GENERAL TERMS OF CONTRACT

1. – Preambles – Definitions – Applicable Law – Court with Jurisdiction

1. Definitions – for the purposes of what is provided herein, the following definitions shall apply:
- **General Terms of Contract**: the contract, subject to these GTC, concerning the supply of Products in favour of the Customer, concluded between Condé Nast and the Customer itself, by way of the acceptance or execution by Condé Nast of the Customer's Order.
- **Condé Nast**: the company Editioni Condé Nast Spa (Tax Code – VAT No. 00834980153).
- **Customer**: the entity that, when instructed by the Customer, promotes the conclusion of, or in the capacity of agent, concludes the Purchase Contract with Condé Nast, accepting towards the latter the same obligations as the Customer, in accordance with Articles 1292 et seq. of the Italian Civil Code.
- **Prices**: the price due from the Customer for the advertising campaign in force by the time it will be applied to the products of the Customer to the Contract, if not expressly derogated in the Purchase Contract.
- **Price List**: the Condé Nast price list, in force at each time.
- **Customer’s Order or Order**: purchase order for one or more Products sent by the Customer, or on behalf of the latter, by the Advertising Agency, to Condé Nast.

2. – Offers - Orders

1. The price and characteristics of the Products mentioned in the prospectuses, advertising documents, price lists and offers to the public do not bind Condé Nast, which reserves the right to make changes to the same, at any time. All offers sent by Condé Nast to the Customer are understood not to be binding, subject to the provisions of Art. 2.6. The economic terms applicable to the supply of Products in favour of the Customer will, therefore, be those shown by the Price List in force at the date of the Customer's Order, or those laid down by the Purchase Contract.

2. The Customer's Order must be made in writing and, in the case of a legal person, they must be signed by a person authorised to execute the same for that purpose. In any case, the execution of the power of representation of the signatory is presumed in favour of Condé Nast. Condé Nast will be entitled, as in sole discretion, to accept – by way of way of execution - the Customer's Orders made in writing.

3. The Orders constitute an irrevocable contractual proposal for 90 days for the Customer, upon the expiry of which the Customer may revoke the Order in writing.

4. The agents or officers of Condé Nast do not have the power to bind the latter, except in the case of express written confirmation by a person having the power to commit Condé Nast. The transmission of the order confirmation or the execution of the Customer's Order will constitute acceptance of that Order by Condé Nast.

5. However, any partial execution of the Order does not constitute acceptance of the entirety of the Order.

6. The Customer's Orders, if they correspond, by quantity and quality of Products, to a previous offer of Condé Nast and do not contain clauses different from other terms indicated in that offer, have the nature of acceptance of the latter. Failing that, they will be seen as contractual purchase offers made by the Customer, subject to the provisions at points 2.3, 2.4 and 2.5 above.

7. Any requests to change the publication dates of the Advertisements, their format and number of colours to be used in the print, along with anything else relating to the Advertisements – which Condé Nast reserves the right to change, in sole discretion, to accept or reject - must be received in writing by Condé Nast at least 50 days prior to the dates fixed for publication of the Advertisements. No change may be requested by the Customer in relation to Advertisements to be placed in "special positions" (including the cover), as defined in the Price List. Any requests for the planning of a series of Advertisements in the Media.

8. Any change in the nature of acceptance of the latter. Failing that, they will be seen as contractual purchase offers made by the Customer, subject to the provisions at points 2.3, 2.4 and 2.5 above.

9. The Customer's Order must indicate, inter alia, the format, number and frequency of the Advertisements.

10. Customer for special positions - other than those provided by the Price List - will not constitute an obligation for Condé Nast, even if indicated in the Purchase Contract.

11. The Customer reserves the right, at its sole discretion, to accept or reject - must be received in writing by Condé Nast at least 50 days prior to the dates fixed for publication of the Advertisements. No change may be requested by the Customer in relation to Advertisements to be placed in "special positions" (including the cover), as defined in the Price List. Any requests for the planning of a series of Advertisements in the Media.

