

Object: **Agreement for the access and use of the online platform ("Agreement")**

Dear Exhibitor,

Promotec S.r.l. ("**Promotec**"), in order to facilitate the establishment and management of contractual relationships with its actual and potential exhibitors, has started a process for the digitalization and dematerialization of the procedures regarding the activities of filling, acceptance and/or signature of all commercial and/or contractual documents concerning the attendance to trade fair events organized by Promotec ("**Documents**"), as well as of the modalities of issuing and sending communications by Promotec to the community of exhibitors ("**Communications**").

Thanks to these new means, the Exhibitor may, among other things, *(i)* complete, accept and sign the Documents on line, accessing its own reserved area by using credentials provided by Promotec, *(ii)* receive the Communications of interest, and *(iii)* have a repository of the above-mentioned Documents and Communications.

In order to regulate the relationship between Promotec and the Exhibitor regarding the access to the on-line platform dedicated to the new services and the consequences from a legal point of view related to the use such platform, you may find attached the Agreement, you must return duly stamped and signed for acceptance by your legal representative/authorized representative/officer duly empowered for the purposes hereof:

- if the Exhibitor is located in Italy, by PEC at the address [autopromotec@pec.autopromotec.it](mailto:autopromotec@pec.autopromotec.it) or, in the absence of PEC, by registered mail at the address Via Emilia, 41/b, Anzola dell'Emilia (ZIP 40011) - Bologna, Italy;
- if the Exhibitor is located abroad, by mail at the address Via Emilia, 41/b, Anzola dell'Emilia (ZIP 40011) - Bologna, Italy.

We wish to point out that in the event the Agreement will not be returned according to the above-mentioned instructions, Promotec will not be able to activate the services reserved for you.

Best regards,

Promotec S.r.l.

**Agreement for the access and the use of the on-line platform**  
("Agreement")

To be returned stamped and signed by ordinary post to  
PROMOTEC Srl - Via Emilia 41/b - 40011 Anzola dell'Emilia (BO) – Italy

1. **Introductory provisions.** **A.** Promotec S.r.l. ("**Promotec**") has conceived, designed and is now establishing an on-line platform ("**Platform**") intended for digital interactions among Promotec and all subjects with whom, regardless of the purpose, Promotec gets in touch in the course of its activities, such as, for example, exhibitors, providers, attendees, journalists and persons simply interested in the business initiatives of Promotec (jointly, the "**Stakeholders**") and, in the future, the interactions among the Stakeholders themselves. **B.** Without prejudice to the different criteria and purposes of each module that will be part of the Platform, Promotec and the Exhibitor agree, as of now, by the present Agreement on legal effects related to the feature, access, management and interactions that will take place through the Platform.
2. **Scope of the Agreement.** By the Platform, in particular, Promotec aims to adopt the digital means with the purpose to
  - a) allow the Exhibitor to fill, accept and sign all the commercial and/or contractual documents ("**Documents**") concerning the attendance to fair events ("**Event(s)**") organized directly or indirectly by Promotec;
  - b) send its communications to the community of exhibitors and to the Stakeholders ("**Communications**"), also by means of the public dashboard available to all Stakeholders for consultation;
  - c) allow the exhibitors and the Stakeholders to benefit from the extra services ("**Services**") provided by Promotec or by other Stakeholders.
3. **Purpose of the Agreement.** **A.** The Agreement is aimed at regulating the dematerialization and digitalization of all Documents and commercial and/or contractual interactions between Promotec and the Exhibitor, as required by the Platform. **B.** By signing the Agreement, the Exhibitor acknowledges and accepts that any contractual and/or commercial declaration of will (for example, filling of the application form concerning the Events, signing the Documents, receiving the Communications etc.) will take place – with full legal validity and effect – only through the digital means set out hereinafter, without prejudice to Promotec's right to derogate from these digital means, by giving adequate notice to the Exhibitor. **C.** The access to the Platform and the use of the Platform and Services may be subject to specific terms and conditions that could establish further obligations, prescriptions and charges.
4. **Reserved area: features and access.** **A.** The Exhibitor may fill, accept and/or sign the Documents and receive the Communications by accessing to its reserved area of the Platform ("**Reserved Area**"). **B.** The access to the Reserved Area will take place by using the credentials provided to the Exhibitor according to the modalities that will be established by Promotec in its sole discretion (for example, subscription to the Platform and/or sending the same by email or SMS), provided however that Promotec may establish any further specific credentials for the operations – even if occasional - of filling, acceptance and/or signing the Documents by the Exhibitors (in a comprehensive meaning, "**Credentials**"). **C.** As a further safeguard measure, Promotec will have the right to adopt two - factor authentication measures for the access to the Reserved Area and/or for the operations of filling, acceptance and/or signing the specific Documents that from time to time the Exhibitor will be asked to fill, accept and/or sign. Just as an example, a one-time password (cd. OTP) received according to the modalities set forth by Promotec (by email, by messaging or by other methods, such as, for instance, token) shall be considered as a two-factor authentication measure.
5. **General obligations of the Exhibitor.** The Exhibitor undertakes:
  - a) general commitment – to access to and use the Platform with diligence and correctness, in good faith, for lawful, legitimate and reasonable purposes and in any case exclusively in accordance with the purposes and prescriptions set forth by the Agreement and by the same Platform as well as by the Italian laws, the European Union legislation, the applicable international conventions/treaties and the decisions and practices of the Italian Public Authorities;

