

GENERAL CONDITIONS FOR THE SUPPLY OF THE SERVICES OF THE BUSINESS CENTRES (BC) MEMBERS OF ASSOTEMPORARY (ITALIAN TEMPORARY SHOP, SHOWROOM, BUSINESS CENTRE, EVENT SPACE AND RELATED SERVICES ASSOCIATION)

Act registered in Milan, Registry Office – Private Acts 29.03.2001 n. 4203 series A

1) Unitary nature of the CONTRACT

- The parties reciprocally acknowledge that all the commitments they assume with regard to the other party (hereafter referred to as the “CONTRACT”) are described and governed exclusively by the following documents:
 - ♦ “Request for Services” (hereafter the “REQUEST”), signed by the principal (hereafter the “CLIENT”), together with the Services Description (hereafter referred to as “SERVICES”) and the present “General Conditions for the Supply of the Services” (hereafter GENERAL CONDITIONS).
 - ♦ “Order Confirmation” signed by the contractor (hereafter referred to as the Business Centre or BC).
- Any previous written or verbal offer and/or confirmation and/or agreement concerning the relations between CLIENT and BC is made void by the signature of these documents.
- Any different subsequent agreement will have no value between the parties unless it is drawn up in writing and by explicit agreement, under penalty of nullity.
- The parties also reciprocally acknowledge that all the clauses in the CONTRACT constitute a sole and indissoluble context.

2) Cause of the CONTRACT

- The CLIENT takes note that BC is a contractor with a structure and organisational means so as to supply, against compensation, a series of services which are analytically indicated in the REQUEST. Consequently, any mediation activity by BC to take on or deal with business negotiations belonging to the CLIENT is explicitly prohibited, as does not operate as a business agency.
- The parties also acknowledge:
 - that they intend to underwrite an agreement on unitary grounds (with a sole aim), governed by art. 1677 C.C., and not a mixed concern.
 - that they do not, in any way, intend stipulating a leasing agreement, not even an irregular agreement.

3) Guarantees

- The Guarantee Deposit (hereafter the “DEPOSIT”), paid when the CONTRACT was stipulated (art. 1782 C.C.) remains for the whole DURATION of the contract, unproductive of interests (art. 1815 C.C.), as a guarantee of any damages incurred by BC for reasons chargeable to the CLIENT, his employees and in general to any successors in cause, as well as of contractual obligations in general.
- Therefore, it may never be used to settle invoices or other unpaid payments and will be given back within 30 days of the expiry or cancellation or withdrawal of the contract, after deducting the amount due to BC for outstanding settlements and/or damages.
- It will also be periodically supplemented by the CLIENT according to variations in the monthly CONTRACTUAL PAYMENT.
- The GUARANTEE of Personal Solidarity of the signatory of the CONTRACT will come into force even without the previous examination of the CLIENT.

4) Duration and tacit Renewal

- The requested service will be supplied by BC for the entire agreed contract duration. In case of early extinction required by the CLIENT no exemption from payments due under the contract or any reimbursement of sums paid in advance for any reason will be allowed.
- In the case of a tacitly renewable CONTRACT, this may be cancelled, at the first or subsequent expiry dates, by the party concerned, by sending written notice to the other party by registered letter, at least 30 days prior to the expiry date. Should the first or any subsequent expiry fall in the period 1st July – 31st August, and 1st December – 15th January, the period of notice will be extended to at least 60 days.
- In case of no written communication as mentioned above, if the CLIENT intends anyway recede from the contract, he will be obliged to pay the total amount due till the nearest contractual expiry date.
- In case of contract shorter than 2 months, expiry date is the contractual one, unless otherwise agreed in writing between the parties.

5) Late Payment

- Any delay by the CLIENT in paying even only one of the invoices constitutes cause for the resolution of the CONTRACT and hence for definite agreement, ex art. 1456 C.C. In any case BC is authorised to collect a penalty at a yearly rate 10 points over the Official Discount Rate for the delayed payment.

6) CLIENT's right

Any person and/or Company that underwrites the commitment and persons listed in the "REQUEST" are entitled to use the services of BC. Any changes to this list must be notified to BC in writing.

