

APPLICATION FORM

SELLER'S DATA

Company Name

VAT No

Tax Code (if any)

Registered Office

Town/City Postcode

Country

Domicile (if different from the Registered Office)

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Town/City Postcode

Country

SELLER'S LEGAL REPRESENTATIVE

Tax Code (if any)

Identity Document (Type. E.g. passport, ID, etc.)

No.

Date of Issue Issued by

Phone and fax

Email address

PECaddress (if any)

Documents to be included:

- Seller's excerpt from the Companies Register or a similar document issued by a competent authority;
- copy of a valid ID document of the Seller's legal representative
- copy of the certificate of assignment of the Seller's tax code or similar document issued by the competent authority, if any.

Recitals:

- a) PB Online Srl has created and manages an e-commerce platform that puts sellers and purchasers in contact for the purpose of carrying out the online purchase and sale of goods and/or services;
- b) In conjunction with the Transaction Platform Access and Use Service, the MarketPlace Subscription Service, and the Sales Service, PB Online Srl also offers a related Logistics Service to interested Sellers;
- c) Sellers intending to have access to the Transaction Platform and join the MarketPlace shall sign this Contract, containing the terms and conditions regulating the Transaction Platform Access and Use Service, the MarketPlace Subscription Service, the Sales Service and, whenever they wish to benefit from the Logistics Service, they must also sign the relevant Addendum to the Contract, containing the terms and conditions of the Logistics Service;
- d) PB Online Srl manages the Transaction Platform, and consequently is not part and will always be not part to the Purchase Contract entered into between the Seller and the Purchaser on the MarketPlace;
- e) The Seller is a person who sells goods and/or services to retail customers acting for the purposes relating to his trade, business, craft or profession and has its registered office in one of the Countries listed in Art.1.1 of Exhibit 9 of this

Contract;

- f) The execution of the Contract by the Seller before the same has received the Welcome Email does not imply the obligation for PB Online Srl to enter into said Contract and/ or to grant the Seller access to the MarketPlace, as the execution of the Contract merely constitutes a request by the Seller to join in the MarketPlace, and PB Online Srl reserves the right to accept or reject said request at its exclusive discretion;
- g) the Contract and the Purchase Contract are governed by Italian law;
- h) all the payment transactions pursuant to the Contract, including those related to the transfer of the Net Balance to Seller's Bank Account, are carried out and may be carried out exclusively in Euros;
- i) The Products Sold are delivered exclusively in Italy, with the exclusion of Livigno, Vatican City and, if the addressee is a legal person, the Republic of San Marino;
- j) the Logistic Service, which the Seller may optionally choose to benefit from, is available only for delivery at the Pick&Pay located in the Italian territory, with the exclusion of Livigno, Vatican City and, if the addressee is a legal person, the Republic of San Marino;
- l) PB Online Srl has been provided with a free of charge licence of the TTP Module as well as the right to sub-license such software.

In consideration of the foregoing, by signing this document, the Seller, as identified in the Application Form before,

Applies to enter into

this Contract, concerning the Seller's access to the

Translational Platform, the Seller's Subscription to the Platform, the Platform Services and the Sales Service and the Sub-Licence, with PB Online Srl - a company with sole quotaholder, having its registered office at Corso Venezia 45 - 20121 Milan (MI), enrolled in the Milan Companies Register under No. 12429590966, VAT No. 12429590966

(PB Online Srl and the Seller, jointly, the "Parties", or each individually the "Party")

This Contract consists of the following sections:

Section A. General Terms and Conditions

Section B. Terms and Conditions of the Transaction Platform Access and Use Service and the MarketPlace Subscription Service

Section C. Terms and Conditions of the Sales Service on the MarketPlace

Section D. Terms and Conditions of the Sub-Licence

The following exhibits are attached to the Contract:

Exhibit 1: MarketPlace Fees

Exhibit 2: SEPA Mandate

Exhibit 3: MarketPlace Terms and Conditions of Sale (with instructions for the completion of Editable Parts)

Exhibit 4: Model Instructions of Withdrawal and Model Withdrawal Form (with instructions for the completion of Editable Parts)

Exhibit 5: Information on the processing of personal data provided to the Customer and Information on the processing of personal data provided to the Seller

Exhibit 6: Transaction Platform Operations Instructions

Exhibit 7: List of Banned Products

Exhibit 8: Terms and Conditions of the Customer Protection Plan

Exhibit 9: List of Eligible Countries

The Exhibits 1 and 2 are made available to the Seller together with the Contract.

The Exhibits 3, 4, 5, 6, 7, 8, and 9 are made available to the Seller on the Website, prior to its request to enter into the Contract, at the following address MarketPlace, the Seller's use of the Transaction

<http://www.eprice.it/marketplace/contratti>

If the Seller intends to benefit from the Logistics Service (optional), the same is required to return, after carefully reading and signing it in every part, the addendum annexed to the Contract, which contains the terms and conditions regulating the Logistics Service ("Addendum"). It is possible to visualize and download the Addendum, prior to the Seller's request to enter into the Contract, at the following Website section: <http://www.eprice.it/marketplace/contratti>

SECTION A – GENERAL TERMS AND CONDITIONS

SECTION A – GENERAL TERMS AND CONDITIONS

A.1 Recitals and Exhibits

A.1.1 The recitals, the exhibits to the Contract, and the Addendum, whenever the Seller has decided to benefit from the Logistics Service, constitute an integral and material part of the Contract.

A.2 Definitions

A.2.1 For the purposes of this Contract (including its recitals, exhibits and the Addendum), the following expressions will have the meaning indicated:

"Subscription" means the fixed amount that the Seller is required to pay to PB Online Srl as a consideration for the Services, as indicated in Exhibit 1 to the Contract.

"Limited Access" means access to the Transaction Platform without the possibility of using the functionalities offered by the same

in connection with the offer and/or sale of the Products (by way of example only, "Create Offer" ("Crea Offerta"), "Create Product" ("Crea Prodotto"), "Orders Received" ("Ricezione ordini"), "Manage Inventory" ("Gestisci inventario"), etc.)

"Purchaser" means a Customer that has purchased a Product from the Seller on the Marketplace.

"Purchase" means the purchase, on the Marketplace, of a Product from the Seller.

"Addendum" means the document containing the terms and conditions of the optional service from which the Seller may determine to benefit, named "Logistics Service", as defined below. Whenever the Seller determines to benefit from the Logistics Service, the Addendum becomes an integral and material part of the Contract.

"EEE" shall bear the meaning given to such term in Legislative Decree No. 49 of 14 March 2014.

"Other Errors" means the provision by the Seller to the Customer and/or the Purchaser, at any time during the relationship with the same, of information on the Product and/or its specific features, sales conditions and/or qualities which is untruthful, false, misleading, inaccurate and/or any omission of information, or the Seller's provision to the Customer and/or the Purchaser with any information that distort or is likely to distort the User's economic behaviour in a significant way, including the lack of conformity of the Product with the relevant description contained in the Catalogue, if any. "Buy Box" means the areas and/or boxes appearing on the Product details page on the Website, and through which the Customers can start the Purchase procedure by adding Products to their basket.

"Sales Channels" means the usual online sales channels used by the Seller, other than the Marketplace.

"Catalogue" means, collectively, all the Products offered for sale on the Marketplace – inclusive of the names, photographs and descriptions of the products – belonging to PB Online Srl, as made available to the Customers on the Website from time to time.

"Charge-back" means the payment cashed by the Seller in connection with a Sale that the holder of the credit card used for the payment rejects through the issuer of such credit card.

"Customer" means the person browsing the Website and to whom the Products are offered.

"Consumer Code" means Legislative Decree No. 206 of 6 September 2005.

"Personal Data Code" means Legislative Decree No. 196 of 30 June 2003 named "Personal Data Protection Code".

"PB Online Srl Commissions" means the Subscription and the PB Online Srl Marketplace Fees due by the Seller to PB Online Srl in the relevant Reference Period.

"Contract Termination Notice" means the registered letter containing the communication of withdrawal from the Contract or termination of the same, as the case may be, and indicating the Contract Termination Date and, in the event of PB Online Srl's withdrawal under Art. 3.2 of the Contract, or of termination under Art. A.4 of the Contract, the date of beginning of the Limited Access Period.

"MarketPlace Terms and Conditions of Sales" or **"MarketPlace T&CS"** means the terms and conditions of sale, governed by Italian law, that apply to the Purchases and Sales on Marketplace, annexed hereto as Exhibit 3, which the Seller undertakes to observe in its relationship with the Customer and/or Purchaser, and to complete in the Editable Parts, in accordance with the Applicable Laws and the Contract.

"Seller's Terms and Conditions of Sale" or "Seller's

T&CS" means the Marketplace T&CS duly completed by the Seller in their Editable Parts that the Seller undertakes to (i) observe; (ii) make available to the Customer in Italian language before the Customer is bound by the Purchase Contract; and (iii) provide to the Purchaser in Italian language on a durable medium after the conclusion of said contract, in accordance with the provisions set forth by the Applicable Laws and the Contract.

"Seller's Bank Account" means the bank account where the Seller, pursuant to the contract in place with the PSP, instructs the PSP to transfer the Net Balance.

"Seller's Payment Account" means the payment account opened with the PSP by the Seller and regulated by the relevant contract entered into by the Seller and the PSP.

"PB Online Srl Payment Account" means the payment account opened with the PSP by PB Online Srl and regulated by the relevant contract entered into by PB Online Srl and the PSP.

"Contract" means this contract, including the title page, the Application Form, the recitals and exhibits, made available to the Seller annexed to the Contract or on the Website at the following address: <http://www.eprice.it/marketplace/contratti>.

