

## GENERAL CONDITIONS OF THE GLOBAL EXCHANGE SERVICE

### PRIVATE CONTRACT

between

**ROTOMAIL ITALIA S.P.A.** with registered office in Milan, Via Garofalo n. 19, and administrative office in Vignate (Milan), Strada Rivoltana (SP 14) 12 AB, in the person of its Legal Representative and Managing Director Mr. Giovanni Antonuzzo, Tax code/VAT no. 11818000157 (hereinafter referred to as "**Rotomail**")

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\_\_\_\_\_ with registered office in \_\_\_\_\_  
\_\_\_\_\_ in the person of its \_\_\_\_\_,  
Fiscal Code/VAT Number \_\_\_\_\_ (hereinafter referred to as '**Publisher**')

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(Hereinafter, Rotomail and the Publisher are also referred to together as the 'Parties' and each individually as the 'Party')

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WHEREAS:

- a) **Rotomail** is a company with adequate structures and specific know-how that operates as a highly specialised entity on the Italian and foreign markets as a "*Processor*" for the processing of fixed and variable format data destined for *electronic mail*, providing the related services of *document design*, *image communications*, *macro and micro marketing*, *electronic data archiving*, *local & remote printing*, *enveloping and mailing*, operating mainly in the *print-on-demand* solutions and services sector;
- b) \_\_\_\_\_ is a book publisher (hereinafter referred to as the '**Books**') operating on the Italian or foreign domestic market, and intends to have an efficient distribution channel for its literary works on the international market as well;
- c) Ingram Content Group (hereinafter referred to as '**Ingram**') is a service provider for the US publishing industry based in La Vergne, Tennessee, and offers its customers and *partners* a wide range of services, including the printing and distribution of Books on a large scale, by operating a computer portal represented by a catalogue containing Books from publishers around the world (hereinafter referred to as the '**Ingram Catalogue**').
- d) On 8 September 2022, Rotomail and Ingram entered into a contract called **Global Exchange** (hereinafter '**Global Exchange**'), concerning a service that enables Rotomail to include publishers' works in the Ingram Catalogue for the purpose of printing and distributing them on the various markets managed on a global scale by Ingram or its *partners* ('**Global Connect Partners**').

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- e) The inclusion of titles of works in the Ingram Catalogue takes place through the "Podrotomail.it" portal owned by Rotomail (hereinafter the "**Rotomail Portal**"), on which Rotomail has activated a distribution service that book publishers who adhere to the service can access (the "**Rotomail Global Exchange Service**", or even just the "**Service**"), operating exclusively as a technical intermediary between the publishers themselves and Ingram itself.
- f) The service referred to in letter (d) above provides in summary:
- i) the forwarding by Rotomail to Ingram of the Books to be included in the Ingram Catalogue, with the relevant specifications (metadata, technical data for printing, markets to be activated and the relevant sales price and distribution discount) and the provision of the relevant **Print Packs**, by which is meant the single pdf of the interior and cover of each Book having the specific requirements indicated in the Rotomail Portal at the time the Book is entered in the Catalogue by the Publisher);
  - ii) the sending by Ingram to Rotomail of the monthly report of the fees accrued on the basis of the sales - carried out directly or through its Global Connect Partners - of the Books that Rotomail has distributed in the various markets through the Rotomail Portal (**'Ingram Report'**);
  - iii) the payment to Rotomail by Ingram of the fees due under the Global Exchange Agreement on the terms agreed therein.
- g) In order to obtain access to Ingram's sales channels, the Publisher intends to make use of the Global Exchange Rotomail Service, according to the contractual terms agreed in this Agreement between the Parties (hereinafter, the "**Agreement**").

