

This Agreement, dated _____ [**date**], is made and entered into between:

- (1) **EXPO 2015 S.p.A.**, an Italian company with registered office at Via Rovello 2, Milano, share capital Euro 10.120.000,00, tax registration number and VAT number 06398130960 ("**Expo**")
- (2) _____, a _____ company with registered office at _____, share capital Euro _____, tax registration number and VAT number _____ ("**Authorised Reseller**").

WHEREAS

- (A) The Bureau International des Expositions ("**BIE**") has selected Milan, Italy, as the host city for the 2015 Universal Exposition (hereinafter, "**Exposition**"), themed "*Feeding the planet, energy for life*" (the "**Theme**"), and has appointed Expo with the exclusive responsibility to organise, host and conduct the Exposition;
- (B) The Exposition will have a limited time duration and visitors capacity limitations due to access flow and security. As a consequence, the number of Tickets available for visitors will be limited. Expo is therefore interested in choosing the best and most efficient ticket resellers, in order to ensure the success of the Exposition;
- (C) Expo wishes for Tickets (as defined below) to be sold by experienced professional ticket resellers for the admission of visitors to the Exposition;
- (D) The Authorised Reseller is willing to be granted by Expo the right to promote, sell and distribute the Tickets in accordance with the terms and conditions of this Agreement (as defined below);

In consideration of the mutual promises contained in this Agreement and subject to the following terms and provisions, the Parties hereby agree as follows:

1. DEFINITIONS

Unless the context requires otherwise, when used in this Agreement with an initial capital letter, the following terms shall have the following meanings:

"**Agreement**" means this agreement inclusive of all its Exhibits.

"**Authorised Reseller**" means the entity, as indicated in the headings of this Agreement, appointed in accordance with this Agreement to promote, sell and distribute Tickets.

“Authorised Reseller Mark and Designation” means the designation and mark/emblem/logo approved by Expo for use by the Authorised Reseller pursuant to Clause 17.1 and as further specified in **Exhibit B.1**.

“B2B Platform” means the secure extranet network through which the Authorised Reseller will collect the Tickets. Expo shall provide the Authorised Reseller with a username and password as soon as reasonably practicable. The B2B Platform will also be used to provide information to the Authorised Reseller.

“B2C Platform” means the secure extranet network through which the Public will collect the Tickets purchased on the Expo Website.

“B2C Sales Start Date” means the date from which the Public shall be entitled to purchase Tickets on the Expo Website through the B2C Platform, being within the period between February 2014 and May 2014.

“B2B Sales Start Date” means the date from which the B2B Platform will start operating, being within the period between February 2014 and September 2014. The exact date of the B2B Sales Start Date will be communicated by Expo to the Authorised Reseller with 30 days prior written notice.

“BIE” means *the* Bureau International des Expositions.

“BIE Convention” means the convention signed at Paris on the 22nd of November 1928 relating to international exhibitions (as amended from time to time).

“Calendar Ticket” means a Ticket which entitles the holder to admission to the Exposition on a particular date. The Calendar Ticket is not subject to the Redeem process. The Ticket Holder of a Calendar Ticket is not entitled to change the date indicated on the relevant Ticket when he/she is entitled to attend the Exposition. Should the Ticket Holder not utilise the Calendar Ticket on the relevant date, he/she will be entitled to no reimbursement nor to utilise the Calendar Ticket on a different date, even if the failure to utilise the Calendar Ticket is caused by any event beyond the Ticket Holder’s control.

“Clause” means each clause of this Agreement.

“Confidential Information” means information in any medium (whether oral, written, stored electronically or magnetically or otherwise in machine-readable form) relating to the affairs and operations of a Party to this Agreement (including the parties with whom it deals, the terms of this Agreement and any of a Party’s intellectual property) or connected with the Exposition, that the other Parties are informed or should reasonably expect is confidential or of a commercially sensitive nature, however it does not include information that is in or comes into the public domain other than by disclosure by a party (even a third party) who receives Confidential Information in breach of this Agreement.

“Consideration” means the consideration paid by Expo to the Authorised Reseller in accordance with Clause 14.

“Dispute” means any dispute, controversy or claim arising out of or in connection with this Agreement, including any questions regarding their creation, validity or termination, or the legal relationships established by them, or any non-contractual obligations arising out of it.

“Expo” means EXPO 2015 S.p.A.

“Expo Website” means the Expo’s e-commerce official website where the Public may buy Tickets directly from Expo.

“Expo 2015 Tickets - Authorised Reseller Guide” has the meaning set out in Clause 9.3.

“Exposition” has the meaning set out in Whereas A.

“Face Amount” means the face amount indicated as price of the Ticket on the Ticket itself as approved by the SIAE.

“Free Tickets” means those Tickets which may be used (i) by children until the age of 4 (four) (for the avoidance of doubt, the child shall be entitled to use the relevant Free Tickets if, on the date of the visit to the Exposition he/she is less than 4 years old), (ii) by those who assist disabled people (maximum one person for each disabled person) or (iii) by any other specific category of people as from time to time identified by Expo, granting access to the Exposition free of charge.

“General Terms and Conditions” means the Whereas and the Clauses from 1 to 34 of this Agreement.

“Initial Ticket Price List” has the meaning set out in Clause 10.2.

“Interest” means interest accrued at the 3 (three) month EURIBOR rate, as published on the Sole 24 Ore or other leading Italian Financial newspaper the day in which the payment was due under this Agreement, marked up by 3% (three per cent).

“Minimum Sales Target” has the meaning set out in Clause 8.4 and Exhibit A.

“Open Date Tickets” means Tickets for which the date when the Ticket Holder will attend the Exposition has not been identified yet.

“Partners and Sponsors” means those entities which entered into a sponsorship or partnership agreement with Expo.

“Party” means a party to this Agreement.

“Personal Information” means any information relating to an identified or identifiable individual processed by the Authorised Reseller as a result of the sale and distribution of the Tickets pursuant to this Agreement.

“Processing” means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

“Products” means the products provided and marketed by the Authorised Reseller in conjunction with the sale of a Ticket.

“Public” means private individuals who acquire Tickets for the purpose of personal use.

“Redeem Process” means the process as described in the Ticket Terms and Conditions which allows (and which must be fulfilled by) the Ticket Reseller or the Ticket Holder of an Open Date Ticket to indicate the date when the relevant Ticket Holder will attend the Exposition. In order to better clarify the above, redemption of an Open Date Ticket

converts such Ticket from use on any day but subject to visitors' capacity of the Exposition to use on a specific date, when the relevant Ticket Holder will be granted access to the Exposition. The Redeem Process will be better described in the Expo 2015 Tickets - Authorised Reseller Guide. Expo will communicate to the Authorised Reseller the date when Redeem Process will be made available on the B2B Platform.

"Sales, Marketing and Servicing Forecast" has the meaning given in Clause 7.4.

"Services" means the services provided and marketed by the Authorised Reseller in conjunction with the sale of a Ticket, such as, without limitation, transportation or accommodation during the Exposition.

