

# GENERAL CONDITIONS OF USE

## Article 1. Definitions

1.1. The meaning of terms beginning with a capital letter in these General Conditions of Use, both in the singular and in the plural, is included in the *glossary* at the end of the present General Conditions of Use.

## Article 2. Promotional Campaigns; Services; Assessment Parameters; Projects' Formats

2.1. Desall will organize each Project Activity during the Period of Validity as per terms and general conditions included in the Desall Offer and in the present General Conditions of Use.

2.2. Services; Agreement Implementation Modes. In case of collaboration, the parties involved are invited to collaborate to the necessary extent, to realize and manage Project Campaigns on the basis of what has been commonly agreed upon in the Offer and in the Brief and/or in any case during the period of validity of the Agreement. The exact nature of the Services and the Description of each Project Activity will be indicated in the Offer. Unless differently agreed between the parties, the Offer and the Brief shall include, as example but not meant as exhaustive way, the following information concerning the Project Activity, object of the Offer itself and the related Services: (a) a detailed description of the Project Activity including: (i) the promotion period and the date of proclamation of winners; (ii) the total amount of awards rendered available by the Client; (iii) a detailed description of specific admission requirements, of assessment or voting criteria, of Project formats required by the Contest and linked to Project Activity; (b) a detailed description of Services which will have to be provided by Desall; (c) a description of possible Client Material and/or Information provided by the Client in relation to Project Activity or to Services; (d) a description of Desall Material and/or Information provided by Desall in relation to Project Activity or to Services; (e) a description of all Promotional Materials whose realization is a task for either the Client or Desall in relation to Project Activity; (f) possible statements by one of the parties; (g) a description of remunerations and refunding the Client has to give to Desall; and (h) any other concrete information.

2.3 Modifications. Any modifications to the Project Activity or to norms contained in the Offer and in the Brief shall be subject to the availability of resources by Desall and to the approval of the parties. Each party will be entitled to propose modifications to the Project Activity at any time or to the relevant Services object of the Agreement. Whenever any modifications of the Project

Activity should cause an increase or a decrease of the necessary time to carry out one or more Services or of the costs necessary to such purpose, the calendar relating to the carrying out of such Services and the remuneration due to Desall shall be corrected and consequently adjusted. If the parties carry out such modification and the relevant corrections on the basis of a common agreement, they shall also arrange, agree and sign a written modification of the Agreement or another written document attesting such agreement.

2.4 Independent Contracting Party. The parties are independent contracting parties and no element in the agreement shall lead to a partnership, to a joint venture, a franchising agreement or to an agency-related relation. None of the parties is authorized to sign agreements in the name or on behalf of the other party, with the exception of what is explicitly provided for by the Agreement.

2.5 Selection Criteria. For each Contest either cash Awards and/or Royalties can be established according to the respective selection criteria:

- I. Awards chosen by the Community, in other words by voters: In this case Projects are voted upon by users registered on the Desall Site (called respectively and individually “Voter” and collectively “Voters”). Voters are allowed to vote only prior to registration on the Desall Site and only once for each Upload (sent project proposal).
- II. Awards chosen by the Society (or by a selected jury involved by the Client himself/herself): Projects are assessed and voted upon by a group of qualified experts working for the Society sponsoring the Contest.
- III. Honorable Mentions: Projects are assessed and voted by qualified employees from Desall and the Client.

All parties invited to assess and vote the Projects shall express their unquestionable evaluation on the basis of merely personal criteria, with no need to observe rules and /or previously established criteria.

2.6 Projects Technical Requirements. Sent Projects will have to be original and innovative and fulfill the requirements expressed in the contest brief. They shall be submitted using one or more of the following representation modes:

- Drawings

- Illustrations
- Photorealistic renders
- Technical drawings
- CAD 3D files
- Pictures
- Videos

Accepted formats/file extensions: .jpg, .gif, .png, .dwg, .pdf, .iges, .igs, .obj, .stl, .avi, .flv, .mp4, .mov, .mpeg, .3gp, .wmv.

### **Article 3. Obligations; Licenses**

3.1 Execution. The parties shall commit themselves to a commercially reasonable extent, to carry out the Services in a suitable, rapid, professional, competent and qualified way in compliance with the Agreement. For each Contest, Desall guarantees that: (i) the Contest web pages, the Contest awards description, the Contest Agreement and/or the Contest Brief shall be rendered available and accessible in a suitable way via the Internet during the whole duration of the Contest; (ii) the opportunity to upload Projects will be functional during the whole Contest period in terms of Contest Projects registration; (iii) Desall will carry out a control on Projects uploaded within maximum one working day following the publication of projects themselves on the Desall site; (iv) the Contest winners will be selected according to time deadlines established as per agreements between the Parties; (v) the Contest Awards shall be paid to the winners on the basis of agreements in terms of time between the Parties; (vi) during the Contest and for a successive period as established in this respect by Desall, all additional services offered to participants in the Contest by Desall, such as personal portfolio pages, will be rendered available to the participants themselves. If there are no different norms contained in the Agreement or any other written agreement stipulated by the parties, each party shall be charged with all costs linked to Project Activity, to the carrying out of Services or other as provided for in the Agreement itself.

