

GENERAL REGULATIONS

The “together we grow” “deal” between Ge.Fi. spa and enterprises

I) INTRODUCTION

Ge.Fi. Spa is a service company that operates on the global market to encourage the growth of artisans and small enterprises.

It researches, selects and promotes businesses that produce authentic, original and high-quality products.

The company is interested primarily in organisations whose concept of work and economics is focused on respect for people, raw materials and the local area.

GE.FI. Spa's intention is to bring these ideals to the forefront of the market and public opinion.

To achieve this aim, Ge.Fi. Spa has identified three main tools:

- **Artigiano in Fiera**, the most important exhibition in the world (business to consumer) dedicated to artisans and small enterprises;
- **Artigiano in Fiera Live**, the digital platform that runs alongside the event, enhancing visibility and sales opportunities;
- **Artimondo**, the online store of artisan excellence, operational in five languages (Italian, English, French, Spanish and German);

GE.FI. Spa wishes to draw up a deal with selected businesses to encourage reciprocal development and common growth.

II) THE FUNDAMENTAL CONDITIONS ARE AUTHENTICITY, ORIGINALITY AND QUALITY

Since the very first Artigiano in Fiera trade fair, which took place in 1996, Ge.Fi. Spa has been committed to guaranteeing the reliability of the enterprises taking part and the quality of the products on display to the fair's visitors.

This same commitment has been applied since 2014 in evaluating the enterprises included on the Artimondo e-commerce platform.

Over the last few years much has changed and continues to change, both at international level and in how the enterprises themselves have developed. Being a member of the Register of Artisans, or any similar European or international register, is not in itself a guarantee of authenticity.

For these reasons Ge.Fi. Spa is committed to carrying out checks on workshops and enterprises wishing to take part in its initiatives. This system of inspection also applies to stands at the trade fair and to online shops on the e-commerce platform.

GE.FI. Spa selects enterprises that can guarantee the authenticity, originality and quality that set their products apart.

These characteristics are absolutely fundamental for selection and can be summarised as follows:

- **Authenticity**: the products correspond to their descriptions and do not feature any form of imitation, forgery, falsification or adulteration;
- **Originality**: the products have their own unique characteristics that set them apart from others;
- **Quality**: this set of product characteristics reflects the values that best represent the local area, traditions (including innovative traditions) and a way of working with raw materials that is respectful of natural processes and the environment.

The enterprises selected are micro-businesses or small enterprises (with an annual turnover of less than €10 million) in a framework that includes artisans, agricultural enterprises and small manufacturers.

The term “artisan” does not refer exclusively to artistic activities and should be interpreted in the broadest sense. Serial production is permitted, provided the above criteria are met.

The selling of third party products is allowed as long as they are produced by artisans or small enterprises that cannot attend the event directly and that have given exclusive rights to the sale of their products. The level of production may be broad and diverse and various market proposals, at different prices, may co-exist.

Any medium and large enterprises present are “sponsors” that use the event for on-site marketing activities.

III) A COMMON GOAL

In the general context of an increasingly global and uniform economy, Ge.Fi. Spa and the enterprises selected share an important common goal: that authenticity, originality and quality, the definitions of artisan, agricultural and small enterprises, should be at the forefront of the market and public opinion. The primary purpose of the proposal is to promote a different type of economy, one that is not based solely on profit but that seeks to protect nature, value local areas and place the individual at the heart of its activities.

A transparent relationship and loyalty between the parties are essential conditions for the deal and for working together. In order to grow together, effective cooperation and a common goal are essential.

Ge.Fi. Spa is committed to carrying out a careful selection process and will take responsibility for any mistakes. In the event of a breach of this deal, which constitutes an integral part of the General Regulation, Ge.Fi. will immediately take action proportionate to the gravity of the violation, including closing the stand or the online shop or terminating the commercial deal, reserving the right to take legal action.

In turn, the enterprise will participate and cooperate actively, accepting responsibility for any misleading or improper behaviour on its part.

IV) GE.FI. SPA'S COMMITMENTS

Ge.Fi. Spa pledges to:

- 1) **select** enterprises that guarantee authenticity, originality and quality, as defined above;
- 2) **promote** the enterprise and products, to the greatest extent possible, taking into account their suitability for the tools and the market themselves;
- 3) **communicate**, to the greatest extent possible, the content and value of the enterprises and products, using all available channels, both on- and off-line, both in the traditional press and on social networks.

Ge.Fi. Spa also commits to suggesting the best possible conditions to help businesses make the best use of the tools provided. It cannot, however, guarantee any result from participation.

V) THE ENTERPRISES' COMMITMENTS

The enterprise pledges to guarantee the originality, authenticity and quality that were agreed and verified by the parties.

These characteristics are guaranteed both during production and in all commercial activities (trade fair, e-commerce, international activity).

The enterprise pledges never to submit, in any way or for any reason, products that do not correspond to what has been declared and agreed. Infringement of these commitments will immediately lead to exclusion from any on-going common activities and GE.FI SPA will take any civil or penal action necessary to protect the project.

Where other companies are represented, having been authorised by Ge.Fi. Spa, the enterprise will clearly communicate the companies' details (in the case of the Artigiano in Fiera trade fair, directly at the stand). The enterprise pledges to cooperate positively and effectively to ensure a successful event.

The enterprise pledges to present itself in the best possible light at all times, whether at the fair or online, in accordance with guidelines and suggestions received from Ge.Fi. Spa.

Any parties who participate collectively or who coordinate other companies are directly responsible for selecting the companies and will cooperate actively with GE.FI. SPA in accordance with the objectives of the project.

GENERAL REGULATIONS

1. NAME AND TYPE OF EXHIBITION, VENUE, DATE AND OPENING HOURS

- 1.1** The name of the Exhibition is as follows: "AF- L'ARTIGIANO IN FIERA", 25th International Crafts Selling Exhibition (hereinafter referred to as the "Exhibition") and it will be held at Fieramilano at Rho (Milan, Italy) from 5 December to 13 December 2020. Entrances: Porta Est (East gate), Porta Ovest (West gate), Porta Sud (South gate).
- 1.2** The opening hours for the general public are 9.45 am - 11.00 pm. Exhibitors (as defined below) and their staff should be present at their stands each day up to an hour before opening and up to an hour after closing.

2. ORGANISERS AND COLLABORATING ENTITIES

- 2.1** The Exhibition is organised by Ge.Fi. S.p.A., whose offices are in Viale Achille Papa, 30, Milan, Italy (VAT and registration number in the companies register of Milan: 11402090150) - Phone: +39-02-31.911.911, fax: +39-02-31.911.920, e-mail: craftsfair@gestione fiere.com.
- 2.2** The Exhibition is being held with the collaboration of the following:
- C.G.I.A., Confederazione Generale Italiana dell'Artigianato (General Italian Confederation of Handicrafts)
 - C.N.A., Confederazione Nazionale dell'Artigianato (National Confederation of Handicrafts)
 - C.A.S.A., Confederazione Autonoma Sindacati Artigiani (Independent Confederation of Handicraft Unions)
 - C.L.A.A.I., Confederazione Libere Associazioni Artigiane Italiane (Confederation of Independent Italian Handicraft Associations)

3. DEFINITIONS AND ATTACHMENTS

- 3.1** For the purposes of this contract (the "Regulation"), the following terms shall have meanings assigned to them as follows:
- **Attachments:** shall have the meaning set out in Article
 - **Deposit:** has the meaning set out in Article 10.1
 - **APP:** indicates the official Exhibition APP;
 - **Artigiano in Fiera Live:** service primarily dedicated to Exhibitors and regulated in annex 2 of these General Regulations;
 - **Artigiano in Fiera Live Annual:** service regulated in annex 4 of these General Regulations;
 - **Artigiano in Fiera Online:** service regulated in annex 3 of these General Regulations;
 - **Fee:** has the meaning set out in Article 9.1
 - **Admission Application:** means the admission application that a requesting party makes for participation in the exhibition as an Exhibitor.
 - **Request for activation of Artigiano in Fiera Live:** indicates the application submitted by the Applicant to use the Artigiano in Fiera Live service;
 - **Request for activation of Artigiano in Fiera Live Annual:** indicates the application submitted by the Applicant to use the Artigiano in Fiera Live Annual service;
 - **Exhibitor:** means an enterprise that is admitted to the exhibition as an exhibitor
 - **Milan Fair:** means Fiera Milano S.p.A.
 - **Exhibition:** "AF-L'Artigiano in Fiera", 25th International Crafts Selling Exhibition
 - **Organiser:** means Ge.Fi. S.p.A.
 - **First Due Date:** means 30 September 2020
 - **Fiera Milano Area:** means the entire fair site located in Rho (Milano)
 - **Registration fee:** has the meaning defined in article 9.5
 - **Regulations:** means these regulations
 - **Technical regulations:** has the meaning defined in article 26
 - **Exhibiting Sectors:** defined as per Annex 1
 - **Stall Manager:** has the meaning defined in article 26
 - **Applicant:** natural or legal person that asks to participate in the Exhibition and eventually use the Artigiano in Fiera Live service;
 - **Summary:** has the meaning defined in article 12.1
 - **Balance:** has the meaning defined in article 10.2
 - **Second Due Date:** means 31 October 2020
- 3.2** The attachments to the regulations ("Attachments") are an integral and substantial part of the regulations.

