

GENERAL CONDITIONS FOR CONGRESS SERVICES

Clause 1 - General Conditions.

The present General Conditions regulate the procedures and terms for the concession of services relating to the use of Congress Spaces and Ancillary Services (collectively referred to as "Congress Services") which shall be supplied to the Hirer at the Congress Centre "Torino Incontra" (also referred to as "The Congress Centre") by Torino Incontra, a special company forming part of the Chamber of Commerce (C.C.I.A.A.) whose registered office and administrative office is located in Via San Francesco da Paola 28, Turin and whose Congress Premises are located in Via Nino Costa 8, Turin ("Congress Spaces" and "Ancillary Services" are the "Halls, Rooms, Spaces" and the "Services" respectively as referred to in the contract to which the present general conditions form an integral and substantive part). The Hirer expressly declares that he has seen and/or has full knowledge of the structural and technical features of the Congress Spaces and Ancillary Services and that these are suitable to host the event, and in doing so thereby exonerates "Torino Incontra" from any responsibility whatsoever (the "Hirer" and "Event" being indicated in the contract to which the present general conditions are an integral and substantive part).

The Hirer also acknowledges that the Congress Spaces that are not occupied for the event can be used by Torino Incontra for organising other concomitant events, providing to third parties areas not provided for the use of the Hirer. In this case the common areas will not be exclusively available to the Hirer and will be used along with others who are not party to this contract.

Clause 2 - Terms of Usage of "Congress Services".

The Hirer is entitled to use the Congress Services specified in the contract to which these General Conditions form an integral and substantive part exclusively during the period specified therein ("Period of Use") and only for carrying out the Event described therein. Participation in meetings is permitted to those provided with an invitation, which shall be shown when requested upon entrance. The Hirer is required, on his own responsibility, not to permit entry to a greater number of persons than the number permitted by the capacity of the Halls/Rooms, meaning the number of seats in each Hall/Room. The maximum capacity of the Congress Centre is 750 people with a maximum for each individual Hall of: 341 in Sala Cavour, 161 in Sala Giolitti, 101 in Sala Einaudi, 57 in Sala Sella, 15 in Saletta Molino, 10 in Saletta Juvarra and Saletta Guarini, and 47 in Sala Gobetti.

In any event the Hirer acknowledges the right of Torino Incontra not to admit a number of persons exceeding the capacity of the Congress Spaces booked as set out in this clause.

It is nevertheless understood, in accordance with current legislation in force, that unless stipulated otherwise in writing, it is forbidden to carry out activities (or to make use of the Congress Services in any way) for events whose objective is not economic, scientific, educational, cultural, commercial or sporting.

In the interest of ensuring the most efficient preparation and carrying out the event the Hirer shall supply detailed information regarding the event programme at least four weeks prior to the commencement of the event.

No advertising or sale of services of any kind whatsoever shall take place within the Congress Centre during the event except with the prior written agreement of Torino Incontra.

Clause 3 - Additional installations in the Congress spaces.

If the Hirer wishes to install decorations signs, equipment, machinery, scenery, posters, hoardings etc in the Congress Spaces he must seek prior written consent, obtained at the discretion of Torino Incontra. It is understood that the installation of such items is not permitted where the same, in the unquestionable opinion of Torino Incontra, constitutes an alteration to or interference with the existing structures or furnishings (such as, for example, fixings to walls, floors or ceilings) or compromises the safety of the premises due to static instability, excessive weight or for any other reason whatsoever, including compromising the image of the venue. The arrangement or installation of the above-mentioned items shall be carried out by the Hirer at his own expense and must be carried out under the supervision of Torino Incontra. It is understood that the Hirer shall have sole

responsibility for any consequence or damage whatsoever, including to third parties, arising from the installation of the said items and that the Hirer himself hereby undertakes to exempt and indemnify Torino Incontra from any third party claim arising from the same.

All materials used by the Hirer in setting up the event must be fireproof.

Furthermore, the Hirer must possess and retain at the premises of the event documents certifying the above characteristics in full compliance with the law. A declaration by specialist companies that the Hirer has met the required standards, utilising material approved by the Ministry of the Interior is also acceptable. For events that include exhibitions, the Hirer is required, in addition to the matters set out above, to equip the stands at his own expense with an appropriate CO2 powder or fluobrene fire extinguisher, taking account of the space occupied and the items displayed.