All of the foregoing being an integral and essential part of this Contract, the Parties agree as follows:

#### **ART. 1 - OBJECT OF THE CONTRACT**

- 1.1 The subject matter of the Contract is the Global Exchange Rotomail Service articulated in general and non-exhaustive terms as follows, without prejudice to the specifications set out in the following articles.
- 1.2 Rotomail undertakes to make the Rotomail Portal available to the Publisher, guaranteeing the Publisher confidential access to the portal by means of its own access credentials, which will be established by the Publisher at the time of its registration on the Rotomail Portal.
- 1.3 The Publisher shall be entitled to upload on the Rotomail Portal its Books to be printed and distributed by Ingram, indicating their specifications (metadata, technical data for printing, interior and cover pdfs, markets to be distributed and relative sales price and distribution discount).  
As a condition for the successful inclusion of the Book on the Rotomail Portal, the Publisher must accept the technical and economic conditions of access to the Global Exchange Rotomail Service, which will be made available on the Rotomail Portal at the time the Book is placed on the Rotomail Portal and which can be downloaded to a local device and printed out.  
The Publisher acknowledges that failure to accept the technical and economic conditions of access to the Global Exchange Rotomail Service will result in the impossibility of uploading the Book to the Rotomail Portal.

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The Publisher also acknowledges and accepts that the aforementioned technical and economic conditions may be changed by Rotomail during the course of the Service or of this Agreement and that the new conditions will be communicated to the Publisher on its *account* activated on the Rotomail Portal.

It is understood that the Service provided by Rotomail does not consist in the distribution of content but in the activity of technical intermediation between the Publisher and Ingram for the purpose of the correct inclusion of Books in the Ingram Catalogue.

Within the scope of this Service, therefore, Rotomail shall only check the conformity of the technical specifications of the Printing Facilities (as defined in point f), paragraph i) of the Preamble) uploaded by the Publisher on the Rotomail Portal with the requirements of said facilities requested by Ingram in order to proceed with the printing of the Books.

- 1.4 The retail price of the Books (hereinafter the "**Retail Price**") must be indicated by the Publisher when it uploads the Books onto the Rotomail Portal and must be expressed in the currency of the reference distribution market. The Rotomail Portal will quantify - on the basis of an algorithm that will take into account the incidence of the costs indicated in Art. 3 below, as well as the currency exchange rate current on the date the Book is uploaded to the Rotomail Portal itself - the remuneration due to the Publisher for each single copy of the Book that will be sold (hereinafter the "**Retail Price**"). The Consideration will be expressed in Euro.
- 1.5 In the event that the Retail Price indicated by the Publisher when uploading the Book to the Rotomail Portal does not guarantee recognition of the minimum fee established by the portal itself for the distribution of the Book within the specific reference market and calculated in the manner set forth in Art. 1.4 above, the Rotomail Portal will immediately notify the Publisher and the latter must consequently increase the Retail Price of the Book in order to be able to successfully complete the Book's inclusion in the Rotomail Portal and activate its distribution.
- 1.6 Rotomail will check whether the books are printable and, if necessary and possible, will automatically make the interior and cover pdfs compliant with the technical requirements for inclusion in the Ingram Catalogue.
- 1.7 Rotomail will, within the framework of the Global Exchange contract, place the Publisher's Books in the Ingram Catalogue, according to the Publisher's instructions in the Rotomail Portal, and make the relevant Print Facilities available to Ingram.
- 1.8 Rotomail, on the basis of the Ingram Report received under the Global Exchange, will update monthly on the Rotomail Portal the *report* of the sales of the Books uploaded by the Publisher with the relevant accrued fees ("**Rotomail Report**"), as determined and defined in Article 3 below.
- 1.9 Rotomail shall arrange for the payment of the fees accrued to the Publisher according to the terms and conditions set out in Article 3 below.

## ART. 2 - MODALITIES OF DISTRIBUTION

- 2.1 The Publisher may decide to activate, suspend or discontinue, reactivate the distribution of the Books independently from the Rotomail Portal through his personal *account*, without any charge being levied by Rotomail.

