i) that may directly or indirectly violate any current laws (including regulations) of Italy or any other State; (ii) references to other websites and/or e-commerce sites other than the AF Platform, even if these can be referenced to the Company.

5.1.7 The Company retains ownership of the information entered in the Virtual Showcase, and accepts the broadest responsibility for their content. It is expressly understood for this purpose that Ge.Fi assumes no responsibility for the content, legality, nature, quality and accuracy of the information submitted by the company in the Virtual Showcase, and the Company expressly releases Ge.Fi from any responsibility and duty to verify and /or control said information.

The Company therefore agrees to indemnify and hold Ge.Fi harmless from any loss, damage (direct and / or indirect, contractual and / extra contractual), liabilities, costs, charges and expenses, including legal fees, that it may incur as a result of any breach by the Company of its obligations hereunder and the guarantees provided by it in this Article 5) or connected to the information published on the Virtual Showcase, including damages claimed by third parties for any reason.

5.1.8 The Company, as exclusive owner of all the rights to use its trademark, hereby grants Ge.Fi the right to use and enjoy the trademark for commercial purposes that are directly and/or indirectly connected to the sale of the Products over the AF Platform, therefore granting Ge.Fi the right to reproduce the Informative Material and Updates and their eventual modifications as per articles 5.1.2(i) and (ii), as it deems appropriate.

Ge.Fi agrees to use the trademark solely for the above mentioned commercial purposes, and agrees that said use shall be in good faith.

Finally Ge.Fi agrees that it will not reproduce and/or forge the trademark, either in whole or in part, and it shall not grant the use of the same and any of the Company's trademarks in general to third parties, except to the extent allowed by the present Contract, granting these, even if without charge, in the form of sublicenses and/or for use.

5.2 Suspension and / or interruption of the online publication of the Virtual Showcase and / or AF platform

5.2.1 In the event that Ge.Fi becomes aware or deem, in its sole discretion, that the Company has violated or is violating the provisions set forth in paragraph 5.1.6) above, then Ge.Fi reserves the right to suspend and / or discontinue the online publication of the Virtual Showcase, with no prior notice to the Company, with no refund and/or compensation and/or damages due to the Company.

5.2.2 Ge.Fi likewise reserves the right to terminate the online publication of the Virtual Showcase, without prior notice to the company, should it become aware or in its sole discretion deem that one of the following circumstances has occurred or is occurring:

- (I) use online sales services that constitutes a danger or threaten the stability of the server that hosts the AF platform that could cause damage to Ge.Fi and / or third parties;
- (II) abnormal traffic and traffic that could prevent normal service and online sales over the AF Platform;
- (III) notice by any public authority or other third parties to Ge.Fi of an illicit, improper or other use by the Company and/or third parties that violates the laws or regulations then in effect, with regard to the online sales services offered over the AF Platform.

5.2.3 Ge.Fi may suspend the online publication of the Virtual Showcase, without notice to the Company, in order to provide maintenance, update and/or modify the above noted web site. The Company for said purposes notes that the above suspensions or disconnections are required given the nature of the service provided through the AF e-commerce platform; therefore, Ge.Fi cannot be held responsible in any way for the temporary suspension of the service offered.

5.2.4 In any case, Ge.Fi will not be liable to the Company and/or third parties for damages, losses and costs, malfunctions, suspension and/or interruption of the AF platform and/or the Virtual Showcase due to unforeseeable circumstances and/or events of force majeure.

5.2.5 It is implied that in all cases of the suspension and/or interruption of the online availability of the Virtual Window and/or the AF Platform, governed by the present article 5.2, the Company shall not be entitled to any form of reimbursement and/or indemnity and/or compensation.

5.3 Product warranties, Company liability and indemnification

5.3.1 The Company is the sole owner of the purchase and sale report relating to the Products with the End Client. Ge.Fi is therefore not involved with this report and with any objections that the End Client might raise about the latter. The Company declares and warrants that the Products sold in the Virtual Showcase:

- (I) shall be free of defects and/or faults, and of the quality promised and indicated in the Catalogue, offering all the guarantees of the law relating to title,
- (II) are not harmful products to the health or the well-being, which will all be equipped with the necessary authorizations and certifications to market them in Italy and Europe and - if both parties will establish so in writing in the future, country by country - even in the rest of the world, that they will not be products made from the exploitation of human labor or child labor, and that they will all be covered by the manufacturer's warranty, (the warranties referred to in paragraphs (i) and (ii), the "Warranties").