4. ADMISSION REQUIREMENTS

4.1 In order to exhibit at the Exhibition, the following requirements must be satisfied:

- a) Artisan companies (Italian and foreign) must be lawfully registered in the Register of Artisan Companies held at the Chamber of Commerce (or equivalent body for foreign companies). Each Applicant must provide proof of registration with the Register of Artisan Companies (or other similar entity for foreign companies), submitting, together with the Application Form, a recent certificate of registration, or, (only for EU citizens), self-certification, pursuant to Presidential Decree 445/2000 and subsequent amendments and/or integrations.
- b) All the enterprises, including those that participate via joint participation entities, agents and representatives, must be consistent with the criteria set out in "The Agreement between Ge.Fi. SpA and the small enterprises for growing together" and produce goods and services that are included in the product categories ("Product Categories") attached to these regulations (Attachment 1);
- c) In the case of entities exhibiting in a collective form (consortiums, public entities, territorial public entities, etc.), the exhibiting companies must be individually identified, with an indication of their company name.
- d) Companies that exhibit through representatives or agents must be individually identified, with an indication of their company name. Representatives and agents must, upon request by the Organiser, prove their qualification as an exclusive representative or agent for Italy.
- e) Italian and non-Italian companies that import and/or export artisan products, on the condition that the products are consistent with the criteria set out in "The Agreement between Ge.Fi. SpA and the small enterprises for growing together". If requested by the organising body, import-export companies must provide documentation for the producers whom they represent the products are eligible to exhibit;
- f) Subjects that are producers and distributors of goods and services, as provided for by point Home services of the Exhibiting Sectors, are also allowed to exhibit.
- g) Food products are allowed at the Exhibition only if properly packaged. Activities for the serving and preparation of food and beverages, sandwiches and similar are only allowed with the prior consent of the Organiser and **only if the latter deems these necessary**. The carrying out of activities not expressly authorised or foreseen may lead to the immediate closure of the booth, exclusion from subsequent editions of the Exhibition and a request for further damages as per the indications of article 6.3. In any case (without prejudice to exceptions), the presence of food products in the context of collective institutional booths must not exceed 20% of the total reserved area.

h) Artisan companies must never have been the subject of a provision for exclusion from any previous editions of the Exhibition.

4.2 All applicants must provide suitable documentation to prove and document their business activities. This obligation is also applicable to company representatives, agents and for companies that are participating as part of a joint participation entity.

4.3 The Organisers reserve the right to admit the following:

- a) exhibitors who, although lacking the required administrative requirements, manufacture original products which may be similar to handicraft products;
- b) voluntary no-profit organisations (ONLUS) exhibiting handicraft products they manufacture directly;

4.4 The Organisers reserve the right to invite producers of goods and services from different product category industries as sponsors of the event.

4.5 In any case, the Organiser may refuse admission to the Exhibition if it deems, at its sole discretion and without the obligation to state its reasons, that the Applicant does not meet the eligibility requirements or in any case if the conditions for admission do not exist. Refused admission to the Exhibition may not give rise to any claim for damages in any capacity.

5. ACCEPTANCE OF GENERAL REGULATIONS, SUBMISSION OF APPLICATION FORM WITH OPTIONAL REQUEST TO USE ARTIGIANO IN FIERA LIVE SERVICE, NON-ACCEPTANCE OF APPLICATION FORM

5.1 The Application Form can be completed on the website <https://afexhibitors.artigianoinfiera.it> and the reserved area by inserting one's login details (username and password) and following the procedure described therein, which will allow the Applicant, among other things, to optionally submit, by and no later than 30/09/2020, in addition to the Application Form, also the request for activation of the Artigiano in Fiera Live service, a service primarily dedicated to Exhibitors and regulated in annex 2 of these General Regulations (Annex 2). Only applicants that have opted to also submit the request for activation of the Artigiano in Fiera Live service (or, in the event the Exhibition is cancelled, also Exhibitors registered for the Artigiano in Fiera OnLine service pursuant to the following article 30.0), may decide, in addition and at their discretion, to submit a request for activation of the Artigiano in Fiera Live Annual service, regulated in annex 4 of these General Regulations (Annex 4).

5.2 The submission of the Application Form using the procedure described in the reserved area constitutes unconditional acceptance of these Terms and Regulations and the Fiera Milano Technical Terms and Regulations (which can be viewed on the AFexhibitors personal page).

5.3 Admission Applications may not contain reserves, or conditions of any kind, and they must reach the Organisers by 30 September 2020 (the "First Due Date"). After the first due date has passed, Admission Applications will only be considered if there is any space availability.

5.4 Application Forms received by the Organiser before the First Deadline may not be considered valid and admissible if, within 7 days after submitting the Application Form, the Exhibitor does not send the Organiser proof of payment of the Deposit (as defined in these General Regulations) and all mandatory documentation requested by the Organiser.

5.5 Applications by companies belonging to a collective group must be submitted electronically using the link sent by the booth owner to each of the companies participating in the collective group. Once the admission form has been completed, the company will be asked to specifically accept all articles of these Terms and Conditions. Following said acceptance, the company will receive a confirmation email to which the company must respond in accordance with the instructions indicated therein. The Organiser will consider the Application to have been submitted once this response has been received.

5.6 Payment of the Deposit and subsequent issue of the relative invoice does not constitute acceptance of the Application Form by the Organiser. In case of non-acceptance of the Application Form, the entire sum paid by the Applicant to the Organiser shall be refunded, with the Applicant's express renunciation of any further amounts in the form of damages and/or compensation and/or expenses and/or interest.

6. PRODUCTS ON DISPLAY

6.1 All products present in the stands in the Italy, Europe and Countries around the world areas must be:

- (I)** authentic, original, high-quality and made exclusively by artisans;
- (II)** included in the categories shown in the Products Categories List as per Attachment 1 and described in detail by the Exhibitors in the specific box in their Admission Applications;
- (III)** represented by a trademark according to the Italian legislation in the art. 2569 - 2574 civil code and art. 7 of Leg. Decree February 10th, 2005, n. 30 (Industrial Property Code), and according to the EU and international legislation, depending on the Italian, EU or international nature of the same.

6.2 The Exhibitors, including their representatives and agents, may not present merchandise, goods, or services that are different from those written in their Admission Applications. For this purpose, during the exhibition the Organisers will carry out a series of checks at all the stands to verify that the products on show, or the services being offered, comply with the declarations made in Admission Applications.

6.3 Alternatively, in the event the product display:

- (I)** that are industrially produced or inconsistent with "The Agreement between Ge.Fi. and the small enterprises for growing together"; and/or
- (II)** Manifestly counterfeit products; or in any case
- (III)** is found not to conform to the detailed description reported in the Application Form in violation of the rules referred to in this paragraph:
 - a)** the contractual relationship governed by these Terms and Regulations shall be terminated by right pursuant to article 1456 of the Italian Civil Code by way of written communication by the Organiser;
 - b)** the Organiser may proceed with the immediate closure of the booth without the obligation for prior notice;
 - c)** the Organiser and Fiera Milano shall have the right to withhold all sums referred to in the following article 9 (Fee, Registration Fee) or to claim them if not yet paid, and moreover a **penalty shall be owed to the Organiser equal to three times the Fee, the Registration Fee** and the Adjustment due by the Exhibitor following receipt of notification of their booth number;
 - d)** the Organisers may exclude the Exhibitors from future editions of the Exhibition.

6.3.1 In particular, in regards to the hypothesis referred to in paragraph 6.3, it is understood that the above:

- (I)** constitutes a faculty and not an obligation for the Organiser;
- (II)** is adopted by the Organiser exclusively to protect visitors' trust and the commercial reputation of the Exhibition.

6.4 Food and beverage exhibitors are in any case obliged to comply with all legal and regulatory provisions, and in particular:

- I)** comply with current directives (national, terms & regulations and of those of the Municipality of Rho);
- II)** obtain any necessary authorization by the local health authorities;
- III)** comply with an specific regulations that will be communicated by the Organisers;
- IV)** use a Plexiglas or glass protective barrier to ensure hygiene if the products are in bulk format;
- V)** ensure the availability of fridges to guarantee that products are kept at the temperatures required by the law, in relation to fresh products;
- VI)** refrain from selling/serving alcoholic beverages to minors and the mentally ill;
- VII)** refrain from selling/serving alcoholic beverages at times other than those indicated by the Organiser;
- VIII)** sell/serve alcoholic beverages only from within their own stand, to subjects that consume said beverages inside the stand itself.