"SIAE" means *Società Italiana degli Autori ed Editori*. SIAE is the Italian governmental body that oversees ticketing related laws, regulations, fiscal policy and procedures.

"Stand-alone Ticket" means a single Ticket, sold with no Services or Products.

"Sub-Distributor" means any authorised subcontractor (whose name is included in **Exhibit C**, or as otherwise approved by Expo) appointed by the Authorised Reseller in accordance with Clause 22.1 to sell and distribute Tickets.

"Sub-Distributor Mark and Designation" means the designation and mark/emblem/logo approved by Expo for use by the Authorised Reseller pursuant to Clause 22.4 and as further specified in **Exhibit B.2**.

"Term" has the meaning indicated in Clause 21.1.

"Theme" has the meaning set out in Whereas A.

"Ticket" means a document the presentation of which entitles the holder to admission to the Exposition, which may be in electronic form, computer generated form, or it may be a conventional, printed ticket of admission. If the Ticket is an Open Date Ticket, in order to entitle the Ticket Holder to admission, it must be redeemed in accordance with the Redeem Process.

"Ticket Categories" shall mean the categories and types of Tickets indicated in **Exhibit D** which may be purchased by the Public through the Authorised Reseller.

"Ticket Holder" means the purchaser of the Ticket and/or anyone who shows the Ticket to enter the Exposition or exercises any other right set out in these Conditions.

"Ticket Terms and Conditions" means the terms and conditions (set forth in **Exhibit D**) of the contract for the sale of each Ticket to be entered into between the Ticket Holder and Expo and to be printed on each Ticket in relation to the sale of the Ticket.

2. THE BIE CONVENTION AND THE OVERRIDING PRINCIPLE

All terms and conditions of this Agreement shall be subject to the BIE Convention and in case of any discrepancy the provisions of the BIE Convention shall take precedence. The Parties agree to abide by any and all requirements thereof which are applicable to them.

3. AUTHORISATION TO SELL TICKETS

- 3.1 Expo hereby authorises and appoints the Authorised Reseller to promote, sell and distribute the Tickets to the Public in accordance with the terms and conditions of this Agreement.
- 3.2 The Authorised Reseller acknowledges that it has read this Agreement and the Exhibits attached and agrees to be bound by and strictly adhere to the terms and conditions of this Agreement and its Exhibits.
- 3.3 The Authorised Reseller acknowledges that there are several types of authorised resellers. **Exhibit A** sets forth the specific terms and conditions which govern, together with all the other provisions of this Agreement, the relationship between Expo and the Authorised Reseller.

4. NO EXCLUSIVITY - NO TERRITORIAL LIMITATIONS – INTERNET SALES

- 4.1 **No exclusivity.** The Authorised Reseller acknowledges that the rights granted by Expo under this Agreement are non-exclusive and therefore Expo is entitled to sell the Tickets directly through the Expo Website or any other means, and to enter into any agreement with any other third party for the promotion, sale and distribution of the Tickets.
- 4.2 **No territorial limitation.** The Authorised Reseller is entitled to sell the Tickets in any territory of the world without any limitation, provided that the sale of the Tickets complies with the applicable laws and regulations of the Countries where the Tickets are promoted, sold or distributed. In this respect, Expo shall not be liable for any promotion, sale or distribution of Tickets carried out by the Authorised Reseller which breaches such applicable laws and regulations.
- 4.3 **Internet sales.** The Authorised Reseller may sell the Tickets over the Internet, within the limits set forth in this Agreement.

5. COMPLIANCE WITH LAWS – PRINCIPLES GOVERNING THE AUTHORISED RESELLER BEHAVIOUR

- 5.1 The Authorised Reseller shall comply with all laws and regulations in effect in connection with the performance of its duties under this Agreement; and
- 5.2 In particular, the Authorised Reseller shall:
 - (a) promote the BIE principles and the Theme at all times;
 - (b) sell and distribute Tickets in a transparent, open and fair manner;
 - (c) respect the exclusivity rights of Expo's Partners and Sponsors and their visibility rights connected to the sponsorship agreements;
 - (d) use their best efforts in order to avoid and combat any ambush marketing that could affect the rights of Expo, Expo's Partners or Sponsors;
 - (e) provide the highest quality service to ensure the best possible experience to all customers attending the Exposition;
 - (f) be accountable for every Ticket it purchases and resells;

- (g) use their best efforts in order to promote and maximise the sales of Tickets in accordance with this Agreement.
- 5.3 Failure to comply with the terms of this Clause 5 may result in the termination of the Agreement by Expo, in accordance with Clause 21 of this Agreement.
- 6. TRANSITIONAL PERIOD - PRE-BOOKING**
- 6.1 **Date of Ticket sales launch.** Ticket sales to the Public on Expo Website will start on B2C Sales Start Date. Ticket sales by the Authorised Reseller will start on the B2B Sales Start Date, when the B2B Platform will start being operative and the Authorised Reseller will be able to collect the Tickets for re-sale. The Authorised Reseller acknowledges that the B2C Platform may start being operative before the B2B Platform and, therefore, if this will be the case, the B2B Sales Start Date will fall *after* the B2C Sales Start Date. The Authorised Reseller acknowledges that there shall be no restrictions to Expo's sales to the Public, for the period during which the B2C Platform will be the only operative Platform for sale of the Tickets.
- 6.2 **Pre- B2B Sales Start Date period.** During the period between the execution of this Agreement and the B2B Sales Start Date, the Authorised Resellers may:
- (a) carry out promotional and other activities (in accordance with Exhibit A) in connection with the distribution of the Tickets;
 - (b) reserve the Tickets in accordance with Clause 6.3 below
- 6.3 **Reservation Process.** The Authorised Reseller may require Expo to reserve Tickets. For this purpose, it shall notify Expo in writing of its intention, indicating the Ticket Category required, the quantities and, in case of Calendar Tickets, the relevant dates of the Calendar Tickets. Expo will confirm that the Tickets have been reserved by giving written notice to the Authorised Reseller. Expo's confirmation in accordance with this Clause 6.3 is given at Expo's sole discretion, in particular with regard to quantities and dates of Calendar Tickets. Once confirmed by Expo, the Authorised Reseller will be entitled to order the Tickets in accordance with Clause 6.6 below.
- 6.4 **Requests for Changes to the pre-booked reservation.** The Authorised Reseller may amend its pre-booking order before the B2B Sales Start Date no later than one month prior to the B2B Sales Start Date.
- 6.5 **Term.** The provision of this Clause 6 will apply until the B2B Sales Start Date only. After such date, the Authorised Reseller will not anymore be entitled to reserve Tickets according to this Clause 6.
- 6.6 **Purchase of the reserved Tickets.** Within 2 weeks after the B2B Sales Start Date, the Authorised Reseller may place an order in accordance with Clause 9. Should the Authorised Reseller fail to order the Tickets reserved in accordance with Clause 6.3 above within such term, Expo may at its sole discretion cancel the reservation, without any notice to the Authorised Reseller. The Authorised Reseller shall pay the price for the Tickets reserved in accordance with this Clause 6 upon issuance of the order in accordance with this Clause 6.6. Expo shall not be held liable *vis-à-vis* any third parties for failure by the Authorised Reseller to deliver the Tickets reserved by the Authorised Reseller in accordance with Clause 6.3 above.

