MEDIAMOND S.P.A. GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF ADVERTISING SPACE ON WEBSITES

1. Scope

These general terms and conditions (hereinafter, the "***General Terms and Conditions***") regulate the purchase by the party concerned (hereinafter, the "***Customer***") of advertising spaces for the publication of commercials in various forms (hereinafter, the "***Ads***") on the websites specified in the www.mediamond.it website (hereinafter, the "***Sites***") under concession to Mediamond S.p.A. (hereinafter, "***Mediamond***" and, jointly with the Customer, the "***Parties***").

2. Formalization of Orders

2.1. In order for an order (hereinafter, the "***Order***") to be formalized, the Customer, acting through its duly empowered designee, shall send Mediamond a specific request by e-mail well in advance, expressly stating that it has read and accepts these General Terms and Conditions. That request (hereinafter, the "***Customer Request***") shall specify the details of the type of advertising spaces (hereinafter, the "***Advertising Spaces***") that the Customer wishes to purchase and state the number of Ads to be published and the period during which they are to be published. An Order is deemed formalized when the Customer receives the order confirmation sent by Mediamond (hereinafter, the "***Mediamond Order Confirmation***"), enclosing these General Terms and Conditions. Subject to any agreement to the contrary between the Parties, the Mediamond Order Confirmation will report the content of the Customer Request, the consideration previously agreed by the Parties on the basis of the price list prepared by Mediamond and submitted to the Customer, and the relating payment terms.
2.2. If, however, the execution of an Order precedes the Customer's receipt of the Mediamond Order Confirmation for any reason, the Order will be considered formalized contextually with the publication of the Ads and will be considered regulated by the provisions contained in the Mediamond Order Confirmation and these General Terms and Conditions.
2.3. An Order formalized in such way by the Customer and Mediamond shall constitute the entire agreement between the Parties and will be valid for the term stated in the Mediamond Order Confirmation, which can never exceed twelve (12) months.
2.4. The Client acknowledges that the quantity of Advertising Spaces set out in the Order is indicative, as there may be physiological discrepancies (excess and/or shortfall) in the delivery of Advertising Messages on digital media, without this entailing any change in the fee agreed in the Order itself.

3. Publication of the Ads

3.1. The Ads publication schedule (hereinafter, the "***Schedule***") shall be agreed by the Parties on the basis of the spaces available from time to time on the Sites, as notified to the Customer by Mediamond.
3.2. If the Customer wishes to purchase Advertising Spaces for the mere purpose of publishing advertorials (hereinafter, "***Advertorials***") the Parties agree that:

a) the texts and pictures of Advertorials will be prepared by copywriters and photographers selected by Mediamond and/or the Managing Editors based on criteria agreed upon by the Parties. All related costs of editing, illustrations and make-up shall be borne entirely by the Customer and billed by Mediamond;
b) Mediamond shall clearly specify the nature of the Ad (advertising information, commercial) in each Advertorial published on each Site;
c) in view of the particular characteristics of Advertorials, Mediamond may modify at its

discretion the date of publication agreed upon with the Customer;

d) all economic exploitation rights regarding the contents prepared at the Customer's request, albeit unused, and the Advertorials, are Mediamond's and the Managing Editors' property; the Customer may thus reproduce said contents and Advertorials, in whole or in part, only after obtaining written authorization from Mediamond and the Managing Editors.

4. Amendment of Agreements

4.1. Any requests to amend the agreements already reached between the Parties in connection with the Schedule, the Ads format, their position and arrangement on the Sites (hereinafter, the *"**Amendments**")* shall be sent to Mediamond in writing, clearly stating the changes to be made, and must be received at least three (3) days before the date the Ads are to be published as previously stipulated in the Mediamond Order Confirmation.
Mediamond's agreement to the Amendments requested by the Customer is subject to Mediamond's ascertainment that the Advertising Spaces needed are available on the dates specified.
4.2. The prices that Mediamond charges for the various kinds of services required will apply to any Amendments that are agreed on in writing.

