

**AGREEMENT FOR THE ACTIVATION AND MANAGEMENT OF ELECTRONIC TICKETING
POINTS-OF-SALE (POS)
hereinafter “Agreement”**

between

UniCredit Business Integrated Solutions S.C.p.A. (hereinafter “**UBIS**”) with registered offices in Milan (Italy) Via Livio Cambi, 1, with a fully paid-up Share Capital of €237,523,160 enrolled in the Milan Register of Companies, Tax Code and VAT no. 12086630154, a member of the UniCredit Banking Group, registration no. 02008.1 in the Register of Banking Groups in the person of Mr. / Ms. [●], in his/her capacity as [●]

and

....., (hereinafter “**Authorized Dealer**”) with registered offices in
.....VAT No....., in the person of Mr. /
Ms. [●] in his/her capacity as [●],

hereinafter individually / jointly referred to as “the **Party**” or “**Parties**”

WHEREAS:

- A.** UniCredit S.p.A. (“**UniCredit**”), the Parent company of the UniCredit Banking Group, performs a service of electronic ticketing (e-ticketing) as owner of the GETICKET on-line ticket office (hereinafter “**Ticket Office System**”) recognized as valid, under Title II, paragraph 18 et seq. of the Italian Inland Revenue Ruling 22.10.2002 with a certification issued under bylaw 2003/96809 by the Italian Inland Revenue – Central Administration Department;
- B.** Organizers of cultural, sports and entertainment events in general (hereinafter the **Organizers**), from time to time assign UniCredit the task of automating the ticket office, to prepare and manage the ticket distribution network on-line (hereinafter “**Tickets**”) that legitimize the bearer of Tickets to access cultural, sports and entertainment events in general (hereinafter “**Events**”) and to collect on behalf of the Organizers themselves the fees related to the sale of Tickets made by the Authorized Dealer network;
- C.** UniCredit appointed UBIS, a company belonging to the same Banking Group, to manage and deliver services related to e-ticketing. This consists in managing, maintaining and developing the Ticket Office System, in preparing and managing the sale of Tickets on-line and by phone and, in particular, to manage the external pre-sale network;
- D.** The external pre-sale network involves, inter alia, the establishment and management (directly or indirectly) of an Authorized Dealer network in Italy and abroad which – by accessing a specifically dedicated area of the internet site (www.geticket.it, hereinafter the “**Site**”) owned by UBIS - are in a position to consult catalogs of Events and sell all Tickets relating to the Events in the dedicated area of the Site;
- E.** the Authorized Dealer is interested in offering its customers the service of Ticket sales (“**Ticket Service**”) for Events;

Now therefore, the Parties agree as follows:

1 Recitals and Appendixes

1.1 The Recitals are an integral and substantial part of this Agreement, together with its Appendixes.

1.2 The Appendixes to this Agreement are:

- 1) List of Authorized Sales Outlets;
- 2) Undertaking to respect the intellectual property rights of the *Fondazione Arena di Verona*®;
- 3) Financial flow traceability form for the *Fondazione Arena di Verona*®.

2 Subject

By signing the Agreement the Parties agree to activate the Ticket Office System for sales points (hereinafter "**Ticket Outlets**") listed in Appendix 1) of this Agreement.

3 Main Obligations of the Parties

3.1 UBIS undertakes to:

- i Give the Authorized Dealer access to the dedicated area of the Site to allow them to sell Tickets;
- ii Train the Authorized Dealer in the correct accessing and use of the dedicated area of the Site;
- iii Provide telephone support via the Help Desk available 365 days a year from 9:00 to 22:00 - telephone 0039 045 8067669;
- iv Provide necessary or useful information, data, instructions and news for the proper use of the service, collaborating actively and with skilled expertise.