7) CLIENT's Obligations

- The Client commits himself to carry out his own business in full observance of the Laws and Rules in force in Italy.
- Therefore, BC is exonerated from any and all liability resulting from and pertaining to the business carried out by the CLIENT using BC services, as well as from circumstances ascribable to him and/or his successors in cause.
The CLIENT therefore commits himself to keeping BC exonerated from, and not responsible for, any results of a civil, penal, administrative or fiscal nature, and for any other burden that might be caused to BC by the CLIENT's activities or by events ascribable to him and/or his successors in cause.
In particular, as an example, he shall pledge to carry out immediately all necessary actions and to sustain directly the costs to release the assets of BC from any obligations that might be imposed by the administrative, judiciary or Public Safety organs, also pledging that he will reimburse BC for any costs incurred or damages suffered.
- Moreover, he pledges that he will immediately notify BC of any change that might subsequently take place in the following information previously supplied with the "REQUEST":
 - Activity carried out
 - Complete company's data: company name, tax code, VAT number, registration number at the Chamber of Commerce, registration number at Court, registered office, name of the directors;
 - Place where the company and fiscal books are kept.
- The premises, equipment, furniture and plants received for use by the CLIENT must be treated with the normal care necessary for the use to which they are intended and must not be removed or damaged.
- At the end of the contractual period they must be handed over, removed of all assets, document files and such like belonging to him or concerning him, in the condition in which they were received, apart from normal wear and tear.
- The CLIENT is therefore responsible for any damages caused to the premises, furniture, plants and services, by himself, his employees or his successors in cause as well as by anyone appointed by him, by his visitors or by any third party he has decided to introduce or admit to the premises of BC
- Any costs for repairs or for reinstating the status quo will be charged to the CLIENT.
- BC may deduct compensation from the DEPOSIT, barring any other action or right.
- Finally, the CLIENT may not, without explicit authorisation from BC make any changes or addition to the plants, equipment and furniture received for use that may undergo additions, innovations or renewal following the exclusive and unquestionable decision of BC
- Considering the nature of services supply exercised by BC, should the CLIENT set up his legal domicile in the premises of BC (allowed only in case of furnished office contract) signing the General Conditions engages himself to transfer immediately his legal domicile at the end of the contract. In any case all registered letter and/or official communication will be rejected.

8) Discretion

BC undertakes, within its area of services, not to disclose, in any way, information concerning the CLIENT's business and to operate in a way so as to guarantee, as far as possible, maximum discretion.

9) Restriction of responsibility

- The CLIENT declares that he has visited the premises in which the contractual services will be supplied and that he has no objectives or exceptions to make concerning them, having found them to be completely to his full satisfaction.
- He also explicitly declares that the plants, equipment, furniture and the organisation of the secretary's office, used by BC in carrying out its services, are well known to him and he pledges that he accepts the basic services, as well as accessory and expendable services, in the conditions they are supplied by BC.
- The CLIENT therefore exonerates BC from any responsibility concerning the above and explicitly waives his right to make any claim and/or take any action in order to obtain compensation for damages due to any mistakes, disservice and irregularities that may occur during the supply of services, including cases of technical problems involving the plants and equipment or limitations in use imposed by the Public Authorities.
- The CLIENT takes note and explicitly declares that he is aware of and accepts that the SERVICE only provides for making the furnished offices available and does not, in any way, include the safekeeping of the assets, equipment, documents, securities and valuables, vehicles and anything else introduced or deposited in them by the CLIENT and exonerates BC from any liability in the event of burglaries, thefts, break-ins, hold-ups and fires, or from damages of any kind that might, by chance or as a result of force majeure, be caused to the CLIENT, his assets, and his successors in cause who might be with him at BC, and he explicitly waives the right to make any requests and/or take any action for recovery and/or make any claim for damages.
- The CLIENT however may not make any complaints about the services supplied or about any other alleged breach of contract, unless he has paid all the amounts owed, under penalty of the resolution of the CONTRACT under art. 1456 C.C.