7. GENERAL DUTIES OF THE AUTHORISED RESELLER

- 7.1 **Exclusivity.** The Authorised Reseller shall not acquire Tickets from any source other than through Expo.
- 7.2 **No re-sale.** It is understood and agreed that the Authorised Reseller shall not sell to third parties for the purpose of resale of the Tickets by such third party (except by the Authorised Reseller to Sub-Distributors as per Clause 22) and the promotion of any third party or of any Product or Service in connection with the sale of Tickets is expressly prohibited, unless agreed with Expo in accordance with the Agreement.
- 7.3 **Sub-distributors.** The Authorised Reseller shall procure compliance of the Sub-Distributors (if any) with the terms and conditions of this Agreement and shall be liable to Expo for any breach by the Sub-Distributor of the terms and conditions of this Agreement in accordance with Clause 22.3.
- 7.4 **Sales, Marketing and Servicing Forecast.** The Authorised Reseller shall use its best efforts to promote sales of Tickets. Without limiting the foregoing, the Authorised Reseller may be required to complete Sales, Marketing and Servicing Forecast (format to be provided by Expo to the Authorised Reseller). The Sales, Marketing and Servicing Forecast will require the Authorised Reseller to provide information to Expo in the following areas (without limiting Expo's right to amend the list inserting additional information):
- (a) information regarding the market where the Authorised Reseller intends to promote and sell the Tickets;
 - (b) an estimate of the number of Tickets which the Authorised Reseller expects to distribute (including Ticket Categories);
 - (c) profile of products and services packages offered;
 - (d) activities and investments in marketing and communication;
 - (e) the methods and process to be made available by the Authorised Reseller through which Public will be able to purchase Tickets and the process of Ticket delivery to the Ticket Holders
 - (f) any other information which Expo may reasonably require in connection with this Agreement.

The Sales, Marketing and Servicing Forecast shall be completed and returned within 30 days after the form has been delivered by Expo to the Authorised Reseller.

Periodically, with a frequency of approximately every 6 months, Expo will require an update to the Sales, Marketing and Servicing Forecast. The Authorised Reseller shall provide such update within 14 days from Expo's request.

- 7.5 **Financial assurances.** Upon Expo's reasonable written request, the Authorised Reseller shall promptly provide assurances of its ability to meet its financial commitments pursuant to this Agreement. Expo reserves the right to require guarantees, letters of credit or other assurances of the Authorised Reseller's ability to perform its obligations under this Agreement.

- 7.6 **Sales information and periodic reports.** The Authorised Reseller shall make available to Expo from time to time current information on sales and management of Tickets and shall further, upon Expo's request, provide full and detailed sales report in accordance with the format which will be provided by Expo to the Authorised Reseller.
- 7.7 **General Questions.** The Authorised Reseller also agrees to respond to any questions Expo may have about Ticket sales, trends, marketing activities and any other relevant issues. Reports and answers to such questions shall be due and delivered within 10 (ten) days of the request having been made by Expo, or within such other period of time as Expo may reasonably direct. The Authorised Reseller warrants the accuracy of the information provided to Expo.
- 7.8 **Anti-counterfeiting measures.** The Authorised Reseller shall take all preventive and/or corrective (as the case may be) measures (i) reasonably necessary, and (ii) as reasonably required by Expo, against any person or entity that counterfeits or attempts to counterfeit Tickets and shall provide all assistance reasonably requested by Expo in connection therewith. For the avoidance of doubt, no such legal action shall be taken by an Authorised Reseller without the prior written approval of Expo. Expo shall reimburse to the Authorised Reseller the costs of taking such preventive measures only if such costs have been approved in advance in writing by Expo.
- 7.9 **Illicit activity.** Authorised Reseller shall provide all necessary assistance to Expo to prevent unauthorised promotion or sale of Tickets, including by non-authorised third parties. For the purpose of taking such actions, the Parties shall cooperate in order to determine the best way to fight against such unauthorised promotions and sales, which could include taking all necessary measures as reasonable required also by Expo, to cooperate in order to prevent and stop unauthorised sale of Tickets.
- 7.10 **Notice to Expo of illicit activity.** The Authorised Reseller shall monitor for, and promptly upon having knowledge thereof, notify Expo in writing of the occurrence of any of following: (a) any circumstance described in Clause 7.9 relating to counterfeiting of Tickets, (b) any circumstance described in Clause 7.10 relating to unauthorised promotion or sale of Tickets;
- 7.11 **Notice of legal proceedings.** The Authorised Reseller shall notify Expo in writing of the occurrence of any threat of any legal or arbitration proceedings against the Authorised Reseller relating to this Agreement.
- 7.12 **Expo 2015 Tickets - Authorised Reseller Guide requirements.** When selling Tickets, the Authorised Reseller agrees and undertakes to comply with the Expo 2015 Tickets - Authorised Reseller Guide which will be provided by Expo in electronic format before the B2B Sales Start Date and any such breach will be deemed to be a material breach of this Agreement. The framework of the Expo 2015 Tickets - Authorised Reseller Guide is the following:
- (a) policies and procedures for ticket purchase, payment, commission billing, etc.;
 - (b) sales channel activation process;
 - (c) B2B platform technical set-up, configuration and use;
 - (d) e-Ticket configuration and customisation;
 - (e) support information and contacts.

8. SPECIFIC DUTIES OF THE AUTHORISED RESELLER AND SUB-DISTRIBUTOR(S)

8.1 **Minimum Requirements.** The Authorised Reseller represents and warrants that it meets the following minimum requirements:

- (a) *Financial requirements.* Authorised Resellers and Sub-Distributors must provide proof, upon Expo's reasonable request, of their respective financial and corporate standing (eg. previously audited Financial Statement, Banker's Letter of Reference, evidence of incorporation, identification and qualifications of key personnel, etc.) to the effect that they are respectively able to make the necessary advance commitments for the purchase and administration of Tickets and associated services from Expo.
- (b) *Technological requirements.* Authorised Resellers and Sub-Distributors must be capable of communicating with Expo's Ticketing Department over the Internet using a current industry standard and market dominant browser to enable efficient use of the B2B Platform. Where an Authorised Reseller or Sub-Distributor is unable to comply with minimum technological requirements, that Authorised Reseller or Distributor, or Sub-Distributor must contact Expo's representatives as soon as is practicable to determine an alternate and mutually convenient means to communicate ticket orders and related ticketing business.