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- 2.2 Ingram will retain the Publisher's Books placed by Rotomail in the Ingram Catalogue for as long as the Publisher retains the Books in distribution.
- 2.3 If the Publisher decides to discontinue the distribution of one or more Books, the Rotomail Portal will notify Ingram and Ingram will retain the Books in its archives for a period of 12 (twelve) months, after which it will permanently delete them.
- 2.4 Within the period referred to in paragraph 2.3 above, the Publisher may reactivate the distribution of the Books independently, by making a request through the Rotomail Portal, without applying additional costs. Thereafter, the Publisher may still reactivate distribution through the Rotomail Portal, which will send the Book back to Ingram, including the relevant Printing Plant, without applying additional costs.
- 2.5 During distribution, the Publisher shall have the right to update the metadata on the Rotomail Portal, within the limit of one update per day of the term of the Contract, at no additional cost.
- 2.6 The Publisher may also update the Retail Price of individual Books during distribution, within the limit of 1 (one) update per month, while remaining below the maximum price provided by Ingram for the specific market of reference and indicated on the Rotomail Portal. If this maximum price is exceeded, the Rotomail Portal shall immediately notify the Publisher and the latter shall consequently reduce the Retail Price of the Book in order to carry out the update.
- 2.7 In the event that the Publisher, once the distribution has been activated, intends to modify the *pdf* files of the Books put up for distribution, the Rotomail Portal will require the Publisher to pay in advance the replacement cost of the Printing Plant, indicated on the portal itself, for each modified component (interior or cover) before allowing the replacement. Notwithstanding the foregoing, the updating of *pdf* files will be allowed within the limit of 1 (one) update per month per individual title. Against payments received pursuant to this paragraph, Rotomail will issue an invoice in accordance with the law.

### ARTICLE 3 - FEES

- 3.1 Rotomail shall indicate in the Rotomail Report, updated on a monthly basis on the basis of the Ingram Report rendered to it pursuant to the Global Exchange Agreement, the Fees accrued by the Publisher for the sale of its Books in the various markets chosen for distribution.
- 3.2 The Fees in favour of the Publisher shall be calculated in Euro by deducting the Retail Price of the individual Books for the relevant market:
  - (i) the distribution discount;
  - (ii) printing costs;
  - (iii) the cost of the Service, which includes the expenses incurred by Rotomail in providing the Service (hereinafter the '**Service Fee**').
- 3.3 The Fees are defined and approved by the Publisher when uploading the Books to the Rotomail Portal, appropriately defining the Retail Price in the markets where the Publisher intends to distribute the Book. The Publisher expressly acknowledges and agrees that, irrespective of the Charges approved by the Publisher as specified on the Rotomail Portal, the Publisher will be entitled for the first sales

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of the security a Fixed Fee, regardless of the market where they occurred. The amount of the Fixed Fee and the number of sales to which the Fixed Fee will be applied will be indicated on the Rotomail Portal when the Book is entered on the Portal. Thereafter, the Fees defined by the Publisher for the areas of the various distribution markets chosen will be applied.

- 3.4 Monthly on day 1 (one) of each month, Rotomail will verify the average value of the exchange rate in euros of the currency of the market where the Book is distributed, recorded in the month just ended (hereinafter the "**Reference Rate**").

The Reference Rate will be equal to the average calculated on the exchange rates recorded during the reference month, as reported by Sole24Ore.

The Publisher acknowledges and accepts that, in the event of a depreciation in the Reference Rate compared to the threshold value indicated on the Rotomail Portal for sales of Books in the specific reference market chosen, Rotomail shall inform the Publisher in writing of the proportional reduction in the Consideration in favour of the Publisher in relation to the sales of Books that will be realised starting from the following month in the reference market where the depreciation occurred, inviting the Publisher to verify the new Consideration on the Rotomail Portal.