10) Express Cancellation Clause

- BC can, without giving any notice, terminate the CONTRACT by full right under art. 1456 C.C., as well as in the cases explicitly provided in art. 5) "Late Payment"; art. 9) Restriction of responsibility and art. 13) "Ban on transfer of contract", for the following reasons:
 - a) omission and/or refusal to supply information about any changes in the data under art. 7 and/or indication of false, inexact or incomplete data;
 - b) exercise of activities that are against the law, regulations, public morality and public order, or, in any case, different from those declared;
 - c) promotion or exercise of activities similar or in competition with those exercised by BC.;
 - d) attempt to wrongfully obtain confidential information concerning other Clients;
 - e) attempted or actual recruitment of BC. personnel;
 - f) unauthorised introduction and use of machines, plants and equipment belonging to the Client, connected to service mains and networks (electricity, telephone and data transmission) belonging to BC;
 - g) exposing BC to the risk of attachment and/or any other judicial activity within its own premises;
 - h) publication in the press or on Internet of articles, advertising messages and anything else that may harm the prestige of BC;
 - i) in general, any behaviour by the CLIENT that may cause serious disturbance, annoyance or offence to the personnel of BC or other Clients, that may obstruct normal functioning of the services or that may bring discredit to BC;
- This list is given purely as an example and is not peremptory.
- Termination of the CONTRACT will entitle BC to return to sender and to disregard any mail addressed to the CLIENT,...
- The declaration made under sub-section 2 of art. 1456 C.C. will be notified to the CLIENT in writing by a "registered letter delivered by hand" directly or, if this is impossible, by "registered letter with return receipt" addressed to his registered office declared. The CLIENT therefore assumes, by express and essential agreement, full responsibility for the effects resulting from inaccurate communication of his registered office and for failure to notify changes to the same, in case he is electing the premises of BC as his own domicile, for the sole purpose of this contract.

11) Treatment of assets that have not been withdrawn

- In the event of termination of the CONTRACT, under the previous art. 10), BC, under the explicit and essential agreement between the Parties pursuant to art.1456 C.C., is authorised to remove all assets and objects belonging to the CLIENT from the premises previously used by the latter. These objects will be put in premises allocated for this purpose and stored for a maximum of 3 months, charging the CLIENT for packing, transport, storage and insurance costs. After the three months have passed, they will be destroyed or sold, again under the explicit and essential agreement between the Parties under art. 1456 C.C., and with explicit waiver by the CLIENT of his right to any claimed compensation.

12) Penalty Clause

- Termination of the CONTRACT (under art. 10), declared under the provisions of the CONTRACT, will give BC the right to withhold the DEPOSIT as compensation for damage as well as any other sum that may have been paid in advance such as partial advanced payments of amounts due and also the immediate suspension of the use of the services.
- This however excludes the right to claim for major damages.

13) Ban on transfer of the Contract

- By explicit agreement, the use of the services that are the object of the CONTRACT is strictly reserved to the CLIENT, in whose name the CONTRACT has been written. The transfer to others, for any reason, of the CONTRACT and the relevant services is therefore forbidden.
- Failing the above, the contract will be terminated under art. 1456 C.C.

14) Competent Jurisdiction

- Should any dispute arise, the competent Jurisdiction is exclusively that of the residence of BC.

15) Fiscal regulation

- The CLIENT takes note that payments relative to the CONTRACT will be subject to VAT in accordance with the law.
- All expenses and taxes related to the contract will be charged to the CLIENT.

16) Protection of privacy

- The Parties reciprocally note and agree that Personal Information gathered during stipulation of the CONTRACT and its subsequent implementation, will be treated in observance of the provisions of Law no. 675 of 31/12/1996, for purposes strictly necessary for implementing the CONTRACT itself.

Date _____

Stamp and Client's legal representative signature _____

For the purposes and effects of articles 1341 and 1342 of the Italian Civil Code, I declare that I have examined the whole CONTRACT and, in particular, the following articles of the GENERAL CONDITIONS, which I approve specifically and accept totally by signing them at the foot of the page:

- Art. 1) Unitary nature of the Contract
- Art. 2) Cause of the Contract
- Art. 4) Duration and tacit Renewal
- Art. 5) Late Payment
- Art. 6) Client's right
- Art. 7) Client's obligations
- Art. 9) Restriction of responsibility
- Art. 10) Express Cancellation Clause
- Art. 11) Treatment of assets that have not been withdrawn
- Art. 12) Penalty clause
- Art. 13) Ban on transfer of contract
- Art. 14) Competent Jurisdiction

For specific approval

Date _____

Stamp and Client's legal representative signature _____