8.2 **Sub-Distributors.** The Authorised Reseller shall not appoint any assistant or subsidiary distributors or otherwise assign, delegate or dispose of any of its rights or obligations under this Agreement, except as expressly provided for in Clause 22.1.

8.3 **Notice of change of ownership.** The Authorised Reseller shall, promptly upon having knowledge thereof, notify Expo in writing of the occurrence of any event described in Clause 21.3 relating to changes in ownership of the Authorised Reseller or of the occurrence of any event which may undermine the Authorised Reseller's ability to fulfil its obligations under this Agreement.

8.4 **Minimum Sales Target.** The Authorised Reseller expressly acknowledges (i) that Expo will incur costs and expenses in order to create an account dedicated to the Authorised Reseller and manage all the activities necessary in order for the Authorised Reseller to operate on the B2B Platform; (ii) the content of Whereas (B) and (C) of this General Terms and Conditions. In light of the above, the Authorised Reseller undertakes to comply with the provisions on Minimum Sales Target as set forth in Exhibit A.

8.5 **Guarantee.** The Authorised Reseller shall deliver to Expo a guarantee to secure the Authorised Reseller's obligations arising from Clauses 8.4 above in the form agreed in Exhibit A.

9. TICKET SALES BY EXPO TO THE AUTHORISED RESELLER

9.1 **Order and confirmation of Tickets.** The Authorised Reseller shall place orders for Tickets with Expo in accordance with the following:

- (a) from the B2B Sales Start Date and until the end date of the Exposition, Expo shall provide the Authorised Reseller with access to the B2B Platform to request and obtain issuance of the Tickets in real-time at the prices in effect at the time when the relevant order is placed;

- (b) confirmation of availability of Tickets by Expo will be given immediately through the B2B Platform. The quota of available Open Date Tickets and Calendar Tickets to the Authorised Reseller shall be at the sole discretion of Expo. In particular Expo reserves the right to establish, in its sole discretion, a maximum number of Calendar Tickets for days where remaining capacity is such that Expo, at its sole discretion, may decide not to issue further Calendar Tickets for that specific date;
 - (c) where the Authorised Reseller is in a country in which the telecommunications infrastructure or national legislation does not allow Expo to utilise the Ticket ordering mechanism provided by the B2B Platform described in (a) above, Expo will use its best efforts to provide an alternative way to submit a Ticket request. For the avoidance of doubt, the arrangement by Expo of such an alternative mechanism is an exception that will only be made in the limited situations identified in this Clause (b) and may imply additional costs for the Authorised Reseller;
 - (d) the Authorised Reseller shall order the Tickets in accordance with the process set forth in the Expo 2015 Tickets - Authorised Reseller Guide.
- 9.2 **No right to return unsold Tickets.** The Authorised Reseller will not be refunded any monies paid for the Tickets, once the Tickets have been ordered and received.
- 9.3 **Expo 2015 Tickets - Authorised Reseller Guide.** At least 30 days before the B2B Platform will start being operative, Expo will provide the Authorised Reseller with access to an electronic guide (which may be updated by Expo from time to time) which will specify rules, procedures and protocols in relation to the sale of Tickets and to the access to and use of the B2B Platform ("**Expo 2015 Tickets - Authorised Reseller Guide**").

10. TYPES AND PRICES OF THE TICKETS

- 10.1 All prices in this Agreement are stated in Euro.
- 10.2 The Authorised Reseller acknowledges that there are several categories of Tickets available (see **Exhibit E** attached – Ticket Categories) to be sold to the Public. The Ticket categories and the initial prices ("**Initial Ticket Price List**") of the Tickets are listed in **Exhibit E** herewith attached.
- 10.3 The price charged by the Authorised Reseller for Tickets to the Public shall be stated in Euro and shall be the Face Amount of the Tickets, except if expressly authorised by Expo in accordance with this Agreement. Even if the Ticket is sold or marketed together with Services or Products, Tickets shall bear their Face Amount as applicable at the time of the issuance.
- 10.4 Expo shall have the right to modify the prices of each category of Tickets inserted in the Initial Ticket Price List and to add new categories of Tickets. Modified prices will in all cases not exceed the maximum Ticket price as resulting from the Initial Ticket Price List and will not vary more than 15 % (fifteen per cent) from the prices provided in the Initial Ticket Prices. The Authorised Reseller acknowledges that Expo shall have the right to vary in accordance with this Clause 10.4, at Expo's sole discretion, at any time, the prices of the Tickets as indicated in the Initial Ticket Price List and to add new categories of Tickets. Expo shall notify in writing the Authorised Reseller of its intention to modify the prices of the Tickets

or to add new categories of Tickets by giving written notice at least 3 (three) days prior to such modification.

- 10.5 The Authorised Reseller acknowledges that the right by Expo to modify the Ticket prices and to add new categories of Tickets has been taken into consideration and will be considered by the Authorised Reseller in the performance of its activities under this Agreement and, therefore, the Authorised Reseller shall not be entitled to any remuneration or indemnification as a consequence of Expo's decision to modify the prices of the Tickets or to add new categories of Tickets, even if resulting in a loss of expected profits for the Authorised Reseller. Furthermore, the Authorised Reseller shall not be entitled, in case of Expo's decision to modify the prices of the Tickets or to add new categories, to withdraw from this Agreement.
- 10.6 The Authorised Reseller acknowledges that (i) Expo will sell Tickets to the Public through its Website, directly at the Exposition site and through any other channel chosen by Expo for distribution of the Tickets; (ii) specific categories of Tickets will be sold exclusively by Expo to the Public and no other authorised resellers will be entitled to sell such Tickets; (iii) other authorized reseller may be entitled to sell special categories of Tickets to which the Authorised Reseller is not entitled to; (iv) other authorised resellers may enjoy more favourable terms and conditions for the sale of the Tickets; (v) Expo is entitled to incentivize, at its sole discretion the sale of Tickets in specific market sectors.
- 10.7 The Authorised Reseller acknowledges the confidential nature of the Initial Ticket Price List and the importance for Expo to keep such information confidential until the earlier between (i) B2C Sales Start Date (ii) the date in which Expo will make a press announcement on Tickets prices. The prices of the Tickets may be revealed to the Public and to any other third parties only thereafter.
- 10.8 The Authorised Reseller shall, when requested, issue Free Tickets in favour of the Public. The Free Tickets:
- (i) shall not entitle the Authorised Reseller to receive any remuneration;
 - (ii) shall not be included in the calculation of minimum guaranteed amounts nor in Sales, Marketing and Services Forecasts.

11. PAYMENT TO EXPO FOR TICKETS ALLOCATED TO THE AUTHORISED RESELLER

- 11.1 Expo shall submit a request for payment or invoice to the Authorised Reseller for payment of amounts owed in accordance with the provisions of previous Clause 10.2 and with **Exhibit A**, to which the Authorised Reseller is a Party. Terms of payment are also indicated in **Exhibit A**. Should payment by the Authorised Reseller not be simultaneous with the issuance of the order for the Tickets with the B2B Platform, Expo may require the Authorised Reseller to provide an adequate guarantee (in the form of a letter of credit or an on demand unconditional bank guarantee or other form as agreed according to this Agreement) of the payment, in accordance with **Exhibit A**.
- 11.2 Payment shall be made in Euro in immediate available funds by electronic transfer on the due date for payment. Receipt of the amount due shall be an effective discharge of the relevant payment obligations.