Rotomail will proceed to apply the new Fee due to the Publisher for the sales of Books from the month following the date of receipt of the aforementioned communication. In the event that the new Fee recalculated by the Rotomail Portal is lower than the minimum fee provided for in Article 1.5, Rotomail will contact the Publisher to request a revision of the Retail Price.

- 3.5 In the event of a proven increase in the cost of printing the Books, as expressly communicated by Ingram to Rotomail, or in the Cost of Service, Rotomail will notify the Publisher in writing, inviting the Publisher to verify on the Rotomail Portal the new Fee for the Books affected by the increase.

Rotomail will proceed to apply the new Fee due to the Publisher for the sales of Books from the month following the date of receipt of the aforementioned communication. In the event that the new Fee recalculated by the Rotomail Portal is lower than the minimum fee provided for in Article 1.5, Rotomail will contact the Publisher to request a revision of the Retail Price.

- 3.6 The payment of the Fees to the Publisher by Rotomail, as determined above, shall take place under the following terms and conditions:

- periodically, when the total amount of fees due exceeds the threshold of EUR 1,000.00 (one thousand/00), as resulting from the Rotomail Report;
- at the end of each calendar year of the Contract, based on the consolidated Rotomail Report as at 31 December.

The payment of the fees, when the above-mentioned prerequisites are met, will take place within 120 (one hundred and twenty) days from the occurrence of the prerequisite, in order to allow Rotomail to collect the payment from Ingram and arrange for payment to the Publisher. Payment shall be made by bank transfer to the following bank details: \_\_\_\_\_

The Publisher shall issue an invoice after payment in accordance with the law.

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- 3.7 It is agreed that Rotomail shall not be liable for any delay in payments due to the Publisher as a result of Ingram's failure to pay the fees due to Rotomail under the Global Exchange in respect of the distribution of the Publisher's titles.

#### ARTICLE 4 - PUBLISHER'S TITLES

- 4.1 The Publisher is responsible for the metadata specified and the content of the *pdf* files concerning the Books. Rotomail will not verify the metadata specified by the Publisher nor the content of the *pdf files* uploaded by the Publisher. The *PDF* files will be modified only to make them conform to Ingram's technical requirements, in particular, with regard to the abundances required for the interior and cover, and to any white bands to be placed on the spine side in the case of colour printing. In addition, Rotomail will add any blank pages at the bottom of the book to ensure that the number of pages of the interior is even and that the last page is blank.
- 4.2 *The pdf files* uploaded by the Publisher on the Rotomail Portal, shall not contain any information/logos related to '*Finished Printed*' or certifications (e.g. FSC certifications). Ingram, in case it detects that this information is present in the *pdf*, may remove it without asking for any authorisation.
- 4.3 The presence on the *pdf* cover file of a sale price in Italy (in Euros) different from the one chosen by the Publisher for each distribution market in the currency of that market, is allowed and does not result in the exclusion of the Book from distribution.
- 4.4 Ingram will convert any PANTONE to CMYK without the need to ask the publisher for prior permission.
- 4.5 Ingram will send *pdf* files of Publisher's Books, received from Rotomail, to its Global Connect *partners*, in the various markets where it distributes its catalogue and according to the specifications indicated. Ingram's Global Connect partners may retain *pdf files* only for the purpose of order fulfillment. When the order is closed, they must delete the *pdf* files and request them if they receive other orders from the same book.
- 4.6 The Publisher assumes all responsibility in relation to the content of the Books, including that deriving from the possible violation of regulations in force in the distribution markets (for example, regarding copyright, *privacy*, non-infringement of morals and/or the political or religious system in force, etc.) and related sanctions, and undertakes to fully indemnify Rotomail and Ingram from any prejudicial consequences that may arise for them.