12. Any change in the nature of acceptance of the latter. Failing that, they will be seen as contractual purchase offers made by the Customer, subject to the provisions at points 2.3, 2.4 and 2.5 above.

13. Cancellation of Web Advertising Campaign - The Customer is given the right to request the cancellation of an already planned Advertising Campaign, by way of written communication, which, if received by Condé Nast:
- within 90 days before the date planned for the first Advertisement, will not involve any charge to the Customer;
- within 60 days before the date planned for the first Advertisement, will involve a charge to the Customer of 50% of the price scheduled for the Advertising Campaign;
- within 30 days before the date planned for the first Advertisement of or during the Advertising Campaign, will involve the charge to the Customer of 100% of the price scheduled for the latter.

14. In no case will the conclusion of a Purchase Contract involve the granting of exclusivity rights in favour of the Contract and the related prohibition for Condé Nast to enter into similar contracts with any other third party, wherein including competitors of the Customer or entities that sell products and/or services competing with those of the Customer.

3. – Price – Payments

1. – The Price due from the Customer for the Advertising Campaign is that shown by the Price List in force at the date of the Customer's Order, if not otherwise agreed in writing in the Purchase Contract. The VAT and any other transferable tax charge are borne in full by the Customer.

2. – Offers - Orders

(i) Any offers or contracts ("special" Produc-ents and/or online magazine published and made available or for which it has not been possible to suspend the publication: -(i)) to suspend or cancel the further publications planned in execution of the Purchase Contract that are still unfulfilled and also of Purchase Contracts other than those concluded with the Customer, without prejudice, in any case, to the right to compensation for damages; (ii) to demand the immediate payment of the same, in any case and for any reason due from the Customer, whose due day has not yet passed; (iii) to demand terminated by law, in accordance with Art. 1456 of the Italian Civil Code, the Contract or the Purchase Contracts that are in whole or in part unfulfilled by the Customer, without prejudice, in any case, to the right to compensation for damages.

4. – Offers - Orders

(i) Any offers or contracts ("special" Produc-ents and/or online magazine published and made available or for which it has not been possible to suspend the publication: -(i)) to suspend or cancel the further publications planned in execution of the Purchase Contract that are still unfulfilled and also of Purchase Contracts other than those concluded with the Customer, without prejudice, in any case, to the right to compensation for damages; (ii) to demand the immediate payment of the same, in any case and for any reason due from the Customer, whose due day has not yet passed; (iii) to demand terminated by law, in accordance with Art. 1456 of the Italian Civil Code, the Contract or the Purchase Contracts that are in whole or in part unfulfilled by the Customer, without prejudice, in any case, to the right to compensation for damages.
2. In any case of non-payment, the discounts applied to the Customer on the Advertising Campaign remaining unfilled, in whole or in part, will be automatically deemed to be revoked, with consequent right of Condé Nast to demand from the Customer the payment of any difference between the Price List in force at the time of concluding the Purchase Contract and that actually applied to the Customer, based upon the aforesaid discount.

4. - Advertising Products

1. The Customer shall provide to Condé Nast the material to be published - thereby also meaning the corresponding URLs of the slekdwrg destination pages associated with the individual creations - by the following methods, subject to any different written agreement between the Parties:

   a. - Transmission of the material must be received by Condé Nast at the e-mail address indicated by it:
      - at least 4 business days prior to the transmission of the Advertising Campaign for standard GIF and similar creations;
      - at least 2 business days prior to the transmission of the Advertising Campaign for Nebula, Video and similar creations;
      - at least 5 business days prior to the transmission of the Advertising Campaign in all cases of Radiolet also for the purpose of living the activation URL of the Third Party Source of the Customer media centre.