In the event the Exhibitor fails to comply with the obligations in the previous points from (I) to (VIII):

- a)** the Organiser may have the booth immediately closed, without the obligation for prior notice, without the Exhibitor having the right to claim damages and/or compensation and/or reimbursement of costs, and may

proceed to file the necessary reports to the competent authority;

- b) the Organizer may prevent Exhibitors from participating in subsequent editions of the Exhibition; and
 - c) the contractual relationship governed by these Terms and Regulations shall be terminated by right and the Organizer and Fiera Milano shall have the right to withhold all sums referred to in article 9 (Fee, Registration Fee, Adjustment) or to claim them if not yet paid, and moreover a **penalty shall be owed equal to three times the Fee**, the Registration Fee and the Adjustment due by the Exhibitor following receipt of notification of their booth number. Without prejudice to the above, it is furthermore implied that the Exhibitor has sole responsibility for the sale/serving of alcoholic beverages, as well as for any eventual problems, even those relative to public order, created by persons to whom the Exhibitor has sold/served said beverages. The Exhibitor henceforth agrees to hold harmless and release from responsibility the Organizer and Fiera Milano, for any adverse consequences and for damages claims of any type, filed by any party or parties, arising out of: (x) facts/omissions carried out by a persons to whom the Exhibitor has sold/served alcoholic beverages; (y) the sale/serving of alcoholic beverages; (z) the eventual failure of the Exhibitor to fulfil the obligations described in points (I) to (VIII).
- 6.5** Exhibitors that prepare, transform and cook food inside the Exhibition's pavilions must have an hub with exhaust fan and relative channel for the external expulsion of smoke. The possibility of carrying out this activity depends on the identification of an external exit point in the best possible position. The exhibitor shall be responsible for any relative expenditure. It is implied that eventual malfunctions, improper or unsuitable uses of the extraction hoods, even if only notified to/by the Organizer, shall result in the Exhibitor's obligation to immediately suspend food transformation and cooking activities, notwithstanding in any event, the Organizer's right to close the booth without giving rise to any Exhibitors' right to damages and/or compensation and/or reimbursement of costs.
- 6.6** Exhibitors undertake to display products in their booth in an orderly and clean manner, in compliance with the exhibition guidelines that will be provided by the Organizer. In the event Exhibitors breach the above described obligation:
- I)** the Organizer may have the booth immediately closed, without the obligation for prior notice, and the Exhibitor shall not have the right to claim damages and/or compensation and/or reimbursement of costs;
 - II)** the Organizer may prevent Exhibitors from participating in subsequent editions of the Exhibition;
 - III)** the contractual relationship governed by these Terms and Regulations shall be terminated by right and the Organizer and Fiera Milano shall have the right to withhold all sums referred to in article 9 (Fee, Registration Fee, Adjustment) or to claim them if not yet paid, and moreover a **penalty shall be owed equal to three times the Fee**, the Registration Fee and the Adjustment due

by the Exhibitor following receipt of notification of their booth number.

- 6.7** The Exhibitor shall release the Organizer of all liability inherent to the serving of food and beverages to visitors of the Exhibition; the exhibitor also undertakes to release and hold harmless Ge.Fi. Spa from any obligations and/or responsibilities for any eventual damage to persons or things that may be incurred while carrying out the service, due to malicious or negligent facts or omissions that may occur while the service is being carried out. Specifically, the exhibitor shall organise the service, assuming all consequent responsibilities also in terms of workplace safety; therefore, any eventual accidents that may occur while carrying out the above-mentioned service shall be at your total expense, with Ge.Fi. Spa released and held harmless from all responsibility. Ge.Fi. Spa is therefore completely removed from any employment relationships or works contracts under way for any reason between the Exhibitor and third parties, including for the purposes of workplace safety.

7. PRODUCT SALES

- 7.1** Pursuant to Regional Law no. 6 of 2010, displayed products can be sold during the exhibition, with immediate delivery to the public. If they sell products, Exhibitors are obliged to comply with current regulations in terms of the fiscal certification of transactions (fiscal receipts or invoices) in accordance with the requirements of the certification methods they choose.
- 7.2** Exhibitors from EU countries must comply with the Italian legislation in force. In particular, they will have to perform either (I) direct identification or (II) appoint a tax representative before the Exhibition. A verification with a tax advisor is strongly recommended for the above mentioned procedures.
- 7.3** Exhibitors from non EU countries must appoint a tax representative and comply with the Italian law on the subject. A verification with a tax advisor is strongly recommended for the above mentioned procedures.
- 7.4** It is obligatory for all exhibitors to clearly display the prices of all products on sale.
- 7.5** Some goods such as, but not limited to, ceramics, hardwood floors, security systems, air conditioning systems, etc... can be exhibited by the Exhibitor in the stand only by written agreement with the Organizer and exclusively provided that these goods are instrumental to the promotion of the craftsmanship (laying, installation, etc...). The display and promotion of products inconsistent with "The Agreement between Ge.Fi. and the small enterprises for growing together" is in any case forbidden, failure to comply will result in the closure of the stand.
- 7.6** All Exhibitors undertake to:
- (I)** to keep their booth open from the first day of the Exhibition until the last day of the Exhibition and in particular

on each day of the Exhibition, the booth must be open to the public from 9.45 am until 11.00 pm;

- (II) not to dismantle and/or close their booth before 11.00 pm on the last day of the Exhibition (or until all visitors have left the fair, which may be communicated beforehand by the Organiser by loudspeaker).

If the exhibitor fails to comply with the obligations set out in subparagraphs (I) and (II):

- a) the Organiser may have the booth immediately closed, without the obligation for prior notice, and the Exhibitor shall not have the right to claim damages and/or compensation and/or reimbursement of costs;
- b) the Organizer may exclude the Exhibitor from future editions of the Exhibition;
- c) the Organizer reserves the right to apply a penalty fee of Euros 300.00 (three hundred/00 Euros) for each day the schedule is not observed, subject to greater damage.

8. ACTIVITIES PERFORMED BY PARTICIPATING FIRMS

8.1 All Exhibitors (Italian and foreign) must carry out their activities in compliance with legislation in force concerning social security, insurance, tax, health, safety, labour laws, brands, patents and trademarks in general and intellectual property.

8.2 The regulations referred to in paragraph 8.1 are listed as examples and are not exhaustive.

8.3 In case of violation of legislation in force by the Exhibitors:

- a) the contractual relationship governed by these Terms and Regulations shall be terminated by right pursuant to article 1456 of the Italian Civil Code;
- b) the Organiser may have the booth immediately closed and remove the products contained therein, all without any prior notice;
- c) the Organiser henceforth reserves the right to apply a penalty equal to at least the sum of the Fee and the Registration Fee due by the Exhibitor by having submitted the Application Form, without prejudice to greater damages;
- d) the Exhibitor may be excluded from subsequent editions of the Exhibition.

9. SERVICES, SUBSCRIPTION AND REGISTRATION FEES

9.1 The participation fee and any surcharge for open sides (hereinafter, "Fee") shall be calculated as follows, inclusive of the shell scheme, for modules in the following sizes: 12 square metres (minimum), 16 square metres and multiples:

- booth with one open side: Euros 270.00 (two hundred and seventy/00) per square metre, plus legal VAT.
- surcharge for open sides: Euros 55.00 (fifty-five/00), per square metre, plus legal VAT.

For registrations until 30th September 2020, the cost per square metre is Euros 260.00 (two hundred and sixty/00) with a surcharge of Euros 45.00 (forty-five/00) for open sides per square metre, plus legal VAT. The term "open sides" implies a booth with a minimum of 2 sides near the flow of the public, or a position with particular prestige.

The participation fee for serving activities and any surcharge for open sides shall be calculated as follows, inclusive of the shell scheme, for modules in the following sizes: 12 square metres (minimum), 16 square metres and multiples:

- booth with one open side: Euros 370.00 (three hundred and seventy/00) per square metre, plus legal VAT
- surcharge for open sides: Euros 55.00 (fifty-five/00) per square metre, plus legal VAT. The term "open sides" implies a booth with a minimum of 2 sides near the flow of the public, or a position with particular prestige.

For registrations until 30th September 2020, the cost per square metre is Euros 360.00 (three hundred and sixty/00) with a surcharge of Euros 45.00 (forty-five/00) for open sides per square metre, plus legal VAT. In calculating the rate, only the credit value date of the first payment shall be taken into account.

- All Exhibitors that generate a significant amount of waste shall be obliged to pay Euros 70.00 + VAT to cover waste disposal costs during the Exhibition. The service shall be charged directly in the Statement of Account.

9.2 Although the Organisers will take into consideration requests for open sides made by Exhibitors, they reserve the right to assign space in accordance to its availability and the technical or general organisational needs of the Exhibition. Confirmation of open sides will be exclusively provided in writing when the assignment of stands is communicated (please see article 13 below). The term "open sides" implies a booth with a minimum of 2 sides near the flow of the public, or a position with particular prestige

9.3 Basic pre-preparation comprises the following:

- (I) panels separating the stands;
- (II) carpets;
- (III) a sign with the name of the Exhibitors;
- (IV) lighting;
- (V) an electrical socket (300 watts).

Exhibitors may present independent stand preparation proposals only for stands of more than 96 (ninety-six) m².

9.4 The subscription and registration fees (as defined in article 9.5 below) also include the following:

- (I) service badges for Exhibitors and their personnel in a number that is proportional to the surface area of the stand (2 badges for every 6 m²), up to a maximum of 20 badges;
- (II) technical assistance to Exhibitors during the Exhibition and during the preparation and dismantling of the stands;
- (III) registration in the official exhibition APP or equivalent tool (except for the ARTIGIANO IN FIERA LIVE service, the activation of which must be requested together with

the Application Form and in any case by and no later than 30/09/2020, which involves an additional cost as per Annex 2);

- (IV) general supervision of the pavilions and general fire prevention;
- (V) installed electrical power up to 5 kW (for electrical systems that are supplements to the basic set-up, for which there will be a 300 watt socket per module);
- (VI) fire extinguishers;
- (VII) municipal advertising tax (please see article 20 below).