3.2 Calendar. The parties commit themselves, in a commercially reasonable way, to carry out the Services on the basis of the calendar that will be established in the Offer and in the Brief. In case of real or anticipated delay in the carrying out of one or more Services, the party who is (or

anticipates to be) really late in the execution of one or more Services shall provide for a prompt written communication of the circumstances which have caused such delay, its foreseen duration, undertaken measures with the aim to reduce it and any possible modifications to the calendar deriving from such delay. All modifications to the calendar are regulated by Article 2.3.

3.3 Coordination. Each party will provide the other one with a copy of all Promotional Materials used within the framework of the Project Activity, before disclosing the materials themselves to the general public.

3.4 Contest Coordinator. In case of collaboration, each party shall appoint a person authorized to represent him/ her and having the task to coordinate and monitor the execution of the relevant obligations by the relevant party; such coordinator shall also act as a link with the other party in relation to each Project Activity. The Contest coordinator appointed by each party shall be indicated in the Agreement. Each party will be legitimized to appoint another Contest coordinator prior written communication of such replacement sent to the other party (in such written communication the name, the address and the telephone number of the new Contest coordinator of the interested party shall be indicated, as an example but not in an exhaustive way).

3.5 Assisted Contest. With the collaboration of the Client, Desall shall draw up a Brief in addition to the realization and maintenance of the Desall Site with a view to rendering the registration of final users and the participation of the users themselves to Contests easier; such Contests are linked to each Project Activity, in compliance with the relevant norms contained in the Agreement.

The Client will have the possibility to choose among several options regarding the protection level of the Projects: Contest protected by NDA, Contest with “Open gallery privacy” or “Private gallery privacy” and “Access code” Contest.

Furthermore, the Client will also have the possibility to choose from three Contest macro-categories:

- Industrial Design
- Craft Design
- Interior Design

Within the Industrial Design category, the Client will also have the possibility to choose from the following Contest typologies:

- Contest New Idea
- Contest Product Design
- Contest Naming
- Contest Packaging

Ultimately, the Client will be able to purchase:

- Single-phase Contest: which consists in the purchasing of one of the Contest typologies offered by Desall (Contest New Idea/ Contest Product Design/ Contest Naming/ Contest Packaging / Contest Craft Design / Contest Interior Design);
- Sequential Contest: which consists in the combination of the four Contest typologies of the Industrial Design Contest macro-category: Contest New Idea, Contest Product Design, Contest Naming, Contest Packaging. The Client will be able to choose the contest typologies which best suit their needs, selecting a minimum of two contest typologies and a maximum of four contest typologies. In this modality, the winning project of every contest typology will be part of the Brief of the next contest typology.

The Desall Site shall arrange the collection and publication of the Projects received by the final users of the Site within the framework of each Project Activity; in addition it will simplify the Projects assessment by the Desall community and the Client. With the exception of what otherwise established by the Agreement, all winners selected by the Client on the basis of what established by the Offer and the Brief, shall be indicated to Desall within the times set in the Offer and in the Client Agreement and a one-off cash award and/or royalties - as defined and agreed between the Client and Desall - shall be paid to the winners by the Client.

3.6 Self-launched Contest. The Client shall autonomously fill in all required data for the creation of the Contest through the following web page: <http://desall.com/LaunchContest>.

The Client will have the possibility to choose among several packages and options regarding the protection level of the Projects, among which: Contest protected by NDA or not, “Open gallery

privacy” or “Private gallery privacy” Contest.

In case the Client has purchased one of the above-mentioned options, the relevant costs will be charged to the Client, as specified in the order summary e-mail and as indicated in the receipt, accessible from the Client profile page inside the Invoice section.

The Client shall autonomously write the Brief following the guidelines there included and shall also fill in all the identity and billing details.

The payment for the Self-launched Contest might be issued through PayPal (also with credit card) or bank transfer.

The time for publication varies according to the payment methods:

- PayPal, max one working day;
- Bank transfer, max one working day since the confirmation of the paid amount from the bank.

The publication of the Contest shall nonetheless be subject to the receipt by Desall of the document named “Client Agreement”, initialled in every page and signed by the Client. The shipment of the document shall initially be made via e-mail to [legal@desall.com](mailto:legal@desall.com) and – within 20 days from the publication of the contest – via registered post to the address that will be communicated in the moment of the launch of the Contest in the “Client agreement” document. Failure to send the document might cause the removal of the Contest from the page dedicated to the Contest itself.

Desall shall deal with the realization and the maintenance of the Desall Site with a view to rendering final users registration and the participation of the users themselves to Contest linked to each Project Activity easier, in compliance with the respective norms contained in the General Conditions of Use and in the Client Agreement.

The Desall Site will arrange to collect and publish Projects received from final users of the Site within the framework of each Project Activity; in addition it shall render the evaluation of Projects by the Desall community and by the Client easier. With the exception of otherwise established by the Client Agreement, the Offer and the Brief, all winners selected by the Client shall be submitted to Desall within max 15 working days starting from the closing date of the reference Contest.

In case of Self-launched Contest included in one of the following typologies:

- Contest New Idea;
- Contest Product Design;
- Contest Craft Design;

the Client commits himself/herself to either:

- Pay cash awards;
- Pay cash awards and Royalties as calculated in the “*Reference Table for Professional Remuneration for Designers*” by ADI included at the article 3.7 hereunder.

In case of Self-launched Contest included in one of the following typologies:

- Contest Naming;
- Contest Packaging;
- Contest Interior Design;

no royalties will be granted but only cash awards shall be paid to the winners.