   For each day of delay, the Customer will be required to pay, by way of penalty in accordance with Art. 1382 of the Italian Civil Code - immediately due and irreducible - the sum of Euros 500.00 (five hundred Euros) without prejudice to any other right and/or remedy in favour of Condé Nast and any other cost charged to the Customer, as provided by these GTC and/or by the Purchase Contract.

   a. - Transmission method: the material must be received by Condé Nast in the form of a file in the format requested by Condé Nast and it must also contain (i) the Advertising Creations or (ii) all necessary mandatory authorisations, subject to obtaining the same.

   In addition to the obligations indicated in Art. 6.4, the Customer undertakes not to use or distribute technology that allows for information to be inserted about a person or organisation unknown to them (Spyware) or other software that without the knowledge and/or intention of the user interferes with the browser operation to modify or delete the websites and/or to insert advertising by this software (Hijackware), with the Customer assuming for that purpose all related liability and having the consequent obligation to indemnify Condé Nast from any consequent cost and/or expense.

   a. - to suspend on a final basis the provision of Ad Impressions on the website(s);

   b. - to authorize Condé Nast to publish the necessary higher number of Ad Impressions, with the Customer assuming the obligation to make the payment of those additional performances, at the unit price of those already purchased, if it is understood that Condé Nast - if it receives nothing from the Customer - will provide the Price to the Customer, which must pay it to Condé Nast on receipt of the invoice.

   If, only at the end of the Advertising Campaign, it is ascertained that Condé Nast has provided a higher number of Ad Impressions than that purchased by the Customer, Condé Nast may charge to the Customer an additional sum amounting to 5% of the Price of the Ad Impressions.

   If Condé Nast provides, for any reason, during the Advertising Campaign, a lower number of Ad Impressions than that purchased by the Customer, Condé Nast will only be required, at its discretion, to:

   a. - publish the missing Advertising Creations (or to replace the missing Advertising Creations if provided by the Customer) on the Condé Nast website(s) as agreed, if possible, in the period following the end of the Advertising Campaign and for the period necessary to provide the missing number of Ad Impressions;

   b. - reimburse to the Customer the equivalent Price relating to the missing Ad Impressions.

   The tracking, reports and final calculations, also for administrative purposes, will always be based upon the Advertising system of Edizioni Condé Nast (DoubleClick) which enables the Customer to have access to the Ad Impressions and/or the Performance Report and to the related payment report, whenever there is a difference between the Price List and the actually applied Price, in the event of under or over impression. The Customer’s ad will be measured on the basis of the Client’s ad impression report. The Client’s ad impression reports will be based upon the Ad Impressions that were served to the client’s website(s) and/or to insert advertising by this software (HijackWare), charging the Price to the Customer, which must pay it to Condé Nast upon receipt of the invoice.

6. - Customer’s Obligations

In addition to the obligations already provided elsewhere in these GTC, the Customer undertakes to:

   a. - comply with all provisions of law, regulations, decrees (herein including the Advertising Self-Regulatory Code in force at each time) and the measures of the Public Authority, as well as to comply with all rules of good conduct and public order and the execution of the Purchase Contracts, guaranteeing and indemnifying for that purpose Condé Nast from any prejudicial consequences that it might incur as a result of a breach of those obligations;

   b. - guarantee that any Advertising Creation or other material provided by the same to Condé Nast in execution of a Purchase Contract is in compliance with legal and regulatory provisions in force in each time aimed at user protection and, more generally, the recipients of the advertising message; (i) does not contain obscene, slausphemous, defamatory material, that it does not infringe any right of third parties and, more generally, that it is not illegal, immoral and unlawful according to the provisions in force in the various Countries in which the Advertising Creation and/or the Advertisement will be accessible and/or visible;

   c. - to ensure the accuracy, for any reason, of the results obtained from the Purchase contract for which the Advertisement is to be executed in conformity with the terms of the Purchase Contract, guaranteeing and indemnifying for that purpose Condé Nast from any prejudicial consequence that it might incur as a result of a breach of those obligations;

   d. - guarantee to have acquired in advance - in the forms and with the methods provided by law - the authorisation and consent to personal data processing in compliance with the Privacy regulations in force in the Countries in which the Advertising Creations is to be executed by the use of photographic representations (and others), of the name and any other reference to persons or persons or companies or information that may cause damage to third parties; (ii) that does belong to public order and to good conduct;

   e. - undertake not to request from Condé Nast the publication of Advertisements having exclusively publicity content, as well as to indicate in the Advertising Sketch sent to Condé Nast the details of the necessary mandatory authorizations, subject to obtaining the same.