5.3.2 For the effect of the provisions of paragraph 5.3.1, the Company shall be liable for any direct and / or indirect contract and / or tort, suffered by Ge.Fi in relation to:

- (I) Faults and/or defects in the products; and/or
- (II) Failure of the Products to comply with the Guarantees; and/or
- (III) Failure of the products to comply with the descriptions given in the Products Catalogue; and/or
- (IV) Failure of the Products to comply with current standards, including regulatory standards.

(the circumstances set forth in points (i) to (iv) above are defined collectively as the "Non-conformities").

The Company therefore agrees effective immediately to indemnify and hold Ge.Fi harmless for any damages, costs and expenses, including legal, incurred by Ge.Fi in connection with any claim and/or complaint and/or application and/or proceeding that may be filed by the End Clients and/or third parties in general, for any reason, for any non-conformity of the products in relation to the Products and / or operation and / or on account of any Non-conformity of the Products.

5.4 Other commitments by the Company

(I) For the entire duration of the present Contract, the Company agrees not to commercialise, neither directly nor indirectly and nor through other e-commerce sites, its Products at a lower price with respect to the Price and/or using methods that prove to be ameliorative with respect to those offered to End Clients through the AF Platform.

(II) For the entire duration of the present Contract and for the [two years] subsequent to its expiry and/or dissolution (irrespective of the responsible party) and/or loss of effectiveness, the Company agrees, on behalf of itself and its collaborators and/or employees, not to commercialise or publicise information relative to the operation of the AF Platform and/or strategic development strategies of the AF Platform that have either been implemented or are in the process of implementation ("Confidential Information"), and agrees not to use the Confidential Information for marketing or publicity or promotional purposes other than those previously agreed to in writing with Ge.Fi.

ARTICLE 6 OTHER SERVICE PROVISIONS

6.1 Hosting Service

6.1.1 Ge.Fi during the life of this Agreement grants the Company the right for non-exclusive use of the Ge.Fi servers that are permanently connected to the internet, in order to accommodate the AF Platform Virtual Showcase.

6.2 Customer Care Service

6.2.1 Ge.Fi agrees to provide support, using its own means and personnel, to the End Clients that use the AF Platform and access the Virtual Showcase over a customer care server (the Customer Care").

6.2.2 Customer Care shall be accessible by the End Clients via [telephone number and email address dedicated to said service and indicated in the Virtual Showcase].

6.2.3 Customer Care shall provide:

- (I) Assistance to End Clients during the online acquisition operations for the Products, by providing the End Client with all information related to the Product, the sales service and operation and the means of exercising their right to withdraw and/or return any defective products (the Returns) Said information shall be clear, comprehensive and provided in the manner deemed most appropriate.
- (II) Assistance to the End Client in compiling orders, signing the General Conditions for Sale and delivery of the products purchased;
- (III) Management of any problems related to any possible complaints and/or claims by End Clients;
- (IV) Returns management (see paragraph 6.4 below).

6.2.4 The Company is well informed of the fact that any activities involving Customer Care will be carried out by Ge.Fi based on the information that the Company will provide to Ge.Fi. Therefore, the Company undertakes from now on to work closely with Ge.Fi so that the latter can carry out Customer Care activities in a profitable and efficient manner. In particular, the Company agrees to promptly identify and, in any way possible, on a daily basis, requests from Ge.Fi, providing full cooperation and exempting and holding Ge.Fi harmless from any and all claims and / or demands made by End Clients in respect to any incorrect information provided by Customer Care, unless Ge.Fi is exclusively responsible.

6.3 Delivery Service

6.3.1 All activities related to shipping and delivery of the Products to the End Client (hereinafter the "Logistics Services") shall be the sole responsibility of Ge.Fi, which shall provide the Carriers.

6.3.2 The Company has been informed that the Logistics Services will be provided only some geographic areas, reported by Ge.Fi before the On Line date and updated from time to time (the Geographic Areas). The Company therefore hereby accepts that sales of the Products is limited to the Geographic Areas, and this does not give the Company rights to reimbursement and/or compensation and/or damages of any kind or grounds for termination and/or rescission and/or annulment of this Agreement.