- b)** truthfulness of data – to insert and/or transmit through the Reserved Area only truthful data, concerning the Exhibitor and to constantly update such data, having special but not exclusive reference to the change of the contact person;
- c)** devices – to equip itself with hardware and software devices (in particular, antivirus, antimalware and anti-phishing software) and connection systems necessary to use the Platform in a secure way, in accordance with the current best practices and any instructions published on the Platform;
- d)** Credentials – to adopt any safeguard measure required to assure the confidentiality and the proper use of the Credentials and to immediately inform Promotec in the event of any loss, misuse (also potential) and/or unauthorized use and/or disclosure to third parties, taking any action promptly for the recovery and/or the modification of the Credentials according to the instructions made available on the Platform;
- e)** control – to check carefully the actions performed and/or the data and/or information uploaded before completing the relevant actions and/or procedures on the Platform;
- f)** use of the contents of the Platform – to use the contents made available on the Platform for purposes strictly related to the use of the Platform, and in any case in accordance with the provisions of this Agreement;
- g)** active access – to constantly monitor the alerts and/or Communications received on the Platform and/or through the same by accessing with constant frequency to the Platform for such purpose, also depending on the ongoing events, in order to promptly view these kind of alerts and/or Communications, it being understood that the Exhibitor shall not have any right to make any claim against Promotec with regard to the effects arising out from the breach of this duty (e.g., impossibility of the Exhibitor to attend an Event because of the expiry of the terms as indicated in a Communication);
- h)** anomalies and mistakes – to communicate immediately to Promotec and in any case no later than 24 hours from the finding – through the channels available on the Platform – of any anomaly detected on the Platform as well as any mistake, in order to allow Promotec to make any assessment with the aim of identifying possible remedies that Promotec may decide to adopt in its sole discretion.

**6. Exhibitor's liability.** The Exhibitor acknowledges that it will be solely and exclusively responsible for

- a)** safeguarding the Credentials – the secure and correct storage of the Credentials and the related use. Therefore, the Exhibitor acknowledges its own exclusive liability for any damage which can occur to the Exhibitor, to Promotec, to the Stakeholders or to any third party, resulting from the storage and/or use of the Credentials in breach of the aforementioned obligations;
- b)** uploading/entering data and information - the truthfulness and lawfulness of data and information made available, in any way, to Promotec for - or through the use of – the Platform (e.g., data and information uploaded for completing the Documents, data and information provided for having access to the Reserved Area, etc.).