3.2 The Authorized Dealer undertakes to:

- i equip each Sales Outlet with an ADSL line and guarantee that the electronic instruments and personal computers used to access the Site via Internet are equipped with IT programs and systems that ensure safe navigation in computer networks and adequate protection against IT viruses and other harmful programs;
- ii comply with the instructions received from UBIS for using the Ticket Office System in particular with regard to access methods using User IDs and passwords. To safeguard and have staff engaged in the sale of Tickets safeguard these codes and to take appropriate security measures to prevent their theft or loss or situations in which unauthorized persons can access or steal them;
- iii train staff involved in the sale of Tickets so they can carry out Tickets sales operational and administrative-accounting functions in the best possible way;
- iv put Tickets for Events in the catalogue on sale at the price indicated in the dedicated area of the Site;
- v print dematerialized Tickets received at their e-mail address on A4 paper for Events where access is expected to be physically checked and give it to the customer; or give the confirmation of "Ticketless" purchases received at their e-mail address to the customer so it can be exchanged for a Ticket at the Event venue on the day of the performance; or request that the Ticket be sent to the address indicated by the customer;

- vi give visibility to the Service to boost Ticket sales through, for example, press releases, space for posters and flyers, live announcements, editorials in internal magazines, leaflet distribution.

4 Economic - accounting reports

- 4.1 The Authorized Dealer will purchase Tickets for his customers by following the instructions (including the acceptance of the “Terms and Conditions”), that govern the purchase by credit card of Tickets on the Site.
- 4.2 The sale of Tickets involves the acceptance by the Authorized Dealer of the related commission, the total of which is indicated in the dedicated area of the Site. This commission will be credited by bank transfer to the Authorized Dealer’s Current Account by UBIS, gross of VAT and other taxes payable at sight of the invoice.
- 4.3 The Authorized Dealer will issue an invoice on a monthly basis, in accordance with the pre-invoicing proposed and communicated to him by UBIS, subject to VAT and deducting the commission due for the sales of Tickets and obtained from the dedicated area of the Site www.geticket.it, gross of VAT. The statement of commission thus obtained must always be attached to the invoice. The invoice must be made out to **UniCredit Business Integrated Solutions S.C.p.A.** (VAT No. & Tax code 12086630154) – Via Livio Cambi 1– 20151 Milano and sent via e-mail to: traffature.ubis@unicredit.eu.

5 Reports

- 5.1 The dedicated area of the Site provides each Authorized Dealer with an accurate daily report of all sales activities carried out by the Sales Outlet.

6. Cancellation of Tickets sold

- 6.1 The Authorized Dealer acknowledges that once Tickets have been purchased on the Site, it will not be possible to cancel the purchase of the Ticket or get a refund of the nominal price or request a change of date or request any changes to be made to the order.

7. Disclaimer

- 7.1 Except in the case of willful misconduct or gross negligence, UBIS do not assume any liability for damages of any nature whatsoever, direct or indirect, loss, damage or expenses deriving from the use or non-use of the Ticket Office System or for disruptions, interruptions, delays or errors caused by the electricity network or the internet or resulting from any act or acts of third parties that is not under the control of or attributable to the Parties.
- 7.2 UBIS is not responsible for any claims, damages, compensation, loss or expenses arising from the cancellation, postponement or change of Events.

8. Withdrawal, modification, suspension or discontinuance of the service

- 8.1 UBIS reserves the right to modify, suspend or discontinue any feature or service for technical and/or organizational reasons also linked to the Organizers, giving, where possible, adequate notice.

9. Duration of the Agreement and Right of Withdrawal

- 9.1** The duration of this Agreement is for an indefinite period.
- 9.2** Each Party may, at any time, withdraw from the Agreement by giving written notice of at least 1 (one) month to the other Party without any compensation or penalty being borne by the withdrawing Party in favor of the other Parties.
- 9.3** In the event of withdrawal or cancellation of the Agreement for any other reason, payment obligations remain, however, between the Parties relating to Tickets sold, to any cancelled Tickets, any commission due.