9.5 In addition to the Fee, the Applicant must pay the registration fee (hereinafter, "Registration Fee"), which shall be added to the participation fee equal to:

- Euros 550.00 (five hundred and fifty/00), plus legal VAT;
- Euros 550.00 (five hundred and fifty/00), plus legal VAT for each company or brand represented and present in collective stands, in addition to the Applicant which is the owner of the booth.

The Registration Fee includes registration in the APP or equivalent tool and the online site (except for that concerning the Artigiano in Fiera Live service specifically regulated in Annex 2).

9.6 a) All services provided by Fiera Milano through the e-service portal and by the Organiser (except for the Artigiano in Fiera Live service specifically regulated in Annex 2) must be requested by 15th November 2020.

The following surcharges shall be applied for orders submitted after the set deadlines:

- Surcharge from 16th November 2020 to 29th November 2020: 20%
 - Requests received after 27th November 2020 must be submitted in person and services must be paid for immediately, inclusive of the surcharge described above, following a feasibility check.
- b)** Orders or changes received after the set deadlines, or payments sent after the 15th November 2020 are subject to the availability of stock. The Organiser shall not be deemed liable for damages resulting from said measures.
- c)** If the Exhibitor does not pay the overdue balance of the invoices, the Organiser reserves the right to exclude said Exhibitor from subsequent editions of the Exhibition.

10. TERMS OF PAYMENT, NON-PAYMENT OF THE REGISTRATION FEE, FEES AND/ OR BALANCE - EXPRESSED TERMINATION CLAUSE - TRACEABILITY OF FINANCIAL FLOWS

10.1 Within 7 days after submitting the Application Form, the Applicant must pay the deposit as indicated in the application form, providing relevant proof of payment to the Organiser:

- 1)** a deposit, equal to a variable percentage (depending on the date of registration) of the Fee and of the Registration Fee, plus legal VAT ("Deposit"); it is specified that the percentage of the Registration Fee must be paid for each company or brand represented and present in collective booths, in addition to the Applicant, which is the owner of the booth.

10.2 The balance of the Fee and Registration Fee (hereinafter "Balance") must be paid within 15 (fifteen) days from receipt of the relative invoice and in any case no later than 31st October 2020 ("Second Deadline"). The Organizer has the right to grant Exhibitors the possibility to pay the balance in installments, the last of which must, in any case, be paid by the Second Deadline. Invoices issued after the Second Deadline will be paid on delivery.

10.3 The Organiser shall not consider Application Forms not accompanied by receipt of payment of the Deposit and reserves the right to consider the Application Form sent after the First Deadline if not accompanied by the receipt of payment of the Balance.

10.4 In any case, failure to pay the Registration Fee, the Fee and eventual Adjustment (as defined in art. 13.6.1 below) shall prevent the Exhibitor from being allowed to participate in the Exhibition and therefore access to the Fiera Milano Fairgrounds for said purposes, shall not be allowed. In this case, the contractual relationship governed by these Terms and Regulations shall be terminated by right pursuant to article 1456 of the Italian Civil Code and the Organiser and Fiera Milano shall have the right to withhold the Deposit as a Penalty Fee, except in the case of greater damages.

10.5 Should the Exhibitor, in the case of failure to pay the Registration Fee and/or Fee and/or eventual Adjustment, manage to access, for any reason whatsoever, the Exhibition, the Organiser may have the booth immediately closed. The goods found therein shall be considered pledged pursuant to article 2768 and following of the Italian Civil Code by the Exhibitor as a guarantee for payment of the amounts due for the Fee, Registration Fee or other charges. Should the Exhibitor not make payment within 3 days of the closure of their booth, the pledged goods shall be sold in accordance with the methods pursuant to article 2797 of the Italian Civil Code. In the case referred to in this paragraph, the Exhibitor shall be excluded from subsequent editions of the Exhibition.

- 10.6** In all cases of late payment by the Exhibitor of the amounts due by way of these Terms and Regulations and expressly indicated in the Application Form, the Organiser shall have the right to apply a default interest rate equal to 2% of the amounts still due.
- 10.7** Payments must be made by cheque, credit card or bank transfer exclusively in favor of the following bank references of Fieramilano:
FROM ITALY: IBAN IT 15 J 03069 03390 210822770197
FROM OUTSIDE ITALY: SWIFT/BIC BCITITMM988
- 10.7.1** If payment is made by bank transfer, it is compulsory for the payment causality to mention the Exhibition ("AF-L'ARTIGIANO IN FIERA 2020") and the Exhibitor code.
- 10.7.2** In any case payment of the deposit and balance must clearly show the same company name used by the Applicant in the Admission Application.
- 10.8** It is understood that all services included in the Cost and Registration Fee (in particular inclusion in the APP) are guaranteed only if the Organiser receives proof of payment from the Exhibitor of the Deposit, by the First Deadline.
- 10.9** Passes for assembly in the days of mobilization will only be sent to Exhibitors who are up to date with the payment of the Participation Fee (Deposit and Balance), the Registration Fee and any Balance.

11. MISLEADING DECLARATIONS AND REGISTRATION OF REPRESENTED COMPANIES

- 11.1** Should the Organiser become aware that the Exhibitor has registered for the Exhibition under a false name or false company name or using an existing name or company name, but which does not belong to the Exhibitor present at the Exhibition, the immediate interruption of any Artigiano in Fiera Live service (as per Annex 2) and Artigiano in Fiera Live Annual service (as per Annex 4) may be ordered, regardless of the satisfaction or otherwise of the admission requirements of the Exhibitor present at the Fair or of the subject whose name or company name is used. Said subjects will also both be banned from subsequent editions of the Exhibition. To this end, in order to verify compliance with this rule, the Organiser reserves the right to carry out all necessary checks on receipts, POS devices, goods and all else present in the stand. The Organiser reserves the right to commence civil or criminal proceedings against the Exhibitor and their figurehead.
- 11.2** The Exhibitor (especially in case of collective participations, import-export companies or sharing of booth) is required to specify the company name and the associated information (registered office, VAT number, telephone number and possibly e-mail address) of any company represented or present in the stand. To this end it is stated that each represented company is required to complete and sign the Application for Participa-

tion for the companies present in collective stands sent to the Exhibitor with notification of the stand.

- 11.3** For each of the companies represented, the Exhibitor shall pay the Registration Fee. For each business house represented, the Exhibitor shall submit the required documents (see Article 4.2).

12. OUTSTANDING PAYMENTS - EXIT PASS

- 12.1** During the Event, Fiera Milano will generate a statement summarising all invoices issued for any unpaid supplementary services and supplies, as well as any other outstanding charges. Any disputes relative to charges applied must be presented before the conclusion of the event; after such time claims will no longer be accepted. The statement will be published on the E-Service platform. Payment for the outstanding amount owed by the Exhibitor can be made via bank transfer or credit card by logging into the E-Service website and selecting the "Easyservice" digital totems, or alternatively by submitting the statement to the banking agencies located throughout the fairgrounds. In order to remove displayed products and booth materials, as well as any other Exhibitor-owned materials, Exhibitors must display an exit pass to the security guards at the fairground gates; these passes will be enabled at the exit following verification that Exhibitors have satisfied all contractual fulfilments towards Fiera Milano and the Organiser.

13. ASSIGNMENT AND SIZES OF THE STANDS

- 13.1** The assignment of a stand is only valid for the Exhibitor/Applicant whose name is associated to the stand. Exhibitors may only occupy the assigned spaces, and no additional space, in particular walkways, common spaces and safety exits. Should the Exhibitor unlawfully occupy additional spaces at the Exhibition with respect to those assigned to said Exhibitor, **a penalty fee shall be owed to the Organiser equal to three times the maximum cost per square metre**, as set out in the Terms and Regulations, for each square metre unlawfully occupied, calculated for each day on which the unlawful occupation persists.
- 13.2** Admission to the Exhibition and the consequent assignment of a stand shall be carried out in consideration of the availability of exhibitions spaces after assignment to joint participations, regional authorities, and the various individual attendances. The chronological order in which Admission Applications are received will be the main criteria for the assignment of areas.
- 13.3** The event's exhibition set-up does not permit the assignment of surface areas that are different from those defined by the Regulations (12 or 16 m² and multiple modules). Therefore, stands of the sizes requested by Applicants will be assigned until there are no more available, in accordance with the provisions of paragraph 13.1 above, also on the basis of the chro-

- nological order in which Admission Applications are received.
- 13.4** The assignment of the stands is carried out by the Organisers, taking into consideration the general interests of the Exhibition, any divisions by geographical and product categories and the requests of the Applicants.
- 13.5** In any case, the Organisers have the right to change the location and collocation of stands that have already been assigned, or else to change their shape or size, if circumstances make it necessary and/or appropriate.
- 13.6.1** Notwithstanding the provisions in previous paragraphs of this Article 13, it is understood that in case of assignment by the Organizer of other stand sizes than those specified in the Application Form, the Organizer will count any balance (the "Balance") by issuing, as appropriate, the relevant invoices and/or credit notes.
- 13.6.2** Payment by the Exhibitor of any invoice relative to the Adjustment must be made by the Exhibitor themselves, in accordance with the methods indicated in these Terms and Regulations, on sight, under penalty of the termination by right of these Terms and Regulations ex article 1456 of the Italian Civil Code and the consequent ban on the Exhibitor's participation in the Exhibition.