3.7 Project License. Desall shall put to the disposal of the Client a copy of all Projects submitted by the participants to the Contest.

With the exception of restrictions on the use of Personal data by the Client as per article 4.4 hereunder and with the exception of what is provided for in the several norms contained in the Offer and in the Brief, the participants to the Contest concede the following rights to Desall and the Client:

a) For all Projects: free and perpetual license, not exclusive and without any territorial limitation for all Projects uploaded on the Desall Site by users participating in the Contest for project, editorial, advertising for internal use-related purposes. Such license is not to be considered as a license for economic exploitation. In any case the Client will have the possibility to obtain the perpetual economic exploitation of the Projects, by exerting – within 12 (twelve) months since the conclusion of the Contest – a *pre-emption right*.

By exerting such *pre-emption right* the Client will also obtain an *exclusive license* on the Projects for a term not less than 5 years.

In case neither the Client nor the Users give notice of their own cancellation in a form of a registered letter with acknowledgement of receipt to be made at least 12 months in advance before the expiry date of the Exclusive license, such license shall be tacitly taken to be extended for a term equal to the first term (5 years) and so at every expiry date.

In the event that Users do not comply with the terms set above – thus infringing the *Pre-emption Rights* and/or the obligations related to the Exclusive License – the Users will be obliged to pay Desall an amount equal to the overall cost incurred by the Client for the Contest.

In case the *pre-emption right* is exerted by the Client, the license shall be granted only upon subscription of a specific agreement between the Client and the designer, author of the Project, where it shall be ruled that the Client will pay the designer a fair amount for the Project developed, included in a range that the Client and Desall will agree at the time of the approval of the Brief, the subscription of the Offer and of the Client Agreement. The writing of the above-mentioned agreement shall be made by Desall s.r.l., following consultations and the dispositions of the Parties involved (Client and designer).

After 12 months from the closing of the contest, the Pre-emption right for the Exclusive License on the project shall be transferred to Desall for another 6 (six) months.

b) For the sole Projects and Respective Concepts winning the Contest, even if in one single Category: for Projects' winners on the basis of the Brief and Contest Agreement, Desall and the authors of the winning Projects of the Contest shall grant to Desall and the Client – upon payment of the cash award and/or granting of the royalties as stated in the Offer and in the Brief – the exclusive license for the economic exploitation of the winning Projects, without any temporal and/or territorial limitations.

In case the Client decides to exert the right of pre-emption in relation to the exclusive Project license, the Client commits himself/herself to granting cash-award and/or the relevant royalties to Desall. Such royalties shall be calculated, as per table hereunder, on the Net Turnover deriving from the use of the Project exclusiveness. The phrase “Net Turnover” indicates the turnover realized by the Client via the exploitation of the exclusive license of the Project after reduction of conceded discounts and VAT.



Yearly Turnover in Euro	Percentage
25.000,00	10,00%
50.000,00	6,00%
250.000,00	5,00%
500.000,00	4,00%
2.500.000,00	3,00%
5.000.000,00	2,00%

The current “*Reference Table for Professional Remuneration for Designers*” has been drawn up by the ADI, the Association for Industrial Design.

Besides the Client commits himself/herself to periodically sending to Desall an account stated indicating the net turnover deriving from the exploitation of the exclusive license of the Project. Therefore the Net Turnover and the amount of due royalties shall be indicated in compliance with the times and methods to be agreed.

The Client shall accept that in case of using the names of the authors of the Projects for communication purposes or in case of production of the products deriving from the Projects developed through the Contest, on the Projects and on the related packaging, where possible, Desall and the name of the authors of the Project shall be mentioned.

The provision mentioned in the preceding paragraph shall apply also to the projects and related products for which the Client should decide to exert the right of pre-emption.

The above-mentioned licenses will enable one to: publish, reproduce, exhibit, implement, distribute, adjust, revise, modify, translate, create works deriving from the Projects selected as winning Projects in the Contest.

Desall shall maintain all rights concerning Projects (with the exception of any Client Material) not explicitly guaranteed to the Client in article 3.7, letter a) and b). If the Client wishes to use any Content in a different way from the mode provided for in the present art. 3.7, Desall and the

Client shall stipulate a separate agreement for this different kind of use. Such new agreement shall include the general conditions in relation with this new kind of use of Projects, including, as example but not meant in an exhaustive way, the amount of money the Client shall pay Desall for this new kind of use.

Desall activity consists in conceiving, programming, realizing and managing an online Contest and in the following pooling on its platform of the users' Projects in addition to their presentation of these latter to the Client. When Projects are submitted to Desall the users shall guarantee the absolute lawfulness of the material used to develop the Projects and so the full respect of the rights of intellectual property to third parties. Desall will do all is in its capacity to verify the true nature of users' declarations and therefore the lawfulness of Projects and that Projects do not damage brands represented by the Client and/or rights of intellectual property of third parties. Desall guarantees that when uploading Projects, the users will have accepted the terms and conditions in relation to the Site, the concession of the license of Projects upon uploading and also the Contest participation rules, not to mention the relevant documentation concerning the Users' acceptance of their responsibilities as to the originality of Projects themselves and of their non-violation of third parties intellectual property.

Desall will carry out a further control concerning copyright on Projects selected as winners of the Contest. Such control will be done via e-mail and it shall be directed to the authors of the Projects. If any violations are ascertained, the content will be excluded from the competition and neither awards nor royalties shall be paid to the designer/s concerned.