In any event, all additional installations set up by the Hirer pursuant to this clause shall comply with the Italian statutory regulations with regard to the safety of equipment.

Clause 4 - Time Schedule for use of "Congress Services".

The time schedule for Spaces and Congress Services shall be agreed in advance with Torino Incontra and must be included in writing in the present contract. In no circumstances can the time schedule be exceeded, save where agreed by supplementary agreement with the application of a 50% surcharge on the cost of the congress spaces.

Clause 5 - Return of Congress Services at the end of the Period of Use.

At the end of the last day indicated in the Period of Use of Congress Services the Hirer shall return the Congress Spaces free of persons and articles and in the state and condition in which it was found at the commencement of the Period of Use.

If at the said commencement the Hirer did not inform Torino Incontra in writing as to any defects regarding the condition of any of the structures and furnishings of the Congress Centre, the Hirer shall be deemed responsible for any losses, damage or defects found at the end of the Period of use, authorising Torino Incontra as from that moment to repair the damage at the expense of the Hirer himself.

Clause 6 - Responsibility of the Hirer - Obligation to provide insurance cover.

In the halls and areas provided for the Event, the Hirer has sole responsibility for the activities carried out and for articles - belonging to Torino Incontra and/or to third parties - exhibited, deposited and/or in whatever way brought in by whoever, whether guarded or otherwise.

The Hirer, prior to the Period of Use of the Congress Services, must obtain an appropriate insurance policy against theft, fire and damage to the goods brought into the premises made available to him, in addition to what he is required to pay for civil liability. All insurance policies entered into in this respect shall contain a clause exempting Torino Incontra from any claim for liability.

The Hirer shall thereby absolve Torino Incontra from all liability to damages in relation to the events set out above, assuming full and personal responsibility.

Clause 7 - Area of responsibility of Torino Incontra.

Upon the Hirer accepting the present General Conditions, Torino Incontra undertakes to provide the "Congress Services" set out in the present contract.

Any additional Congress Service not expressly set out in the present contract must be requested in writing.

With regard to the above services the relevant tariff in force shall be applied, which the Hirer declares to have full knowledge of.

It is understood that the variable costs for Ancillary Services, such as telephone, fax, photocopies, cleaning of display and exhibition areas and other services, shall be charged to the Hirer according to the rates applied by Torino Incontra, which the Hirer declares to have full knowledge of.

It is understood that Torino Incontra is exonerated from any responsibility whatsoever in the event of non-performance caused by force majeure such as, among other things, strikes (involving staff at the event), electrical power failure, breakdown of technical machinery not caused by ordinary lack of maintenance, or exceptional natural events (earthquake, floods, epidemic or other). By way of penalty clause, it is agreed that in the event of liability on the part of Torino Incontra for non-performance such as to alter the normal carrying out of the Event, the Hirer shall be entitled exclusively to compensation for damages equal to 65% of the net global payment agreed for the use of the Congress Services.

Clause 8 - Further services upon request.

Any further additional services, even though not included among those specifically offered as Congress Services, such as simultaneous translation, illumination other than existing fixed lighting, catering, hostess services, cloakroom services etc., shall be obtained if necessary by the Hirer at his own expense through third party suppliers appointed by Torino Incontra or by the Hirer himself. In this case the Hirer is required to inform Torino Incontra by sufficient notice in writing of the nature of the said services and of the name of the supplier, which must be recognised for its professionalism and reliability. It is understood however that Torino Incontra shall not be held responsible for the services carried out by the said suppliers and the Hirer shall be responsible as surety to indemnify Torino Incontra.

Furthermore, Torino Incontra does not accept the role of depository and/or custodian of property brought onto the premises of the Congress Centre, whether directly or by way of third parties. If, in the absence of persons specifically appointed by the Hirer, Torino Incontra staff, while under no obligation to do so, sign receipts for any goods and/or materials sent by the Hirer or by third parties, Torino Incontra shall become depository and custodian and may therefore charge the Hirer himself the costs relating to the custody and warehousing of the materials.

Clause 9 - Charges - Terms and Conditions of Payment.