- 11.3 All above payments shall be made into the Expo bank account identified for that purpose in the Expo 2015 Tickets - Authorised Reseller Guide or to such other account as Expo may from time to time direct in writing.
- 11.4 If the Authorised Reseller does not submit complete payments by the payment deadlines set forth above
- (a) the Authorised Reseller shall be no longer entitled to purchase any additional Tickets and shall pay the Interest on the sum due, calculated from (but excluding) the due date to (and including) the date of actual payment;
 - (b) Expo shall be entitled to terminate this Agreement pursuant to the provisions of Clause 21.3(a) and pursue such other legal remedies as may be open to it;
 - (c) Expo shall be entitled to revoke any Ticket already issued but not paid or for which no guarantee has been provided to secure the payment.
- 11.5 All applicable taxes, duties or withholdings (if any) in respect of Tickets purchased by the Authorised Reseller from Expo and all other applicable charges related must be paid in accordance with this Clause 11.

12. DISTRIBUTION OF TICKETS BY EXPO

- 12.1 The Authorised Reseller shall receive the Tickets ordered from the B2B Platform in accordance with the Expo 2015 Tickets - Authorised Reseller Guide and in accordance with **Exhibit A**. All Tickets must be paid for and collected in accordance with the terms of this Agreement.
- 12.2 Expo shall be entitled to charge a reasonable fee in respect of any special request made by the Authorised Reseller which entails additional resources be deployed by Expo including, without limitation, requests for the reissuance of tickets, print customisation and/or additional training or systems support over and above the standard provided for all Authorised Resellers. Fees will be communicated by Expo upon Authorised Reseller's request.

13. REDEEM PROCESS

- 13.1 The Authorised Reseller acknowledges that Open Date Tickets shall be redeemed pursuant to the Redeem Process in order for the Ticket Holder to be granted the right to be admitted to the Exposition.
- 13.2 Specific conditions for the Redeem Process of Open Date Tickets are set forth in **Exhibit A**. The Authorised Reseller acknowledges that, due to capacity limitations for access flow and security, the Open Date Tickets may not entitle the Ticket Holder to be admitted to the Exposition on a specific date, unless duly redeemed in accordance with the Redeem Process.
- 13.3 The Authorised Reseller undertakes to inform the Ticket purchaser of an Open Ticket about the Redeem Process and its implications, as also set forth also in the Ticket Terms and Conditions.

14. AUTHORISED RESELLER REMUNERATION

- 14.1 **Consideration.** Except if otherwise provided for by this Agreement, the Authorised Reseller shall be entitled to receive a commission on the sales of the Tickets calculated on the basis of the Face Amount of the Tickets as indicated in **Exhibit A ("Consideration")**. Expo will not reimburse any costs or expenses incurred by the Authorised Reseller in the performance of its obligations in accordance with this Agreement which exceed the agreed Consideration.
- 14.2 **Invoicing.** The Authorised Reseller shall issue a request for payment or an invoice to Expo in accordance with the terms set forth in **Exhibit A**.
- 14.3 **Payment to the Authorised Reseller.** Payments of the Consideration to the Authorised Resellers will be effected in accordance with **Exhibit A**.
- 14.4 **Currency.** Any payment will be effected by Expo in Euro currency.

15. COMPLIANCE - TAXATION – SIAE

- 15.1 The sale of Tickets by Expo to the Authorised Reseller and the technology systems that manage the related processes are fully compliant with all Italian laws and regulations as applicable from time to time, including all determinations, guidelines and decision of SIAE and of the Italian Revenue Agency.
- 15.2 The Authorised Reseller acknowledges the importance of acting in compliance with all applicable Italian laws and regulations and in particular with SIAE regulations, even when Tickets are sold to the Public outside the Italian territory. The Authorised Reseller shall act in a manner which does not affect, deviate or in any way contravene Expo's Tickets sales structure to be fully compliant with the above laws and regulations.
- 15.3 Expo will use its best efforts to inform the Authorised Reseller about any relevant change in the regulatory provisions listed in Clause 15.1 which may affect the rights and obligations of the Parties according to this Agreement. If necessary, the Parties agree to amend the terms and conditions of this Agreement in order to make them compliant with the provisions of Clause 15.1.

16. TICKET SALES TO THE PUBLIC

- 16.1 **Sales to Public.** Provided it has been appointed accordingly as per **Exhibit A** hereof, the Authorised Reseller may sell Tickets to the Public, whether groups or individuals, according to demand and subject to availability having regard to the provisions of **Exhibit A**. The Authorised Reseller may sell Stand-alone Tickets only if expressly authorised in accordance with this Agreement.
- 16.2 **Notice of Re-Sale and Promotion Prohibitions.**
- (a) The Authorised Reseller shall notify each Ticket purchaser that such purchaser or Ticket Holder is expressly prohibited from reselling Tickets (except in case the Ticket purchaser is a Sub-Distributor) or using Tickets to promote any third party or any product or service. The Authorised Reseller shall ensure that the statement, "TICKET PURCHASER AGREES THAT THIS TICKET MAY NOT BE RE-SOLD OR USED TO PROMOTE ANY PERSON, ENTITY, PRODUCT OR SERVICE," or words to a similar effect, are provided in writing to each Ticket purchaser at the

time of purchase or at the latest at the time the relevant Ticket is delivered to the Ticket purchaser.

- (b) Authorised Reseller shall not (i) sell Tickets to any person or entity that the Authorised Reseller has reason to believe will re-sell Tickets or use Tickets for promotional or other commercial purposes, (ii) utilise Tickets in any way in connection with the solicitation of contributions or donations without prior written approval of Expo, or (iii) purchase or in any way attempt to acquire Tickets from any person or entity other than from Expo pursuant to this Agreement. The Authorised Reseller's failure to comply with the rules in this Clause 16.2 (b) shall be a material breach of this Agreement.

16.3 **Internet promotion.** The Authorised Reseller may have an Internet website on which it promotes its status as an Authorised Reseller. All pages of such Authorised Reseller website shall adhere to the Expo Authorised Reseller Marks & Designation Usage Rules set out in **Exhibit B.2** provided by Expo. The Authorised Reseller may not sell the Tickets over the Internet unless as expressly Authorised pursuant to this Agreement.

16.4 **No ambush marketing.** The Authorised Reseller shall notify Ticket purchasers that the prominent display of trademarks, trade names, logos, emblems or other distinctive signs (other than Expo or Expo Partner marks displayed by authorised persons) within the Exposition is prohibited. The Authorised Reseller shall further take any other reasonable steps requested by Expo to prevent such displays.