   f. - Condé Nast reserves the right at any time not to publish and/or to suspend the Publication of Advertisements - with no indemnity or compensation obligation and with the Customer remaining obliged to pay for the advertising already completed or already sent to it:

   a. - that it is not compliant with the Advertising Self-Regulatory Code in force in the various Countries in which the Advertisement will be accessible and/or visible;

   b. - that is defamatory towards entities or persons or contain information connected to their counterfeit in violation of national and international rules in protection of intellectual and industrial property; (iii) of any nature, whose sale is prohibited by laws or regulations; (iv) that are defamatory towards entities or persons or companies or information that may cause damage to third parties; (v) that is obscene, contrary to public order and to good conduct;

   g. - undertake to request from Condé Nast the publication of Advertising having exclusively publicity content, as well as to indicate in the Advertising Sketch sent to Condé Nast the details of the necessary mandatory authorizations, subject to obtaining the same.

   h. - if the quantity of Ad Impressions exceeds the number purchased by the Customer, Condé Nast will only be required, at its discretion, to:

   a. - provide the missing Advertising Creations (or to replace the missing Advertising Creations if provided by the Customer) on the Condé Nast website(s) as agreed, if possible, in the period following the end of the Advertising Campaign and for the period necessary to provide the missing number of Ad Impressions;

   b. - reimburse to the Customer the equivalent Price relating to the missing Ad Impressions.

   The tracking, reports and final calculations, also for administrative purposes, will always be based upon the Advertising system of Edizioni Condé Nast (DoubleClick) which enables the Customer to have access to the Ad Impressions and/or the Performance Report and to the related payment report, whenever there is a difference between the Price List and the actually applied Price, in the event of under or over impression. The Customer’s ad will be measured on the basis of the Client’s ad impression report. The Client’s ad impression reports will be based upon the Ad Impressions that were served to the client’s website(s) and/or to insert advertising by this software (HijackWare), charging the Price to the Customer, which must pay it to Condé Nast upon receipt of the invoice.

7. - Liability of Condé Nast

Any complaints by the Customer relating to the Advertisements or, more generally, the Advertising Campaign and/or the Products, must be made in writing - under penalty of invalidity - by recorded delivery with receipt of service sent to Condé Nast, under penalty of forfeiture, within ten days from the publication date and, in any case, any related action must be undertaken by the Customer against Condé Nast, by and not beyond one year from that date.

No complaint may be brought, even by way of objection in court, in the absence of the regular and full payment of the Price of the Products to which the complaint refers.

The Customer undertakes to collect the material provided to Condé Nast for the creation of the Advertisements by and not beyond two months from the conclusion of the Advertising Campaign, upon the elapse of which Condé Nast will no longer be obliged to retain it and may destroy it.
4. Condé Nast does not accept any liability for any damage that may be caused to the Customer by the defective and/or inexact and/or delayed and/or lack of publication of the Advertisement. Only in the case of proven willful misconduct or gross negligence of Condé Nast and where the foundation of the Customer's claim has been expressly recognised by Condé Nast or ascertained judicially will the latter be solely required, by way of penalty pursuant to Art. 1382 of the Italian Civil Code, alternatively and at the discretion of the Customer: (i) – to publish, at its own care and expense, the Advertisement in the next possible issuance, in line with the Condé Nast publishing plan, or (ii) – to return 50% of the Advertisement Price, provided that this has been paid by the Customer by the methods and in the timescales provided in the Purchase Contract.