"Purchase Contract" means the Purchase contract, governed by Italian law, entered into by the Seller and the Customer through the Marketplace and consisting of the information, including the Mandatory Information and the Legal Documentation made available to the Customer prior to the conclusion of the contract and provided to the Purchaser on a durable medium after the execution of the same but prior to its performance. "Create Offer" ("Crea offerta") means the Transaction Platform function enabling the Seller to create an offer in connection with a Product already included in the Catalogue.

"Create Product" ("Crea prodotto") means the Transaction Platform function enabling the Seller to create an offer in connection with a Product which is not included in the Catalogue.

"Authentication Details" means the username and password chosen by the Seller upon registration with the Transaction Platform, enabling the same to have access to said platform.

"Contract Termination Date" means the day following the end of the Limited Access Period as indicated in the Contract Termination Notice.

"Contract Termination Notice Receipt Date" means the date on which the non-withdrawing Party receives the Contract Termination Notice.

"Settlement Date" means the day when PB Online Srl, upon mandate by the Seller, in connection with the immediately previous Reference Period calculates the Balance and notifies the PSP of the Balance. The Settlement Dates are: every week, on Wednesday, respectively (starting from 00.00'01" hour until 23.59'59" hour of each of the aforesaid days). In the event that the Settlement Date is not a Business Day, the Settlement Date shall be considered the following Business Day.

"Browsing Data" means the domain names of the computers used by the Customers who visit the Website, the URL addresses of the web pages requested, the time of the request, the method used to submit a request to the server, the size of the files obtained in reply, etc.

"Registration Data" means the personal data provided by Customers upon registration with the Website. "Sales Data" means the personal data provided by Customers which are required in order to process the Purchase orders sent through the Marketplace.

“E-Commerce Decree” means Legislative Decree No. 70 of 9 April 2003.

“Lack of Conformity” shall bear the meaning given to such term in the Consumer Code within the scope of the Legal Guarantee of Conformity or, in the event that the Purchaser is not a Consumer, it shall bear the meaning given to the term “defects” pursuant to Art. 1495 and ss. of the Italian civil code, and to the terms “promised or essential qualities” as defined under Art. 1497 of the Italian civil code.

“Right of Withdrawal” shall bear the meaning given to such term by the Consumer Code.

“Legal Documentation” means the legal documentation (including, most notably, the Seller's T&CS, the Seller's Model Withdrawal Form, the Seller's Model Instructions of Withdrawal, and the Information on WEEE, if applicable) that the Seller undertakes to publish in Italian language and observe in connection with the offer of a Product on the MarketPlace.

“Domain” means www.eprice.it.

“Documents” means the documents that the Seller must upload to the Transaction Platform in order to complete the registration procedure, as indicated in the Application Form and set forth by Art. B.2.7 of the Contract.

“Welcome Email” means the message sent by PB Online Srl to the Seller to the email address indicated by the latter in the Application Form, whereby the Seller is informed that its request to join the MarketPlace and enter into the Contract has been accepted.

“Registration Confirmation Email” means the message sent by PB Online Srl to the Seller to the email address indicated by the latter in the Application Form, whereby the Seller is informed that the same has completed the procedure required for registering with the Transaction Platform.

“Shipment Errors” means any error concerning the parcel or packaging and/or any error concerning the shipment and/or delivery of the Products Sold, including by way of example only, the shipment of a Product other than the Product Sold, the indication of a delivery address different from the address specified by the Purchaser, the delayed or failed delivery of a Product Sold, the supervening unavailability of a Product indicated by the Seller as available on the MarketPlace.

“Upload Error” means any error and/or omission made by the Seller when uploading to the MarketPlace the Mandatory Information and the Legal Documentation, information relating to the availability of the Products, or any other information concerning the Products offered by the Seller on the MarketPlace.

“PB Online Srl” means PB Online Srl Operations s.r.l., a company with sole quotaholder, having its registered office at Corso Venezia 45 - 20121 Milan (MI), VATNo. 12429590966

“Payment Service Provider” or “PSP” means Coöperatieve Vereniging Smart2Pay Global Services U.A., a company duly incorporated and organised under the laws of The Netherlands, having its registered office/ principal place of business at Brink 27D, 1251 KS, Laren NH, RCS Amsterdam 34206701, tax code and VAT No. NL813236460B01, hereinafter referred to as **“Smart2Pay”**.

“Seller's Guarantee” means the Seller's authorisation granted to PB Online Srl upon signature of the SEPA Mandate contained at Exhibit 2 hereto, to debit the Seller's bank account indicated therein, to the benefit of the PB Online Srl bank account indicated therein, in accordance with the modalities and deadlines set forth by Articles A.9.1 and A.9.2 of the Contract, all the amounts that the Seller is

required to pay to PB Online Srl under the Contract, and that the Seller has not already paid otherwise to PB Online Srl, most notably the Amounts to be Returned and the PB Online Srl Commissions.

“Legal Guarantee of Conformity” shall bear the meaning given to such term in the Consumer Code. It also means, in the event that the Purchaser is not a Consumer, the exercise of the rights set forth in connection with the “defects” pursuant to Art. 1495 and ss. of the Italian civil code, and to the “promised or essential qualities” as defined under Art. 1497 of the Italian civil code.

“Business Day” means a working day on which the PSP carries out the activities required in connection with the execution of payment transactions.

“Mandatory Information” means the information that the Seller is required to provide in Italian language in connection with each Product prior to the conclusion of the Purchase Contract and/or subsequently to the Purchase, in accordance with the E-Commerce Decree, the Consumer Code, Legislative Decree No. 49 of 14 March 2014, the Applicable Laws, and the Contract, including notably the following: (a) main characteristics and adequate description of the Product, including, if applicable, information on: product category type and classification; origin; instructions, warnings and/ or restrictions of use and/or enjoyment, storage and/ or disposal, especially in connection with EEE Products; (b) methods of payment, delivery and performance, the date by which the Seller undertakes to deliver the products or provide the services;

(c) the total price for the Products, inclusive of taxes and all further expenses and/or costs that the Customer is required to pay in connection with the Product and/or the Purchase;

(d) when a right of withdrawal applies, the conditions, time limits and procedures for exercising such right, the Seller's Model Instructions of Withdrawal, the Seller's Model Withdrawal Form and any information relating to return costs that the exercise of the withdrawal right may generate for the Customer; (e) when a right of withdrawal is not provided for, the information that the consumer will not benefit from a right of withdrawal or, where applicable, the circumstances under which the consumer loses his right of withdrawal; (f) the availability of the Products, terms and conditions of the Legal Guarantee of Conformity and, if applicable, the existence and conditions of after- sale customer assistance and commercial guarantees; (g) SKU and EAN/UPC codes and other identification data, also in connection with any accessories to the Product;

(h) digitalised images of the Product that portray each Product accurately and faithfully, and do not include other images than those of the Product; (i) any caption, text, instruction, warning, communication, label or any other content that the Applicable Laws and/or the manufacturer of the Product require to be provided in connection with the offer, promotion, advertising or sale of the Product; (l) identification details of the Seller and, if required, of the manufacturer; (m) brand; (n) model; (o) size; (p) weight;

(q) technical specifications; (r) the country from which the Product is shipped; (s) Legal Documentation; and (t) any other information that may be reasonably requested from the Seller by PB Online Srl and/or that a Customer and/ or Purchaser, in accordance with what set forth by the Applicable Laws, should know before purchasing the Product and/or for the purpose of exercising a right relating to a Product and/or the Purchase.

“Amounts to be Reimbursed” means the Charge-backs and the amounts that the Seller is required to refund to

the Purchaser, by way of Cancellation, in the relevant Reference Period, as a result of the occurrence, in the aforesaid period, of the following events: a) exercise of the Right of Withdrawal; b) termination, for any reason, of the Purchase Contract; c) favourable outcome of a claim made by the Purchaser due to a failed and/or delayed delivery;

d) existence of a Lack of Conformity that results in a reduction of thPB Online Srl ; e) favourable outcome of a claim made by the Purchaser within the Customer Protection Plan; e) any other event that, under the Applicable Laws and/or the Contract and/or the Seller's T&CS and/or the Purchase Contract, results in a right for the Purchaser of refund either in part or in full and/or of the payment of an amount by the Seller.

"Amounts Reimbursed" means, in connection with the relevant Reference Period, the Amounts to be Reimbursed that the Seller refunded to the Purchaser by way of Cancellation.

"Amounts to be Returned" means, in connection with the relevant Reference Period, the amounts due to PB Online Srl by the Seller in the event set forth by Art. A.8.1 of the Contract.

"Amounts Due" means PB Online Srl Commissions and the Amounts to be Returned.

"Pending Amounts" means the Non-Payable Amounts and the amounts that the Seller might be required to refund to the Purchaser in the relevant Reference Period as a consequence of the occurrence in said period of the following events: a) a claim made by the Purchaser in connection with a delayed or failed delivery; b) exercise of the Legal Guarantee of Conformity; c) a claim made by the Purchaser within the Customer Protection Plan; d) any other event that, under the Applicable Laws and/ or the Contract and/or the Seller's T&CS and/or the Purchase Contract, might result for the Purchaser in a right of refund either in part or in full and/or of the payment of a sum by the Seller.

"Payable Amount" means the Total Purchase Price for a Sale in connection with which the tracking code added by the seller on the seller platform is showing the delivery of the product, or in connection with which more than 30 days have elapsed.

"Non-Payable Amount" means the Total Purchase Price for a Sale on which the tracking code added by the seller on the seller platform is not showing the package as Delivered, or in connection with which not more than 30 days have elapsed.

"Confidential Information" means all information that may be reasonably considered confidential, such as of a technical, commercial, financial, or strategic nature, along with all documents prepared by the Party that has received said information, which contain, are based or in any other way reflect or originate from, in full or in part, such information, including that stored in any computer, word processor or other similar devices. The term "Confidential Information" does not include information which (i) is in or enters the public domain other than in breach of the provisions hereunder; or (ii) has been discovered independently by the receiving Party or (iii) has been legitimately disclosed for the purpose of fulfilling an obligation set forth by law, or an order issued by any Italian or foreign authority; or (iv) has been disclosed to the Party by a third party not in breach of any confidentiality obligation with respect to the information disclosed by the same.