16.5 **Ticket Terms And Conditions.** The Authorised Reseller shall ensure that the Ticket purchaser and Ticket Holder(s) have acknowledged and agreed to the Ticket Terms and Conditions which include visitors' rules, and the Authorised Reseller shall cooperate with Expo, as reasonably requested by the latter, to promote and ensure compliance with the Ticket Terms and Conditions. The Authorised Reseller may also translate at the Authorised Reseller's cost the Ticket Terms and Conditions and in particular the visitor rules into the official language of the territory where Tickets are sold, provided that it is made clear that the governing language of the Ticket Terms and Conditions is English. The Authorised Reseller acknowledges that the Ticket Terms and Conditions may be unilaterally modified by Expo, in particular for compliance with laws and regulations on people safety.

16.6 **Significant Sales to a Single Ticket Purchaser.** In all cases of the proposed sale of more than 300 Tickets to the same purchaser, the Authorised Reseller shall immediately disclose information about the proposed sale to Expo as required by Expo. Should Expo suspect illicit business or sale by unauthorised sub-distributors, it may prohibit the sale by the Authorised Reseller to such purchaser and therefore the Authorised Reseller shall not thereafter offer for sale to that client any other Tickets.

17. AUTHORISED RESELLER MARK AND DESIGNATION

17.1 **Use of Authorised Reseller Mark and Designation.** Subject to compliance with the terms of the Authorised Reseller Marks & Designation Usage Rules set forth in **Exhibit B.1** and provided by Expo as the same may be amended from time to time by Expo and communicated to the Authorised Reseller, the Authorised Reseller is granted a non-exclusive, royalty free, non-transferable license to use the Authorised Reseller Mark and Designation (as described in Exhibit B.1), for

the sole purpose of promoting and selling the Tickets in accordance with this Agreement.

- 17.2 **Authorised Reseller indemnity.** The Authorised Resellers shall fully and effectively indemnify Expo from and against any and all fines and penalties imposed on it, and any and all claims by, or liability to, any third party, for loss, damage or injury which arises out of any use by the Authorised Resellers of the Authorised Reseller Mark and Designation in breach of the provisions of this Agreement including, but not limited to, reasonable legal fees and costs and other expenses reasonably incurred in connection with any such claim or loss.

18. NO MARKETING OR PROPRIETARY RIGHTS

- 18.1 Except as otherwise set forth in Clause 17.1 above or as otherwise authorised by Expo, the Authorised Reseller has no rights to use any Expo-related mark, emblem, designation, theme, logo or mascot or any designation that implies a partner, licensee, authorised reseller or other sponsorship relationship with Expo, the BIE or in any way connected to the Exposition.
- 18.2 The Authorised Reseller acknowledges that it has only been granted rights with respect to the sale of Tickets and that it has not been granted any marketing, advertising, co-branding or sales promotion rights whatsoever relating to Expo or the Exposition except as provided for by Clause 17.1. For the avoidance of doubt, nothing in this Agreement shall grant or be deemed to grant the Authorised Reseller any marketing, promotion or sponsorship right or any other right of association with Expo, the BIE or the Exposition.

19. CONFIDENTIAL INFORMATION AND PERSONAL INFORMATION

- 19.1 **Protection of Confidential Information.** Each Party acknowledges that all Confidential Information is disclosed by the other Parties in reliance upon the terms of this Agreement, and only for the purposes of enabling them to fulfil their obligations under this Agreement, and that the Confidential Information shall remain the sole and exclusive property of the disclosing Party. Each Party agrees that, during the term and after the termination or expiration of this Agreement, it will: (a) keep the Confidential Information secret and confidential at all times; (b) not use Confidential Information except pursuant to the terms of this Agreement; (c) not disclose any Confidential Information to any party (except to their employees, contractors, agents, professional advisers, and then only on a need-to-know basis), unless required by law or with the prior written approval of the Party that owns such Confidential Information; and (d) notify the owner immediately if they become aware of any unauthorised access to, or use or disclosure of, any Confidential Information of the owner.
- 19.2 **Press announcements.** The Authorised Reseller may make press announcements or releases relating to this Agreement only with the prior written approval of Expo, which shall not be unreasonably withheld or delayed.
- 19.3 **Return of Confidential Information.** At the request of the Party that owns Confidential Information, and, in any event, within a reasonable time after the termination or expiration of this Agreement, the other Parties who are in receipt of such Confidential Information must deliver to the owner all Confidential Information (in any form) and all documentation provided in connection with this Agreement, or at the owner's request, destroy that information and certify in writing to the owner that the information has been destroyed.

19.4 **Personal Information.** The Authorised Reseller acknowledges that it is the sole entity in charge of the Processing of Personal Information (*Titolare del trattamento*) and undertakes to inform any purchaser of the Ticket that no Personal Information will be processed by Expo and therefore Expo will have no obligation regarding Processing of Personal Data vis-à-vis Ticket purchaser and Ticket Holders except for nominal Tickets. Any Processing of Personal Information by the Authorised Reseller shall be independent from Expo, shall be fair, shall in compliance with all laws and regulations of authorities of the relevant jurisdiction, and shall be consistent with the Authorised Reseller's obligations under this Agreement. In particular, the Authorised Reseller (i) shall implement appropriate legal, technical and organisational measures to protect Personal Information against unauthorised disclosure, access or use, or accidental or unauthorised loss, damage or destruction, (ii) shall appropriately inform the person to whom Personal Information refers to about the Processing of his/her Personal Information, according to the Italian data protection laws. In case any Personal Information has to be communicated to Expo, the Authorised Reseller shall obtain any necessary authorisations from the owner of the Personal Information requested by the law. In case of nominal Tickets (such, for instance, full Expo season pass Tickets) Expo will be the entity in charge of the Processing of Personal Information (*Titolare del trattamento*) and the Authorised Reseller will act as "*Responsabile del Trattamento*" (person responsible of Processing of Personal Information).

19.5 **Compliance.** The Authorised Reseller shall, and shall ensure that any employee, agent, independent contractor, or any other person engaged on its behalf in the Processing of Personal Information, shall comply with all relevant data protection laws (hereinafter as the "**Data Protection Laws**"), including without limitation the Italian and EU data protection laws and those applicable in the country or countries where the Personal Information is collected or held. In the event that the Authorised Reseller considers that an instruction given by Expo infringes the Data Protection Laws, or that the Data Protection Laws or a change in the Data Protection Laws is likely to have an adverse effect on their ability to comply with the obligations under this Agreement, the Authorised Reseller shall promptly notify Expo to this effect.

20. INDEMNIFICATION AND INSURANCE

20.1 **Indemnification by the Authorised Reseller.** The Authorised Reseller shall indemnify, defend and hold Expo harmless from any and all fines and penalties and any and all claims by or liability to any third party from loss, damage or injury to persons or property, based on or in any manner arising out of

- (a) any breach by the Authorised Reseller of this Agreement;
- (b) any negligent act or omission or wilful misconduct by the Authorised Reseller or any of their officers, directors, employees, agents, contractors or advisers in relation to this Agreement; and
- (c) any illegal or unauthorised sale by third parties of the Tickets allocated to the Authorised Reseller, where the Authorised Reseller have failed to use best efforts to ensure that there is no such illegal or unauthorised sale.

