

GENERAL TERMS AND CONDITIONS OF CONTRACT

Art. 1 Scope.

1.1 The terms and conditions set forth below apply to any contract entered into between Aiselli Cristian Inside Studio Architettura d'interni and/or Inside Group Technology s.r.l. acting as the Supplier and the Client acting as the Principal, when assignments are conferred for the creation of three-dimensional models and/or environments, graphic renderings and any other service covered by the particular contracts.

1.2 These General Terms and Conditions shall apply even in the absence of an express reference to them and shall be valid and effective for every assignment received from the Principal. Any condition, clause or term deviating from these General Terms and Conditions shall only be valid and effective if confirmed in writing by the Parties.

1.3 These General Terms and Conditions are made known and enforceable by:

- signing by the Principal;
- publication on the Supplier's websites, in the "General Terms and Conditions" section;

1.4 The Parties' legal address for service, for contractual and judicial purposes, shall be deemed to be elective for the Principal and, for Suppliers, at their respective registered offices. Communications shall be deemed to have been received and acknowledged as of the date of receipt of the document in question, sent by registered letter with proof of receipt or by certified electronic mail.

Art. 2 Method of accepting the contract.

2.1 The Principal after having received the General Terms and Conditions, the quotation and/or the particular contract from the Supplier, will sign and send the documents by certified electronic mail to the Supplier's address: for the supplier Inside Group Technology Srl - to the following address insidegrouptechology@pec.it. For the supplier Aiselli Cristian Inside Studio Architettura d'Interni cristian.aiselli@geopec.it. The Principal declares its registered office, tax domicile, tax code, VAT number and contributions codes. The date, stamp and signature of the Principal's legal representative is required.

2.2 The contract shall not be assigned to a third party without the Supplier's written consent.

2.3 Invoice header data shall be received at the same time as the submission of the documents referred to in Art. 2.1. Any invoicing errors must be reported to the Supplier within 3 days of receipt of the invoice. Any changes to the aforementioned data that have not been communicated in writing shall not be enforceable against the Supplier.

Art. 3 Contract term.

3.1 Unless expressly stated in the Special Conditions, the contract is for a fixed term of 18 months from the contract signing date.

3.2 The Principal shall endeavour to provide all necessary resources, means and instructions to enable the Supplier to commence and complete the assignment within the aforementioned time limit. No unforeseen impossibility of execution or delays in the execution or completion of the work due to the Principal's inaction, or for reasons not attributable to the Supplier, shall permit the renegotiation of the consideration agreed for the entire work ordered.

Art. 4 Implementation of the Contract.

4.1 Upon receipt of the documentation by certified email, as indicated in Article 2, the Supplier shall issue the invoice, which shall be followed by payment of the specified amount by the deadline indicated. In case of payment by bank transfer, the payment slip shall be sent by e-mail. Only after these formalities have been fulfilled shall the Supplier commence the performance of the service. The Supplier shall not be held liable for the temporary or permanent impossibility of performance due to a Force Majeure event attributable to the following causes (without limitation): power failure, natural disaster, IT system breach etc. In such cases, the Supplier shall not be liable for non-performance and shall be obliged to fulfil its obligations under the Contract that have not been affected by such Force Majeure event.

Art. 5 Payment in advance.

5.1 The agreed lump-sum payment shall be paid over before the commissioned work begins. Where payments are agreed in instalments, they shall be due as instalments in advance of the formal works progress stages agreed, and paid before the commencement of each works progress stage. Payment terms and deadlines shall be indicated in the offer, in the particular contract and in the invoices. In the event of non-payment, no services shall be commenced or continued.

Art. 6 Changes and additions to the work.

6.1 Variations to the work are ordered by the Principal in writing only and, if significant, they shall result in a renewed calculation of the contractual terms, resulting in a reworking of the entire price agreed. For minor variations, which may also be ordered other than in writing, an hourly rate of € 100.00 + VAT shall be charged in addition to the agreed price.

Art. 7 Delivery and verification of the work.

Unless the particular contract's provisions require alternative procedures, the commissioned work shall be deemed to be delivered for all legal purposes and effects upon the Supplier activating the procedure for the electronic sharing of

digital documents with the Principal, using the file hosting service "WETRANSFER®" or similar. The activation of electronic sharing enables the Principal perform the verification of the work. Similarly, partial or interim deliverables with reference to the works progress stages of the commissioned work shall be deemed to have been delivered in the terms provided for above. The Principal declares to know how to use the aforementioned file hosting service.

Art. 8 The *solve et repete* estoppel clause.

8.1 Pursuant to Art. 1462 of the Italian Civil Code, the Principal shall not be entitled to object to the manner of performance of the service or to any flaws, discrepancies or non-conformities of the commissioned work if it has not fully absolved its pecuniary obligations arising based on its acceptance of the general terms and conditions of the contract and/or its signing of the terms contained in the estimate and/or in the individual contract.