5. Condé Nast reserves the right - at its sole discretion - to:
   a. – cease the publication of one or more magazines, in which case - excluding any liability of Condé Nast and any related right of indemnity and/or compensation in favour of the Customer – the latter will in any case be required to pay for the Advertisements executed;
   b. – change, even only for promotional reasons, the magazines published by the same, modifying their paper, the printing process and the format.

8. – Activity of the Customer and its auxiliaries
   1. The Advertising Agency or any other third party - which conclude the Purchase Contract directly with Condé Nast in the interest of another entity - by signing these GTC or the Purchase Contract agree to be jointly liable with that entity, in relation to the fulfilment of the obligations provided by the GTC and by the Purchase Contract itself, irrespective of the existence of a power of attorney and/or the power to use the name of that entity.
   2. Condé Nast will not be required to pay any fee (e.g. commission) for any activity performed in the negotiation, conclusion and implementation of the Purchase Contract by the Customer's Advertising Agency, with that activity being borne exclusively by the Customer, unless otherwise agreed between the Parties.

9. – Confidentiality
   1. The Customer undertakes not to use directly, indirectly, by interposing person, entity or company and not to reveal to third parties, even after the termination of the commercial relationships with Condé Nast, for any reason it is caused, any information relating to the company Condé Nast, of which it has become aware on the occasion of or in fulfilment of the contractual relationship, with all that information being considered to be confidential.
   2. Similarly and by the same methods, the Advertising Creations, technical drawings, sketches, samples, offers and any document created by Condé Nast or received by the Customer from Condé Nast may not be disclosed, except within the limits of the use for which they were intended, and they are therefore considered to be confidential.

10. - General Provisions
    1. Any invalidity of one or more clauses of these GTC shall not involve the invalidity of the remaining clauses or the invalidity of subsequent Purchase Contracts.
    2. Any tolerance by Condé Nast of behaviours by the Customer contrary to the law or to these GTC or to the Purchase Contract will not constitute acquiescence or any indications of the dissolution of the contract by mutual consent and/or divorce, with consequent right for Condé Nast to take action, at any time, to protect its injured rights or interests.
    3. The Customer may not assign the Purchase Contracts, in whole or in part, except with the prior written consent of Condé Nast, which, on the other hand, will be free to assign the same along with the receivables arising from them.
    4. Any amendments to these GTC will be valid only if agreed in writing between the parties. It is also understood that any derogations, even repeated over time, in the individual Purchase Contracts may never involve the waiver and/or tacit amendment of these GTC.
    5. These GTC are accepted and applicable both to the Purchase Contracts in progress and to Purchase Contracts that are concluded between the Parties in future.

We declare to have carefully read the General Terms transcribed above and we confirm to accept specifically, in accordance with and for the effects of Articles 1341 et seq. of the Italian Civil Code, the following: 1.2, 1.3 – Applicable Law – Court with Jurisdiction; 2.2, 2.3, 2.5, 2.7, 2.8 – Offers – Orders; 3.4 – Price – Payments; 4.1 letter c) – Advertorial Products; 5.1 letter a), 5.3, 5.5, 5.6 – Web Products; 6.2, 6.3 – Customer’s Obligations; 7. - Liability of Condé Nast; 9. – Confidentiality; 10.3 - General Provisions.

We declare to have carefully read the General Terms transcribed above and we confirm to accept specifically, in accordance with and for the effects of Articles 1341 et seq. of the Italian Civil Code, the following: 1.2, 1.3 – Applicable Law – Court with Jurisdiction; 2.2, 2.3, 2.5, 2.7, 2.8 – Offers – Orders; 3.4 – Price – Payments; 4.1 letter c) – Advertorial Products; 5.1 letter a), 5.3, 5.5, 5.6 – Web Products; 6.2, 6.3 – Customer’s Obligations; 7. - Liability of Condé Nast; 9. – Confidentiality; 10.3 - General Provisions.

Stamp and signature