5. Provision of Materials by the Customer

5.1. The Customer shall send the materials related to the Ads (e.g., banners, tracking pixels, redirection - hereinafter, the "***Materials***") to the following address: operation@mediamond.it, in the same format specified on the http://www.mediamond.it/creativita website, at least three (3) working days before the on-line publication date agreed upon by the Parties and specified in the Mediamond Order Confirmation.
5.2. If Materials are not delivered as specified in point 5.1 above, Mediamond shall be entitled to publish the Ads on the dates it will establish at its sole discretion, depending on the requirements and the additional Advertising Spaces available on the Sites, without prejudice to the Customer's obligation to pay the agreed price.
5.3. All Materials shall be provided by the Customer on supports that meet Mediamond's specifications. Materials must meet the quality standards and the technical specifications prescribed by Mediamond, which are necessary in order for the Ads to be prepared in the proper way, and must not require additional technical intervention.
5.4. If Materials do not meet the required quality standards or technical specifications, the Customer shall, at Mediamond's request, ensure that Mediamond receives the new Materials as soon as possible. Should the new Materials not be received, Mediamond shall be entitled, at its sole discretion: *(i)* to not publish the Ads; or *(ii)* to postpone their publication to other dates that Mediamond shall establish depending on the requirements and the Advertising Spaces available on the Sites. The Customer shall in any event be obliged to pay the entire contractually established consideration.

6. Ads' Content

6.1. The Customer acknowledges and recognizes that Mediamond is in no way required to check that the Materials delivered and the Ads are lawful and legitimate. The Customer accordingly warrants to Mediamond and the Managing Editors that the Materials do not breach any provision of laws and/or regulations or any third-party right and, in any event, undertakes to indemnify and hold Mediamond harmless from any and all liability towards third parties, for any reason and on any grounds, including, for example, liability for the breach of personality rights, literary property, copyright, intellectual and/or industrial property rights and/or the rules governing advertising and fair trading, for plagiarism and on any other grounds ensuing from the Ads, and to release Mediamond and the Managing Editors of the Sites from any and all claims and actions in such regard and from any adverse consequence

that may ensue to them by reason of the content of Ads and/or their publication, and from any claim or action related thereto.

The Customer undertakes to ensure that the "political advertising" Messages, as defined in Regulation (EU) 2024/900 of the European Parliament and in Implementing Regulation (EU) 2025/1410, shall comply with the aforementioned regulatory provisions, expressly declaring in writing whether or not they are deemed political in nature.

The Customer shall hold Publitalia indemnified and harmless from and against any liability arising from any violation of Italian and European existing laws, regulations, and customary practices, including, without limitation, laws and regulations relating to telecommunications, advertising, the protection of personal data and political advertising deriving from the transmission of Messages.

6.2. Said indemnity also applies in respect of the public authorities, it being warranted that the Ads are lawful also from an administrative perspective; the Customer thus assumes all liability of any kind and shall fully indemnify and hold Mediamond and the Managing Editors harmless in such respect. The Customer undertakes to furnish to Mediamond, at the latter's request, the documents attesting to the Customer's possession of the authorizations required to publish the Ads.

7. Ads' Compliance with Statutory and Other Requirements

7.1. The Customer hereby acknowledges and agrees that Mediamond and the Managing Editors have the right to refuse to publish and/or to halt the publication of Ads - with immediate effect and without prior notice and without being under any obligation to howsoever compensate the Customer on any grounds - which:

(i) in Mediamond's and/or the Managing Editors' sole judgment, are not considered consistent with the policies adopted and the line taken by the Managing Editors;

(ii) in Mediamond's and/or the Managing Editors' sole judgment, do not, for any reason, make it possible to realize immediately that they are advertising;

(iii) howsoever infringe the legislation/regulations in force on advertising, including those concerning the "political advertising";

(iv) do not provide the details of ministerial and administrative authorizations whose mention is compulsory or do not possess valid compulsory authorizations;

(v) breach any foreign laws that are enforceable in respect of Mediamond and/or the Managing Editors;

(vi) regard initiatives analogous to others that have already been promoted or are to be promoted by Mediamond and/or the Managing Editors.