In case the Client shows interest in using a content containing an ascertained copyright violation, the Client shall autonomously be charged with all costs and possibly obtain the rights of intellectual property and/or the respective rights of use and exploitation of all materials (brands, images, music, texts, etc.) adopted by the users for the realization of Projects. Therefore Desall shall be in no way liable in relation to this.

If the Client should apprehend that the use of a Content could cause well founded Disputes or Claims on behalf of third parties, the Client himself/herself should promptly inform Desall and request an immediate interruption, the suspension of the use and/or the replacement or modification of the Content itself.

If Desall on its part apprehended that the use of a Content may cause protests or well-founded claims by third parties in addition to the possibility of being "at risk", it would be obliged to

inform the Client promptly and in a written way.

Desall in any case commits itself to indemnifying and keeping indemnified the Client from any kind of possible claims coming from third parties and relating the violation of their copyright, in the sole cases in which Desall can be held responsible for it. Such commitment on the part of Desall only affects the Content delivered to the Client and does not cover any possible copyright violations caused by the use of a Content not in compliance with legislation (in accordance with the accepted custom or in case such behaviours might occur as abuses, threats, obscenity, defamation or slander) or in case the Projects are used for purposes other than the ones included in the present General Conditions of Use, in the Brief, in the Offer and in the Client Agreement. In such circumstances, Desall shall have no responsibility at all.

3.8 Indemnity. The Client declares to indemnify and keep indemnified Desall from any kind of claims/actions which should come from and be experienced by the Client himself/herself as a result of the non-observance or neglect of participants in the Contest or in violation of the exclusive license on the Project.

3.9 Information Provided by Desall. Desall shall render available the Desall Material and the Information Provided by Desall as per possible calendar, or any other terms of the Agreement. Upon subscription of the Agreement, Desall allows the Client to use the Desall Material and the Information Provided by Desall exclusively within the framework of the Project Activity and in compliance with what is provided for in the Agreement itself. The Client commits itself not to use the Desall Material nor the Information Provided by Desall for any other purpose and without prior written consensus by Desall.

3.10 Information Provided by the Client The Client will render available the Client's Material together with Information Provided by the Client as per possible calendar or other terms established by the Agreement. Upon subscription of the Agreement, the Client concedes to Desall the right to use the Client's Material and the Information Provided by the Client, exclusively within the framework of the Project Activity and in compliance with what is established in the Agreement itself. The above-cited right includes the right to distribute, show and use such Client's Material together with the Information Provided by the Client on the Desall web Site to the benefit of final users themselves. In addition the final users will be conceded a sub-license; such sub-license will only include the above-cited Client's Material and the Information Provided by the Client in the Projects submitted to Desall in preparation for the Designing Activity.

Following the selection of the winning Projects, Desall will be legitimized to show the brand, the name and the company title of the Client in addition to products, services and brands promoted via the Contest on the web site [http:// www.desall.com/](http://www.desall.com/) or correlated domains, simply to promote Desall services. Desall commits itself not to use the Client's Material nor the Information provided by the Client for any other purpose without prior written consensus by the Client himself/herself. Desall is entitled to exclude or reject the inclusion on its web Site of the Material of the Client which: (a) contains or relates to information or other material violating the Rights of Intellectual Property belonging to third parties, (b) violates the laws, norms, or regulations in force or which violates the Projects' Standard.

3.11 Third Party Services Suppliers. The Client acknowledges the fact that Desall can turn to third parties for the development and updating of the Desall web platform.

3.12 Services Interruption. Whenever the Client should not respect one or more statements, promises, or commitment enshrined in the present General Conditions of Use, including the missing payment of sums due according to the Offer or in any case according to the overall collaboration itself, in addition to possible other remedies provided for by the legislation in force, Desall will be entitled, at its sole and exclusive discretion, to interrupt the execution of Services immediately.

3.13 Complaints from Users. The parties shall collaborate in a mutual way to identify and solve all complaints coming from final users in relation to the execution of duties and responsibilities as per present Agreement. Each of the party involved, whenever it should be necessary, suitable or whenever there should be a motivated request from the other side, will arrange to undertake surveys on the basis of facts connected to complaints submitted by final users in relation to their respective products or services. Neither party shall act on the basis of complaints by final users addressed mainly to the other party or to products or services issued by the other party; each party will promptly inform the other party about complaints submitted by final users.

3.14 Press releases and public declarations. The parties involved shall do their best to promote their image and the respective reputations concerning the Project Activity and their respective products and services for the period of validity of the Agreement. The Client shall collaborate with Desall within the framework of usual and reasonable activities in the press office and in relation to services object of the present Agreement. Each party shall inform immediately the other party should there be possible requests coming from information channels, journalists,

professional associations or government authorities concerning the other party.

#### **Article 4. Rights of Ownership; Privacy**

4.1 Desall Property. The Desall Material, the Information Provided by Desall (with the exception of any Client's Material) shall be safeguarded by the Desall Rights of Intellectual Property including as a mere example but not in an exhaustive way, rights which have been transferred to Desall by virtue of a license. The present General Conditions of Use does not provide for the transfer to the Client of any title or right of property concerning the Desall Material, the Information Provided by Desall or Projects (with the exception of the Client's Material), nor Rights of Intellectual Property relating to the Desall Material. Without limiting the general validity of what mentioned above, Desall shall maintain all rights, titles and interests (including as mere example but not in an exhaustive way, all Rights of Intellectual Property) concerning the Desall Material, the Information Provided by Desall and Projects (with the exception of the Client's Material).