"Information on WEEE" means the information in Italian language that distributors of EEE products, and consequently the Sellers, in the event of a Sale of EEE Products through the MarketPlace, shall provide, pursuant to Legislative Decree No. 49 of 14 March 2014.

"Data Subject" shall bear the meaning set forth by Legislative Decree 196/2003 containing the Personal Data Code.

"Operating Instructions" means the instructions concerning the functioning of the Transaction Platform, as contained in Exhibit 6 hereto and amended by PB Online Srl from time to time and made available to the Seller at the address www.eprice.it/marketplace, that the Seller undertakes to observe and follow.

"Model Instructions of Withdrawal" shall bear the meaning given to such term in the Consumer Code, and means the document annexed hereto as Exhibit 4 that the Seller undertakes to observe and complete in its Editable Parts, in accordance with the Applicable Laws and the Contract.

"Seller's Model Instructions of Withdrawal" means the Model Instructions of Withdrawal duly completed by the Seller in their Editable Parts that the Seller undertakes to:

(i) observe; (ii) make available to the Customer in Italian language prior to the conclusion of the Purchase Contract; and (iii) provide to the Purchaser in Italian language on a durable medium after the conclusion of said contract, in accordance with the Applicable Laws and the Contract.

"List of Banned Products" means the list of products and/ or services that the Seller shall not offer for sale or sell through the MarketPlace, and that the Seller undertakes to observe as contained in Exhibit 7 annexed hereto and as amended by PB Online Srl from time to time and made available to the Seller at the address www.eprice.it/marketplace.

"SEPA Mandate" means the SEPA B2B direct debit mandate contained in Exhibit 2 to the Contract.

"MarketPlace" means the virtual space created and managed by PB Online Srl through the Transaction Platform, which can be accessed through the Website, where Sellers can offer and sell their Products and execute the relevant Purchase Contracts with Customers.

"Seller's Trademarks" means each and every registered and/or de facto trademark (figurative, verbal, descriptive, combined, service trademark), distinctive signs, logos, so-called trade dress, commercial names, signs, domain names, corporate identification marks related or/ or that can be related to the Seller.

"PB Online Srl Trademarks" means, collectively, the following trademarks [PB Online Srl] belonging to PB Online Srl, the Domain, and any further marks, domains, logos and signs used by PB Online Srl to identify the MarketPlace, the Website and/ or the Transaction Platform, and/or in connection with the MarketPlace and/or the Website and/or the Transaction Platform.

"Third Parties' Trademarks" means the trademarks and/or logos that are capable of distinguish the Products offered for sale by the Seller, including any other intellectual and industrial property rights relating to the Products and/or photographs and/or pictures and/or information concerning and/or connected with the Products provided by the Seller and of which the Seller is not the owner and/ or a licensee.

"Seller's Materials" means photographs, both artistic and technical, of the Products, advertising and promotional materials, including all data, information and images and/ or descriptions concerning the Products provided by the Seller for the purpose of offering the Products through the MarketPlace.

"Seller's Trademarks and Materials" means the Seller's Trademarks and the Seller's Materials.

"PB Online Srl Materials" means any materials provided or made available by PB Online Srl under this

Contract.

“Model Withdrawal Form” shall bear the meaning given to such term in the Consumer Code, and means the document annexed hereto as Exhibit 4 that the Seller undertakes to observe and complete in its Editable Parts, in accordance with the Applicable Laws and the Contract.

“Seller's Model Withdrawal Form” means the Model Withdrawal Form duly filled in by the Seller in its Editable Parts that the Seller undertakes to (i) observe;

(ii) make available to the Customer in Italian language prior to the conclusion of the Purchase Contract; and (iii) provide to the Purchaser in Italian language on a durable medium after the conclusion of said contract, in accordance with the Applicable Laws and the Contract.

“Applicable Laws” means any law (including but not limited to, legislative decrees, decree-laws, local laws, acts (civil, criminal, administrative, tax and/or fiscal), royal decrees, decrees of the President of the Italian Republic, the decrees of the Presidency of the Council of Ministers, ministerial decrees, etc.), directives, regulations, rules, orders, authorisations, permits, judgments, rulings or any other decision – of any kind having a regulatory or normative character – in force at the time of the conclusion of the Contract, or entered into force subsequently, which is applicable and relevant with respect to this Contract and/ or the offer and/or marketing and/or offer for sale of the Products and/or the Purchase and/or Sale and/or disposal of the Products, as issued by the competent authority, including any public safety authority at the national, EU or non-EU level, most notably including also the E-Commerce Decree, the Consumer Code, and Legislative Decree No. 49 of 14 March 2014 (implementing Directive 2012/19/UE on Waste Electrical and Electronic Equipment (WEEE) as well as the scheme rules.

“Tax Liabilities” means all added-value taxes, sales, consumption, import and export taxes, including any other charges, levies and/or fiscal and customs liabilities and/ or duties that may be imposed, incurred or that shall be cashed or paid for any reason by the Seller in connection with the advertising, offer or sale of the Products on the Marketplace.

Whenever used in the Addendum, the term **“Tax Liabilities”** means also all the aforesaid types of taxes that apply or shall be cashed or paid by PB Online Srl and/or the Seller respectively, in connection with or as a result of the following activities, if any: packaging, customs clearance, import, export, shipment, transport, delivery, storage, inventory of the Products Sold.

“Eligible Countries” means the State where the Seller, who wish to enter into the Contract, shall have its registered office or, if the case may be, the State where it is possible to deliver the Products Sold to the Purchasers, as respectively indicated in Exhibit 9 to the Contract.

“Editable Parts” means the parts of the Marketplace T&CS, the Model Instructions of Withdrawal and the Model Withdrawal Form that the Seller undertakes to complete in compliance with the Applicable Laws and the Contract, for the purpose of entering a) its identification details; b) the address where the Purchaser intending to exercise the Right of Withdrawal shall send the relevant communication;

c) the address where the Purchaser that withdraws shall ship the Products, whenever applicable; and d) in case of sale of EEE Products, the Information on WEEE. **“Limited Access Period”** means the 90-day period in which the Seller benefits from the Limited Access and which starts from: (i) in the event of withdrawal by PB

Online Srl pursuant to Art. A.3.2 (a) of the Contract, as from the date specifically indicated in the Contract Termination Notice; (ii) in the event of withdrawal by PB Online Srl pursuant to Art. A.3.2

(b) of the Contract, of withdrawal by the Seller pursuant to Art. A.3.3 of the Contract, of withdrawal by one of the Parties, or of termination pursuant to Art.

A.3.4 (a), (b) or

(c) of the Contract, or Art. A.4.2 (a) or (b) of the Contract, respectively, as from the Termination Notice Receipt Date; and (iii) in case of termination of the Contract pursuant to Art. A.4.1 of the Contract, as from on which the time limits for the performance expires.

“Reference Period” means, as the case may be, the days of the week included: between Monday and next Sunday of each week. **“Transaction Platform”** means the databases, the Website, the Software, the systems, methods, processes, procedures and the relevant know-how developed by PB Online Srl and through which, on the one hand, Sellers are enabled to offer the Products for sale and to conclude the Purchase Contracts through the Marketplace, and on the other, the Platform Services are provided to the Sellers.

“Purchase Price” means the PB Online Srl, inclusive of taxes, at which the Seller offers the Products for sale through the Marketplace, and which the Purchaser pays for the Purchase of said Products.

“Total Purchase Price” means the Purchase Price, along with the delivery expenses and any other charges, costs and/or expenses that the Purchaser has paid for the Purchase of the Products.

“Product” means the good or service that the Seller intends to include in the Catalogue for the purpose of offering it for sale through the Marketplace or, as the case may be, the good and/or service that the Seller has actually included in the Catalogue and that consequently the Seller offers for sale through the Marketplace.

“Product Sold” means the Product sold by the Seller through the Marketplace.

“Defective Product” means the Product Sold having a Lack of Conformity.

“Banned Products” means the Products that shall not be offered for sale on the Marketplace, and consequently shall not be included in the Catalogue, as indicated

in Exhibit 7 annexed hereto and/or in the subsequent amendments, if any, to the List of Banned Products. **“Customer Protection Plan”** means the protection scheme of the Purchasers under Art. C.13 and Exh. 8 to the Contract.

“Sales Proceeds” means the gross proceeds generated by the sales made by the Seller through the Marketplace (inclusive of the Total Purchase Price) as resulting by the international payment card circuits.

“WEEE” shall bear the meaning given to such term in Legislative Decree No. 49 dated 14 March 2014.

“Settlement Rules” means the rules referred to under Articles A.7.2, A.8.2, C.5.2 and C.5.3 of the Contract. **“PB Online Srl's Reputation”** means the reputation enjoyed by PB Online Srl, the PB Online Srl Group, each Company within the Group and the Trademarks belonging to PB Online Srl and the Companies Within the Group.

“Statement” means the document that, at each Settlement Date, will be made available to the Seller through the Transaction Platform and which will provide, in connection with the immediately previous Reference Period, the information related to the Balance, the PB

Online Srl Commissions as well as, if any, the Amounts Reimbursed and the PB Online Srl Marketplace Fees Refunded.

“Returned Product” means a Product Sold that, for any reason (e.g. absence of the addressee, failed collection, etc.) is not delivered to the Purchaser, or that the same returns to the Seller, including the event of return due to a Lack of Conformity, and return upon exercise of the Right of Withdrawal.

