



CONTRACT FOR THE PERFORMANCE OF ADVERTISING

WEB MARKETING - SOCIAL

Between

_____, tax id Code/P.IVA _____, con sede in _____, in person of _____
in its capacity as _____ from now "the Client"

e:

LUCA MIRCOLI_resident in ABETONE street 6th Milan, Tax Id Code MRCLCU76L26H769P/P.IVA 09911660968, from now "the Supplier" together "the Parts"

It is agreed and stipulated as follows:

1. OBJECT OF THE CONTRACT

1.1 With this contract, the Customer entrusts the supplier, who accepts, with publishing the banner adv on the channel named and having the following address https:.....owned by the Supplier and by the latter managed the Supplier's advertising with the content and the graphics chosen in common agreement between the Supplier and the Customer and approved by the latter with a specific email to be sent to the Supplier before the advertisement is posted on the advertising banner at the address indicated in the contract (mircoli.luca@yahoo.com).

1.2 The Supplier fully assumes the risk of completing the work, committing to carry it out in total autonomy, with organization and own means as well as to guarantee the best technical-quality standards without any subordination constraint.

1.3. In any case, the Supplier reserves the right at its sole discretion to examine the content of the advertisement requested by the Customer and to reject those having content directly or indirectly attributable to issues relating to products and

/ or issues contrary to human and animal rights, related to oil, drugs, prostitution, pornography of any kind, sex chat, adult dating sites, politics, religion, gossip, weapons, warfare, homophobia, discrimination of the human race, inequality of rights, inequality of opportunity between men and women, gambling and betting (including online), of apology for Nazism, terrorism, the mafia, without this entailing a right to compensation for damage in favor of the Customer.

2. DESCRIZIONE DELL'OPERA

2.1 L'opera consisterà nella realizzazione di n.....banner da collocarsi nella parte.....del sito con la grafica e il contenuto di cui all'ALLEGATO A, espressamente approvato dal Cliente con mail inviata al Fornitore in data _____, che si allega unitamente all'Allegato A.

2.2. Il Fornitore dovrà svolgere a favore del Cliente tutte le attività necessarie e/o strumentali al compimento dell'opera, anche ove non espressamente menzionate nel contratto senza che ciò comporterà costi aggiuntivi a meno che detti costi aggiuntivi non siano preventivamente comunicati dal Fornitore al cliente e da quest'ultimo espressamente approvati.

3. METHOD OF EXECUTION OF THE WORK

3.1 The Supplier must start the activity byand up to

3.2 expiry of the deadline for publication of the advertisement on the advertising banner indicated in the previous point, the Supplier may at its sole discretion and without this entailing additional costs for the Customer to remove the advertisement from their social profile or to keep it

3.3. the Supplier will perform the work in a workmanlike manner, with the professionalism, diligence and expertise required by the type of assignment.

4. CHANGES TO THE PROJECT AND CHECKS

4.1. The Supplier may not make changes to the project without the prior written authorization of the customer and will not be entitled to any compensation and / or reimbursement limited to unauthorized changes.

5. FEE AND PAYMENT TERMS

5.1 The Customer undertakes to pay the Supplier the following by way of consideration for the construction of the work:(euro) for each banner published for the agreed period.

5.2. The payment of the amount indicated in point 5.1 by the Customer must be made in installments on a weekly basis, every Friday, for the amount = [NUMBER OF BANNER PUBLISHED in the seventh] X [BANNER AMOUNT point 5.1] to be paid by bank transfer in favor of the current account in the name of MIRCOLI LUCA IBAN: IT 20 U 08474 24403 000240104290.

5.3 The Customer must every Friday provide proof to the Supplier that the fraction of the amount has been paid by communicating to the email address mircoli.luca@yahoo.com of the CRO number of the transfer accompanied by the

specification of the number of paid banners published during the week in which the payment was made and this in order to allow the Supplier verifies that the payment made is correct with respect to the work actually commissioned and carried out / published during the reference week.

5.4. The consideration is all-inclusive and includes, among others, the compensation for all the activities necessary and appropriate for the completion of the work, labor costs, including those relating to any employees or collaborators of the Supplier, social security and welfare contributions, costs of materials, insurance costs, taxes of any kind with the exception of VAT if due.

5.5. Any additional costs for the construction of the work not expressly indicated in the contract, unless previously authorized by the Customer, will be borne exclusively by the Supplier.

6. DELAY



6.1 No compensation and / or no penalty may be requested by the customer from the Supplier in the event of a delay in the execution of the work within the tolerance limit of 10 days following the contractually agreed term.

7. **EXCLUSIVE AND COMPETITION**

7.1 During the execution period of this contract, the Supplier will have no exclusive obligation towards the Customer for the assumption of other assignments by third parties, even if in competition with the Customer.

7.2. The Supplier will not even be obliged to give visibility to the Customer alone.

Therefore, the same and / or neighboring spaces may also be destined for third parties even if in competition with the Customer.

8. **CONFIDENTIALITY**

8.1. The Parties mutually undertake to maintain the confidentiality of the information, data and documents provided during the execution of the contract and limited to that period.

9. **TERMINATION OF THE CONTRACT**

9.1 It is the right of the Parties to terminate this contract at any time. The communication must be made by email or by registered letter with return receipt, giving a notice of at least 15 calendar days.

9.2. In the event of early termination of the contract, no criminal indemnity or compensation for damage will be due and the consideration will be calculated based on the actual days of execution of the contract.

10. **EXPRESS TERMINATION CLAUSE**

10.1 The Parties establish that the violation of the terms and methods of payment will result in the legal termination of this contract without the need for any formalities.

11. **DATA PROCESSING**

11.1 The parties declare that they have mutually communicated orally and before the signing of this contract the information referred to in Article 13 of Legislative Decree 196/2003 regarding the processing of personal data provided for the execution of the contract and that they are aware of the rights that they are entitled to by virtue of art. 7 of the aforementioned legislation.

11.2 The Parties undertake to base the processing of data on principles of correctness, lawfulness and transparency in full compliance with the provisions of the aforementioned Legislative Decree 196/2003, with particular attention to what is prescribed with regard to the minimum security measures to be adopted.

11.3 The Parties declare that the personal data provided with this deed are accurate and correspond to the truth, mutually exonerating from any responsibility for material errors of compilation or for errors deriving from an incorrect entry of the data in the electronic and paper archives.

12. **JURISDICTION .**

12.1 The Parties declare that the Court of Milan will be exclusively competent for any dispute that may arise relating to the interpretation, execution and termination of this contract.

13. **REFERENCE**

13.1 For anything not covered by this contract and to complete it, express reference is made to the provisions of the Civil Code and current legislation on labor contracts.

Milan,

the Client

.....

the Supplier

.....

I declare to specifically accept, pursuant to art. 1341 of the civil code the following clauses: 3.3 Full liability of the Supplier for problems of a technical nature 4.2 Right of withdrawal of the Supplier for just cause 6.3 All-inclusive fee 9.4 Obligation of the Supplier to enforce the confidentiality obligations of third parties 12.1 Derogation from the competent court

the Client

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the Supplier

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