4.2 Property of the Client. The Client's Material and the Information Provided by the Client shall be safeguarded by the Client's Rights of Intellectual Property. The present General Conditions of Use does not provide for the transfer to Desall of any right or title of property relating to the Client's Material or to the Information Provided by the Client, nor for Rights of Intellectual Property themselves. Without limiting the general validity of what mentioned above, the Client shall maintain all rights, titles and interests (including as mere example, but not in an exhaustive way, all Rights of Intellectual Property) relating to the Client's Material and to the Information Provided by the Client.

4.3 Safeguarding of Property Rights. Each party shall commit himself/herself in a way which is reasonable in commercial relationships, to adopting measures and precautions suitable to ensure the safeguard of Rights of Intellectual Property of the other party. Without limiting the general validity of what mentioned above, each party shall: (a) indicate in each copy of the Material of the other party that the right to property just like the Rights to Intellectual Property of such material shall belong to the other party; (b) act in good faith to avoid any non-authorized use on the part of individuals having access to the other party's Material.

#### 4.4 Privacy.

(a) Confidential Information. For the duration of the Agreement each party can reveal Confidential Information to the other party. In this case, unless there is a different authorization

on the part of the Revealing Party, the Receiving Party shall (a) use such Confidential Information for the aims for which such Information have been provided for by the Revealing party; (b) not reveal to third parties such Confidential Information; and (c) protect the Confidential Information from non-authorized use or dissemination to the same extent in which it protects its own Confidential Information of a similar nature. The present paragraph shall not apply to all information of public dominion, coming from different sources on the part of the Revealing Party, or developed autonomously by the Receiving Party. In addition the present Article 4.4. (a) shall not apply to any use or dissemination imposed by the legislation in force, by a judiciary procedure or by the government authority or if it has been implemented upon approval of the Revealing Party.

(b) Personal Data. Between Desall and the Client the handling of all Personal Data shall be entrusted to Desall. In any case the Client shall be totally responsible for the collection, the recording, the dissemination and the use or unauthorized access to Personal Data it will have at its disposal. The Client shall immediately inform Desall about a possible collection, recording, dissemination, use or effective, either probable or reasonably alleged unauthorized access to Personal Data. The Client shall commit himself/herself to using Personal Data exclusively in compliance with Desall privacy-related norms and as far as necessary to contact the competitors in relation to Projects. Unless otherwise provided for by the law, the Client shall commit himself/herself not to use or divulge Personal Data to third parties for any other purpose, including marketing-relating purposes. The Client shall commit himself/herself to implementing and maintaining suitable measures aiming at safeguarding Personal Data from any unauthorized access.

4.5 Use of Brands. The Client shall be authorized to include Desall Brands inside Project Material, on condition that the Client respects Desall guidelines and procedures established by Desall in relation to the use on the part of the Client of Desall Brands. The Client shall commit himself/herself not to adopt any similar Brands or Brands which may be confused with Desall Brands. Desall shall be legitimized to include the Client's Brands inside the Project Material, on condition that Desall respects the guidelines and the procedures established by the Client in relation to the use of the Client's Brands, if available, by Desall, as provided for in the General Conditions of Use, in the Client Agreement, in the Offer and in the Brief.

4.6 Right to cancel the Agreement. In the presence of violations or founded suspicions of violations of Article 4 by the Client, Desall shall have the right to be indemnified and also the

right to be refunded for any possible damages. Desall shall also have the right to recede immediately from the present contract with no obligation to any notice nor indemnity/refunding towards the Client.

## **Article 5. Payment**

5.1 Payment. With the exception of certain norms contained in the Offer, Desall will invoice due amounts as per the provisions provided for in the General Conditions of Use, in the Client Agreement, in the Offer and in the Brief. Desall shall provide documents and information required by the Client, with a view to verifying the invoices sent by Desall. The Client shall pay the due amounts according to the provisions contained in the Offer. On all amounts not paid, overdue interests as per Italian ex. Law decree 231/2002 will be applied starting from the date of the respective expiration date until the date of the payment. All amounts due as per the General Conditions of Use, the Client Agreement, the Offer and the Brief will be expressed in Euros and shall be paid in Euros, unless otherwise indicated in the Offer.

5.2. Amount. For the services rendered and the transfer of rights included in the Agreement, the Client shall pay to Desall the amount agreed and indicated in the Offer and comply with the timings and payment methods there indicated. The Parties might also agree on the possible reimbursement for travel and accommodation expenses; in which case the expenses shall be reimbursed by the Client to Desall in compliance with the Travel Policy of the Client as rendered available by the Client to Desall, upon written approval of the Client for every single expense and posterior to the presentation of the proper invoice by Desall.

The amount paid to Desall by the Client shall include all rights, duties and refundable expenses (including, as mere example but not in an exhaustive way, costs paid by Desall for (a) the awarding, the distribution and the payment of cash Awards and Royalties, (b) the refunding of possible Awards and (c) any costs to sustain – e.g. legal costs – related to the awarding of the cash Awards and Royalties in the case in which the Contest winner resides abroad), and all other amounts indicated in the Agreement.