“Balance” means, in connection with the relevant Reference Period, the amount calculated applying the following formula: [Sales Proceeds] minus [PB Online Srl Commissions, plus Amounts Reimbursed plus Pending Amounts] plus PB Online Srl Marketplace Fees Refunded. **“Net Balance”** means the Balance minus the PSP Fees. **“Services”** means, collectively, all the following services: Transaction Platform Access and Use Service, Marketplace Subscription Service, Platform Services, Sales Service.

“Platform Services” means, collectively, all the services and functionalities provided by the Transaction Platform and made available to the Sellers, as better described in the Contract.

“Transaction Platform Access and Use Service and Marketplace Subscription Service” means the service that PB Online Srl, upon consideration, provides to the Seller, as described and regulated under Section B of the Contract, titled “Terms and Conditions of the Transaction Platform Access and Use Service and the Marketplace Subscription Service”.

“Logistics Service” means the optional logistics service provided by PB Online Srl, upon consideration, to the Seller that has requested it by signing the Addendum, where indicated, and delivering it to PB Online Srl in original, upon execution of the Contract or, if the Logistic Service is requested after the execution of the Contract, when such request is made.

“Sales Service” or “Sales Service on the Marketplace” means the service that PB Online Srl, upon consideration, provides to the Seller, as described and regulated under Section C of the Contract, titled “Terms and Conditions of the Sales Service on the Marketplace”.

“Seller Page” means the page on the Website containing specific information on the Seller, such as, by way of example only, the Seller's identification details, the date from which the Seller has started the Sales on the Marketplace, the country from which the Seller ships the Products, the links to the Seller's T&CS, the Seller's Model Instructions of Withdrawal, and the Seller's Model Withdrawal Form, and the link to the Products offered for sale by the Seller.

“Acquiring Service” means the acquiring service that the PSP provides to the Seller and regulated by the relevant contract entered into by the Seller and the PSP.

“Website” means the website hosting the Marketplace to which it is possible to have access via the Domain, whose information structure has been created by PB Online Srl, including each individual internet page included in the Transaction Platform, which has been created, designed, realised and/or which will be realised by PB Online Srl, in order to enable Sellers to offer and carry out the Sale of the Products on the Marketplace. **“Companies Within the Group”** the companies of the PB Online Srl Group, pursuant to Art. 2359 of the Italian civil code.

“Software” means the software, programmes (applications and operating programmes) for computers, the codes, algorithms, the relevant indications and instructions, installed or to be installed, including the relevant software applications, belonging to PB Online Srl or third parties, and legitimately used

and/or enjoyed either directly or indirectly by PB Online Srl in order to realise, manage, access and operate the Website, and most notably the Marketplace, in order to provide the services and carry out the activities related and instrumental to the performance of the Contract, including the relevant updates, developments, releases, either currently existing or that will be realised by PB Online Srl (or a third party entrusted by the same) in connection with the Marketplace.

“Cancellation” means a refund made to the holder's credit card of an amount previously cashed by the Seller in connection with a Sale. **“Operating Structure”** means the sales structure managed by the Seller without the support of the Platform, which includes the following: systems, procedures, logistics and operating structures, services required for the fulfilment of orders placed by Purchasers, storage of Products, delivery of Products to Purchasers, assistance to Users and/or Purchasers.

“PB Online Srl Marketplace Fees” means the variable amounts due to PB Online Srl by the Seller as a consideration for the provision of the Services, calculated as indicated in Exhibit 1 to the Contract.

“PSP Fees” means the fees charged by PSP to the Seller as a consideration for the provision of the Acquiring Service and the Seller's Payment Account for the relevant Reference Period, as set forth by the contract between the PSP and the Seller regulating such services and calculated by the PSP thereto.

“Logistics Service Fees” means the fees due to PB Online Srl by the Seller that has chosen to benefit from the Logistics Service as a consideration for the provision of said service, as indicated in the Exhibit 1 annexed to the Addendum. **“Data Controller”** or “Controller” shall bear the meaning given to such term in Legislative Decree 196/2003 containing the Personal Data Code.

“Sale” means the sale of Products carried out by the Seller through the Marketplace.

“Seller” means the person who sells goods and/or services to retail customers acting for the purposes relating to its trade, business, craft or profession in accordance with the Applicable Laws and which, as the case may be, intends to join the Marketplace and/or has actually already joined it by executing the Contract.

“Rating” means the opinion on the level of performance of the Purchase orders by the Seller expressed by the Purchasers through the specific system provided by the Transaction Platform.

“Buy Box Winner” means the Seller or PB Online Srl when they appear at the top of the Buy Box.

“Sub-Licence” means the sub-licence of the TTP Module provided by PB Online Srl to the Seller under the terms and conditions set forth in Section D of the Contract.

“TTP Module” means the technical solution (software) for the processing of the request of payments performed using the Payment Instruments in connection with a Sale licensed by the PSP to PB Online Srl.

“Payment Instruments” means debit and credit cards.

“PB Online Srl Marketplace Fees Refunded” means, in connection with the relevant Reference Period, the PB Online Srl Marketplace Fees accrued in connection with the Amounts Reimbursed and that PB Online Srl refunds to the Seller or, as the case may be, does not charge to the Seller.

“Commercial Dispute” means hypotheses under which the payment instrument holder does not dispute having performed the transaction but complains about the Seller's performance of the contractual obligations arising from the Purchase Contract, which notably includes any non-compliance of the delivered Product, late delivery and non-delivery. The exercise of the right

of withdrawal by the payment instrument holder does not constitute a Commercial Dispute.

A3. Term; Right of Withdrawal

A.3.1 This Contract has an undefined term. It becomes effective as from the date on which the Seller receives the Welcome Email under Art. B.2.4 below. The effectiveness of the Contract and its validity are subjected to the activation and maintenance of the Acquiring

A.3.2 PB Online Srl has the right to withdraw from the Contract: (a) any time, and without giving any reasons for such decision, with at least 10 days' prior notice sent by registered letter with acknowledgement receipt; (b) immediately, by registered letter with acknowledgement receipt, in the event of termination for any reason of the contract regulating the Acquiring Service and the Seller's Payment Account and/or breach of the Settlement Rules. To such end, the Seller undertakes to: (i) inform PB Online Srl immediately that the contract regulating the Acquiring Service has been terminated and/or that the Seller's Payment Account has been closed and/or that said account has been handled in ways and/or in dates not compliant with the provisions set forth by the Settlement Rules; (ii) authorise the PSP to inform PB Online Srl of any such events. In case of withdrawal by PB Online Srl in accordance with the present article, the Seller will not be entitled to any penalties and/or refunds and/or indemnities and/or consideration, without prejudice to PB Online Srl's right to compensation for any other damages that the same may suffer as a consequence of the termination of the Contract, and to the Seller's obligation to pay, even subsequently to termination, any amount due to PB Online Srl under the Contract. In case of PB Online Srl's withdrawal in accordance with the present article, the withdrawal will be effective as from the Contract Termination Date, without prejudice to what set forth by Art. A.5.2 below in connection with the Limited Access Period.

A.3.3 The Seller has the right to withdraw from the Contract at any time and without giving any reasons for such decision, with at least 90 days' prior notice sent by registered letter with acknowledgement receipt. In the event that the Seller exercises the right of withdrawal pursuant to this article, the Seller shall be obliged to pay in any case, even subsequently to termination of the Contract, any amount due to PB Online Srl under the Contract. The Seller's withdrawal pursuant to the present article will be effective as from the Contract Termination Date, without prejudice to what set forth by Art. A.5.2 below in connection with the Limited Access Period.

A.3.4 Without prejudice to the provisions under Articles A.3.2 and A.3.3 above, each Party will be entitled to withdraw immediately from the Contract in the event that:

- a) a Party is subjected to liquidation procedures, also on a voluntary basis (save for the case of company reorganisation and merger), composition or other insolvency or similar out-of-court procedures;
- b) seizure or forced sale of over 10% (ten percent) of the assets of a Party, as reported in the latest

approved financial statement or the cash flow statement;

- c) appointment by the court of an administrator of the assets or the business of a Party.

In case of withdrawal pursuant to the present article, the non-withdrawing Party will not be entitled to any penalty and/or refund and/or indemnity and/or consideration and the Seller shall be obliged to pay in any case, even subsequently to termination of the Contract, any amount due to PB Online Srl under the Contract. In case of exercise of the withdrawal right hereunder, withdrawal will be effective as from the Contract Termination Date, without prejudice to what set forth by Art. A.5.2 below in connection with the Limited Access Period.

A.4 Right to terminate the contract under art. 1456 and/or art. 1454 of the Italian Civil Code

A.4.1 Without prejudice to Art. A.9.3 below, in case of breach of any clauses included in the Contract, the non-defaulting Party will be entitled to grant the defaulting Party in writing by registered letter with acknowledgement receipt a period of not less than 15 (fifteen) business days, in the course of which the latter will be required to remedy its breach, with express warning that, in case of failure to do so within the period indicated, this Contract will be terminated by operation of law under Art. 1454 of the Italian civil code as from the Contract Termination Date, without prejudice to what set forth by Art. A.5.2 below in connection with the Limited Access Period, in the event that within the period granted with the notice to comply, the breach of Contract is not cured. The foregoing applies without prejudice to the other cases of termination set forth by the Contract.

A.4.2 In addition to what set forth by other provisions,

- (a) PB Online Srl will have the right to terminate the Contract pursuant to Art. 1456 of the Italian civil code by sending a registered letter with acknowledgement receipt in the event that (i) the Seller fails to fulfil its obligations under Articles A.5.2, A.6.4, A.7.1, A.7.2, A.8.1, A.8.2, A.9.3, A.9.4, A.11.1, A.11.2, A.12.4, A.14.1, A.15.1 (Section "Seller", paragraph II(b)), A.15.2, B.3.3, C.1.3, C.1.6, C.2.3, C.2.7, last paragraph, C.2.11, C.5.2, C.5.3, C.6.1, C.7.1, C.13.2 (iii), C.13.7, 3rd paragraph, C.13.8, D.1.9 of the Contract; 3.1 3.2, 3.3 and 4.4 of the Addendum; (ii) any representations and warranties provided by the Seller in the Contract is unfaithful either when provided or subsequently; (b) the Seller shall have the right to terminate the contract pursuant to Art. 1456 of the Italian civil code by sending a registered letter with acknowledgement receipt in the event that (i) PB Online Srl fails to fulfil its obligations under Art. C.3.3 and A.14.1 below; (ii) any representations and warranties provided by PB Online Srl in the Contract is unfaithful when provided or subsequently.