7.2. The Customer shall not, under any circumstance, be entitled to refuse to pay or to suspend payment of the amount due for Ads that have already been published.

7.3. Mediamond shall be entitled to refuse to publish and/or to halt the publication of Ads pursuant to this Article 7 or any other condition or stipulation contained in the Mediamond Order Confirmation, even when such Ads are identical or similar to other commercial Ads previously published via other advertising media handled by Mediamond.

7.4. The Customer will not be entitled to lodge any complaint against Mediamond and/or the Managing Editors if the Customer's Ads regard initiatives analogous to others that have already been promoted or are to be promoted by Mediamond and/or the Managing Editors.

8. Advertising Self-regulation Code

8.1. The Customer acknowledges that Mediamond is duty bound to comply with the Italian Advertising Code (*Codice di Autodisciplina Pubblicitaria* – hereinafter, the "***Code***") and, in turn, agrees to abide by that Code in its entirety, recognizing, *inter alia*, the authority of the "*Review Board*" to perform its functions, including those of an investigative nature (also through the Secretariat or the Management of the *IAP – Istituto di Autodisciplina Pubblicitaria* – the self-regulatory body for the

Italian advertising industry) and undertaking to comply with all decisions of the IAP Jury or other body responsible for issuing desist orders and decisions on whether Ads that are commissioned or published comply with the provisions of the Code. The Customer undertakes to abide by such decisions and to publish them. The Customer in any event acknowledges that, in addition to the circumstances contemplated in Article 7 above, Mediamond may refuse to publish Ads when, in its sole judgment, it holds that they breach the provisions of the Code, and put a halt to the publication of such Ads without being under any compensatory obligation to the Client. In such cases, just like when an Advert is not published for the reasons contemplated in Article 7 above, the Customer shall be obliged to deliver to Mediamond new Ads that comply with the provisions in question, in order for them to be scheduled in the Advertising Spaces.

8.2. All the provisions contained in Article 8.1 above also apply to any decisions, directives, ordinances and/or regulations that may be issued by the judicial authorities, the Italian Competition Authority and other administrative authorities with regard to the publication of Ads.

8.3. The Customer accordingly undertakes to bring the contents of Ads in line with such rulings.

9. Complaints

9.1. Subject to the provisions contained in Article 10 below, in order to be valid, any duly justified complaints that the Customer may make must be sent to Mediamond by registered mail with return receipt and received by same within ten (10) days of the date that the Ads in question are published.

10. Limitations of Mediamond's Liability

10.1. The Customer acknowledges that Mediamond is released from any and all liability for:

(a) any defects found in the Materials that prevent the Ads from being published in a proper way, as well as for incompletely assembled Materials or Materials delivered after the deadline stated in Article 5 above;

(b) delays in publishing or the failure to publish Ads due to strikes or other *force majeure* events;

(c) the content of promotions and/or sales;

(d) any discrepancies between the Materials delivered and the Ads published, when such discrepancies are within the limits of normal tolerance connected with the publication system used.

10.2. Should it happen that the publication of Ads contains serious errors that are highly detrimental to the Customer, for which Mediamond and/or the Managing Editors can be held responsible, the Customer shall only be entitled to demand that such Ads are published again in the correct way, according to a timetable to be decided in agreement with Mediamond; any other form of compensation is ruled out.

11. No assignment

None of the rights or entitlements contemplated herein can be assigned in whole or in part to third parties by the Customer without Mediamond's prior written consent.

12. The Customer's Use of Advertising Spaces

12.1. The Advertising Spaces purchased by the Customer shall be used entirely and exclusively by same within the date stated in the Mediamond Order Confirmation or, in the absence of an expressly stated deadline, within a maximum of twelve (12) months, subject to any special terms and conditions to be stipulated in writing.