5.3 Taxes. Unless otherwise provided for in the Agreement, remunerations, refundable duties and expenses together with all other amounts due to Desall as per the General Conditions of Use, the Client Agreement, the Offer and the Brief shall not be deemed inclusive of any direct or indirect taxes, duties, customs duties or any other amounts of money calculated or imposed by the government authorities, with the exception of the tax on the Desall net income. The Client shall

pay or refund Desall all the above-mentioned amounts upon simple and proven request by this latter or provide any certificates or documentation allowing the exemption.

#### **Article 6. Disclaimer; Exclusion of Guarantees**

6.1 Force Majeure. Neither party shall be responsible or shall be deemed defaulting or acting neglectfully in relation to the present General Conditions of Use as a result of possible delays or non-execution of the present General Conditions of Use, Client Agreement, Offer and Brief due to events which are not under the control of the party concerned (including as mere example, but not in an exhaustive way, actions or omissions by the other party). The present Article 6.1 shall not apply to the Client's payment obligations.

6.2. Safe Harbor Provision. The responsibilities of each party, either established and/or deriving from the present General Conditions of Use, in relation to an illicit action or in any case to any other action or omission of the parties, shall in no way exceed the total amount due or paid as per present Agreement, in the six months preceding the date in which the responsibility aroused. What precedes shall not limit the obligations of a single party concerning and subsequent to the violation of obligations of that party in terms of confidential information or personal data, violation of or illegitimate acquisition of the right of intellectual property of the other side. Despite the present limitation, Desall shall in no way be held responsible for any malfunctioning or failure of the Desall Site.

6.3 Violations of Third Party Intellectual Property. Desall will do what is possible to verify the lawfulness of Projects and their non dangerous potential in relation to the Client Brands and/or to third party rights of intellectual property. Desall in any case commits itself to indemnifying and keeping indemnified the Client from any kind of possible claims coming from third parties and relating the violation of their copyright, in the sole cases in which a responsibility of Desall can be ascertained. Such commitment on the part of Desall only affects the Content delivered to the Client and does not cover any possible copyright violations caused by the use of a Content not in compliance with legislation (in accordance with the accepted custom or in case such behaviours might occur as abuses, threats, obscenity, defamation or slander) or in case the Projects are used for purposes other than the ones included in the present General Conditions of Use, in the Brief, in the Offer and in the Client Agreement. In such circumstances, Desall shall have no responsibility at all.

6.4 Exclusion form Guarantees. A part from what is explicitly provided for by the present



General Conditions of Use, the parties renounce to any guarantees, be it explicit or implicit and provided for by the legislation in force or other, in relation to possible mistakes, defects, deficiencies, violations or non- conformity of the material, including Projects.

#### **Article 7. Validity and Cancellation**

7.1. General. The present General Conditions of Use shall be valid and binding for the parties from the moment of its subscription.

7.2 Notice of Material Violation or Non-compliance. Whenever one the parties should commit a material violation or should not have complied with no matter which one of the obligations provided for in the present General Conditions of Use in relation to any Project Activity, the other party shall be legitimized to send to the non-complying party a written communication of the violation or of the non-compliance (together with a description of the violation or of the non-compliance, a description of facts concerning the violation or the non-compliance, the General Conditions of Use provisions which have been violated or not respected and the action to be undertaken to remedy the violation or the non-compliance) and to warn such party that it intends to resolve the Agreement by virtue of the present Article if the violation is not remedied or if the non-compliance is not corrected within fifteen (15) days from the receiving, by the defaulting party of such notice (or within a longer and different term possibly indicated in such notice). Whenever the non-complying party should not remedy possible non-compliances indicated in the notice on the basis of the present Agreement within the established deadline, the other party shall be entitled to consider the Agreement cancelled with a written resolution notice to be sent to the non-complying party.

7.3 Taking Effect of the Resolution. In case of resolution of the Agreement as per Article 7.2, the following provisions shall apply: (a) the parties shall collaborate so as to proceed with a smooth, efficient and rapid resolution of the respective activities provided for in the present General Conditions of Use, Client Agreement, Offer and Brief; (b) the Client shall return to Desall all Desall Material and the Information Provided by Desall to the Client on the basis of the Agreement being resolved; (c) Desall shall return to the Client all the Material of the Client and the Information Provided by the Client to Desall itself on the basis of the present General Conditions of Use, the Client Agreement, the Offer and the Brief; (d) none of the two parties shall give execution to the Services as per the present General Conditions of Use, the Client Agreement, the Offer and the Brief after the resolution date; (e) the Client shall pay any remuneration or amount due before the resolution date on the basis of the present General

Conditions of Use, the Client Agreement, the Offer and the Brief including, as a mere example but not in an exhaustive way, possible sums of money provided for as Awards (as established by the Regulation) paid before the resolution date or in any case to be paid as a result of carried out activity before the resolution; (f) all responsibilities developed before the date of resolution shall remain valid; (g) Desall shall continue to use the Client's Brands as provided for in Article 4.5; (h) the respective rights and duties of the parties as per Articles 4, 5, 6, 7 and 8 of the present General Conditions of Use shall remain valid.

## **Article 8. Others**

8.1 Notifications. Any notifications or other communications transmitted by one of the parties to the other party on the basis of the present General Conditions of Use shall be considered valid only if provided in a written way, given personally or via the postal service to the desired addressee to the address indicated in the Offer. Both parties shall be entitled to modify their address at any time, but they shall promptly communicate in a written way, the new address to the other party. If this should not be the case communications sent to the old address shall be considered valid and effective.