#### ARTICLE 5 - ROTOMAIL PORTAL AND ITS SPECIFICATIONS AND GUARANTEES

- 5.1 The Publisher acknowledges that, as a condition for the successful upload of the Book to the Rotomail Portal, the Publisher must accept the technical specifications issued by Ingram and the economic conditions provided by the Rotomail Portal for the inclusion of the Book in the Ingram Catalogue, which will be made available on the Rotomail Portal at the time the Book is uploaded to the portal and which may change during the term of the Contract. If Ingram changes the technical specifications, Rotomail will notify the Publisher in writing via the Rotomail Portal and will proceed to align the Rotomail Portal with the new specifications.

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- 5.2 The Publisher expressly acknowledges that the Rotomail Portal and the intellectual property rights on it or relating to it are and shall remain the exclusive property of Rotomail, which retains all proprietary rights as well as intellectual property rights in everything developed or to be developed by Rotomail and delivered to the Publishers during the course of the Agreement. Any use of the Rotomail Portal by the Publishers not in accordance with the exclusive purposes set out in this Agreement is prohibited.

In particular, the Publisher is expressly forbidden to:

- a) register the Rotomail Portal in their own name in the rest of the world;
- b) make the services available on the Rotomail Portal in any way to third parties for use in third-party business operations;
- c) use any *know-how* and/or technical information and/or any other information or material from the Rotomail Portal, to directly or indirectly develop and produce *software* or systems similar to or competing with the Rotomail Portal itself.

In the event of a breach of the obligations under this Section 5.2 as well as any further obligations of the Publisher under this Agreement, and without prejudice to any other rights, remedies and further damages of Rotomail, Rotomail shall be fully entitled to immediately suspend the Service.

- 5.3 Rotomail undertakes to carry out all technical operations necessary to ensure the punctual and correct functioning of the Rotomail Portal in all its parts.

- 5.4 The Publisher, once the Global Exchange Service is activated, will have reserved access on the Rotomail Portal to the following pages:

- Titles Archive: where you can upload/edit your books (specifying metadata, prices and fees and uploading pdfs) and manage their distribution.
- Account statement: with the updated situation of the various distributed Books for the last month: the opening balance, the total of the incoming movements related to the fees accrued in the various markets, the total of the outgoing movements related to any payment of fees by Rotomail and the closing balance.
- Movement list: with a complete and detailed list of all movements related to the distributed books (fees accrued in the various periods and markets, payments of fees received).
- Remuneration Report: history of the sales of the various books in the different markets and the remuneration calculated for them in the various months of distribution.
- Payment of fees: list of payments arranged and made by Rotomail to the Publisher.
- Price/fee history: with prices and fees defined over time for the various books in the various markets.
- Revision orders: with a list of print replacement orders placed by the publisher and the possibility to download the corresponding order confirmations and invoices.

- 5.5 Rotomail will take the measures required by ISO 27001:2013 procedures to ensure the protection, confidentiality, and integrity of the stored files and related metadata and master information, as well as to prevent unauthorised access to the Portal until they are deleted.

- 5.6 All assets uploaded by the Publisher in its reserved area will be stored by Rotomail on physical servers, or cloud services, in dedicated and secure Digital Asset Management (hereinafter '**DAM**') systems

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by Rotomail on the basis of the parameters set out in the ISO 27001:2013 procedures. These systems may be the property of Rotomail or of third parties to whom Rotomail has entrusted the storage and backup and of which, within the limits indicated above, Rotomail acts as guarantor to the Publisher.

- 5.7 All assets will be stored and archived, in compliance with privacy regulations, at regular intervals so as to protect the Publisher from accidental loss of data, unless such loss of data is caused by the Publisher's conduct at the time of uploading the data. In any case, the Publisher is obliged to keep an up-to-date copy of each of the files uploaded by the Publisher.
- 5.8 Periodic or extraordinary maintenance activities on the Rotomail Portal will be communicated with advance notice, but always in accordance with the urgency of the intervention to be carried out. The Publisher hereby irrevocably waives and releases Rotomail from any liability deriving from a legitimate suspension or cancellation of the Service during the maintenance and updating activities of the Rotomail Portal.
- 5.9 Any inefficiency of the Rotomail Portal due to faults, computer attacks, DAM violations and accidental loss of data will be promptly communicated and justified to the Publisher (if affected by the event) when detected and in any case within the timeframe compatible with the investigations necessary to identify them. The estimate of any recovery time (Recovery Time Objective) will be communicated after such investigations and in any case within the necessary technical time.
- 5.10 Upon termination of this Agreement for any reason or cause whatsoever, the Service will be deactivated and the Rotomail Portal will discontinue distribution of all of the Publisher's Books, notifying Ingram who will remove them from the Ingram Catalogue.