20.2 **Insurance.** Without limiting any other obligations or liability under this Agreement, the Authorised Reseller shall procure and maintain, at its own cost, at minimum, the following insurance coverage, limits and endorsements: comprehensive General Liability Insurance in the amount of Euro 1,000,000 (one million) which

includes the following coverage: premises and operations, products and completed operations, contractual liability, personal injury and advertising liability as may be applicable to services provided pursuant to this Agreement. All required insurance coverage shall be maintained during the entire term of the Agreement, except for coverage written on a claims-made basis, in which case such coverage shall be maintained during the entire term of the Agreement and further until one (1) year following termination or expiration of the Agreement. The Authorised Reseller, upon Expo's written request within 10 days, shall provide a certificate of insurance completed by its insurance carrier, agent or broker certifying that at least the minimum insurance coverage required above are in effect and specifying whether the liability coverage are written on an occurrence or claims-made basis, and that the coverage may not be cancelled or materially changed without thirty (30) days' advance written notice to Expo.

21. TERM OF AGREEMENT AND TERMINATION

21.1 **Term.** The term of this Agreement shall commence on the date of its execution and expire 6 (six) months after the end date of the Exposition ("**Term**").

21.2 The provisions under Clauses 19, 21.2, 21.4 of this Agreement shall survive termination or expiration of this Agreement and shall continue in force for subsequent 5 years.

21.3 **Right of termination.** Expo may terminate this Agreement with immediate effect pursuant to art. 1456 of the Italian Civil Code by giving written notice to the Authorised Reseller if:

- (a) the Authorised Reseller fails to comply in any material respect with the terms of this Agreement or intentionally fails or refuses to comply with any lawful direction given by Expo and, within five (5) Business Days after written notice from Expo of such failure or refusal, the Authorised Reseller has not promptly corrected such failure or refusal to the reasonable satisfaction of Expo;
- (b) the Authorised Reseller sells Tickets to any person or entity whom the Authorised Reseller knows or has reason to know operates in a secondary market to re-sell Tickets;
- (c) the Authorised Reseller does not submit complete payments by the payment deadlines in accordance with Clause 11;
- (d) the Authorised Reseller materially breaches the Authorised Reseller Marks & Designation Usage Rules and/or any provision set forth in Clauses 17 and 18;
- (e) the Authorised Reseller violates the BIE principles or any of the provisions of Clause 5.3;
- (f) any other additional reason for termination as identified in the Exhibits attached hereto.

21.3**bis** Furthermore, Expo shall be entitled to withdraw from this Agreement with immediate effect by giving written notice to the Authorised Reseller if:

- (g) the Authorised Reseller undergoes a substantial change in shareholder control or ownership or management that, in the reasonable opinion of

Expo, adversely affects the ability of the entity involved to perform its obligations under this Agreement, or is detrimental to Expo;

- (h) the Authorised Reseller enters into any insolvency procedure, including, for the avoidance of any doubt, without limitation, *concordato preventivo*, *accordi di ristrutturazione*, *piani di risanamento* or any equivalent agreement or procedure indicating the inability by the Authorised Ticket Reseller to pay its creditors under any applicable law.

21.4 Effects of Termination. Upon the effective date of termination of this Agreement for whatever reason:

- (a) the right of the Authorised Reseller to sell and distribute the Tickets, and to use the Authorised Reseller Mark and Designation pursuant to Clause 17.1 in connection therewith, shall cease immediately
- (b) Expo may publically communicate that the Authorised Reseller is no longer authorised to sell Tickets;
- (c) Expo, in its option, may retain all amounts paid by Authorised Reseller through such date and stop the issuance of any Ticket;
- (d) Expo may revoke the access to the B2B Platform to the Authorised Reseller. The Authorised Reseller shall have no right to any indemnity or allowance in such event;
- (e) Expo shall be entitled to stop any payment due to the Authorised Reseller and retain the amount to cover the losses incurred by Expo because of the Authorised Reseller's breach;
- (f) any monies and Personal Information collected by the Authorised Reseller (as relevant) in relation to Ticket sales and held by the Authorised Reseller (as relevant) at the date of termination must be transferred to Expo within 10 days of termination of this Agreement, and in any event so that there is no disruption to the Ticket sale process.

Neither Party, by reason of the termination hereof, shall be liable to the other for expenditures related to the performance of this Agreement except as specifically set forth herein, nor for goodwill created in the course of performance hereunder.

22. SUB-DISTRIBUTORS

22.1 Appointment of Sub-Distributors. The Authorised Reseller may appoint Sub-Distributors to assist it in promoting, selling and distributing Tickets. Authorised Reseller may appoint only Sub-Distributors which are part of the same group of companies of the Authorised Reseller and which are listed in **Exhibit C** or have been approved in writing by Expo. Sales of Tickets in conformity with the provisions of this Agreement by any Sub-Distributor that has been approved by Expo shall not be considered to be re-sales of Tickets in violation of this Agreement.

22.2 Effect of Appointment. All provisions of this Agreement shall remain in full force and effect irrespective of any appointment by the Authorised Reseller of Sub-Distributors pursuant to Clause 22.1. The appointment of Sub-Distributors shall not reduce, amend or modify in any respect the Authorised Reseller's obligations to Expo under this Agreement.

22.3 **Authorised Reseller responsibility and indemnity.** The Authorised Reseller is responsible for the action and omissions of Sub-Distributors. Expo shall have no responsibility for communication with or supervision of any Sub-Distributor, and the Authorised Reseller shall indemnify, defend and hold harmless Expo from any and all damage and loss resulting from any Sub-Distributor's failure to comply with the terms and conditions of this Agreement or of agreements entered into with the Authorised Reseller, and from all claims, demands, suits, obligations, liabilities, damages, losses, judgements, costs and expenses (including, without limitation, lawyer fees, court costs and amounts paid in settlement) arising in connection with or related to the performance of duties under this Agreement or such agreements by Sub-Distributors. In addition, if any Sub-Distributor fails to comply with the terms and conditions of this Agreement, Expo reserves the right to require the Authorised Reseller to terminate the relevant Sub-Distributor's right to sell Tickets.

22.4 **Sub-Distributors Mark And Designation usage rules.** Sub-Distributors shall not be entitled to use the Authorised Reseller Mark And Designation, unless expressly authorised by Expo. Sub-Distributors shall be granted a non-exclusive, royalty free, non-transferable license to use the Sub-Distributor Mark and Designation in accordance with the provisions of Exhibit B.2. In case of breaches by the sub-Distributor, Clauses 17.2 and 22.3 shall apply. Should the Sub-Distributor be removed by the list of authorised sub-distributors in accordance with Clause 22.3, it shall immediately cease use of the Sub-Distributors Mark And Designation and the Authorised Reseller shall be liable for any failure by the Sub-Distributor to comply with such provision. Furthermore, Clause 16.3 shall apply accordingly.