A.4.3 The termination of the Contract pursuant to Articles A.4.1 and A.4.2 above is without prejudice to PB Online Srl's right of compensation for the damage suffered, and the Seller shall be obliged to pay in any case, even subsequently to termination of the Contract, any amount due to PB Online Srl under the Contract.

A.4.4 The Termination of the Contract pursuant to Articles A.4.1 and A.4.2 above will be effective as from the Contract Termination Date, without prejudice to what provided for by Art. A.5.2 below in connection with the Limited Access Period.

A.5 Consequences of termination and withdrawal

A.5.1 As from the Contract Termination Date, in case of termination for any reason, including early termination or withdrawal, all rights granted to the Seller under the Contract will cease to have effect, in accordance with the provisions contained in the following paragraphs of this article, without prejudice to what set forth by Art. A.5.2 below in connection with the Limited Access.

A.5.2 As from the Contract Termination Notice Receipt Date, most notably, the Seller will immediately cease to perform any activity related to the offer and sale of the Products through the MarketPlace, including the use of the functions "Create Offer" ("Crea offerta") and "Create Product" ("Crea prodotto"), without prejudice to the obligation to fulfil, in compliance with the Seller's T&CS, the Purchase Contract, and any further Legal Documentation in force when the order is placed by the Customers, the Purchase Orders still to be fulfilled and received prior to the Contract Termination Notice Receipt Date, and carry out any activity related and/or ancillary to the Sales already made to such date. For said purpose only, PB Online Srl will grant Limited Access to the Transaction Platform to the Seller, for a period of 90 days as from the Contract Termination Notice Receipt Date, without prejudice to the fact that the Seller, even subsequently to the Contract Termination Date, and/or subsequently to the end of the Limited Access Period, shall still be obliged to perform and grant the Purchaser all rights arising from the Purchase Contract, the Seller's T&CS and the Applicable Laws. The Seller undertakes to hold PB Online Srl and the Companies Within the Group harmless and indemnified against any damage, including any sanctions by the competent authorities, that the same may suffer as a consequence of the Seller's breach of the Purchase Contracts after the Contract Termination Date and/or that may arise for the same as a consequence of the Seller's conduct in connection with said contracts subsequent to such date. The Parties agree that, in the course of the Limited Access Period, the Settlement Rules and all the Seller's obligations arising under the Contract will remain effective.

A.5.3 Without prejudice to Art. A.15.5 below, the Seller agrees and is aware that, as from the Contract Termination Notice Receipt Date, the Seller Page, the Seller's Trademarks and the Seller's Materials will be removed from the MarketPlace, except for the headings, pictures and descriptions of the Products included in the Catalogue and which have become the property of PB Online Srl pursuant to Art. A.13.1 below, the Seller's T&CS, the Legal Documentation and any information concerning the Seller, its activity on the MarketPlace and/or its offers. Furthermore, the Seller agrees and is aware that, at the end of the Limited Access Period, its Authentication Details will be permanently deactivated.

A.5.4 In case of termination of the Contract for any reason the Seller shall be obliged to pay in any case, even subsequently to the Termination of the Contract, the PB Online Srl Commissions accrued up until the Contract Termination Date and/or any amount due by the Seller to PB Online Srl under the Contract, including but not limited to the Amounts to be Returned. It is understood that, in the course of the Limited Access Period, the Subscription is not due.

A.5.5 The Seller undertakes to inform the PSP promptly of the shipment of the Contract Termination Notice or, as the case may be, the Contract Termination Notice Receipt Date, along with the Contract Termination Date, and authorises PB Online Srl to inform the PSP of said dates.

A.5.6 In addition to the termination right, each Party will be entitled, in the event of default by the other, to carry out all the activities that the same may deem necessary or useful for the purpose of protecting its rights and interests.

A.5.7 Without prejudice to the provisions contained in the previous paragraphs, the Seller will ensure that, at the Contract Termination Date and/or the Contract Termination Notice Receipt Date, all the rights granted by the same, if any, to sub-contractors or any other third parties in connection with the Sale of the Products through the MarketPlace will be terminated, without any costs and/or inconveniences for PB Online Srl, the Customers and Purchasers. The Seller will hold PB Online Srl and the Companies Within the Group harmless and indemnified against any claims made by subcontractors and/or third parties with whom the Seller has entered into any relationships in connection with the Sale of the Products.

A.6 Suspension of the Sales Service

A.6.1 Without prejudice to the provisions under Art. A.3.2, paragraphs (a) and (b), A.4.1, A.4.2, paragraph

(a) and A.5 above, and in addition to what set forth by other provisions of the Contract, PB Online Srl reserves the right to suspend the Sales Service on the MarketPlace, granting the Seller only a Limited Access, in the following circumstances ("Suspension of the Sales Service"):

- a) number of Charge-backs and/or Cancellations in excess of 2% of the Sales Proceeds on a yearly basis;
- b) Sales Proceeds below the threshold of Euro 1,000.00 on a monthly basis;
- c) failure to comply by the term indicated in the termination pursuant to art. 1454 of the Italian Civil Code notice sent under Art. A.4.1 above or pursuant to Art. A.9.3 and C.12.4 below;
- d) failure to meet the obligations arising from art. A.4.2 above of Contract;
- e) breach of the Settlement Rules;
- f) failure to refund the Purchaser or to provide an alternative solution to an issue in connection with which the Purchaser has made a claim through the Customer Protection Plan, in the event that

the final decision adopted by PB Online Srl under Art. C.13.7 below is favourable to the Purchaser, and/ or the Seller fails, in part or in full, to fulfil any obligations arising from the decision adopted by PB Online Srl for the purpose of solving a Purchaser claim made through the Customer Protection Plan under Art. C.13 of the Contract;

- g) number of negative Ratings exceeding 10% of those received in a year, or overall assessment of the Seller based on the Ratings received lower than 3;
- h) number of shipments not carried out within the shipment date provided by the Seller exceeding 10% of the shipments carried out in a month;
- i) number of claims made by Purchasers exceeding 10% of the orders received in a month and 3% of the orders received in a year.

A.6.2 The suspension of the Sales Service, of which the Seller will be informed with an email message, is subjected to the identification and resolution of the issues that have caused it in the interest of the Customer, the Purchasers, the Seller and PB Online Srl 's Reputation.

A.6.3 The Suspension of the Sales Service will end when, according to PB Online Srl 's sole discretion, the issue that has caused it has been solved by the Seller. In any case, it cannot last more than 180 days ("Maximum Suspension Period"). After said period, if, in PB Online Srl 's sole discretion, the issue that has caused it has not been solved by the Seller, PB Online Srl will have the right to withdraw under Art. A.3.2, paragraph (a) or (b) above, as the case may be, or, should the required conditions be met, to terminate the Contract pursuant to Art. A.4.2, paragraph (a) above. In such event, the provisions set forth by Art. A.5 above will be fully applied.

A.6.4 The Seller agrees and is aware that, in the course of the Sales Service Suspension period ("Suspension Period"), the Seller will be granted only a Limited Access, and consequently will neither be able to use the "Create Offer"("Crea offerta") and "Create Product"("Crea prodotto") functions of the Platform, nor sell the Products already included in the Catalogue, as during said period the provisions of Art. A.5.2 and A.5.3 above will apply, without prejudice to the fact that the Seller, also in the course of the Suspension Period, shall still be obliged to perform the Purchase Contract and grant the Purchaser all the rights arising from the Purchase Contract, the Applicable Laws and the Seller's T&CS. The Parties agree that, in the Suspension Period, the Settlement Rules will still be effective, along with all the obligations arising for the Seller under the Contract.

A.6.5 The Seller expressly represents and warrants that PB Online Srl and he will hold the Companies Within the Group indemnified and harmless against any damages, including any sanctions that may be imposed by the competent authorities, that the same may suffer as a consequence of the Seller's failure to perform its obligations under a Purchase Contract during the Suspension Period and/or that may be caused to the same by the Seller's conduct in connection with said contract in the course of the above-mentioned period.

Moreover, the Seller expressly represents and warrants that PB Online Srl will not be held liable by the Seller for any damages, including lost earnings, any costs, lost profits, actual damages or loss of business opportunities (so called chances), that the Seller may suffer as a consequence of the Suspension of the Sales Services, and therefore will not make any claims in connection with such damages, either by way of a legal proceeding, an out-of-court claim or through an administrative procedure, if applicable, and hereby waives any right to take any action in that regard.

A.6.6 The beginning of the Suspension Period does not imply the termination of the Seller's obligation to pay the PB Online Srl Commissions accrued up to such date and/or any other amount due to PB Online Srl by the Seller under the Contract, including by way of example only, the Amounts to be Returned and the Logistics Service Fees, if due. The Parties agree that, for the Suspension Period, the Subscription is due in any case

A.6.7 The Seller undertakes to promptly inform the PSP of the beginning of Suspension Period, and authorises PB Online Srl to inform the PSP of the beginning and end of said period.

A.7 Considerations

A.7.1 As a consideration for the performance of the Services, the Seller shall pay to PB Online Srl the PB Online Srl Commissions indicated in Exhibit 1 to the Contract.