Art. 9 Suspension of Performance - Termination Clause - Prohibition of Withdrawal at will

9.1 Delayed payment at the agreed deadlines, even of a minor amount, shall entitle the Supplier to suspend performance pursuant to Article 1460 of the Italian Civil Code.

9.2 Delayed payment for an amount exceeding 10% of the entire price agreed upon for the commissioned work, shall entitle the Supplier to terminate the contract immediately by notice sent by registered letter with proof of receipt or by certified e-mail. Under no circumstances shall the Supplier be held liable for any loss incurred by the Principal.

9.3. As an express exemption from the provisions of the Italian Civil Code, the Principal's right to unilateral withdrawal at will is hereby excluded.

Art. 10 Contractual penalty clause.

10.1 In the event of premature termination of the contract for reasons not attributable to the Supplier, the Principal shall pay, as a penalty, 30% of the price agreed for the entire work commissioned, plus fees accrued for services actually rendered at the time of the contract termination, less the stipulated penalty. Without prejudice to the Supplier's right to seek compensation for any further loss incurred.

Art. 11 Liability release for the use of material supplied by the Principal - Indemnification.

11.1 The Principal declares that it grants the Supplier and/or its assignees and/or associated companies the non-exclusive right and licence - for no consideration or payment - to use, catalogue, reproduce and exercise all associated rights in connection with material sent to the Supplier. It guarantees that nothing granted or transmitted is in breach of the law and/or in violation of competition, trademark, intellectual or moral property rights, publication rights and, in general, it complies with the law regulating copyright and intellectual and industrial property. It guarantees that the entire content of the material granted or transmitted is lawfully held and does not infringe any rights or interests of third parties.

11.2 The Principal undertakes to indemnify the Supplier against any claims by third parties. The Principal shall at all times indemnify the Supplier against any and all claims by the owners or licensees of patents, trademarks, licences, designs, models and other intellectual property used for the contract performances herein.

Art. 12 Copyright and ownership of original material - Use of name and trademark.

12.1 The Principal acquires the economic exploitation rights of the work performed by the Supplier within the limits and for the purposes of the signed contract, with express prohibition to change its technical and/or aesthetic characteristics, unless the Supplier so authorises in writing.

The Supplier retains ownership of the paternity of the work created and reserves the right to use it for non-economic purposes, through publication on any medium and/or analogue or digital support (brochures, info-graphics, official website of the Supplier) in order to optimise the corporate image of Inside Group Technology s.r.l. and/or Aiselli Cristian Inside Studio Architettura d'Interni.

12.2 The Supplier reserves the right to indicate its Principals/Customers on its website www.insiderender.it, unless the entitled party expressly refuses its consent.

Art. 13 Processing of company and personal data.

13.1 The Principal's data processing operations will pertain to customer records and the management of the Supplier's projects. Pursuant to Legislative Decree No. 196 of 30 June 2003, as amended, and Regulation (EU) 2016/679, the Principal authorises the Supplier to process its personal and company data in order to implement the tasks assigned to it.

Art. 14 Solicitation of employees.

14.1 The Principal undertakes not to collaborate directly or indirectly with and/or to recruit the Supplier's personnel in any capacity for 3 years following the signing date of this contract.

Art. 15 Court of exclusive jurisdiction.

15.1 Any disputes relating to these general terms and conditions and to the particular contracts, concerning the interpretation, validity, implementation, termination, nullity or annulment thereof, shall be submitted to the exclusive jurisdiction of the Court of Mantua, as both contracting parties wish to waive the jurisdiction of the designated Court and of other alternative courts provided for by law.

Art. 16 Knowledge and Acceptance of the Clauses.

16.1 The Principal confirms and acknowledges that all the terms and conditions of this contract have been specifically negotiated. The Principal also declares to have received a copy hereof at the time of signing.

16.2 The invalidity and/or nullity of one or more clauses of these conditions or of the particular contract shall not entail the invalidity of the other clauses; the Parties undertake to replace any invalid clauses with other clauses that, as far as possible, reflect the parties' original contractual intent.

Place and date

Principal's Stamp and Signature

The Principal declares to have read and fully understood the above general terms and conditions and declares, pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, to specifically approve the following clauses:

Art. 2.2 Prohibition on assigning the contract.

Art. 5 Payment in advance.

Art. 8 Waiver of objections - The *solve et repete* estoppel clause.

Art. 9.1 Suspension of performance even for minor non-performance.

Art. 9.2 Termination clause - Limitation of liability.

Art. 9.3 Prohibition of withdrawal at will - Exclusion of unilateral withdrawal by the Principal.

Art. 10 Contractual penalty clause.

Art. 11.2 Indemnification.

Art. 14 Solicitation of employees.

Art. 15 Court of exclusive jurisdiction.

Place and date

Principal's Stamp and Signature