Ge.Fi in performing the Logistics Services agrees to use all appropriate means to carry the Products and all the equipment that may be necessary to assure that the products are delivered to the end customer in the geographic region, and within the time indicated in Annex 5.1.2 (the "Delivery Times").

Ge.Fi shall make provide the End Clients with the Products ordered over the AF Platform, via the Carriers designated by it, as specifically stated in the Order confirmation, which shall likewise specifically state that the delivery times are merely approximate and not set in stone.

6.3.3 At the same time that an indication made by the company and listed in the Order Confirmation about availability of the Products ordered, the Company will notify Ge.Fi the day on which the products purchased can be collected by the Carrier at the Warehouse (the "Day of withdrawal").

Once the information concerning the day of withdrawal is received, Ge.Fi communicates the name of the carrier that will be going to the warehouse to take delivery of the products listed on the Order Confirmation pursuant to paragraph 6.3.4). This shall include:

- (I) Name of the Carrier; the day of the withdrawal will be identified by the way in which the Carrier, in accordance with the Delivery Schedule, can deliver the Products purchased to the address of the End User in accordance with the delivery terms specified by the Company in the Order Confirmation.
- (II) If on the day of the withdrawal, the Company fails to deliver to the Carrier one or more of the products mentioned in the relevant Order Confirmation, Ge.Fi shall charge the cost of the Carrier. It is expressly agreed that Ge.Fi will be compensated for these costs with all or part of any surplus (as defined below).

6.3.4 The Company agrees to:

- (I) deliver each product contained in the Order Confirmation to the Carrier on the scheduled pick-up day, each suitably packaged according to the methods described in the Order Confirmation and provided with all the relevant documentation (for example but not limited to: the warranty, a description of the product's function and any claim relative to its asserted level of quality and safety certification).

It is understood that:

- (a) delivery to the Carrier shall be deemed as having taken place only once the Products indicated in the Order Confirmation have been loaded onto the Carrier's transportation means at the expense of the Company;
- (b) in the event that the non-compliance of the packaging provided by the Company with respect to that indicated in the Order leads to an increase in the Delivery Costs and/or Customs Costs indicated in the Order Confirmation ("Additional Costs"), this amount shall be at the exclusive expense of the Company;
- (II) use the distinctive signs that will be provided by Ge.Fi from time to time, for the packaging of each Product listed in the Order Confirmation.

6.3.5 Ge.Fi reserves the right to verify and inspect the packaging of the Products, and is exempt from any liability with regard to same. The parties agree that the Carriers shall be responsible for any hazard and/or deterioration in the Products from the moment that they have been received at the Warehouse, and until the Products have been received by the End Client (the Period).

6.3.6 The Parties likewise agree that during the Period, Ge.Fi and/or the Carrier shall not in any event be held responsible for deteriorations in the Products, in the following cases:

- (I) Changes in the Products;
 - (II) Errors or omissions in the Product packaging by the Company;
 - (III) Faults and/or defects in the Products caused as a result of the loading of the products by the Carrier;
 - (IV) Inaccurate or incomplete information provided by the Company regarding the Products and the form of shipping;
 - (V) Individual characteristics of the Products not revealed by the Company.
- Any deterioration of the Product as listed above shall be returned to the Company in the form and under the terms provided in Paragraph 6.4 (iii) below.

6.4 Returns

6.4.1 Returns shall be managed by Ge.Fi. Ge.Fi will through Customer Care receive all information relating to withdrawals and/or cancellations by End Clients of the purchase agreement between the Company and the End Client and/or restitution of the Products acquired by the End Client; and it shall proceed as indicated below:

- (I) In the event the End Client has exercised its right to withdraw from the purchase of the Products under the terms and using the methods provided by the law, Ge.Fi shall notify the Company, managing relations with the End Client through Customer Care;
- (II) If the End Clients returns the products for any of the Changes found in the Products purchased, Ge.Fi will organize the withdrawal of the Products from the End Clients and their return to the Warehouse. The Company shall be exclusively responsible for the costs of shipping the products to the Warehouse, as indicated in the General Sales Conditions.
- (III) If however the Products are not withdrawn by the End Clients after the purchase (for example if the End Client is unavailable, or refusal or delay in withdrawal of the product), then Ge.Fi will organize the return of the Product to the Warehouse and as indicated in the General Sales Conditions, at the exclusive cost of the End Client.