The *account* on the Rotomail Portal will, however, be kept active in order to allow the Publisher to make use of any further services that may be in progress on the *account* itself, unless the Publisher itself requests the cancellation of the *account* by the Rotomail Portal. The Parties acknowledge and agree that, with reference to the Books being distributed at the date of termination of this Agreement, the technical terms and conditions and the Fees approved by the Publisher at the time of inclusion of the Books on the Rotomail Portal will continue to apply, until the distribution itself is exhausted. The Publisher will, however, still have access to the pages dedicated to the Global Exchange service, described in Art. 5.4; in particular, the Titles Archive associated to the Global Exchange service will be maintained, but the Publisher will not be able to activate distribution independently or upload new Books, unless it requests reactivation of the service.

Without prejudice to what is set forth in Art. 12 below concerning the processing of personal data transmitted by the Publisher, the Publisher's access to its *account* will be deactivated after the termination of all services active on the *account* itself, with the consequent automatic deletion of all titles uploaded to the relevant archives, and will then be definitively deleted 10 (ten) years after its deactivation.

## ART. 6 - DATA RETENTION GUARANTEE AND SECURITIES BY INGRAM

- 6.1 The Publisher acknowledges that under the terms of the Global Exchange contract, Ingram has obligations to preserve and protect the files, metadata and master information of the Publisher's Books in accordance with the provisions of Article 5 above with reference to the Rotomail Portal.

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- 6.2 Rotomail warrants, also as a promise of the fact of the third party pursuant to art. 1381 of the Italian Civil Code, that Ingram will provide for the preservation and appropriate protection of the files, metadata and information (including master data) concerning the Publisher's Books uploaded by Rotomail to the Ingram Portal and transferred by Ingram to its Global Connect Partners for distribution in the chosen markets.

#### **ARTICLE 7 - SERVICE QUALITY ASSURANCE**

- 7.1 Rotomail will endeavour to ensure that the Service is provided at quality levels congruent with market standards for products of the same nature as those covered by this Agreement.

#### **ARTICLE 8 - EXCLUSIVITY**

- 8.1 The Parties mutually acknowledge that this Agreement does not provide for any right/obligation of exclusivity on the part of any of them and that therefore each Party is fully free to deal with any customer, supplier or partner, even if the latter is in competition with one of the other Parties, subject to the confidentiality obligations of Art. 11 below.

#### **ART. 9 - DURATION**

- 9.1 This Contract shall run for a period of one (1) year from the date of its signature and on expiry shall be deemed automatically renewed for a period of one (1) year - and so on from year to year - unless notice of termination is sent by one Party to the other in writing.
- 9.2 Either Party may terminate this Contract by giving one (1) month's notice even during the term of this Contract, without penalty.

#### **ART. 10 - EXPRESS TERMINATION CLAUSE**

- 10.1 Rotomail shall have the right to terminate this Contract pursuant to and for the purposes of Article 1456 of the Civil Code with immediate effect and without the obligation to observe any time limit:
- (i) in the event of breach by the Publisher of its obligations under Section 5.2 of this Contract;
  - (ii) in the event of breach by the Publisher of the confidentiality obligations referred to in Art. 11 below or of the *privacy* obligations referred to in Art. 12.
  - (iii) in the event provided for in Article 13.3 below.