13. Termination of Mediamond's Concession

Mediamond is expressly released from the obligation to continue publishing the Ads on the Sites that revoke, for any reason and on any grounds, Mediamond's concession to sell their Advertising Spaces and Mediamond is also expressly released from any and all liability for compensation or damages in such regard. Under such circumstance, as well as in the event that Mediamond stops the publication of Ads, the Customer shall be obliged to pay in full for the Ads that have already been published.

14. Rates and Discounts

The rates applied to the Client shall be those reported in the official price list in force when the Mediamond Order Confirmation is received; provided, however, that Mediamond may grant the Customer discounts (hereinafter, the "***Discounts***") on the basis of the sales policies in force at the time.

15. Payment Terms and Interest

15.1. The Customer shall pay the entire amount due within sixty (60) days of the date the relating invoice is issued or within any other term specified in the Mediamond Order Confirmation. Late payments shall entitle Mediamond to charge interest on arrears calculated at the statutory rate of default interest (the ECB rate increased by eight (8) percent), further to a formal demand to such effect. The Customer's failure to pay or its partial payment of the amount due within the agreed term shall entitle Mediamond to not execute any additional Customer Orders that may have been formalized by the Parties in the meantime and to stop publishing the Ads to which the Mediamond Order Confirmation refers, without needing to give notice and without the Customer being entitled to raise any kind of objection or claim any damages, subject to the Customer's obligation to pay the entire amount for the guaranteed Ads and subject to the compensation of any damages ensuing to Mediamond and/or the Managing Editors. It is also understood that Mediamond shall be entitled to stop the publication of the Ads to which the Mediamond Order Confirmation refers also if the Customer fails to pay Mediamond any sums owing and overdue to it on any other grounds.
15.2. VAT and any other transferable tax payable shall be entirely charged to the Customer.

16. Term and Right to Cancel

16.1. The Customer may cancel the Mediamond Order Confirmation by so notifying Mediamond by letter sent by registered mail with return receipt. However, if the Customer exercises its right to cancel between ten (10) and seven (7) days before the date on which the Ads are to be published, it shall pay Mediamond fifty percent (50%) of the agreed price and, should the Customer exercise its right to cancel six (6) or fewer days before the date on which the Ads are to be published, it shall pay the agreed price in full.

17. Mediamond's Right to Assign Receivables

Mediamond may assign to third parties the receivables it is owed pursuant to the Contract. The Customer hereby states, pursuant to section 1264 of the Italian Civil Code, that it agrees to the possible assignment of such receivables and waives the right to demand their offset pursuant to section 1248 of the Italian Civil Code.

18. Mediamond's Right to Assign the Agreement

The Customer acknowledges and recognizes that Mediamond shall be entitled to assign this agreement to third parties in whole or in part, provided that Mediamond is obliged, also under section

1381 of the Italian Civil Code, to guarantee that the Ads will be published at the terms and conditions established by the Parties.

19. Contract Stipulated by an Advertising Agency

If the Customer Order is stipulated by an advertising agency acting in the Customer's name and on its behalf, such agency is to provide Mediamond with a copy of the document attesting to its powers in such regard and shall in any event be held jointly and severally liable for fulfilling the obligations assumed by the Customer.

20. The Customer's Joint and Several Liability with its Eventual Transferees/Assignees

If the Customer's business is transferred or taken over on any grounds, the transferee or assignee shall take over all rights and obligations assumed by the Customer hereunder and the Customer will continue to be liable towards Mediamond, jointly and severally with said transferee/assignee.