10. Declared Termination Clause

- 10.1** UBIS has the right to terminate the Agreement, by giving written notice by registered letter pursuant to and by effect of Article 1456 of the Italian Civil code and subject to payment of damages in the case of the Authorized Dealer's failure to timely fulfill, totally or partially, their obligations in relation to the provisions of the following Articles:
- i. 3.2, iv): sale of Tickets at a price different from the one shown on the Site;
 - ii. 15: Authorized Dealer's obligations with regard to Italian Legislative Decree 231/01.
- 10.2** The validity of the Agreement is subject to the possession and maintenance by each Party of the requirements of the anti-mafia legislation in force. Thus the Agreement is held to be valid exclusively in the case of the non-existence, for each Party, of causes for disqualification pursuant to Italian Law 575 of 1965 and Italian Legislative Decree 490 of 1994, in accordance with the requirements of Italian Presidential Decree 252 of 1998. In the case of the lack or loss of these requirements, the other Parties have the right to terminate the Agreement without prejudice to the right to compensation for damage.

11. Traceability of financial flows

- 11.1** The Ticket Office System provides for the insertion in the catalogue of Events promoted by the Organizers that are subject to financial flow traceability pursuant to Article 3 of Italian Law 136/2010 as amended.
- 11.2** To this end the Parties, on pain of absolute nullity of the Agreement, undertake:
- i. to assume all the obligations of financial flow traceability referred to in Article 3 of Italian Law 136 dated 13 August 2010 as amended;
 - ii. to give immediate notice to the contracting authorities concerned of the failure of the counterparty to comply with financial flow traceability obligations;
 - iii. to send a copy of the Agreement to the contracting authorities concerned when they request it.
- 11.3** In order to allow proper management of traceability obligations pursuant to Article 11.2, charges for Tickets issued for Events subject to such obligations shall be kept separate from charges for Tickets issued for other Organizers. They will be tracked by inserting the related *Codice Identificativo Gara* - "CIG" (Event Identification Code) and/or the *Codice Unico di Progetto* - "CUP" (Unique Project Code) as the reason for payment.
- 11.4** The disclosure obligations established by Italian Law 136/2010 lay down that the Authorized Dealer is required to inform the various Organizers of the identification details of

the current account dedicated, even if not exclusively, to public procurement, of the general details and the tax codes of the persons authorized to use it, as well as the statement with which the Authorized Dealer acknowledges his traceability obligations. To this end, UBIS will forward the appropriate notification form, showing details of the C/G assigned to the Organizer. This form must then be completed by the Authorized Dealer and sent to the Organizer through UniCredit and/or UBIS to whom the Authorized Dealer, if not dealing with it directly, will have given consent.

12. Communication between the Parties

Unless otherwise stated any communication between the Parties must take place in writing by registered post with acknowledgement of receipt to the following addresses:

UBIS
[•] - [•], Via [•]
Tel.: [•]
Fax: [•]
E-mail: [•ONLY CENTRALIZED E-MAIL]

The Authorized Dealer
For the attention of Mr. / Ms. [•]
[•] - [•], Via [•]
Tel.: [•]
Fax: [•]
E-mail: [•]

The Parties may mutually communicate in writing, giving 10 working days notice, any change to the addresses and contact details indicated in this Agreement.

13. Any previous agreements between the Parties

13.1 This Agreement contains the entire regime governing the relationship existing between the Parties in relation to what is contained herein and surpasses all other previous written or oral agreements between the Parties that may have existed at the entry into force of this Agreement.

14. Changes to the Agreement

Any amendment or supplement to this Agreement must be made in writing under penalty of nullity.

15. Undertakings of the Authorized Dealer with regard to Italian Legislative Decree 231/01

15.1 The Authorized Dealer declares knowledge of the contents of the regulations regarding “Administrative liability of legal persons, companies and associations” as per Italian Legislative Decree 231/2001 (Decree 231/01) and its subsequent amendments and additions, and therefore for the purpose of complying with this Agreement, undertakes, for itself and its employees/collaborators in general including sub-contractors, to act in accordance with the principles of transparency, correctness and integrity so as to prevent the commission of offenses as described in Decree 231/01.