#### **ARTICLE 11 - CONFIDENTIALITY**

- 11.1 Documents and information concerning, respectively, Rotomail and/or the Rotomail Portal and the Publisher, which come to the knowledge of the Parties in the course of the activities carried out in performance of or in connection with this Agreement (hereinafter the "**Confidential Information**") shall be treated by the individual Parties with the utmost confidentiality and may be used exclusively for the purpose of the performance of this Agreement.

#### **Rotomail Italia S.p.A.**

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Tax code and VAT number: 11818000157 - CCIAA Milan - REA num: 1499753 - Cap.Soc. € 2.500.000 i.v. - Rec. code: C3UCNRB



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Confidential Information shall always be confidential and may not be disclosed or otherwise communicated to third parties without the prior written consent of the Interested Party.

## ARTICLE 12 - PROTECTION AND CONFIDENTIALITY OF PERSONAL DATA

- 12.1 The Parties mutually acknowledge that the processing of personal data shall be carried out in compliance with the relevant legislation in force, including the EU Regulation 2016/679 on the protection of individuals with regard to the processing of personal data (GDPR), Legislative Decree No. 196 of 30 June 2003, as amended by Legislative Decree No. 101 of 10 August 2018, and shall be carried out exclusively for the purposes set out in this Contract.
- 12.2 By signing the Contract, each Party consents to the processing of personal data and to the transmission of such data only to those persons to whom the communication is permitted by law and for whom the communication is necessary for the performance of the obligations under the Contract.
- 12.3 The Parties further declare that the data provided in this Contract are accurate and true at the time of signing this Contract, and that they release each other from any liability for clerical or manual errors in compilation.
- 12.4 Personal data processed in accordance with the foregoing shall be retained in compliance with the principles of proportionality and necessity and, in any case, until eighteen months from the date of expiry of the Contract or from the date of termination or cessation thereof, for whatever reason, without prejudice to what must be retained pursuant to the law or for reasons of justice. After this term, each Party shall be obliged to delete all data acquired in the performance of the contractual relationship.
- 12.5 The Publisher warrants to Rotomail that the personal data made available to it for the execution of this Contract are collected and processed by the Publisher in accordance with the applicable provisions of Reg. (EU) 2016/679 (GDPR) and Legislative Decree 196/2003 as amended by Legislative Decree 101/2018 and may be lawfully communicated to Rotomail and processed by it for the purpose of executing this Contract.

## ARTICLE 13 - ADMINISTRATIVE LIABILITY OF ENTITIES

- 13.1 The Publisher acknowledges and declares that it knows and undertakes to comply with the principles, provisions and rules of conduct applicable to it, contained in the Code of Ethics and in the organisational, management and control model *pursuant to* Legislative Decree no. 231 of 8 June 2001, as amended, adopted by Rotomail, a descriptive extract of which is published on the Company's *website* [www.rotomail.it](http://www.rotomail.it).
- 13.2 The Publisher also undertakes, on its own behalf and on behalf of its employees and collaborators - also pursuant to art. 1381 of the Civil Code - to respect and adapt its conduct to the provisions of the Legislative Decree of 8 June 2001, no. 231 and subsequent amendments, and to the principles expressed in the organisation, management and control model deliberated by Rotomail (including any future amendments) for the entire duration of the relationship with Rotomail itself, and not to engage in any conduct that may constitute the types of offences referred to by the Legislative Decree of 8 June 2001, no. 231 and subsequent amendments.

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13.3 Non-compliance by the Publisher with the obligations under this article is a circumstance of the utmost seriousness which, in addition to damaging the relationship of trust established between the parties, constitutes a serious breach of the obligations undertaken and grounds for termination - pursuant to and in accordance with article 1456 of the Italian civil code. - of the Contract, as well as of any other agreement, contract, commitment or covenant, however named, in force with the Publisher, entitling Rotomail to terminate them with immediate effect, giving simple written notice to the Publisher, without prejudice in any case to Rotomail's right to compensation for any damages suffered and to the payment of the relevant penalties.