6.5 Administrative Services

6.5.1 Upon execution of this Agreement the Company promises, and Ge.Fi accepts that Ge.Fi will perform the following administrative services in the name and stead of the Company:

- (I) Collect the Sales Price and other amounts due from the End Client as Delivery Costs Charged and taxes [from a dedicated checking account];
- (II) In all cases listed in Paragraph 6.4.1(i) and 6.4.1(iii), return to the End Clients amounts paid for the delivery of Products returned to the Warehouse, net delivery costs, and issue the related accounting receipts/credit notes;
- (III) Issue receipts for the sale of Products and/or invoices, as requested by the End Client. Management of the [current dedicated account] where the End Client will pay the Sales price and further sums due in respect to delivery costs and charges, and from which it will be transferred in favor to the Company any Possible surpluses (as defined below) pursuant to the provisions of Article 7.5;

In all the cases referred to in paragraph 6.4.1 (i) and 6.4.1 (iii):

Return to the End Client all the amounts paid net of delivery costs and expenses for the transport of products returned to the Warehouse,

- Performing the necessary data issuance of accounting / credit notes receipts;

Perform daily communication of all necessary data in order to comply with its legal obligations of related transactions (issuing of receipts / invoices / tax documents);

- (IV) In the event that the End Client requests the issue of invoices from the Company for the product purchased, the preparation of the format of the invoice shall be in accordance to the special section dedicated in the Virtual Showcase. It is understood that the Company must, within 48 hours after sending the Order Confirmation:

(a) Validate the format of the invoice request by entering the tax data, verifying that it respects all legislation and, if necessary, modify it accordingly, and

(b) Deliver, on the Day of Withdrawal, to the Carrier the original invoice validated in accordance with paragraph (a) and with products purchased as well. The Company now accepts and recognizes Ge.Fi as having the right to suspend, without the Company being entitled to a refund and / or compensation and / or damages of any kind, the online publication of the Virtual Showcase and transfer to the Company any surplus (as defined below) still due, until the invoice required by the End Client is delivered to the latter.

6.5.2 Without prejudice to the administrative service offered by Ge.Fi, and however agreed that, with respect to the sale of the Products, the Company is the sole responsible of the price of the product and any duties and / or taxes, as well as the payment of all taxes, duties and fees, and the compilation of statements and notices required in relation to direct and indirect duties and taxes. The Company acknowledges and agrees that Ge.Fi is not obligated to determine whether VAT or other taxes and / or duties apply to the sale of Products and Ge.Fi is not responsible for the collection, remittance or complaints regarding VAT or for other taxes arising from such sales. The Company presently accepts electronic invoicing for VAT purposes according to a format and delivery methods to be determined by Ge.Fi.

6.6 Marketing Services

6.6.1 In order to promote the visibility of the AF platform and to increase the number of visits by potential end clients to the Virtual Showcase, Ge.Fi will provide the following services, among others, and this shall not represent an obligation for Ge.Fi to perform the following activities for the Company:

- (I) SEO services (Search Engine Optimization), i.e. activities that include optimization, indexing and positioning of the AF platform at the top of the online search engines;
- (II) establish links dedicated to the AF platform on Internet sites that host social networks and enable visitors of those websites to access the AF platform and the Virtual Showcase contained therein,

(III) establish a link on the main page of the Ge.Fi website that grants direct access by visitors to the event to the AF platform and the Virtual Showcase contained therein;

(IV) promote the AF platform activities through flyers, posters advertising etc.; (Services (i) to (iv), shall hereinafter be referred to as the "Marketing Services").

6.6.2 Ge.Fi will implement and manage the Marketing Services in the manner prescribed in Appendix 5.1.2.

6.7 Customer Service and Monitoring

6.7.1 For the duration of this Agreement, Ge.Fi will:

(I) Provide the Company with references to whom the company can contact to coordinate the inclusion of Marketing Materials and/or Updates in the Virtual Showcase;

(II) will monitor access to the Virtual Showcase, the progress of the sale of Products and any eventual complaints by End Clients, in order to allow the Company to make the most suitable decisions regarding the exhibition and promotion of its Products, as well as those regarding compliance with tax laws associated with sales volumes achieved;

(III) Monitor stock held in relation to the number of orders received from End Clients, alerting the Company in the event of a lack of inventory;

(IV) Periodically supply the Company according to the appropriate amounts of Products present in the Warehouse, with the distinctive marks to be used by the Company while packaging the Products.

