Between

_____, tax id Code/P.IVA_____, con sede in_____, in person of_____,

in its capacity asi_____ *from now "tthe Client"*

e:

LUCA MIRCOLI resident in ABETONE street 6th Milan, Tax Id Code MRCLCU76L26H769P/P.IVA 09911660968, *from now "the Supplier" togheter "the Parts"*

It is agreed and stipulated as follows:

1. Object of the service
1. With this contract (hereinafter, the "Agreement"), the Customer entrusts the Supplier, who accepts, with the execution of the service referred to in clause 2.

2. Description of the Service
1.2.1. The service will consist of CREATING STORE on the Mi-Tu.it video portal (hereinafter, the "Service"), according to what is reported on the A-Mi.it website in the Products section.

3. Methods of carrying out the Service
1.3.1. The Supplier assumes the risk of performing the service, undertaking to organize, execute and take care of its performance in total autonomy, with its own organization and means as well as to guarantee the best technical-quality standards, in compliance with the provisions of the following clauses.
1.3.2. The Supplier undertakes to perform the Service in a workmanlike manner, with the required professionalism, diligence and expertise.
1.3.3. The Supplier assumes full responsibility and risk relating to any technical profile of the Service, including design, software writing, system compatibility or modification/updating of operating systems, which may intervene during execution.

1.3.4. Duration and withdrawal
1.3.4.1. The Service will start on_____and end on_____
1.3.4.2. The Supplier may withdraw from the contract for just cause. In this case, he has the right to reimbursement of expenses incurred and compensation for the Service performed, to be determined with regard to the useful result deriving from it for the Customer.

1.3.5. Variations and checks in the performance of the Service
1.3.5.1. Changes to the methods of carrying out the Service may only take place by written agreement of the Parties. The Supplier will not be entitled to compensation for non-agreed variations.
1.3.5.2. The Supplier will allow the Customer to carry out the verification and control activity pursuant to art. 2224 of the civil code , forcing itself to collaborate and provide the necessary support. The costs for the verification referred to in the previous period are charged to the Customer.

1.3.6. Consideration and payment terms
1.3.6.1. The Customer undertakes to pay the Supplier the amounts indicated in Annex A (hereinafter, the "Consideration"), which forms an integral part of the Contract.
1.3.6.2. Payment will be made upon presentation of appropriate tax documentation from the Supplier.
1.3.6.3. The Fee is all-inclusive and includes, among others, the fee for all the activities necessary and appropriate for the performance of the Service, labor costs, including those relating to employees or collaborators of the Supplier who may be employed in the Service, social security contributions and assistance, costs for materials, insurance costs, taxes of any kind with the exception of VAT, if due. Any additional cost for the provision of the Service not expressly indicat ed in the Contract will be borne exclusively by the Supplier.

1.3.7. Occupational health and safety
1.3.7.1. For the purposes of the provisions of art. 26, co. 5, of Legislative Decree no. 81/2008, the Parties declare that the Service will not take place in places of which the Customer has legal availability. Therefore, the Parties declare that there is no risk of interference deriving from the execution of the Contract.

1.3.8. Intellectual Property Rights
1.3.8.1. What has been created by the Supplier under this Agreement is its exclusive property and/or its suppliers. Unless authorized in writing by the Supplier, the Customer is prohibited from distributing to the public, or from assigning or sub-

licensing to third parties or, in any case, from allowing third parties to use, whether for consideration or free of charge, what has been created by the Supplier and/or its suppliers under the Contract.

1.3.8.2. The Customer maintains full ownership of the data and materials supplied by him, assuming all responsibility for their management, with the express exemption of the Supplier from any responsibility and burden of assessment and/or control in this regard.

1.3.9. Confidentiality obligations
1.3.9.1. Without prejudice to legal obligations, the Supplier undertakes to keep strictly reserved and confidential, not to disclose to third parties and not to use, except for what is strictly necessary for the purpose of executing the Contract, any data or information of which it has come knowledge on the occasion or as a function of the negotiation, signing or execution of this Agreement, in any form and on any medium. In particular, the Supplier acknowledges that any right directly or indirectly connected to the use of such information belongs exclusively to the Customer.
1.3.9.2. The confidentiality obligations referred to in this clause will be effective for the entire duration of the Contract.
1.3.9.3. In the event of termination of this Contract, for whatever reason, the Supplier undertakes to return to the Customer, within 15 days of termination, all the material, in paper or digital form, pertaining to the Customer which it has come into possession of in the execution of the assignment, with the commitment not to keep a copy.
1.3.9.4. Pursuant to art. 1381 of the Civil Code, the Supplier will guarantee compliance with the above confidentiality obligations by all subjects who become aware of the confidential information in the execution of the Contract.

1.3.10. Assignment of the Contract
1.3.10.1. The Supplier may not transfer, in whole or in part, either the Contract or the obligations deriving from it to third parties, without the prior written authorization of the Customer.
1.3.10.2. In case of violation, even partial, of the above obligations, the contract will be terminated pursuant to art. 1456 of the civil code In this case, the termination occurs when the interested party declares to the other, in writing, that he avails himself of this clause.

1.3.11. Miscellaneous
1.3.11.1. The communications between the Parties must take place in writing, with personal delivery (with countersignature for receipt), sent by registered letter with return receipt, courier or by PEC, to the addresses indicated in the epigraph.
1.3.11.2. Any change to the domicile or addresses indicated above must be immediately communicated to the Parties, according to the procedures set out in this article. As long as the Parties have not proceeded to notify such changes in the manner described above, the communications made with these rules and to the addresses and persons indicated above will be considered valid.
1.3.11.3. The Parties explicitly agree that any modification of this Agreement can only take place in writing.

1.3.12. Exclusive jurisdiction
1.3.12.1. Any dispute relating to and/or connected to this Contract, including those concerning the validity, interpretation, execution or termination of the same, will be referred to the exclusive jurisdiction of the Court of the Supplier, with the express exclusion of any other competing judicial authority.

Milan, …………………

the Client

…………………………….

the Supplier

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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

…………………………….

the Supplier

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form an integral part of the Contract:

A. Consideration:

in accordance with the price tables for marketing services available on the website https://www.a-mi.it/PricesITA.html

number Store _____   for months _____, amount _____

B. Technical Sheet:

b.1 Store Name _____

b.2 Url to insert in the Store link _____

b.3 Video url to insert in the Store _____

b.4 Number of products to be exhibited _____

C. the Technical Minute document that will be drawn up by the Supplier at the end of the call with the Customer and shared between the Parties is an integral part of the Contract, indicating which products are to be displayed and how they must be inserted in the Store

Milan, …………………

the Client   the Supplier

……………………………….   …………………

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the Client   the Supplier

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