A.7.2 The PB Online Srl Commissions will be charged to the Seller's Payment Account. To that end, the Seller authorises PB Online Srl to inform the PSP, through the Transaction Platform, at each relevant Settlement Date, of the amount of the PB Online Srl Commissions due in connection with the immediately previous Reference Period. At each relevant Settlement Date, PB Online Srl will issue the relevant invoice to the benefit of the Seller. Moreover, at each relevant Settlement Date, PB Online Srl will send a Statement to the Seller. The settlement of the aforesaid payment transaction will be made within (not later than) the Business Day following the relevant Settlement Date.

A.7.3 Any costs, considerations, fees and/or expenses relating to or arising from the Contract will be borne by the Seller, which is the sole person liable for the relevant payment. The Seller is also liable for the payment of all taxes and duties that may be due in connection with the PB Online Srl Commissions.

A.7.4 The Parties agree that PB Online Srl, with respect to each relevant Reference Period, will refund or will not charge, as the case may be, the PB Online Srl MarketPlace Fees accrued in connection with the Amounts Reimbursed.

A.8 Refunds

A.8.1 The Seller accepts that the refund of the Amounts to be Reimbursed is part of its obligations arising from the Purchase Contract, and consequently that, in the event that PB Online Srl is requested to pay and actually pays said amounts, the Seller shall immediately reimburse them to PB Online Srl.

A.8.2 The Amounts to be Returned will be charged to the Seller's Payment Account. The settlement of the aforesaid payment transaction will be made on the Business Day on which into the Seller's Payment Account there will be sufficient amounts for such repayment, provided that the balance of the Seller's Payment Account is positive

A.8-bis Chargeback and Commercial Disputes Rates

A.8-bis.1 Without prejudice of Art. 6 above, the Seller undertakes to comply with the monthly rates indicated below for the duration of the Contract:

- a) Chargeback rate: 1%. The Seller must comply with this maximum 1% Chargeback rate on all of its monthly Sales;
- b) Commercial Disputes rate: 4%. The Seller must comply with this maximum 4% commercial dispute rate on all of its monthly Sales.

A.8-bis.2 The Seller undertakes to hold PB Online Srl and the Companies Within the Group (including their executives, legal representatives, directors, employees and/or agents) indemnified and harmless against any liability, claim, loss, damage, request, complaint, cost, penalty, sanction, expense (including, inter alia, legal fees) or other obligation, either of monetary or not, arising from or in connection with a violation by the Seller of the rates referred to in Art. A.8-bis.1 above.

A.9 SEPA Mandate

A.9.1 The Seller, by signing the SEPA Mandate contained in Exhibit 2 to the Contract, authorises PB Online Srl to charge to the Seller's bank account indicated therein with benefit to the PB Online Srl's bank account indicated therein, all the amounts due by the Seller to PB Online Srl under the Contract, including the PB Online Srl Commissions, the Amounts to be Returned and the amounts referred to in Art. A.8-bis.2 above, and that the Seller has not paid otherwise to PB Online Srl. The authorisation referred to in this article and the SEPA Mandate is granted for the entire term of the Contract and for the two years subsequent to the Termination Date.

A.9.2 A pre-notification will be sent to the Seller no later than 5 days prior to each charge. The Seller expressly acknowledges and accepts that the period available for the pre-notification is shorter than the one set forth by the applicable law.

A.9.3 In the event that the charge under Art. 9.1 and A.9.2 above are not successful, the Seller shall promptly pay the corresponding amounts to PB Online Srl, and in any case no later than 5 days of the receipt of the termination pursuant to art. 1454 of the Italian civil code notice that PB Online Srl, as provided by Art. A.4.1 above. The payment will be made by the deadline and in the modalities indicated in such notice. The Seller expressly acknowledges and accepts that the period available for the performance is shorter than the one set forth by Art. 1454 of the Italian civil code, being it understood that, should the payment not be successful, PB Online Srl will be entitled to undertake any actions, either before

a civil court or through a criminal proceeding, aimed at protecting its rights and collecting the amounts due to the same by the Seller, without prejudice to PB Online Srl's right to claim any damages.

A.9.4 PB Online Srl reserves the right to request at its discretion that the Seller pay a security deposit or provide any other form of guarantee, either real or personal, in the event that the Amounts to be Returned in a month are in excess of Euro 10,000.00 and/or the Sales Proceeds in a month have been lower than Euro 1,000.00. If PB Online Srl is not provided with the guarantee within 15 days of the request, PB Online Srl may exercise the right of Suspension of the Sales Service pursuant to Art. A.6 above or terminate the Contract in accordance with Art. A.3.2, paragraph (b) above.

A.10 Tax Liabilities

A.10.1 The Seller acknowledges and accepts, in connection with the object of the Contract and the activity performed through the MarketPlace, to be the sole person liable for the calculation, receipt and/or collection from third parties liable for payment, and the payment to the competent entities (including foreign entities, where applicable) of its own Tax Liabilities and any other taxes, charges, levies and/or tax liabilities and customs duties of any kind. Moreover, the Seller has the sole liability for filing the declarations due for VAT, VIES and Intrastat purposes, and the issuance of all invoices or credit notes due for VAT purposes, whenever required.

A.10.2 The Seller acknowledges and accepts that PB Online Srl : (i) is not required to check the existence of any tax liabilities arising in connection with the activity performed by the Seller under the Contract, and most notably is not required to verify if VAT and/or other taxes should be applied to the sale of the Products; (ii) is not liable for collecting, remitting or filing declarations for VAT purposes or in connection with any other taxes applicable to such sale, nor for paying, cashing, collecting and/or remitting the Seller's Tax Liabilities. Unless otherwise indicated, all fees due by the Seller under this Contract are exclusive of VAT, sales taxes, use taxes and other similar charges. The Seller undertakes to pay all taxes, charges and/ or levies due in connection with said amounts. Should PB Online Srl be required, under the Applicable Laws, to pay taxes (including but not limited to value added taxes, sales or use taxes and other similar charges) in the name and on behalf of the Seller, the latter will promptly reimburse PB Online Srl of the relevant amounts

A.11 PB Online Srl's Intellectual Property Rights

A.11.1 The Seller undertakes to do the following:

- (a) not to use, in its company name, trademarks that are identical or similar to PB Online Srl's Trademarks;
- (b) not to use, for any purpose, trademarks that are similar to PB Online Srl's Trademarks;
- (c) not to apply for registration of trademarks that are identical or similar to PB Online Srl's Trademarks;
- (d) not to apply for and use domain names concerning

trademarks identical or similar to PB Online Srl 's Trademarks and/or the Domain;

- (e) not to apply for registration of, by way of example only, texts, images, sounds or other materials transmitted by PB Online Srl under this Contract, and in any case, requests in connection with other intellectual property rights relating to materials that are identical or similar to those covered by PB Online Srl 's intellectual property rights.

A.11.2 In any case, the Seller undertakes to transfer to PB Online Srl – upon the mere request by the same and without payment of any sum to the Seller – any registration concerning trademarks, domain names, or other intellectual property rights, obtained directly or indirectly in breach of the Contract, without prejudice to PB Online Srl 's right to claim any damages and/or greater damages.

A.11.3 The obligations referred to in this article apply with respect to any country in the world, and will be effective also after the termination of the Contract for any reason.

A.11.4 PB Online Srl represents and warrants, for the entire term of the Contract, to be entitled to use all the rights concerning the PB Online Srl 's Trademarks and the Domain.

A.12 Exclusivity of Intellectual Property Rights

A.12.1 PB Online Srl is the creator and author, pursuant to Law No. 633 of 22 April 1941, as amended and supplemented, of the Website and all related rights are reserved to the same.

A.12.2 The following are the property of PB Online Srl : the Transaction Platform, the Website, the Software, the MarketPlace, the Website's IT architecture, the codes, methods, algorithms, the instructions relating to technical, creative or organisational developments, new releases and any application to the Transaction Platform, achievement or innovation, used or developed by PB Online Srl – or by third parties entrusted by the same - for the coordination and interaction of the platforms, or the realisation, activation, online management of the Website, the MarketPlace, and the information published on the Website and/or the provision of the Services. Most notably, PB Online Srl has full title to the software, know-how, IT programmes (applications or operating programmes), codes, including any relevant adjustments, modifications and bespoke versions, instructions and documents, in any form, installed or to be installed, including those relating to and/or developed in connection with the Website, the Transaction Platform, databases, the MarketPlace, the Website layout, the online management of the same, and the information and data included therein, and in general for the performance of this Contract.

A.12.3 The Seller declares to be aware and accept that the Catalogue, PB Online Srl 's Materials, and in general any materials and information that will be provided by PB Online Srl are the exclusive property of PB Online Srl , and that the latter is the legitimate owner of the PB Online Srl Trademarks and the Domain.

A.12.4 The Seller undertakes not to use, in any way (including in advertising, commercial, promotional or similar materials) PB Online Srl 's Trademarks without the prior written consent of the same. Moreover, the Seller undertakes not to make any statement (either positive or negative) in connection with its business relationship with PB Online Srl .

A.12.5 The obligations referred to in this article apply with respect to any country in the world, and will be effective also after the termination of the Contract for any reason.

A.13 Intellectual Property Rights of the Seller

A.13.1 The Seller grants PB Online Srl , free of charge, with reference to any country in the world, the non- exclusive right to use, reproduce, publish, visualise, distribute, adapt, modify, reformat, process, and in any case use for commercial or non-commercial purposes, including to sublicense, to Companies Within the Group, the Seller's Trademarks and Materials, exclusively in connection with the purposes of the Contract. The rights arising from this article are transferred to PB Online Srl (i) permanently with respect to the title to the Product, the description of the Product, and the photographs of the Product included by the Seller in the Catalogue; name, description and photographs that PB Online Srl will consequently be entitled to use even after the termination for any reasons of the Contract; (ii) exclusively in connection with the term of the Contract for the Seller's Trademarks and the Seller's Materials not included among those under paragraph A.13.1(i) above.