6.8 Commercial initiatives

6.8.1 Ge.Fi may propose, whether directly or through partners, commercial initiatives to the Company with characteristics different to the commercialisation model offered to the Company in the present Contract, and also geared towards improving the visibility of the AF Platform for the benefit of its users and the commercial possibilities of the Company in foreign markets ("Commercial Initiatives").

All Commercial Initiatives will be communicated by Ge.Fi to the Company through the publication of relative conditions, including economic ones, inside the Reserved Area ("Proposal").

The Proposal will be published inside the Reserved Area and will remain there for at least [30] days. For as long as the Proposal is published in the Reserved Area, the Company will have the possibility to examine it, consequently adhering to and accepting the terms and conditions contained therein. It is implied that the Proposal shall be considered accepted by the Company in the event that, following the publication of the Proposal and for as long as it remains inside the Reserved Area, the Company implements acts that constitute the execution of the commercial initiative contained in the Proposal.

Therefore, the Company reiterates its commitment, assumed as per the preceding article 5.1.1), to carefully check on a weekly basis all communication received inside its Reserved Area.

ARTICLE 7

COMPENSATION AND FORM OF PAYMENT

7.1 The Company agrees to pay to Ge.Fi, for the services provided pursuant to this Agreement:

(I) the sum of Euro 0.30 plus VAT if applicable, for each type of product shown in the Virtual Showcase (the "Listing Fee").

(II) an amount equal to 15% of the Price of each Product (the "Transaction Fee"), unless otherwise agreed to by the Parties.

7.2 The Company will pay Ge.Fi the Listing Fee, by October 31. Said fee may also be deducted from the sums which Ge.Fi may owe to the company on sales made. In the event there are no sales, said fee will be paid by the company by wire transfer.

- 7.3** Ge.Fi will provide the Company, by the 15th day of the month following each two months, with an analytical report containing information on the following, for the previous two months:
- (I) of the products sold to End Clients through the AF Platform, and for each Product sold, of the relative Sale Price and Delivery Costs Charged, of the Plus and of taxes;
 - (II) Returns and related repayments to End Clients, less the costs of withdrawal;
 - (III) Amounts due to the Company for collection costs for the Products contested by the End Clients, referred to in paragraph 6.4 (ii) (the "Defective Product Return Costs"), (The "Statement").
 - (IV) The Statement will be sent to the Company by the 15th day of the second consecutive month following the period of the statement (among others: Ge.Fi will send the Company a statement of sales made in January by the 15th day of the month of March).
- 7.4** The Company shall notify Ge.Fi, in the form described in paragraph 13.7, of any dispute that it may have regarding the contents of the Statement. Said notice shall be made within 15 days of receipt of the Statement, and after said period has transpired with no notice made, the statement will be considered as having been accepted. The Parties agree that in case of dispute, the payment of the Consideration (as defined below) for the transfer in favor of any surplus from the Company (as defined below) shall be suspended until the parties reach an agreement on the same or such disputes are not settled definitively by the competent authority.
- 7.5** Ge.Fi, within 30 days after receipt of the Statement by the enterprise and in the absence of objections under paragraph 7.4, in favor of the Company will pay the amounts paid by customers for the net purchase of Final Products:
- (I) delivery costs charged
 - (II) of the Plus
 - (III) Costs shown in the Defective Product Return Statement
 - (IV) The costs incurred for the collection of the Products and indicated in the Statement,
 - (V) Fee transacted on products that will be sold and the Cash Flow Return (the "Products Sold during the Month"),
 - (VI) any taxes due by Ge.Fi and relating to the transacted Fee payable for the Products Sold during the Month,
 - (VII) Any Listing Fee which has not yet paid by the Company, ("Any surplus").
 - (VIII) of eventual Additional Costs
- The amounts referred to in points (i) to (vi) will be retained by Ge.Fi under this Agreement and for same services performed by Ge.Fi, without anything being required in any way by the company.
- 7.6** Should the company request that Ge.Fi provide services in addition to the Marketing and/or other Services, the amount of compensation, reimbursements, expenses and all other amounts due to Ge.Fi for providing such additional services shall be specifically agreed on by the parties.