14. PROHIBITION TO TRANSFER - PENALTY

- 14.1** The total or partial re-assignment of the allocated booth, in any capacity, is prohibited. If this prohibition is found to be violated, the contractual relationship governed by these Terms and Regulations shall be terminated by right and the Organizer and Fiera Milano shall have the right to withhold all sums referred to in article 9 (Fee, Registration Fee, Adjustment) or to claim them if not yet paid, and moreover a penalty shall be owed to the Organizer equal to three times the Fee, the Registration Fee and the Adjustment due by the Exhibitor following receipt of notification of their booth number. Assets, goods and fittings introduced and unlawfully exhibited by the assignee may be removed by the Organizer at the risk and expense of the Exhibitor.

15. EXHIBITOR'S RESCISSION AND PENALTY

- 15.1** An Exhibitor may rescind the Contract by sending a communication by recorded delivery with proof of receipt (or if sent from a country that is not Italy suing an equivalent modality) which must be received by the Organisers before the Second due Date. In this case:
- (I)** if the unoccupied stand is re-assigned to another applicant, the Organizer and Fiera Milano have the right to withhold the Deposit as a penalty fee; if the Deposit is still owing, the Exhibitor is required to pay the amount due as a penalty fee;

- (II)** Should the stand not be re-assigned to another Applicant, the Exhibitor who has rescinded the contract must pay the entire subscription fee (Deposit + balance) as a penalty.

- 15.2** Should the rescission, expressed in the manner defined 15.1, be received after the Second due Date, the Organisers and Fiera Milano shall have the right to retain the entire subscription fee as a penalty. Should for any reason the subscription fee not have been paid in full, the Organisers and Fiera Milano may retain the sums that have already been paid and demand payment of the balance.

- 15.3** The Exhibitor's withdrawal from the contract (or from the General Regulations (AF - L'Artigiano in Fiera 2020)) entails their automatic withdrawal from the Online Sales option of the Artigiano in Fiera Live service (provided said service with said option was previously selected by the Enterprise and activated in its name).

As stated in annex 2, in case of withdrawal from the Online Sales option of the Artigiano in Fiera Live service:

- the Virtual Showcase will remain active only for the Promotional Showcase option;
- the participation fee for the Artigiano in Fiera Live service already paid will be entirely withheld by Ge.Fi S.p.A. and not refunded

16. FAILED OR LATE ARRIVAL

- 16.1** Should the Exhibitor - for any reason whatsoever - not take possession of the stand allocated to them by **4th December 2020, by 1.00 pm**, or should the Exhibitor arrive once the Exhibition has already begun, the Organizer shall have the right to terminate the contractual relationship governed by these Terms and Conditions by right pursuant to article 1456 of the Italian Civil Code, and, consequently, to make free use of the unoccupied space.

- 16.2** The sums paid or still due by the Exhibitor for payment of the subscription fee shall be retained and/or demanded as a penalty, and the Exhibitor shall not be entitled to request any sums in any capacity or for any reason. If an Exhibitor does not occupy his stand the Organisers reserve the right to exclude the Exhibitor from subsequent editions of the Exhibition and the contractual relationship governed by these Terms and Regulations shall be terminated by right and the Organizer and Fiera Milano shall have the right to withhold all sums referred to in article 9 (Fee, Registration Fee, Adjustment) or to claim them if not yet paid, and moreover **a penalty shall be owed to the Organizer equal to three times the Fee, the Registration Fee and the Adjustment due by the Exhibitor following receipt of notification of their booth number.**

17. INSTALLATION AND PREPARATION OF THE STANDS

Booth interiors must be set up in strict compliance with the standards in the "Technical Terms and Regulations" that the Exhibitor declares to know. In any case, the Exhibitor is obliged to submit their booth project to the Organiser for approval beforehand.

18. BOOTH SUPERVISION

18.1 Fiera Milano provides a general pavilions surveillance service. However, the custody and surveillance of the stands during opening hours to the public is the responsibility of the Exhibitors.

18.2 Exhibitors that exhibit objects that are easily removed are therefore obliged to be present at their stands at the opening time of the pavilions and to supervise their stands until closing time (in particular until all visitors have left, which could be announced beforehand by the Organising Body through a message broadcast across the public address system). Valuable objects that can easily be removed must be placed in drawers or lockers every evening.

In particular, Exhibitors that put gold and jewellery on show must:

- (I) check the functioning and efficiency of stand entrance safety locks;
- (II) check the internal and external closure of show-case cabinets;
- (III) ensure the presence of their own personnel at their stands for the entire opening hours of the exhibition;
- (IV) limit the presence of valuable items outside of armored cabinets and/or safes ;
- (V) use the maximum possible caution in presenting valuable items to potential purchasers;
- (VI) only use safes and/or safety cabinets for the custody of valuable items inside the Exhibition;
- (VII) never use cabinets and/or containers that do not have suitable safety characteristics.

19. OFFICIAL EXHIBITION APP

19.1 The Organiser develops the official Exhibition APP (or equivalent tool), which contains the list of Exhibitors, their production and any information useful to the public in order to facilitate their visit to the Exhibition. Said information published in the APP or equivalent tool is obtained from the Application Form. The Exhibitor, by accepting the Terms and Regulations, exonerates the Organiser of all responsibility for errors and omissions, except in the case of malice or gross negligence.

19.2 The Artigiano In Fiera Live service will also be available in the official Exhibition APP (or equivalent tool) to all Exhibitors, who, in accordance with the terms and regulations of Annex

2, have promptly submitted their request for activation of the aforementioned service and promptly paid the relative participation fee.

20. MUNICIPAL ADVERTISING TAX

20.1 In order to avoid the onerous procedure that the Exhibitors would be obliged to undertake directly, this tax is included in the participation subscription and Fiera Milano will subsequently pay the amount due to the municipality of Rho.

21. DECLARATION OF VALUE AND INSURANCE

21.1 Declaration of value - Exhibitors are required to declare, using the special form in the online e-service platform, the overall "effective value" of goods, machinery, fixtures and fittings and equipment, which they plan to bring to and/ or use at the fairgrounds, also on behalf of Represented Brands, notwithstanding the fact that, in the absence of such declaration, the minimum values stated in Art. 21.2 shall be considered as accepted, and notwithstanding the discretion of Fiera Milano to check the validity of the declaration eventually made.

In the case of a claim, should the value declared by the Exhibitor not correspond with the real value of the insured goods, the insured value shall nonetheless be that declared by the Exhibitor. The insurer, in any case, shall have the right to pay compensation for damages in accordance with the proportional criterion as governed by art. 1907 of the Italian Civil Code.

21.2 Insurance - "All risks" policy - Property of the exhibitors (excluding terrorism and sabotage risks) - The Organizer and Fiera Milano require that all goods, machinery, fixtures, fittings and equipment brought to and/or used at the Exhibition Centre by Exhibitors are covered by "All Risks" insurance, including a clause waiving the insurer's right of recourse against Third Parties, including Fondazione Fiera Milano, Fiera Milano SpA, their subsidiaries and/or affiliates, the Organization and all Third Parties in any way involved in the organization of the Exhibition. Said insurance policy is made available through Fiera Milano for a value of Euros 25,000.00, at a cost of Euros 100.00 (of which Euros 50.00 is the cost of insurance-related intermediation), which shall be charged by Fiera Milano S.p.A.. Exhibitors have the possibility to increase the automatically assigned coverage value by completing and signing the special form in the online e-service platform. Coverage includes the stipulation of a 10% insurance exclusion for each claim in the event of theft, with a Euro 250.00 minimum and the doubling of said amounts for claims submitted after the closing of the Exhibition.

Should Exhibitors have their own "All Risks" insurance for goods, machinery, fixtures, fittings and equipment brought to and/or used at the fairgrounds, valid for fairs and exhibitions, with a clause waiving the insurer's right of recourse against Fondazione Fiera Milano, Fiera Milano SpA, their subsidiaries and/or affiliates, the Organizer and all Third Parties in any way involved in the organization of the Exhibition, Exhibitors

shall nonetheless be required to fill in and return the signed special form found on the online e-service platform, attaching declarations signed by their legal representative and the insurance company stating that the above property is covered by an "All Risks" guarantee with a value no less than that prescribed by the present General Regulations, as per the facsimile included in said form. In this case the sum previously charged will be reversed.

22. LIABILITY POLICY

22.1 This coverage is automatically provided, free of charge, for all exhibitors by Fiera Milano. This will become an extension of its general policy that has a limit of no less than Euro 100,000,000.00 (one hundred million).

22.2 **Limitation of Liability** - The Exhibitor, by signing the Application Form, agree to release Fiera Milano and the Organizer from any liability for consequential losses, reputational damage, loss of revenues, etc... Also for any direct loss, as per the coverage provided as per Art. 21.2 above, each Exhibitor agrees to release Fiera Milano and the Organizer from any liability.

23. DAMAGE TO STANDS

23.1 Exhibitors are obliged to comply with all current legal regulations and other regulations defined in the Technical Regulations (as defined in article 26 below) when using technical facilities and systems.