8.2 Cession. The Client is not legitimized to cede the present General Conditions of Use, the Client Agreement, the Offer and the Brief or any deriving rights or interests without prior written consensus by Desall. In case of agreed cession between the parties, the present General Conditions of Use, the Client Agreement, the Offer and the Brief shall be fully valid and effective between Desall and the grantee, but the Client shall anyway still remain jointly liable with this latter and towards Desall as a result of obligations deriving from the Agreement itself.

8.3 Exclusion of Renunciation. The non-compliance on the part of Desall with the provisions enshrined in the present General Conditions of Use, the Client Agreement, the Offer and the Brief or with the exercise of rights and remedies provided for, shall in no way be interpreted as an act of renunciation or rejection by Desall of the right to adopt such provisions, rights or remedies, which will continue to be fully effective and valid.

8.4 Modifications. Any modifications, acts of renunciation or cancellation of one or more provisions of the present General Conditions of Use shall be valid and effective between the parties only if expressed in a written form and if included in a document referring specifically to the General Conditions of Use themselves and to the provision object of the modification, of the renunciation or cancellation; such document shall be signed by both parties.

8.5 Applicable Law. Any contractual relation between Desall and the Client shall be governed by Italian legislation.

8.6 Competent Judge. Should any controversy arise between the parties in relation to the validity, the interpretation and/or the execution of the present General Conditions of Use and in any case affecting every contractual relation between Desall and the Client, regulated by the present General Conditions of Use, the competent judge allowed to be informed about what has been cited above shall be exclusively an Italian Judge and more specifically the Court of Treviso.

8.7 Separability. Whenever one or more provisions of the present Agreement should be declared as having no legal value, contrary to the law in force or not applicable by the competent Judge or in any case by any other legal authority legitimized to judge, such provision shall be considered rectified or omitted to the extent established by such court or judging authority (e.g. for the purpose of preserving the aim of such provision to the extent allowed by the legislation in force) while the remaining part of the present General Conditions of Use shall be valid in any case and binding between the parties.

8.8 Entire Agreement. The present General Conditions of Use jointly with the Client Agreement, the Offer and the Brief, constitute the Agreement, in other words the overall and entire agreement between the parties. It replaces any other agreement, communication and/or previous and/or present agreement, be it written or oral and having the same object. In case of dispute or lack of uniformity among the General Conditions of Use and those of the Offer, these latter will prevail.

The parties declare that they have read, understood and explicitly approved the above-cited General Conditions of Use governing relations between Desall and the Clients.

## GLOSSARY

Whenever in the present General Conditions of Use, in the Offer and in the Brief the following terms with initial capital letter, both in the singular and in the plural, are cited they shall have the following meanings:

**“Offer”** indicates the “offer form for the realization of the Contest” submitted by Desall to its own client and by them signed; it contains the essential elements of the potential contractual relation, among which the Contest overall characteristics.

**“Party”** indicates one of the subject involved in the contract, in other words Desall and/or the Client.

**“General Conditions of Use”** indicate the whole clauses and conditions universally applicable to all relations between Desall and the Client together with and for what not otherwise specified, the Client Agreement, the Offer and the Brief.

**“Agreement”** indicates all has been agreed between the parties and which is object of the Offer accepted by the Client, the General Conditions of Use, the Client Agreement and the Brief.

**“Brief”** indicates a collection of the Client’s Material, statements of the specific requests for the Projects and other rules of participation in the Contest, advertising material, samples for participation in the Contest and other material and information relating to a Contest, arranged or prepared by the Client and/or Desall for each Contest.

**“Client Agreement”** indicates the specific document written and signed by Desall and the Client aimed at ruling in detail the Contest object of the collaboration.

**“Claims”** indicates possible strong requests or threatened actions, either presumed or submitted by third parties, in addition to the relevant responsibilities, damages, losses, costs and expenses (including but not only, legal costs , expert consultancy-related costs and trial-related costs) be they borne in connection with a judicial procedure, settlement or other.

**“Client”** indicates the subject to whom and in favour of whom Desall sells its own Contest, Promotional Organization-related Services, object of the Agreement.

**“Client’s Material”** indicates illustrations, graphic files, user interfaces, logos, text and other

materials given to Desall by the Client on the basis of the present Agreement.

**“Information Provided by the Client”** indicates information given to Desall by the Client on the basis of the present Agreement, as provided for in the Offer or in other agreements stipulated each time by the parties.

**“Confidential Information”** indicates all information belonging or reserved to the Revealing Party or which the Revealing Party shall keep confidential (e.g. on the basis of a contractual obligation or other kind of obligation towards third parties). Confidential Information can be of a technical, commercial or other nature (including, but not only information concerning technology, research, development, products, services, pricing of products and services, clients, employees, third parties, marketing programmes, financial resources, contracts, legal or commercial issues of the Revealing Party).

Confidential Information however do not include any information which: (a) were known to the Receiving Party before receiving them from the Revealing Party in relation to the present Agreement; (b) have been developed autonomously by the Receiving Party; c) the Receiving Party has acquired from another source without restrictions concerning their use or dissemination; or d) are or become of public dominion following an illicit action by third parties and in any case not because the Receiving Party is responsible.

**“Material”** indicates all data files (including, but not only, image files and text files), software, user interfaces or other material the Client or Desall shall provide in connection with the present Agreement.