**7. Representations of the Exhibitor.** The Exhibitor accepts, acknowledges and declares that:

- a)** intellectual and industrial property rights – it is the owner of or in any case it is entitled to use the intellectual and industrial property rights associated with the data and information provided to Promotec to access to the Platform and subsequently to use the Platform, it being understood that the Exhibitor shall authorize Promotec to the publication of the same for purposes, including promotional purposes, related to the Platform;
- b)** rights on the Platform - the access and use of the Platform shall not give the Exhibitor any right on the Platform itself, neither on the software nor on the applications necessary to the functioning of the Platform;
- c)** rights of Promotec, of other exhibitors, of Stakeholders and of third parties – all the information, images, distinctive signs, trademarks (registered or not, including but not limited to the trademark Promotec), patents, software, know-how, inventions, models, compilation of data and database – included the one related to the Platform – and/or works or any intangible asset that are protected under the applicable national and European Union legislation as well as the international treaties/conventions on intellectual and industrial property rights and/or unfair competition and that are available on the Platform, will be and remain the exclusive property of Promotec and/or the other exhibitors and/or Stakeholders, provided however that the Exhibitor shall have no rights on them as a consequence of its access and/or use of the Platform;
- d)** legal/contractual consequences – it is legally bound to any effect of the Agreement and of the Italian Law for any reason whatsoever arising out of its expressions of will made on/through the Platform, comprising those arising out of the erroneous actions performed on the Platform and/or the uploading of wrong data and/or information and/or the misuse and/or unauthorized use of the Credentials by any third party, including the contact persons of the Exhibitor, having and has the material availability of the Credentials. By way of example, the Exhibitor shall be contractually bound to participate in an Event and therefore to bear the related costs and expenses whenever the adherence to the Event derives from the misuse and/or the unauthorized use of the Credentials;

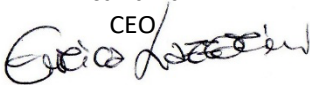
- e) notices - any notice of official communications made by Promotec shall be considered as duly received if such communications are sent to the contact details provided by the Exhibitor (e.g., the email address and/or the mobile number provided by the Exhibitor) on the Platform and/or through the Platform;
  - f) storage - the uploading of data, documents (including the Documents) and information on the Platform doesn't create for Promotec any duty/obligation concerning the storage and conservation of the same, it being understood that the liabilities and the costs related to the security, protection and storage of the aforesaid data, documents and information will remain with the Exhibitors, also in the event of exercise of Promotec's right to erase data pursuant to article 9.C. of this Agreement.
- 8. Exclusion of the Exhibitor from the Platform.** **A.** Promotec is entitled to exclude the Exhibitor from the access to the Platform, permanently and/or as a precautionary measure, whenever Promotec finds out and/or receives information concerning
- a) a breach of the terms and/or the regulations related to the Events;
  - b) any non-compliant use of the Platform having regard to the purposes of the Platform;
  - c) any conduct potentially unlawful and/or not legitimate which may be in breach of legal provisions and also contrary to public order and morality standards and/or which may have injurious effects on Promotec and on the other users of the Platform;
  - d) warnings and/or notices and/or complaints and/or requests from any person (including other exhibitors) and/or public authorities concerning, by way of example, intellectual and/or industrial property rights;
  - e) the lack of access to the Platform for a period of six months from the last access or for a different period of time communicated on the Platform.
- B.** Promotec shall inform the Exhibitor of the exclusion and the related reasons within a reasonable period of time and, in any case, within thirty days from the exclusion.
- 9. Rights of Promotec.** **A.** Promotec is at any time entitled to interrupt, partially or wholly, permanently or temporarily, the access to and the use of the Platform, and/or to require a paid access before the access to and use of the Platform by only giving – if possible – prior communication. **B.** Promotec may not ensure the continuous and constant access to and use of the Platform, which may be interrupted and/or suspended for the reasons set forth hereafter in articles 10 and 11 and for other reasons indicated in the Communications, if any. **C.** Promotec has the right to delete, partially or wholly, the data, information and, in general, the files associated with the dashboard of any Exhibitor: immediately and without any prior notice, at the time when the Exhibitor concerned is excluded from the Platform upon occurrence of the cases referred to in article 8 and after sixty days have elapsed, starting from the relevant specific communication for any other reason whatsoever other than the cases listed in article 8. **D.** Promotec has the right to charge the Exhibitor with the costs and expenses related to the assistance provided by phone or by email at the Exhibitor's request for activities and/or operations that can be performed autonomously through the Platform according to the instructions published hereto.
- 10. Interruption of functioning of the Platform.** The access to the Platform may be temporarily interrupted for reasons not attributable to/independent from Promotec, including but not limited to:
- a) force majeure or unforeseeable circumstances;
  - b) activities and/or operations and/or acts or omissions of third parties providing, at any title, services functional to the Platform, including, by way of example, hosting, internet access and technical assistance;
  - c) third parties' unlawful and/or not legitimate activities and/or operations and/or acts or omissions or anyway unrelated to the purposes of using the Platform.
- 11. Suspension for IT-technical reasons.** **A.** Promotec reserves the right to perform planned IT-technical interventions for the purposes of management, update, modification, implementation and/or protection of the Platform that may cause the temporary suspension of the use of the Platform. The Exhibitor in the event of this kind of suspensions/interruptions shall not be entitled to any claim. **B.** In such circumstances, if it's possible and consistent with the potential urgency, Promotec will publish on the Platform and/or will send proper communications on the start time and duration of the suspension period.
- 12. Exclusion and limitation of Promotec liability.** **A.** Under no circumstance Promotec shall be considered liable for any action, activity and/or conduct held by the users of the Platform, including the exhibitors, on the Platform and/or through the use of the same, and also held as a consequence of the suspensions indicated above for any delay, discontinuity, suspension, interruption or exclusion, subject however to information obligations, if possible and where expressly undertaken. **B.** Except in cases of willful misconduct or gross negligence, in no event Promotec shall be liable for any damage that may occur to the Exhibitor resulting from any disruption and/or malfunction