#### **ART. 14 - CONTRACT MANAGERS - NOTIFICATIONS - CHANGES**

14.1 Unless expressly provided for in this Agreement, communications between the Parties may also be made by e-mail.

14.2 For the purposes of this Contract the parties elect domicile:

a) as to Rotomail in 20052 Vignate (MI), via Rivoltana (SP14) no. 12/AB, to the e-mail address of Alessandro Antonuzzo, e-mail pec rotomail@legalmail.it ; e-mail podrotomail@rotomail.it.

b) as to the Publisher, in \_\_\_\_\_, to the attention of \_\_\_\_\_, e-mail pec \_\_\_\_\_; e-mail \_\_\_\_\_.

14.3 Either party may change its domicile by notifying the other party of its new domicile in writing.

14.4 No modification, change or amendment to this Agreement shall be binding between the Parties unless accepted in writing by the authorised representatives of the Parties.

#### **ART. 15 - GENERAL RULES**

15.1 All amendments to this Contract shall be made in writing. Therefore, any conduct, even repeated conduct, on the part of the Parties that does not correspond to the provisions of this Contract shall not affect the right of either Party to demand the application of these contractual provisions at any time.

15.2 This Agreement constitutes the entire agreement of the Parties and supersedes and replaces any prior agreement or contract, oral or written, that may have existed between the Parties and related to the subject matter of this Agreement.

15.3 The Parties acknowledge that the content of this Contract has been the subject of negotiations between them.

15.4 Should any of the provisions of this Agreement be held invalid or ineffective:

- a) the remaining provisions shall remain valid and effective;
- b) the Parties shall negotiate in good faith valid contractual provisions to replace those held invalid or ineffective, the content of which shall be as similar as possible to the latter, and in any event of such a content as to regulate the structure of interests already protected by the provisions held

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invalid or ineffective.

15.5 For all matters not provided for, the Parties expressly refer to the applicable legal provisions.

**ART. 16 - APPLICABLE LAW AND EXCLUSIVE JURISDICTION**

16.1 This Contract shall be governed by Italian law.

16.2 Any dispute relating to the interpretation, validity and execution of this Agreement shall be submitted to the exclusive jurisdiction of the Court of Milan.

[Place, date]. \_\_\_\_\_, there \_\_\_\_\_

**Rotomail Italia S.p.A.**

**The Publisher**

\_\_\_\_\_

\_\_\_\_\_

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**Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the Parties hereby specifically approve the following articles:**

- Art. 1 Object of the Contract
- Art. 2 Modes of distribution
- Art. 3 Fees
- Art. 4 Headings of the Publisher
- Art. 5 Rotomail Portal and its Specifications and Guarantees
- Art. 6 Data and security retention guarantee by Ingram
  
- Art. 7 Quality assurance of the Service
- Art. 8 Exclusive
- Art. 9 Duration
- Art. 10 Express termination clause
  
- Art. 11 Confidentiality
- Art. 12 Protection and confidentiality of personal data
- Art. 13 Administrative liability of entities
  
- Art. 16 Applicable law and exclusive jurisdiction

For acceptance

*[Place, date].* \_\_\_\_\_, there \_\_\_\_\_

**Rotomail Italia S.p.A.**

**The Publisher**

\_\_\_\_\_

\_\_\_\_\_

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**INSTRUCTIONS FOR CONTRACT ACTIVATION**

Print and sign this Agreement and send it by mail or e-mail to Rotomail Italia S.p.A.

Strada Rivoltana (SP 14), 12/AB - 20052 Vignate (MI)

Tel. (+39) 02 251501 - Fax (+39) 02 26708017

E-mail: [podrotomail@rotomail.it](mailto:podrotomail@rotomail.it)

PEC: [rotomail@legalmail.it](mailto:rotomail@legalmail.it)

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