**“Standard on Projects”** indicates a control on the part of Desall, in its turn and at its sole discretion, to establish that no Material is offensive, false or deceiving, indecent, tarnishing someone’s reputation, excessively violent, pornographic, sexually explicit or objectionable or which does not respect the Regulation of Participation in the Contest.

**“Contest Agreement”** indicates the agreement of participation in the Contest as expressed in its form and content published on the Desall Site (<http://www.desall.com/>).

**“Contest”** indicates a Project-related activity sponsored by Desall and accessible to participants from the Desall Site in relation to the Project Activity as established by the Offer.

**“Summary of the Contest”** indicates parts of the Brief rendered available to participants in the

Contest.

**“Revealing Party”** indicates the party revealing possible Confidential Information of its own to the other party on the basis of the present Agreement.

**“Projects”** indicates possible graphics, ideas, illustrations, drawings, photorealistic renders, technical drawings, CAD 3D files, pictures, videos (formats/accepted file extension: .jpg, .gif, .png, .dwg, .pdf, .iges, .igs, .obj, .stl, .avi, .flv, .mp4, .mov, .mpeg, .3gp, .wmv,) or other material or content submitted by a would be participant to the Contest to be admitted to it together with address and telephone number in addition to other information provided by the would be participant himself/herself in relation to a specific Contest.

**“Rights of Intellectual Property”** indicates possible patents, copyright, brands, industrial secrets, commercial image, rights of intellectual property in general, right of attribution or integrity or rights of industrial property.

**“Personal Data”** indicates all information on people the Client obtains in no matter what way and no matter from what source concerning participants in Promotional Campaigns or other final users of the Desall Site, including as mere example but not in an exhaustive way, names, addresses, telephone numbers, e-mail addresses, dates of birth and other relevant information for the registration. Personal Data on the basis of the present Agreement are Desall Confidential Information.

**“Award”** indicates the award Desall will pay to one or more users of the Desall Site on the basis of selection parameters described in the Agreement.

**“Project Activity”** indicates one or more Projects and the corresponding marketing or promotional program through which one or more Awards will be offered to selected winners on the basis of their Projects submitted in relation to the Contest and described in a more detailed way in the Offer and in the Brief.

**“Promotional Material”** indicates any web page, advertising, brochure, communications via e-mail or other material realized or to be realized by the Client, any web page, advertising, brochure, communication via e-mail, or other material realized or to be realized by the Client or Desall to support the Project activity on the basis of the present Agreement, including as a mere example and not in an exhaustive way, the Desall Site.

**“Receiving Party”** indicates the party who receives possible Confidential Information regarding the other party on the basis of the Agreement.

**“Services”** indicates services carried out or to be carried out by one of the parties on the basis of the Agreement with a view to realizing, hosting, managing, promoting and/or marketing the Project activity. Services are described in a more detailed way in the Offer.

**“Brands”** indicates any brand, commercial image, commercial denomination, social denomination, logo or property-related indication, URL and other source or commercial indication.

**“Desall Site”** indicates the web site proposing projects to be realized by the users and other material or services available at the web address: <http://www.desall.com/>.

**“Desall Material”** indicates illustration, sound material, graphic files, image files, user interfaces, logos, text and other material Desall is expected to provide the Client with on the basis of the present Agreement, with the exception of Projects.

**“Information Provided by Desall”** indicates the information Desall is expected to provide the Client with on the basis of the Agreement, as provided for by the Offer or other stipulated agreements between the parties, excluding Projects.

**“Desall Brands”** indicates the Brands Desall can time after time provide the Client with, to use them within the framework of a Project Activity as per relevant Offer.

**“Industrial Design”** indicates a Contest macro-category aimed at collecting projects and design solutions related to industrial products and to the application of their technologies. This macro-category includes the following Contest typologies: Contest New Idea, Contest Product Design, Contest Naming, Contest Packaging.

**“Contest Craft Design”** indicates a Contest aimed at collecting projects and design solutions related to handcrafted products, homemade products, unique or limited series, do-it-yourself projects intended both in the traditional meaning and in more modern and technologically advanced applications (e.g. 3D printing, electronics, robotics).

**“Contest Interior Design”** indicates a Contest aimed at designing spaces, customized furniture, stand and exhibition areas and in general receiving interior design proposals.

***“Contest New Idea”*** indicates a Contest aimed at collecting new product ideas, innovative design concepts or creative and technical solutions.

***“Contest Product Design”*** indicates a Contest aimed at designing and developing new products or components, improving or developing projects already started or restyling items far-back existing in the market.

***“Contest Naming”*** indicates a Contest aimed at choosing the name, creating the payoff or writing other advertising texts similarly related to the development and communication of the product and its identity.

***“Contest Packaging”*** indicates a Contest aimed at collecting graphics and design proposals for the product packaging.

***“Contest protected by NDA”*** indicates a Contest that requires the users to subscribe a Non Disclosure Agreement (confidentiality document) prior to be allowed to read the Brief and participate in the Contest (the Summary of the Contest remains public).

***“Open gallery privacy Contest”*** indicates a Contest whose Projects’ gallery is freely accessible and visible.

***“Private gallery privacy Contest”*** indicates a Contest whose Projects’ gallery is accessible and visible only from the Client account.

***“Access Code Contest”*** indicates a Contest in which the users must be in possession of a specific Code to be able to upload a Project to the Site.