A.13.2 Without prejudice to the provisions under Art.

A.13.1 above, it is understood that PB Online Srl cannot modify the Seller's Trademarks and Materials, except for the purpose of adapting them, to the extent that may be required for their use, publication and visualisation on the Website.

A.13.3 With reference to the Seller's Trademarks and Materials, the Seller represents and warrants:

- (a) to have all the rights relating to the them with respect to all the countries of the world; (b) that, except for the rights held by the same, under the Applicable Laws and/or by virtue of a contract and/or any other valid legal title, the Seller's Trademarks and Materials are not subjected to any other prohibitions and/or limitations to the right to reproduce, publish, visualise, distribute, adapt, modify, reformat, process, create derivative works, and in any case use for commercial or non-commercial purposes or sublicense, the Seller's Trademarks and Materials, or that the Seller has already acquired, prior to the execution of the Contract – and will maintain for the entire term of the same and on a permanent basis, exclusively in connection with materials under Art. A.13.1(i) above – any authorisation required with respect to the rights of use mentioned above; (c) none of the Seller's Trademarks and Materials, or solution and/ or technological platform used by the Seller, if any, in connection with the activity performed under the Contract infringes any intellectual or industrial property rights or other property rights

of third parties.

A.13.4 The Seller has the sole liability for the calculation, collection from third parties liable for payment, and the payment to the competent entities (including foreign entities) of any rights, charges, royalties, fee and/or consideration of any kind, if any, due with respect to the Seller's Trademarks and Materials.

A.13.5 The Seller hereby undertakes to hold PB Online Srl and the Companies Within the Group harmless and indemnified against any claims, refund request, compensation, damage and/or action that any third party may make or claim with reference to the Seller's Trademarks and Materials and/or rights, representations and warranties referred to under this article.

A.14 Confidentiality

A.14.1 Each Party undertakes, for the entire term of the Contract, and even subsequently, to treat as confidential and not to disseminate, either directly or indirectly, disclose to third parties, or publish on any means or make available to the public any Confidential Information received from the other Party. Each Party undertakes to have its employees, consultants, collaborators and third party subcontractors observe such confidentiality obligation, and will be liable for any action carried out by the same in the event that they unlawfully disclose to third parties, disseminate, published on any means or made available to the public any Confidential Information.

A.14.2 Notwithstanding what set forth by Art. A.14.1 above, it is understood that PB Online Srl may freely disclose any Confidential Information to the Companies Within the Group without the Seller's consent.

A.15 Processing of (the Seller's and Purchasers') Personal Data

A. 15.1 In connection with the processing of "Personal Data" (as defined at Art. 4, 1st paragraph, letter b) of the Personal Data Code) provided by the Customers and the Purchasers, the Parties mutually agree as follows:

(i) **PB Online Srl :**

(a) will act in its capacity as: (i) exclusive Data Controller with respect to the processing of Registration Data and Browsing Data, and any further Personal Data provided by the Customers in case of request of information concerning a Product or the activity carried out through the Website or any Personal Data provided within the Customer Protection Plan; (ii) independent Data Controller with respect to the processing of Sales Data and any further Personal Data provided by the Purchasers in their communications with the Seller via the internal messaging system of the Transaction Platform in connection with a Product Sold;

(b) will process the data under paragraphs (i) and (ii) exclusively for the purpose of fulfilling its obligations as the provider of the Website registration service and Marketplace manager, and subject to the Customer's express consent, for marketing and profiling activities, provided for

in the "Information on the processing of personal data" (Privacy Policy) included in Exhibit 5A

■ **(II) The Seller:**

(a) will act in its capacity as:

- (i) independent Data Controller with respect to the processing of Sales Data, to which the same may have access through the Transaction Platform, and any further Personal Data provided by the Purchasers in their communications with the Seller via the internal messaging system of the Transaction Platform in connection with a Product Sold ("Personal Data Accessible through the Platform");
- (ii) exclusive Data Controller with respect to the processing of Personal Data directly provided by the Customer or Purchaser to the Seller not through the Transaction Platform;

A.15.2 With reference to the Sales Data and/or any Personal Data of the Purchasers or the Customers received under this Contract, the Seller represents and warrants that:

- (i) he will not use said data for its own marketing purposes, including the so-called "soft spam", and/or for the marketing purposes of its business partners and/or third parties, for profiling reasons, regardless the tools and techniques adopted (both through automated communications systems and the postal service, etc.); and
- (ii) will not disclose to third parties, including any controlling and/or directly or indirectly controlled companies, the data under paragraph ii, letter (a), of Art. A.15.1 above, unless said disclosure is required for the purposes under letter (b) of that aforesaid paragraph. The obligation under this paragraph A.15.2(ii) will be valid also in case of termination, for any reason, of the Contract; and
- (iii) will process the data in accordance with the "Information on the processing of personal data" under Exhibit 5A, within the limits of its responsibility, ensuring an adequate level of protection, and in any case adopting the minimum protection measures in connection with all Personal Data indicated by Art. 15.1, 2nd paragraph, above, including those which are not stored on the Transaction Platform, and appointing its employees and/or collaborators as data processors or third parties (as defined in the Personal Data Code) in charge of the data processing, if necessary.
- (iv) will promptly reply, in accordance with the law, to all requests made by Purchasers and/or Customers in connection with the exercise of the rights under Art. 7 of the Personal Data Code, and will immediately inform PB Online Srl, so that the same – whenever required – may reply within the period set forth by law, to any requests addressed to PB Online Srl made by the data subjects through the Transaction Platform with respect to the processing of Personal Data.

A.15.2_bis Without prejudice to what set forth by Art. A.15.1 (i) A.15.2 and A.15.2bis above, the Seller acknowledges and accepts that the Personal Data Code shall apply to the Personal Data Accessible through the Platform, regardless the State in which the Seller has its registered office and/ or other establishment.

A.15.3 The Seller undertakes to hold PB Online Srl harmless and indemnified against any damage

that the same may suffer in case of breach of the obligations under Art. A.15.1, 2nd paragraph, and A.15.2 above. The Seller authorises PB Online Srl to provide its email address to the Purchaser, subsequently to the termination of the Contract, whenever the Purchaser requests it.

A.15.3bis The Seller authorises PB Online Srl to modify the "Information on the processing of personal data" (Privacy Policy) contained in Exhibit 5A, without the obligation to inform the Seller in advance and merely by updating said information on the Website, provided that such modifications are not material. In the event that the amendments also affect the content of the information concerning the Seller (as indicated in the Recitals to the information concerned), PB Online Srl shall inform the Seller in advance.

A.15.4 With respect to the provisions under Art. A.5.3 above, the Seller is aware and accepts that, in case of termination of the Contract for any reason, its Personal Data will still be stored in the Purchaser's reserved area on the Website, with reference to the Purchase Contracts concluded prior to the termination of the Contract (e.g. purchase history and correspondence with the Purchaser through the Transaction Platform, if any) for the entire period in which the Purchaser's reserved area is active.

A. 15.5 The Seller declares, acknowledges and accepts that with reference to (i) Personal Data Accessible through the Platform, stored by the Seller outside the Transaction Platform, also pursuant to the provisions under Art. A.16.3 below and/or (ii) the Personal Data that Customers or Purchasers may have directly provided to the Seller outside the Transaction Platform, the Seller shall provide a specific information on the processing of personal data, in compliance with Art. 13 of the Personal Data Code, should the processing modalities of the aforesaid data differ from those set forth in the "Information on the processing of personal data" (Privacy Policy) contained in Exhibit 5A (e.g. in case of cloud storage).

A.15.6 Without prejudice to Art. A.15.6 above, the Seller represents and warrants that should it decide to transfer the above-mentioned data to a Country not belonging to the European Union or the European Economic Area, such transfer shall be carried out (i) in accordance with a decision of the European Commission acknowledging that the Country to which data are transferred ensures an adequate level of protection or, in the absence of such a decision (ii) pursuant to adequate safeguards, such as the standard contractual clauses adopted by the European Commission under Art. 26(4) of EU Directive 95/46/EC, or pursuant to binding corporate rules "BCR", in accordance with Art. 44 (1) (a) of the Personal Data Code.

A.16 Seller's Representation and Warranties

A.16.1 The Seller represents and warrants:

- (i) if not a physical person, to be a company or any other legal entity duly incorporated, existing and operating under the laws of the state where it is incorporated, and that its legal representative indicated in the Application Form and who signs

the Contract has been granted all the powers and authorisations required to execute the Contract and perform the obligations arising from it, and to grant the rights, licenses and authorizations required under the Contract;

- (ii) to be authorized to carry out a retail activity in connection with the Products, also online, and to have all the authorisations, requirements and documents required under the Applicable Laws, including all the tax requirements, for the performance of said activity online and through the Marketplace;
- (iii) to carry out the activity of retailer of the Products exclusively for purposes relating to his trade, business, craft or profession and in compliance with the Applicable Laws;
- (iv) that, in the offer and sale of the Products via the Marketplace, the Seller will comply with the Contract, the Purchase Contract, the Marketplace T&CS, the Seller's T&CS, the Applicable Laws, most notably in connection with the provisions of the E-Commerce Decree, the Consumer Code, Legislative Decree No. 49 of 14 March 2014, if applicable, and in general any law on trade, e-commerce, and distance sales;
- (v) that, in the offer and sale of the Products on the Marketplace, and in the relationship with the Customer and/or the Purchaser, the Seller will not carry out unfair commercial practices, as defined by Art. 18 and seq. of the Consumer Code;
- (vi) that the Seller will not carry out any behaviour that may be detrimental to PB Online Srl's Reputation and/or third parties' rights, including the rights relating to the Third Parties' Trademarks, and that it will not carry out any action that may constitute a case of unfair competition and/or misleading advertising, pursuant to the Applicable Laws, and notably Art. 2595 and seq. of the Italian civil code and Legislative Decree No. 145 of 2 August 2007;
- (vii) to have an Operating Structure which is suitable for the processing of Purchase orders and the performance of the obligations arising from the

Purchase Contracts.