At the time of the signing of the present General Conditions, the Hirer shall make a payment equal to 100% of the sum (including VAT) indicated as "Total" in the contract to which the present General Conditions form an integral and substantive part, as a deposit, valid as a penalty payment and also in respect of penalty clauses, in accordance with that indicated below.

The balance of the overall sum due from the Hirer pursuant to the present agreement shall be paid at the end of the month from the date of the relevant invoice for the balance issued by Torino Incontra.

In the event of failure to make prompt payment of the sum indicated above, interest on the amounts due shall automatically be payable to Torino Incontra at a rate, on an annual basis, equivalent to Prime Rate as indicated by the ABI plus 3.5%.

Clause 10 - Right of withdrawal – Non-performance by the Hirer.

The Hirer is entitled to withdraw from the present contract up to 30 days prior to the Period of Use by notifying Torino Incontra by means of written communication which must be received by Torino Incontra before the expiry of 30 days as indicated above. The said communication must be received by registered letter with return receipt or by telegram or fax provided that the fax and the telegram are immediately confirmed by express registered letter. In the event of cancellation within these terms of the contract, the Hirer is entitled to the repayment of half of the penalty payment paid at the moment of signing the present contract, with the deduction of (or, if it exceeds half of the deposit, by reimbursing) any sums due by Torino Incontra to third parties for commitments undertaken by the latter pursuant to the execution of the present agreement, the remaining half being definitively due to Torino Incontra by way of compensation for the withdrawal.

The Hirer can withdraw from the current contract up to 5 days prior to the Period of Use by written communication which must be received by Torino Incontra before the expiry of 5 days as indicated above. The said communication must be received by registered letter with return receipt, or by telegram or fax provided that the fax and the telegram are immediately confirmed by express registered letter. In the event of cancellation within these terms of the contract, the Hirer is entitled to the repayment of 25% of the penalty payment paid at the moment of signing the present contract, with the deduction of (or, if it exceeds 25% of the deposit, by reimbursing) any sums due by Torino Incontra to third parties

for commitments undertaken by the latter pursuant to the execution of the present agreement, the remaining half being definitively due to Torino Incontra by way of compensation for the withdrawal.

Where the terms for withdrawal have expired without the right to withdrawal being exercised, in the event of the Hirer, prior to the Period of Use, communicating (in the manners set out above) his withdrawal from the Event, Torino Incontra - by way of penalty clause - has the right to withhold the entire sum paid pursuant to the first paragraph of clause 9, subject to the right to further claims for damages. In every case of non-performance by the Hirer, Torino Incontra has the right to the entire sum agreed, without prejudice to other legal remedies.

Clause 11 - Compliance with administrative regulations.

The Hirer is required to observe Police regulations and conditions (including indications for the availability of control and safety services), health regulations, general and specific regulations relating to the organisation and carrying out of activities forming part of the Event, as well as aspects relating to performance rights (to the Italian Authors' and Publishers Association) and shall himself obtain at his own expense all licences and authorisations required, it being understood that Torino Incontra is excluded from all liability relating to any omissions or failure to observe the said requirements.

Clause 12 - Possibility of using Services Agencies.

In the event of the Hirer entrusting the organisation of the Event to a Services Agency, the latter must be the subject of a specific written authorisation to sign the present contract in the name of or on behalf of the Hirer, who assumes directly and together with the said Services Agency the obligations arising from it.

Clause 13 - Obligations regarding conduct within the Congress Centre.

Inside the Congress Centre is strictly forbidden:

- to smoke in any of the halls, rooms or offices pursuant to article 1(b) of Legislative Decree no. 584/75;
- to bring in inflammable substances;
- to bring in animals of any type or species;
- to enter rooms containing technical and audio-visual equipment;
- to obstruct in any way whatsoever emergency exits which must always be easily and clearly accessible;
- to conceal or move in any way whatsoever the fire extinguishing equipment whether fixed or movable;
- to conceal or move any signs within the Congress Centre;
- to move furniture or moveable seating situated in the common areas

Clause 14 - Exception regarding non-performance.

The Hirer expressly acknowledges that Torino Incontra has the right not to provide the Conference services that are subject to the present contract - including therewith the right not to allow admission of participants to the Event - if the Hirer has failed to comply exactly and promptly with any single obligation set out in the present contract, thereby exonerating Torino Incontra from any responsibility whatsoever.