of the Platform due, even partially, to activities and/or operations and/or acts and/or omissions performed by Promotec and/or the third parties, acting on behalf of Promotec. **C.** Promotec shall not be liable for any pecuniary and non-pecuniary, direct, indirect, incidental, consequential damage, and/or any prejudice and/or loss suffered by the Exhibitor such as, by way of example but not limited to, loss of data and information, economic loss, reputational damage or loss of profit, absent or defective/partial use of the Platform, suffered by the Exhibitor as consequences of the use or the impossibility of using the Platform and/or the impossibility to take part to the Events or the exclusion from the Platform; therefore, in such circumstances, the Exhibitor shall not be entitled to receive any reimburse, indemnification and/or compensation of whatsoever kind.

- 13. Indemnification.** The Exhibitor shall be liable for any non-fulfillment and violation (i) of the obligations provided for by the Agreement, with particular but not exclusive reference to the obligations set forth in article 5 and (ii) of the rules of the Platform and it shall hold Promotec harmless and indemnified from and against any and all direct and/or indirect damages and/or prejudicial effect, including the ones related to the reputation and corporate image, resulting from any direct and/or indirect claims, actions, requests, complaint asserted or made by any person including third parties (intending thereby also the Stakeholders and other Exhibitors) and/or by public authorities, on grounds of the above mentioned non-fulfillments and violations.
- 14. Duration. A.** The Agreement shall continue in force for an indefinite period of time, until terminated by either party by notice in writing to the other party, which may be communicated also to the contact details and/or through the channels made available on the Platform. **B.** The withdrawal – communicated according to the above provision - shall take effect the day on which the notice is received, provided that such notice shall affect only the Agreement, without involving the relationships between the parties arising out of the contractual documents signed also in accordance with the Agreement, with the result that the withdrawal shall not affect the commercial and/or contractual commitments (and the related effects) undertaken by the Exhibitor through the use of the Platform prior to the withdrawal notice.
- 15. Processing of personal data.** Although almost all the exhibitors are not natural person, Promotec shall process personal data deemed essential to the use of the Platform for contractual and/or pre-contractual purposes, in accordance with the Regulation (EU) 2016/679 (“GDPR”) on the protection of natural persons with regard to the processing of personal data and the applicable Italian Law (Legislative Decree 196/2003 as amended by the Legislative Decree 101/2018). The privacy policy specifically referred to such processing activity will be available on the Platform.
- 16. Applicable law and jurisdiction. A.** The Agreement shall be exclusively governed by the Italian Law. **B.** Any dispute arising out of this Agreement or regarding its validity, performance, interpretation, and/or effectiveness shall be submitted to the exclusive jurisdiction of the Court of Bologna (Italy).

Enrica Lazzarini

CEO

A handwritten signature in black ink, appearing to read "Enrica Lazzarini", written over the printed name and title.

for Promotec