ARTICLE 8 PERSONAL DATA PROTECTION

- 8.1** All information supplied by the Company, including video and audio files, shall be handled for the purpose of fulfilling the contract and the law as per the Privacy Code (Legislative Decree no. 196 of 30th June 2003) both in written and electronic form by the person in charge, who may have access only to the data necessary to manage the activities entailed by the requested service. The data shall be stored for the period of time necessary to fulfil the scopes for which the data has been collected and subsequently handled. The persons that may become aware of the Company's personal data include internal administrative staff, goods and services sales staff, accounting and invoicing staff, as well as staff responsible for the management and maintenance of processing and IT systems. The data may be communicated to companies that collaborate with Ge.Fi. S.p.A., or disclosed to third parties, only in order to fulfil the necessary contractual requirements, to provide the services offered in the AF Virtual Showcase Platform, for administrative type operations (invoicing), statistical purposes (in an anonymous form), commercial and promotional activities (including the

publication, even online, of catalogues and/or virtual showcases), marketing activities, or to fulfil legal obligations. The afore-mentioned data is necessary and if lacking, may result in the impossibility of the Company to provide the services associated with the AF Platform and Virtual Showcase. Based on this informative note, the Company provides its consent to Ge.Fi. for its data to be handled for the intended purposes or methods. The Company is entitled to the rights afforded by art. 7 of Legislative Decree no. 196/2003; specifically, the right to access its own personal data, to request it to be rectified, updated or deleted if incomplete, incorrect or collected in breach of the law, as well as to oppose its handling for legitimate reasons, making a specific request to the data controller, Gabriele Alberti, Managing Director of Ge.Fi. S.p.A. (Viale Achille Papa, 30 – 20149 Milano, tel. 02-31.911.911 – fax 02.31.911.920- email: artigianoinfiera@gestioneffiera.com).

- 8.2** Ge.Fi agrees to collect and process the personal data of End Clients in accordance with the regulations set by Legislative Decree 30/06/2003 No. 196, implementing, as owner of the data, all the security measures and control measures to prevent their complete or partial alteration, destruction or loss, and any unauthorized access or handling that is not in accordance with the commercial purpose for which said data will be released by the End Clients to Ge.Fi via the relevant software for this AF Platform application.

ARTICLE 9 DURATION

- 9.1** This Agreement shall become effective the date of its execution until the day before the start of the 23rd edition of the event "AF-L'Artigiano in Fiera", with no tacit renewal required for same.

ARTICLE 10 TRANSFER VETO

- 10.1** The Company shall not assign this Agreement and/or any rights (including credit) deriving here from, without the prior written consent of Ge.Fi.

ARTICLE 11 TERMINATION OF THE AGREEMENT

- 11.1** Ge.Fi has the right to terminate this Agreement in accordance with the provisions of Art. 1456 and following of the Civil Code, upon verification of any of the following circumstances:
- (I) breach of the obligations set forth in paragraph 5.1.6) of the Contract;
 - (II) violation of its obligations set forth in Section 5.3.1) of the Contract;
 - (III) breach of the obligations set in Article 5.4) of the contract;
 - (IV) breach of the obligations set forth in paragraph 5.6.4) of the Contract;
 - (V) violation of the prohibition of the assignment referred to in Article 6.5.1) of the Contract;
 - (VI) violation of the prohibition of the assignment referred to in Article 10) of the Contract;
 - (VII) failure of the Company to participate in the Exhibition and/or failure of the Company to perform the obligations undertaken by it upon executing the rules for the participation in the Event.
- All without prejudice to the right to demand specific performance of the obligations breached and greater damage.

ARTICLE 12

EFFECTS OF TERMINATION AND/OR ANNULMENT

- 12.1** Termination and/or annulment of this Agreement does not:
- (I) Involve the termination of the provisions necessary to interpret this Agreement;
 - (II) Affect the rights, obligations and/or liabilities accrued prior to the date of annulment and/or termination of this Agreement.
- 12.2** In the event of termination of this Agreement:
- (I) The Company shall not use the distinctive marks provided by Ge.Fi on the Product packaging;
 - (II) The Company shall within the following 15 days return all the remaining distinguishing marks to be used on the packaging to Ge.Fi, at its own cost;
 - (III) Ge.Fi shall immediately disable the Virtual Showcase.