Clause 15 - Express termination clause.

Without prejudice to any further legal claims, by way of express termination clause it is agreed that Torino Incontra has the right to terminate the present contract where the Hirer has not promptly and fully complied with any one of the obligations indicated herein below:

- (a) obligation not to organise within the Congress Spaces events other than those permitted within the meaning of clause 2 of the present contract and not to use the Congress Services for the pursuance of such other events;
- (b) obligation to obtain insurance cover as set out in clause 6;
- (c) obligation to pay the penalty deposit as set out in clause 9 of the present General Conditions of the contract;
- (d) obligation to observe the regulations, conditions and legal provisions as set out in clause 11 of the present contract as well as obtaining every necessary licence or authorisation.

The contract shall be legally terminated at the moment of receipt by the Hirer of the declaration by Torino Incontra (which shall be validly sent, in accordance with the methods set out in clause 10

above, to the address of the Hirer as indicated in the present contract) by which it communicates its wish to invoke the present clause.

Clause 16 - Amendments to the Contract – Competent jurisdiction.

The present contract can be amended only in writing.
The Court of Turin shall have exclusive jurisdiction with regard to any dispute, all other jurisdictions being expressly excluded.

Clause 17 – Personal Data Protection Information - in compliance with Art. 13 Legislative Decree 196/2003

In compliance with art. 13, Legislative Decree 196/2003 Torino Incontra – Conference Centre of the Torino Chamber of commerce, a company with a special statute having the legal title for data processing according to Legisl. Decree 196/2003 will perform this function by means of data processing systems with the following aims:

Fulfilment of fiscal and accounting obligations;
Congress, administration and accounting activities connected to appropriate fulfilment of the existing or future contracts obligations.
To promote private activities;
Performance of the duties envisaged by the law, by regulations or the European community regulation;
The Title holder will have the faculty to use you personal data to keep you informed on its products and services;
Your personal data might be communicated to external subjects in charge of carrying out specific services connected to the above said aims, mostly banks, companies, entities, consortia or associations whose goal is credit protection.
The above said subjects, as independent title holders for data processing, will provide adequate information about their specific data processing.

Employees working in administration, accounting, invoicing, management control and balance sheet drawing, data processing, IT systems, trading and drawing of contracts relevant to services and products offered by the Title holder are those who have been appointed and have access to your personal data used for the above said aims.

To exercise the rights under art. 7 Legislative Decree 196/2003 the person in question needs to refer to the Title holder in particular about:

- confirmation of the existence or otherwise of your personal data;
 - cancellation, transformation into anonymous form or blocking of data held in breach of the law.
 - updating, amendment and if deemed necessary the integration of the data processed by us;
 - the right to partially or totally oppose the use of personal data for legitimate reason
 - the right to oppose the use of personal data for interactive commercial communication or for sending advertising material or communication;
- in addition the complete list of the people in charge of data processing can be requested.

The person in charge of data processing is the Director of Torino Incontra purposely appointed.

Clause 18 - Official Language

The official language of the contract is Italian. All documents relating to the contract, as well as all declarations, communications made or requested by the parties, must be written in Italian. In the event of disputes or claims or differences in interpretation between the two texts the Italian text shall prevail. Papers relevant to the contract will also be provided in English.

The undersigned Hirer declares that he understands the General Conditions of the Contract, which he unconditionally accepts and approves.

Turin, the day of

Torino Incontra

(job title)

Turin, the day of

The Hirer

(stamp and signature)

Within the meaning and pursuant to articles 1341 and 1342 of the Civil Code, the undersigned Hirer declares that he understands and expressly accepts the provisions contained in the following clauses: 1. (General Conditions); 3. (Responsibility of the Hirer for his own installations); 5. and 6. (Liability for damage); 7. and 8. (Limitations of responsibility of Torino Incontra); 10. (Withdrawal and penalty clause); 11. (Compliance with administrative regulations); 14. (Exception regarding non-performance); 15. (Express termination clause); 16. (Restriction on competent jurisdiction). 17. Personal Data Protection Information - in compliance with Art. 13 Legislative Decree 196/2003

Turin, the day of

The Hirer

(stamp and signature)