23.2 Exhibitors should return stands in the same condition as when they were handed over. Exhibitors shall be responsible for all costs associated to restoring this condition.

23.3 It is strictly forbidden to tamper with, alter or remove the structures provided by the Organisers, especially the superior parts of the stands. If these regulations are breached, the exhibitors responsible will be liable to pay all restoration costs relative to the original structures and may be excluded from future exhibitions.

24. CHANGES TO THE REGULATIONS AND ADDITIONAL REGULATIONS

24.1 The Organisers reserve the right to introduce, even as exceptions to the regulations, any further regulations or measures they deem appropriate for the better functioning of the exhibition and its relative services. These additional regulations are an integral part of the General Regulations, and are equally binding.

24.2 As of now, Exhibitors undertake to comply with the rules of practical order (entry times; entry doors; stopping of vehicles without authorisation and/or in prohibited zones etc. ... hereinafter "Exhibitor Instructions"), which shall be transmitted by the Organiser closer to the date of the Exhibition. Failure to comply with said rules may result in the immediate closure of

the booth, exclusion from subsequent editions of the Exhibition and the request for additional damages.

25. PROHIBITIONS

25.1 It is generally prohibited to act in such a way as to cause prejudice, disturb or damage the regular running of the Exhibition and its purposes, or in a non-decorous manner. Without prejudice to other prohibitions defined in the Regulations, the following are absolutely prohibited:

- (I) Switching on machinery or equipment without the authorisation of the Organisers;
- (II) The distribution of informative or advertising materials and the hanging of posters outside of the stands;
- (III) All visible forms of advertising and/or sound outside of the stands, including equipment kept in the corridors, walkways and areas near to the Exhibition area. The use of media players for the presentation of exhibited products is permitted inside the stands, as long as authorisation is obtained from the Organisers;
- (IV) The exhibition, even inside stands, of placards or posters regarding competitions held by entities, organisations, the normal or specialised press, unless authorised in writing by the Organisers;
- (V) The exhibition within and/or outside the stand of images or products of any kind that offend public decency, the Exhibition or the Organizer;
- (VI) Any kind of luminous and pulsating or variable light source;
- (VII) photographic and /or television shooting and production of drawings inside the exhibition area without specific authorization from the Organizer;
- (VIII) Waiting in the stands or the Fiera Milano area during closing hours;
- (IX) stop vehicles, also indirectly in reference to the Exhibitor, in areas inside the Fiera Milano fairgrounds without the Exhibitor having previously obtained the necessary authorisation from the Organiser to stop or park. Similarly, it is mandatory to park in the zones authorised by the Organiser.

25.2 It is forbidden to occupy with products any space outside of that provided by the document for the assignment of the stand. Carrying out any kind of activity outside the exhibition space, including trade promotion activities, is prohibited unless official authorized exemptions are provided by the organizers.

25.3 The organization reserves the right to authorize border trespass of the products of each stand, only if the requirement is satisfied that the lane width is such to ensure compliance with safety and fire standards and upon payment of the spaces occupied according to the price per square meter under this Regulation.

25.4 If article 25.2 is violated, the Organiser may have the booth immediately closed, remove all products contained therein

and the contractual relationship governed by these Terms and Regulations shall be terminated by right and the Organiser and Fiera Milano shall have the right to withhold all sums referred to in article 9 (Fee, Registration Fee, Adjustment) or to claim them if not yet paid, and moreover a penalty shall be owed to the Organiser equal to three times the Fee, the Registration Fee and the Adjustment due by the Exhibitor following receipt of notification of their booth number.

25.5 Leaving products and/or materials unattended in the stands or the Fiera Milano area after the dismantling of stands is also prohibited. Once this period has ended, the Organisers have the right to retain the said products and/or materials until attendance costs and all outstanding sums have been paid. After 15 days from the end of the Exhibition the Organisers have the right to sell goods retained in accordance with article 2797 of the Italian civil code.

25.6 In the event article 25.1(IX) is breached, the Organiser and/or Fiera Milano, also through appointed persons, may forcibly remove vehicles stopped in prohibited areas and/or areas for which the Exhibitor has not previously obtained authorisation from the Organiser, at the exclusive risk and expense of the Exhibitor. It is implied that the Exhibitor henceforth renounces all forms of indemnification and/ or compensation and/or reimbursement for any damage to vehicles forcibly removed and/or to any assets contained therein, henceforth releasing and holding harmless the Organiser and Fiera Milano from all damaging consequences and claims for damages in general, including those submitted by third parties, resulting from: (x) the abovementioned forced removal; (y) the Exhibitor's failure to comply with the obligations in point 25.1(IX). In the above-mentioned scenarios, the Organiser henceforth reserves the right to apply a penalty equal to -210,00 euro (two-hundred-and-ten/00 Euros).

26. SAFETY - APPOINTMENT OF A SAFETY MANAGER

For the entire duration of the Event, including setup and striking stands and all associated activities, every Exhibitor is required to comply meticulously with the entire applicable system of rules of regulations, particularly the rules and regulations on occupational safety, health and the physical well-being of workers, as well as with employment, pensions and social security law.

During stand setup and striking, and for any other associated or linked activity, Exhibitors further undertake to comply with and ensure that all contractors working on their behalf comply with the Fiera Milano Technical Regulations and all amendments and additions therein, and the provisions contained in article 88, subsection 2-bis and the associated implementational Ministerial Decree issued on 22.7.2014 by the Ministry of Employment and Social Policies and by the Ministry of Health and subsequent amendments and/or integrations. The Technical Regulations, which may be consulted on <https://afexhibitors.artigianoinfiera.it> and on the www.fieramila

lano.it website under "EXHIBITION" (the link to the "Exhibitor technical information"), also contain precautionary rules on exhibition safety (fire prevention, electrical installations, environmental protection etc.), excluding specific safety-related rules for activities undertaken by the Exhibitor or contracted out by exhibitors to contractors (stand set-up/striking and associated activities), for which the Exhibitor remains responsible for oversight and compliance. In order to comply with the obligations of the above-mentioned Ministerial Decree issued on 22.7.2014 and subsequent amendments and/or integrations, the Organizer offers access to these specific documents, Annexes IV and V of the Ministerial Decree, through the Fiera Milano website. Conduct that fails to comply with the above-mentioned safety regulations, in particular if it impacts general safety in the pavilions and with regard to other parties in attendance, may prompt intervention by the Organizer and/or Fiera Milano as part of regular checks and samples, resulting in the immediate cut-off of utilities supplied to the stall or its immediate closure. Any additional consequence that may arise out of a failure to comply with the above-mentioned provisions is the Exhibitor's and its contractors' sole responsibility.

Fiera Milano may bar staff working for contractors/freelance workers operating on behalf the Exhibitor from the Fair Site if they do not possess an ID badge as envisaged under article 18 subsection 1u, article 21 subsection 1c, and article 26 subsection 8 of Legislative Decree 81/08 and subsequent amendments and/or integrations, and non-EU hirees who, even if they hold an above-mentioned badge, do not have a valid and legible Italian green card or a valid and legible ID card.

This charge will be passed on to the Employer responsible for and the contact person for any barred staff. As the buyer, any Exhibitor who authorizes a company to operate on the site on its behalf to carry out work will be informed of the charge. Exhibitors shall be responsible for complying with applicable laws and regulations regarding all works implemented and organized under their responsibility and on their behalf, including setup, structures, installations, products exhibited and all other associated activities. Every Exhibitor is required to appoint a "Stall Manager" who, for safety-related matters, takes on all responsibility for all parties who may be involved in terms of the work carried out on behalf of the Exhibitor, for the entire duration of their stay on the Fair site. At the Exhibitor's discretion, and wholly under its responsibility, the "Stall Manager" may be a different individual during each of the three previously-mentioned phases (set-up, the event and striking).

Fiera Milano must be informed of the Manager's name and his/her phone numbers prior to the start of activation and setup work on the stall, and in any event prior to the arrival of workers and materials at the Fiera Milano site.

If there is a failure to convey the name of the Stall Manager, this responsibility will be retained by the Exhibiting Company's legal representative. The Fiera Milano and Organizer must promptly be informed of any change to the name of the Stall Manager.

Access to the stall by contractors operating on behalf of Fiera Milano for the supply of services can only take place in the

presence of the "Stall Manager", and after having received their OK. Fair surveillance and security staff are exempt from this restriction.

27. MEASURES TO PROTECT THE SAFETY OF PERSONS IN THE FAIRGROUNDS

Fiera Milano, in complying with the provisions laid down by the Public Safety Authority, adopts the infrastructural, organisational and operative measures deemed appropriate in order to protect the safety of persons, in any capacity, in the Fairgrounds.