ARTICLE 13

GENERAL PROVISIONS

- 13.1** This Agreement supersedes and replaces, without exception, any prior statement of intent, agreement, covenant and agreement, oral and written, between the Parties.
- 13.2** Ge.Fi may make changes to the contents of this Contract at any time. In the event of changes to the Contract, these shall be published in the reserved area of the Company, inside the Virtual Showcase. These will enter into effect on the [15th] day following their publication in the event that by such day, Ge.Fi has not received notification by the Company using the methods described in subsequent article 13.7, of non-acceptance of the proposed changes. Therefore, the Company guarantees that it will carefully check all communication received inside its reserved area.
- 13.3** The headings of the articles of the Agreement have been placed for the sole purpose of facilitating reading and, therefore, they should not be considered in the interpretation of the same.
- 13.4** Terms defined in the Agreement are used with the specific meanings ascribed to them herein, and shall be taken into account in interpreting the stipulations of the Contract.
- 13.5** The invalidity of any individual provisions of this Agreement shall not affect the validity of the entire Agreement or other provisions hereof, without the agreement of the Parties to replace the invalid clause with any stipulations that may be equivalent.
- 13.6** Any tolerance by one of the parties of the behaviors of the other that is a breach of the provisions of the Agreement shall not constitute a waiver of rights regarding the provisions breached or the right to demand complete compliance with all the terms and conditions set forth herein.
- 13.7** Any notice required or permitted by the Contract shall be made in writing and shall be deemed effectively and validly served:
- (a) upon receipt if sent by registered mail with return receipt (unless confirming a previous notice sent by fax);
 - (b) if made by fax, at the time of transmission as evidenced by appropriate certificate emitted by the sender;
 - (c) upon receipt of confirmation of transmission if sent by certified mail; as long as it is addressed to the addresses indicated in the Application Form, or to any other address and/or fax number and/or PEC address that the Party shall notify the other of after the date of signing the Contract; understanding that the addresses indicated above or later indicated by the Parties shall be the domicile for all purposes related to this Agreement, including to any legal notices.

ARTICLE 14

APPLICABLE LAW AND COURT OF COMPETENT JURISDICTION

- 14.1** The present Contract shall be governed and interpreted in compliance with Italian law.
- 14.2** The Parties agree that any dispute between the Parties, deriving from or caused by the Agreement, including but not limited to those relating to its validity, effectiveness, interpretation, execution and termination, shall be resolved exclusively by the competent Court of Milan excluding any other competing court.

ARTICLE 15

ANNEXES

The following Annexes are attached to this Agreement:

- Appendix 1.2: General Terms and Conditions of Sale
- Appendix 5.1.2: layout of the Virtual Showcase, instructions for entering data in the Virtual Showcase and forms of implementing and managing Marketing Services, Delivery Times.
- The Company, after carefully reading the above, pursuant to Articles. 1341 and 1342 of the Civil Code, specifically agrees with and approves the following articles: Art. 3 (condition precedent); § 5.1.4 (insertion of information in the Virtual Showcase, suspension of the visibility of the Virtual Showcase and surrender by the Company of actions and/or claims); § 5.1.6 (warranties relative to Informative Material and Updates); § 5.1.7 (ownership of the information published in the Virtual Showcase, Ge.Fi's exemption from liability and indemnification of Company); § 5.1.8 (ownership and availability of the brand); art.5.2 (suspension of the online publication of the Virtual Showcase and/or the AF platform and Ge.Fi's exemption from liability); art.5.3 (Product Warranties, Company Liability and Indemnification) § § 6.2.4 (Company's obligation to collaborate with Customer Care and Indemnification); § 6.3.2 (non-essentiality of Delivery Terms); §§ 6.3.5 and 6.3.6 (delivery of Products to the Carrier and Ge.Fi's exemption from liability); § 6.4 (management of Returns); § 6.5 (administrative services and tax declarations); art. 7 (amount owing, method of payment); art. 10 (prohibition of transfer of Contract and associated rights); art. 11 (dissolution of Contract); art. 12 (effects of the dissolution of the Contract); § 13.2 (changes to Contract); art. 14 (applicable law and court of competent jurisdiction).