- 15.2** The Authorized Dealer notes the adoption by UBIS of an appropriate Organization and Management Model of its own that prevents the types of offenses mentioned in Decree 231/2001. This Model is available on the UniCredit Spa website (www.unicreditgroup.eu) and the Authorized Dealer declares to have carefully read it and undertakes to observe and comply with it.
- 15.3** The adoption by the Authorized Dealer's employees/collaborators and its sub-contractors of conduct that violates the above requirements and which is not characterized by principles of transparency, correctness and integrity will entitle UBIS to terminate the the right of the same to request compensation for damages if the conduct of the counterparty is such as to determine damages should be paid to the same UBIS.
- 15.4** Should the Authorized Dealer directly or indirectly receive a request from a UBIS employee or representative for behavior that could lead to a violation of the previously mentioned Organization and Management Model or the committing of an offense under the Decree, they are required to immediately notify UBIS via email at the following address: odc231.ubis@unicredit.eu or write to the Organismo di Vigilanza, UniCredit Business Integrated Solutions S.C.p.A. Via Livio Cambi, 5 – 20151 Milan, Italy.

16 Anti-corruption clause

- 16.1** UBIS undertakes to respect the provisions of national and international anti- corruption legislation (in particular, the provisions of the Italian Criminal Code and Italian Legislative Decree 231/2001 pertaining to the matter, the United Nations Convention against Corruption and the UK Bribery Act) and to act strictly in accordance with the principles established there in order to prevent the commission of offenses listed in the above legislation in respect of activities envisaged by the Agreement.
- 16.2** The Authorized Dealer declares that it is well aware of the importance attached by the UniCredit Group to the contents of Anti-corruption regulatory provisions. As part of the activities under this Agreement the Authorized Dealer undertakes to comply with the anti-corruption regulations mentioned above.
- 16.3** The adoption by employees / collaborators of the Authorized Dealer of conduct in violation of the said anti-corruption regulations will entitle UBIS to terminate the Agreement pursuant to article 1456 of the Italian Civil Code, without prejudice to the right of UBIS to seek compensation for damages.
- 16.4** In addition, UBIS reserves the right, in the event of violation of the above regulations that at its own discretion it unquestionably deems to be less serious, to obtain an appropriate reduction of the consideration due, without prejudice to its right to seek damages should the conduct of the other part be likely to result in damages for UBIS.
- 16.5** The Authorized Dealer hereby agrees to ensure that its own suppliers and subcontractors respect these obligations and, in the case of adoption by the latter of conduct contrary to the above regulations, to terminate the contracts with them pursuant to article 1456 of the Italian Civil Code.

17. Final Clause

17.1 The Parties are and shall remain independent contractors. Nothing in the Agreement shall be construed as creating a joint venture, consortium, partnership, corporation, agency and/or other similar trading establishment.

18. Law and Jurisdiction

18.1 The Agreement is governed by Italian Law.

18.2 All disputes arising from the interpretation or execution of the Agreement will be under the exclusive jurisdiction of the Court of Milan.

Place and Date

THE AUTHORIZED DEALER

**UniCredit Business Integrated Solutions
S.C.p.A.**

(stamp and signature)

(stamp and signature)

Pursuant to articles 1341 and 1342 of the Italian Civil code, the Authorized Dealer specifically approves the following terms and conditions:

- 4 – Economic-accounting reports
- 7 - Disclaimer
- 8 – Withdrawal, modification, suspension or discontinuance of the service
- 9 – Duration of the Agreement and Right of Withdrawal
- 10 – Declared Termination Clause
- 15 – Undertakings of the Authorized Dealer with regard to Italian Legislative Decree 231/01
- 18 – Law and Jurisdiction

of the Agreement which he specifically approves for all legal purposes.

Place and Date

THE AUTHORIZED DEALER

(stamp and signature)