23. DISPUTE RESOLUTION PROCEDURE

23.1 The Parties, in case a Dispute arises between them, shall use their best efforts in order to amicably resolve the Dispute.

23.2 Should the Parties fail to resolve the Dispute in accordance with Clause 23.1, the Parties shall defer such Dispute to a mediation attempt managed by the Service of Mediation of the Chamber of Arbitration of Milan.

23.3 If the mediation attempt fails, the Dispute shall be settled by arbitration under the Rules of the Chamber of Arbitration of Milan. The venue of the arbitration shall be Milan, Italy.

23.4 The Arbitral Tribunal shall decide the merits of disputes according to the Laws of Italy.

23.5 The language of the arbitration shall be English.

24. ASSIGNMENT

The Authorised Resellers shall not assign, charge, novate, declare a trust of or otherwise dispose of this Agreement or any part thereof without the prior written approval of Expo, which approval Expo may refuse in its absolute discretion. The Authorised Resellers are entering into this Agreement as principal not agent, and may not enforce any of its rights under or in connection with this Agreement for the benefit of any other person. Any purported assignment in breach of this Clause shall confer no rights on the purported assignee.

25. NOTICES

- 25.1 Any communication or notice required or permitted to be given under this Agreement shall be made in writing and in the English or Italian language by way of either registered mail or telefax, addressed, in each case, to the addresses indicated below (or to such other address as each Party may hereafter provide to the other by written notice as provided herein) and with a copy by e-mail and it shall be deemed to have been duly and validly given: (i) in case of notice sent by registered mail, upon receipt of the same; and (ii) in case of notice sent by telefax, upon acknowledgement of successful and complete transmission by the fax machine of the sender:

(a) To Expo 2015 S.p.a.:

Address: Via Rovello 2, Milano, Italy

Fax: _____

Email: _____

For the attention of: Alexander Child and Piero Galli

(b) to the Authorised Reseller: to the address and attention of the Party notice indicated under Signatures below.

- 25.2 A Party may notify any other Party to this Agreement of a change to its name, relevant addressee, address, e-mail or fax number for the purposes of this Clause, provided that such notice shall be given in accordance with paragraph 1 above.

26. LEGAL RELATIONSHIP

The Authorised Reseller is an independent contractor and shall exercise its rights and perform its duties under this Agreement on its own behalf and at its own risk according to the terms and conditions of this Agreement. Without limiting the foregoing, the Authorised Reseller is not Authorised to: (a) enter into agreements for or on behalf of Expo; (b) create any duty, obligation or responsibility, express or implied, for or on behalf of Expo; (c) accept performance or payment of any obligation due or owed to Expo or (d) bind Expo in any manner whatsoever. The Authorised Reseller shall not list, print or display Expo's name, the Authorised Reseller Mark and Designation or any Expo emblem or logo so as to indicate or imply that there is an employer-employee or principal-agent relationship between Expo and the Authorised Reseller.

27. COSTS AND EXPENSES AND CONTROL OVER PERFORMANCE OF DUTIES

Subject to the Authorised Reseller's compliance with this Agreement and with all applicable laws and regulations of any country or jurisdiction in which the Authorised Reseller offers Tickets for sale, and except as expressly provided otherwise herein, the Authorised Reseller shall have full control over the manner and means of performing its duties under this Agreement and all expenses incurred by the Authorised Reseller in connection with the performance of its duties hereunder shall be borne solely by the Authorised Reseller.

28. SET-OFF – PAYMENT SUSPENSION

28.1 Expo shall be entitled to offset (i) any amount which is unpaid at any time and any amount otherwise due to the Authorised Reseller under this Agreement with any amount due by the Authorised Reseller to Expo under this Agreement.

28.2 The Authorised Reseller is not entitled to off-set any amount due by Expo to the Authorised Reseller with any amount due by the Authorised Reseller to Expo.

29. ENTIRE AGREEMENT

This Agreement (inclusive of the agreements whose agreed forms are attached hereto) is the sole and entire agreement between the Parties governing the subject matter contemplated herein and supersedes all prior verbal and/or written agreements between the Parties concerning this subject matter.

30. AMENDMENT

30.1 The amendments to this Agreement shall be valid and effective if agreed upon by the Parties in writing.

30.2 Unless expressly agreed between the Parties, no amendment shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement that may have already accrued up to the date of the amendment, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so amended.

31. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, *in lieu* of each such illegal, invalid, or unenforceable provision, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable shall be added automatically, as a part of this Agreement.

32. WAIVERS

32.1 No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the Parties.

32.2 Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision.

32.3 No failure or delay by a Party to exercise any of its rights provided by law under or pursuant to this Agreement shall operate as a waiver or variation of it or preclude its exercise at any subsequent time. No single or partial exercise of any such right shall prevent any other or further exercise of that or any other right.

33. LANGUAGE

This Agreement is executed in English.

34. GOVERNING LAW

This Agreement shall be governed by, and interpreted in accordance with the Italian law.

LIST OF THE EXHIBITS:

Exhibit A: Type of Authorised Reseller

Exhibit B.1: Authorised Reseller Marks & Designation Usage Rules

Exhibit B.2: Sub-Distributors Marks & Designation Usage Rules

Exhibit C: Sub-Distributors

Exhibit D: Ticket Terms and Conditions

Exhibit E: Ticket Categories

SIGNATURES

This Agreement is signed by duly Authorised representatives of the Parties.

SIGNED by
for and on behalf of
EXPO 2015 SPA

(print name of Expo legal representative)

(print title of Authorised signatory)

[signature]

SIGNED by
for and on behalf of:

(print name of Authorised Reseller)

(print name and title of Authorised signatory)

[signature]

Authorised Reseller address for notices:

Fax: _____

E-mail: _____

Attention: _____

In accordance with the provisions of articles 1341 and 1342 of the Italian Civil Code, each Party declares to have read and expressly accept the provisions of this Agreement and, in particular, the Authorised Reseller declares to have read, understood and expressly accept the provisions set forth in Clauses 4.3 (Internet sales), 7.1 (Exclusivity), 7.2 (No re-sale), 7.3 (Sub-Distributors), 8.4 (Minimum Sales Target), 10.4, 10.5, 10.6 and 10.7 (Types and prices of the Tickets) 16 (Ticket Sale to the Public), 21.3 (Right of Termination), 21.4 (Effect of Termination), 22.3 (Authorised Reseller responsibility and indemnity), Clause 22.4 (Sub-Distributors Mark And Designation usage rules), 23 (Dispute Resolution), 28 (Set-off – Payment suspension) and 34 (Governing Law).

SIGNED by
for and on behalf of:

(print name of Authorised Reseller)

(print name and title of Authorised signatory)

[signature]