Fiera Milano, at its sole discretion, may adopt the following simplified and non-exhaustive measures:

- a) special methods of accessing and leaving the Fairgrounds (allocation of specific entryways or reserved lanes, times, systems for the regulation and control of accesses and flows) - also eventually differentiated - for the different categories of Fairground users;
- b) security checks, also with the help of fixed or portable technical instrumentation and equipment, on persons, bags and personal effects, and on transport or work means, both at the time of entry to the Fairgrounds and once inside the Fairgrounds, or where necessary, at the exit. Checks shall be performed by Fiera Milano staff or third parties appointed by the same. Without prejudice to the communication of the fact to Police Forces and the resulting measures taken by the same, users that refuse to undergo such checks shall be inhibited from accessing the Fairgrounds, and, should they already be inside the Fairgrounds, they shall be immediately removed. Users that undergo security checks must provide their utmost collaboration in order that the operations can be carried out with maximum efficacy and as quickly as possible, considering the nature of the activity. At the end of such checks, without prejudice to eventual communication of the fact to Police Forces and the resulting measures taken by the same, Fiera Milano reserves the unquestionable right to prohibit access to the Fairgrounds to suspicious persons or objects, and should suspicious persons already be inside the Fairgrounds, to have them immediately removed from the Fairgrounds, while suspicious objects must be immediately removed from the Fairgrounds by and under the responsibility of their owners. Fiera Milano is not obliged to provide deposit and storage services for suspicious objects;
- c) variations or limitations to pedestrian and vehicular circulation and traffic inside the Fairgrounds, possibly also with the installation of barriers, new jersey elements, bollards and similar;
- d) forced removal, at the risk and expense of the owner, of transport or work means, objects or personal effects deemed suspicious or which nonetheless obstruct the carrying out of security checks.

The aforementioned provisions are applicable to all visitors and guests who are in any case admitted to the exhibition.

- 27.1 Except for that established by the individual provisions, monitoring of compliance with the General Terms and Regulations is entrusted to Ge.Fi. S.p.A. staff, the competent departments of Fiera Milano and any third parties (natural or legal persons) appointed by the same.

28. AUDIO TRANSMISSIONS AND SPEAKERS

- 28.1 **It is prohibited to play music at booths.** This is only allowed **if prior authorisation has been granted by the Organiser**, who will check the content of the music that will be played beforehand and determine its volume. In any case, the volume of authorised music may never exceed 85 decibels. Exempted from this rule are events specifically authorised by the Organiser, which may exceed said limit for brief periods; in any case, the volume may never exceed 100 decibels. Any loudspeakers must be directed towards the inside of the assigned booth and must always be checked and authorised by the Organiser. The Organiser shall be exonerated from all responsibility in the event the Exhibitor violates rights on the matter of intellectual property in regards to the production of music, even if authorised by the Organiser themselves.

- 28.2 In the case of violation of these provisions and prohibitions referred to in the previous articles 27.1, the Organiser may have the booth immediately closed and the contractual relationship governed by these Terms and Regulations shall be terminated by right and the Organiser and Fiera Milano shall have the right to withhold all sums referred to in article 9 (Fee, Registration Fee, Adjustment) or to claim them if not yet paid, and moreover **a penalty shall be owed to the Organiser equal to three times the Fee**, the Registration Fee and the Adjustment due by the Exhibitor following receipt of notification of their booth number, and may exclude the Exhibitor from subsequent editions of the Exhibition.

- 28.3 Fiera Milano and the Organiser may use the loudspeakers installed in the fairgrounds for official communications or in the case of an emergency.

29. PROTECTION OF INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

- 29.1 The Organisers are exonerated from any liability should Exhibitors breach rights in relation to intellectual property (copyright, rights regarding brand names and/or patents).

- 29.2 In case of distribution of audio-video-graphic or multimedia supports containing original works, or parts thereof, protected pursuant to Italian law n. 633 dated 22.4.1941 and subsequent amendments and/or integrations, copyrights as well as the charges arising from the validation of the supports must be paid in advance by exhibitors, in accordance with article 181/second of the said law. The unlawful use of original works, or the absence of SIAE stamps on the aforementioned supports, is an offence punished under article 171 and the subsequent

articles, as well as by Law 633/41 and subsequent amendments and/or integrations.

30. FORCE MAJEURE, CANCELLATION OF THE EXHIBITION AND ADMISSION TO ARTIGIANO IN FIERA ONLINE SERVICE

30.1 In case of force majeure, or in any case for reasons beyond the Organiser's control, the date of the Exhibition may be changed or the Exhibition may be completely cancelled.

30.2 In the latter case, if the Exhibition is cancelled solely due to COVID, all amounts paid as a deposit shall be returned to the Exhibitor, or alternatively, the Exhibitor may decide to use said amounts as a deposit for the 2021 edition of the Exhibition, providing timely communication to the Organiser.

In all cases of cancellation of the Exhibition (and therefore not due solely to COVID), the Organiser, having fulfilled its obligations toward third parties and covered all organisational expenses in whatsoever form, shall distribute among the Exhibitors, in proportion to the amounts due for the square metres purchased, the residual amounts, within the limits of the deposit already paid by each Exhibitor, except as provided for by Annex 2 in regards to the Artigiano in Fiera Live service.

The Exhibitor may alternatively decide to use said residual amounts as a deposit for the 2021 Exhibition, providing timely communication to the Organiser.

30.3 In any case of cancellation of the Exhibition, the Artigiano in Fiera Live service, strictly linked to the Exhibition, by virtue of the cancellation of the latter shall be considered entirely replaced, in accordance with the terms and regulations laid out by Annex 2, by the Artigiano in Fiera Online service (entirely regulated in Annex 3). The Exhibitor granted participation in the Artigiano in Fiera Online service as per annex 3 can decide at any time, in addition and at their discretion, to submit a request for activation of the Artigiano in Fiera Live Annual service by visiting the website <https://afexhibitors.artigianoinfiera.it> and their reserved area.

31. PROCESSING OF EXHIBITOR'S PERSONAL DATA

31.1 The Exhibitor declares to be informed that the provisions of Regulation (EU) 2016/679 - General Data Protection Regulation (hereinafter, "GDPR") relate to the processing of data relative to natural persons ("Personal Data") and are not applicable to legal persons (companies), entities and associations and information ("Data") that refers to said subjects, for which only the rules concerning the sending of commercial electronic communications continue to be applicable, and for which the Exhibitor too (legal person, entity or association) must provide their prior consent in order to send such communications for direct marketing purposes.

31.2 Personal Data that refers to the Exhibitor, in cases where they operate as a single-member company, sole trader or professional, as well as their relative representatives, exponents, employees and collaborators, indicated in the Application Form

or subsequently provided, including data acquired from third parties (e.g.: partners, business information companies, etc.) or in the context of the Exhibition (also, for example, photos or video recordings in the booths), is collected and processed by the Organiser and by Fiera Milano in the capacity of Data Controllers for the activities under their respective responsibility, in the terms described in the attached privacy policy.

31.3 The attached policy referred to in the previous paragraph is prepared by the Organiser and Fiera Milano pursuant to article 13 of the GDPR and the Exhibitor undertakes to communicate said policy to the natural persons (its representatives, exponents, employees and collaborators), to which the Personal Data refers, provided for the purposes of participating in the Exhibition and for the provision of relative services, as well as guarantee that said Personal Data may be lawfully used for said purposes and release and hold harmless and/or indemnify the Organiser and Fiera Milano for all costs or damages resulting from violation by the Exhibitor of the obligations assumed pursuant to this article toward our Companies.

32. USE OF EXHIBITOR'S IMAGES ACQUIRED IN THE CONTEXT OF THE EXHIBITION

In relation to images that relate to the Exhibitor, their relative booth and/or their representatives, exponents, employees and collaborators, regardless of how they are acquired or taken (for example but not limited to, using photographic, video recording or audiovisual registration devices) in the context of the Exhibition, said Exhibitor declares to be aware, pursuant to the GDPR, of the collection and processing of said images by the Organiser and by Fiera Milano, and their possible diffusion for dissemination, promotional and commercial purposes, and grants the latter, free of charge, the right to use the aforementioned images, for said scopes, pursuant to articles 96 and 97 of law no. 633/1941, authorising their use, if necessary and without any restrictions, by the Organiser and Fiera Milano, using any means of communication (including therein, for example but not limited to, brochures, presentations, catalogues and printed material in general necessary for diffusion, promotion, TV, pay per view, etc.) and of diffusion via internet (company website, social networks, APP, etc.) or through magazines and other publications, also online, with the broadest possible adaptation and reproduction rights, for all scopes permitted by the law. To this end, the Exhibitor declares and guarantees the Organiser and Fiera Milano to have done the following: (i) collected, where necessary, the consent of data subjects, who must have been suitably informed, also for the processing by the Organiser and Fiera Milano of their relative data and photos, video recordings, etc., including their diffusion for dissemination, promotional and marketing purposes pursuant to the GDPR; (ii) acquired a waiver for the use and diffusion of the images, pursuant to articles 96 and 97 of law no. 633/1941 on author's rights, in the terms described above, by the natural persons photographed or recorded, their representatives, exponents, employees and collaborators, on occasion of the aforementioned exhibition. In relation to previous points (i) and (ii), the Exhibitor undertakes to release and

hold harmless and to indemnify the Organiser and Fiera Milano against any disputes, proceedings or claims made by the aforementioned persons in relation to the indicated use and diffusion of the relative images described above.

33. APPLICABLE LEGISLATION AND JURISDICTION

- 33.1 Italian law is applicable to these regulations.
- 33.2 All disputes concerning the interpretation, validity, fulfilment and termination of these Terms and Regulations shall fall under the exclusive jurisdiction of the Court of Milan. The official text of the General Terms and Regulations is that published in the Italian language.