21. Confidentiality

The Customer undertakes vis-à-vis Mediamond to: (i) consider all the information that will be provided to him in the pre-contractual and/or contractual phase and/or that will be acquired in any way (including, without limitation, scheduling data, fee, discounts applied, extent, timing and manner of broadcasting the Messages, conditions and schedules proposed, content of meetings between the Customer and Mediamond), as strictly private and confidential and to take all reasonable measures to maintain the confidentiality of such information (hereinafter, the "Information"); (ii) use the Information solely for the purpose of carrying out the activity described in the Contract and not use the Information in any way that may, even potentially, cause harm to Mediamond; (iii) ensure that the Information will only be communicated to its employees on a need-to-know basis with instructions to keep such Information as confidential; (iv) not disclose any Information to third parties (including, without limitation, consultants, agencies, auditors, other users), unless prior written approval is obtained from Mediamond. The Customer shall in any case undertake to include in its agreements with third parties an appropriate confidentiality clause to protect the Information and will remain in any case liable to Mediamond, jointly and severally with said third parties, in the event of any breach by said third parties (although they may have not been informed) of said confidentiality obligations.

22. Jurisdiction

The Courts of Milan shall have exclusive jurisdiction over any dispute that may arise in connection with the construction, stipulation and/or performance of this agreement, to the exclusion of any other alternative or concurrent jurisdiction, also in cases of the similarity of object between pending actions, *lis alibi pendens*, the joinder of parties and the summons of other third parties with respect to this agreement.

23. Processing and protection of data - protection of personal data

By entering into these General Terms and Conditions, the Client acknowledges having read the privacy notice provided for in Articles 13–14 of the European General Data Protection Regulation (GDPR) 679/2016, available on the website http://www.mediamond.it in the Governance section.

24. Additional or Conflicting Stipulations

Any stipulation in addition to or conflicting with this agreement will be considered null and void unless contained in a written document signed by the Parties.

25. Code of Ethics and Organization, Management and Control System

The Customer hereby states that it has taken note of the Code of Ethics and the Organization, Management and Control System pursuant to Legislative Decree no. 231/2001 adopted by Mediamond, compliance with both of which is an essential part of the obligations assumed by executing this Contract. Any breach of the Code of Ethics and/or of the Organization, Management and Control System in force at any time may thus determine, in the more serious cases, the termination of this Contract and the compensation of any damages suffered by Mediamond.

26. Governing law

The Parties mutually agree that these General Terms and Conditions are governed by Italian law.

27. Miscellanea

27.1. This agreement supersedes any other different agreement between the Parties on the same subject.
27.2. Under no circumstance can this agreement be construed to imply that the Customer is granted exclusive rights and that Mediamond is thus forbidden from selling advertising spaces to the Customer's competitors or other third parties.
27.3. If one or more clauses hereof prove to be invalid or void, in full or in part, these General Terms and Conditions shall continue to be valid and such invalid or void clauses shall be replaced by fully valid and enforceable provisions.

Place _____ Date _____

MEDIAMOND S.p.a. THE CUSTOMER

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_____ _____

Having carefully examined them, we hereby specifically approve the following Articles of the General Terms and Conditions pursuant to section 1341.2 of the Italian Civil Code: Art. 2 (Formalization of Orders); Art. 4 (Amendment of Agreements); Art. 5 (Provision of Materials by the Customer); Art. 6 (Content of Ads); Art. 7 (Ads' Compliance with Statutory and Other Requirements); Art. 8 (Advertising Self-Regulation Code); Art. 9 (Complaints); Art. 10 (Limitations of Mediamond's Liability); Art.11 (No Assignment); Art. 12 (The Customer's Use of Advertising Spaces); Art. 13 (Termination of Mediamond's Concession); Art. 14 (Rates and Discounts); Art. 15 (Payment Terms and Interest); Art. 16 (Term and Right to Cancel); Art. 17 (Mediamond's Right to Assign Receivables); Art. 18 (Mediamond's Right to Assign this Agreement); Art. 19 (Contract Stipulated by an Advertising Agency); Art. 20 (The Customer's Joint and Several Liability with its eventual Transferees/Assignees); Art. 22 (Jurisdiction); Art. 23 (Data Processing); Art. 25 (Code of Ethics and Organization, Management and Control System); Art. 26 (Governing Law); Art 27 (Miscellanea).

THE CUSTOMER
(Seal and signature of legal representative)

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