34. LEGISLATIVE DECREE n.231/2001

The Organiser uses the organizational model shown at www.gestionefiere.com in compliance with the provisions of the decree referred to above.

LIST OF ATTACHMENTS

Attachment 1

Product Categories List

Attachment 2

General Regulations **ARTIGIANO IN FIERA LIVE Service**;

Annex 2.1

Summary table of **Artigiano in Fiera Live Start** and **Premium** proposal;

Annex 3

General Regulations **Artigiano in Fiera Online Service**;

Annex 3.1

Summary table of **Artigiano in Fiera Online Start** and **Premium** proposal;

Annex 4

General Regulations **Artigiano in Fiera Live Annual Service**;

Annex 5

Privacy policy.

PRODUCT CATEGORIES (ANNEX 1)

Artisan institutions

Beverages

- Beer
- Coffee
- Fruit juices
- Spirits
- Syrups
- Tea tisanes and infusions
- Wine

Clothing

- Accessories
- Clothing Children
- Clothing Men
- Clothing Women
- Fur
- Leather Goods

Free time and fancy goods

- Games
- Mobile phone accessories
- Musical instruments
- Sporting Accesories and Outdoor
- Stationery

Foodstuffs

- Cheese
- Condiments and preserves
- Cured meats
- Desserts
- Fish
- Flour
- Food supplements
- Fruit
- Legumes and grains
- Meat
- Oven products
- Pasta
- Rice
- Takeaway food
- Vegetables

Health & beauty

- Adolescent line
- Beauty accessories
- Body products
- Children's line
- Cosmetics
- Face products
- Hair products
- Perfumes
- Supplements

Home and furniture

- Animal friends
- Cleansing and home fragrances
- Ecological paints
- Furniture accessories
- Hobbies and creativity

Industry press

Jewellery

- Bracelets
- Brooches
- Charms
- Costume jewellery
- Earrings
- Necklaces
- Rings

Home services

- Carpentry
- Decoration
- Other services
- Repairs to electrical installations
- Restoration
- Upholstery
- Woodworking

Personal services

- Beauty treatments
- Photography

Restaurant

The innovative home

- Ecological home
- Frames and fixtures
- Heating and air conditioning
- Home automation
- Security and entry systems
- Water purification

Tourism Promotion

PRIVACY POLICY

The Personal Data provided by the Exhibitor in the Application Form or subsequently provided, as well as data acquired from third parties (e.g.: partners, business information companies, etc.) or in the context of the trade fair Event AF - L'Artigiano in Fiera (also, for example, any photos or video recordings in the stands), is collected and processed by the Organiser, GE.FI S.P.A. and by Fiera Milano S.p.A., insofar as Data Controllers in relation to the fulfilment of distinct activities within their respective authority (hereinafter, "Data Controllers" or "our Companies"), for the following purposes:

- a) in regards to the Organiser, to implement measures, fulfil obligations and provide services concerning the application form, payment of the relative fee and participation in the Event, to provide the service eventually requested by the data subject in regards to the Virtual Showcase on the ARTIMONDO Platform, as well as to fulfil connected administrative, accounting and fiscal activities and comply with associated legislative obligations: for these purposes, the Organiser uses the services provided by Fiera Milano, which for these specific activities, shall process the personal data in the capacity of Data Processor on behalf of the Organiser;
- b) in regards to Fiera Milano, to implement measures, fulfil obligations and provide services concerning the services directly requested by Exhibitors at Fiera Milano (via, for example, e-Service) and to perform the autonomous activity of maintaining and supervising the safety of the Rho-Pero fairgrounds or exhibition centre, based on the obligations set out by relative legislation in force, for which Fiera Milano is responsible in the capacity of manager of said fairgrounds or exhibition centre.

In regards to the purposes stated above, the Exhibitor's personal data must therefore be processed in order to implement and fulfil the contract relative to their participation in the event, fulfil connected legal obligations and satisfy the legitimate interests of our Company and the companies of our respective Groups for the management of administrative, organisational, technical and safety-related activities related to the Exhibitor's participation in the event and the provision of the relative services. Whole or partial failure to provide the requested personal data would prevent the Exhibitor's admission to the Event and/or the provision of the related services.

For the above-mentioned purposes, the Exhibitor's Personal Data:

- a) shall be processed also using electronic tools, with special, primarily computer-based procedures and methods able to ensure the correct management of the services provided and may also be stored subsequent to the event for administrative, accounting, fiscal purposes, for the periods of time foreseen by the standards of reference;

- b) may also become known to employees and collaborators authorised by our Companies for the processing of data to fulfil the above-mentioned administrative, technical and safety-related activities connected to the organisation and management of the event and the provision of the services requested by the Exhibitor;
- c) communicated by our Companies to Companies of our respective Groups (for Fiera Milano, see also the upto date list available at www.fieramilano.it for Organiser Artimondo S.r.l., Mi View S.r.l.) and to trusted companies that provide us with organisational and technical services inherent to the event, for example, stand building companies, assistance and maintenance companies, printing companies, data processing companies, administrative consulting companies, companies that measure the performance of the event. The companies that process personal data on behalf of Fiera Milano or the Organiser operate in the capacity of data processors, in compliance with specific obligations laid down in the relative service contracts;
- d) transferred to companies located in countries outside the EU, in the event the European Commission has recognised said countries as having a suitable level of data protection (e.g.: Switzerland, Australia, Israel, USA for American companies that adhere to the agreement with the EU on the so called Privacy Shield), or on the basis of suitable guarantees (such as standard contractual clauses or binding company rules for groups), or, in the absence of said conditions, if the transfer is authorised by the Exhibitor or necessary to fulfil the contract with said Exhibitor;
- e) diffused through the website, APP and catalogues of the Event, based on the obligations for publication set out by the relative contract with the Exhibitor.

Personal Data (also in the form of images) inherent to economic activities (entrepreneurial or professional) of the Exhibitor, may also be the object of autonomous and distinct processing by our Companies also in order to satisfy our respective legitimate interests tied to the analysis of information relative to the Exhibitor's business, their participation in the Event and the provision of the requested services, and in particular, to identify, also through electronic processing, preferences and possible services of interest, to ascertain the quality of services and carry out statistical surveys geared toward the development and improvement of our services and business.

The email address and physical address for the delivery of printed mail provided by the Exhibitor for their participation in the Event and use of the relative services may be used to send the newsletter of the Event and related services of our Companies, as well as for communication relative to similar events and services. At any time (immediately or even after), the Exhibitor may oppose the sending of said communications, sending a message of opposition from their email address to the address **privacy-espositori-af@gestionefiere.com** and/or to **privacy.espositori@fieramilano.it** or via traditional post to our Companies, using the contact details indicated in the Application Form and in the Terms and Conditions.

Without prejudice to the above-stated activities for the sending, via email or traditional post, of newsletters and communications relative to the event and services of specific interest to the Exhibitor, the Personal Data and Information (e.g. online contact details) that nonetheless refers to the Exhibitor (also in the capacity of legal person, entity or association) may also be processed by our Companies with the prior consent of the Exhibitor (to be provided by ticking the appropriate boxes) for the following, additional business or marketing purposes:

- a) sending of marketing material, direct sales, market research or business communications via post, telephone, automated calling systems, fax, email, sms, mms, regarding other trade fair events, services and products of our Companies, of the companies of the respective Groups and of third-party companies (exhibitors, stand building companies, qualified operators involved in trade fair events or operating in other sectors) interested in proposing advantageous business offers to exhibitors;
- b) communication of data to the companies of our respective Groups (for Fiera Milano, see also the up-to-date list available at **www.fieramilano.it** for Organiser Artimondo S.r.l., Mi View S.r.l.) as well as to other companies, such as exhibitors, stand building companies, qualified operators involved in trade fair events or operating in other sectors, such as market research institutes, sponsors and providers, for its autonomous handling, in the capacity of data controllers, for the purposes and using the methods previously described in lett. a). For the additional business or marketing purposes just stated, the provision of Personal Data is nonetheless optional and the whole or partial failure to provide it shall not have any consequences on the Exhibitor's participation in the Event and on their use of the relative services, without prejudice to the right of the data subject to revoke their consent previously provided (without prejudice to the lawfulness of the processing based on the consent provided prior to the revocation).

The provisions of the GDPR (articles 15-22) guarantee the data subject (natural person) the right to access data relative to them at any time, and to obtain a copy, to correct or supplement said data if it is inaccurate or incomplete, to delete it or limit its processing if certain conditions are satisfied, to oppose its processing for reasons tied to the particular situation of said person and in any case its processing for direct marketing purposes, to request the portability of the data provided, where processed in an automated manner for the fulfilment of the contract or based on the consent of the data subject, as well as the right to submit a claim to the Data Protection Authority for the protection of their personal data and rights, where it is deemed that these have been violated.

The Personal Data shall be stored in a form that allows the identification of Data Subjects for a period of time no longer than the fulfilment of the purpose of processing, consistent with any other legal obligations. The Organisation has a data retention procedure.

For any clarifications or requests in relation to the processing of their personal data, the data subject may contact the Organiser and/or Fiera Milano in the capacity of Data Controllers of processing for the purposes and activities under their respective authority, using the contact details provided in the Application Form and/or in the Terms and Conditions.