A.16.2 The Seller represents and warrants that the data provided through the Application Form and those that will be contained in the Seller's T&CS, the Seller's Model Instructions of Withdrawal, the Seller's Model Withdrawal Form, and the Information on WEEE, if applicable, are accurate, complete and truthful, and undertakes to inform PB Online Srl and the Purchaser immediately, in the event of any changes in said data.

A.16.3 The Seller undertakes to take and retain, for the time required for the purpose at hand, a hard and/or digital copy of the documentation concerning the activity performed by the same on the Transaction Platform and/or the Marketplace and, whenever required, to send such documentation to PB Online Srl, upon mere request by the latter.

A.16.4 The Seller acknowledges to be the sole responsible for the truthfulness, completeness, accuracy, correctness and non-deceptiveness pursuant to Art. 18 and seq. of the Consumer Code and Legislative Decree No. 145 of 2 August 2007, of (i) any information and data concerning the Seller; (ii) the information contained in the Seller Page, the Seller's T&CS, the Seller's Model Instructions of Withdrawal, the Seller's Model

Withdrawal Form, and the Information on WEEE, if applicable; (iii) the Mandatory Information; (iv) and/or any other information provided by the Seller to Customers and/or Purchasers. Therefore the Seller acknowledges that PB Online Srl may not be held liable in any way for said information, and undertakes to hold PB Online Srl and the Companies Within the Group harmless and indemnified against any damage, charge, cost and/ or expense that may be suffered or incurred by the same in consideration of the untruthfulness, inaccuracy, incompleteness, non-deceptiveness of such information.

A.16.5 The Seller undertakes to hold PB Online Srl and the Companies Within the Group (including their executives, legal representatives, directors, employees and/or agents) indemnified and harmless against any liability, claim, loss, damage, request, complaint, cost, penalty, sanction, expense (including, inter alia, legal fees) or other obligation, either of monetary or not (each a "Claim"), arising from or in connection with: (a) a breach or risk of breach of the Seller's obligations under the Applicable Laws, the Contract, MarketPlace T&CS, the Seller's T&CS and the Purchase Contract; (b) the activity carried out through the Sales Channels and the management of said activity, to the extent that the same is relevant for the purposes of the Contract; (c) the Seller's Products and/or their offer through MarketPlace, Sale and/or management – including but not limited to the fulfilment and/or processing of a Purchase order, the delivery of Products Sold (except in the event that the Seller benefits from PB Online Srl Logistics Services, the delivery phase under Art. 7 of the Addendum), the termination of Purchase Contracts, the cancellation and refund of Purchase orders, including the management of Returned Products as a consequence of the exercise of the Right of Withdrawal and/ or the enforcement of the Legal Guarantee of Conformity, including any injuries, deaths and/ or damages to property or people caused by the Products; (d) the Seller's Trademarks and Materials; (e) any behaviours carried out by the Seller that, under the Applicable Laws, even only presumably, may constitute cases of unfair competition or infringement of copyrights and/ or IP rights of third parties; (f) the Seller's tax liabilities, and/or the collection, payment or failed collection or failed payment of the same.

A.16.6 In the cases referred to in Art A.16.5 above, and in general in the event that the Seller receives a Claim, the same warrants and undertakes to arrange an adequate defence, appointing to that end, if necessary, professionals of proven expertise and experience. Without prejudice to what set forth in the previous paragraphs of this article, PB Online Srl reserves the right, however without having any obligations in that regard, to support the Seller in its defence against the Claim. In the latter case, the Seller and PB Online Srl shall agree on the defence strategy to be adopted, and the Seller shall not enter into a settlement with or accept a decision by a third party, either private or public, that may be still challenged, without PB Online Srl's written consent, unless such consent is unreasonably withheld

A.17 PB Online Srl's Liability

A.17.1 PB Online Srl, in its capacity of technical-operating manager of the Platform, undertakes to use its best skills and expertise to ensure the provision of the Services.

A.17.2 PB Online Srl will not be held liable vis-à-vis the Seller or third parties in case of delays, disruptions and/or interruption of the Website activity or the provision of Services due to:

- a. force majeure or acts of Gods;
- b. power outage or power blackout;
- c. connectivity failure, errors in the Software, hardware failure, problems concerning the databases, malfunctions, failure to display pages and/or images, errors in the Buy Box algorithms, and in general disruptions affecting the Transaction Platform not caused by wilful misconduct and/or gross negligence by PB Online Srl, and/or due to a third party's fault, including any sub-contractors of PB Online Srl.

A.17.3 For the purposes of this Contract, the term "force majeure" means any event beyond the reasonable control of the Parties preventing or delaying the performance of the obligations of a Party, including but not limited to strikes, lockout, riots, civil wars, invasions, wars, order of the government, natural events, such as fires, explosions, floods, earthquakes, tidal waves, epidemics and/or other natural disasters.

A.17.4 Without prejudice to the foregoing, in the event that – in accordance with what set forth by the Contract – PB Online Srl might ever be considered responsible for any failure and/ or delay in the provision of the Services, the same will be liable vis-à-vis the Seller exclusively for any direct and foreseeable damage, and up to the following amounts:

- a) the sum paid by the Seller to PB Online Srl as a Subscription in the course of the twelve months preceding the date of the event resulting in PB Online Srl's liability; or
- b) if the period included between the Contract effectiveness date and the date of event resulting in PB Online Srl's liability is shorter than twelve months, the sum paid to PB Online Srl by the Seller as a Subscription for the months in which the Seller has been enrolled in the MarketPlace.

A.18 General Terms

A.18.1 This Contract replaces and cancels any agreement, also oral, previously reached between the Seller and PB Online Srl in connection with the object of the Contract, and constitutes, along with the recitals and Exhibits, the total agreement between the Seller and PB Online Srl. Tolerance, even for a long time, by a Party of breaches, also material, of the Contract does not imply the acceptance of said breaches by the non-breaching Party nor constitutes a waiver of the rights of the non-breaching Party in connection with said breaches in compliance with this Contract and/or the applicable laws.

A.18.2 The Seller's registration with the Transaction Platform implies the full acceptance by the Seller,

without reservations, of the Contract, its terms and conditions, and its Exhibits.

A.18.3 The official language of the Contract, and Exhibits 1, 2, 5.B (with regard to the Information on the processing of personal data provided to the Seller), 6, 7 and 9 is English. Any translations of the Contract and such Exhibits into other languages shall be considered provided and can be used for convenience only. In case of conflict and/or discrepancies between the English version of the Contract and such Exhibits and their translations, the English version will prevail.

A.18.4 The official language of the Exhibits 3, 4, 5.A (with regard to the Information on the processing of personal data provided to the Customer), and 8. is Italian. Any translations of such Exhibits into other languages shall be considered provided and can be used for convenience only. In case of conflict and/or discrepancies between the Italian version of such Exhibits and their translations, the Italian version will prevail. The Seller is aware and accepts that, for communications relating to the Contract, the language used is Italian and that it is mandatory to make available to the public in Italian language the MarketPlace T&CS, the Seller's T&CS, the Legal Documentation, the Mandatory Information, the Model Withdrawal Form, the Seller's Model Withdrawal Form, the Model Instructions of Withdrawal, the Seller's Model Instructions of Withdrawal, the WEE Information.

A.18.5 The official language of the Addendum and its Exhibit is English. Any translations of the Addendum and its Exhibit into other languages shall be considered provided and can be used for convenience only. In case of conflict and/or discrepancies between the English version of the Contract and such Exhibits and their translations, the English version will prevail.

A.18.6 The Seller cannot assign this Contract without PB Online Srl's prior written consent.

A.18.7 PB Online Srl reserves the right to amend the terms and conditions contained in this Contract, at any time and at its exclusive discretion. Without prejudice to the provisions of Art. 18.6 below, all amendments will be effective after seven days from their the date of their communication to the Seller via email.

A.18.8 In the event that the amendments made by PB Online Srl constitute a change of the PB Online Srl Commissions, the Settlement Rules and/or, where applicable and relevant, the Logistics Service Fees under Art. 11 of the Addendum, PB Online Srl will inform the Seller in writing, by registered letter with acknowledgement receipt or PEC, of said change and the relevant date of effectiveness. Such communication shall be sent at least 15 days prior to the date of effectiveness of the amendment. The Seller will have the right to withdraw from the Contract until the day prior to the date of effectiveness of the change. Should the Seller not exercise his right of withdrawal by the date indicated, the amendment will be considered accepted and will be effective as from such date.

A.18.9 Unless otherwise specified, any communication between the Seller and PB Online Srl will be made in writing, through the Transaction Platform messaging system. In the event that the communication must be sent by registered letter with acknowledgement receipt, it will be sent to the addresses indicated at the title page of the Contract, and notably in connection with the Seller, in the Application Form.

A.19 Relationship between the Parties

A.19.1 The Seller and PB Online Srl are independent legal entities. Nothing in the Contract may be construed in such a way as to deem that the Seller and PB Online Srl have created an association or a joint venture, or entered into a mandate, representation or employment agreement, or established any similar control, representation, employment or coordination relationship.

A.19.2 PB Online Srl is not an auction house and does not act as an intermediary between the Purchaser and the Seller.

A.19.3 The Seller is not entitled to make representations, make or accept proposals or offers in the name and/or on behalf of PB Online Srl, and cannot make any statements and/or representations (through its Sales Channel or elsewhere) that may contradict what set forth herein.

A.19.4 PB Online Srl, in its turn, is not entitled to make representations, make or accept proposals or offers in the name and/or on behalf of the Seller.

A.19.5 PB Online Srl is not a part and will not be a part to the Purchase Contract and to the consequent relationship between the Purchaser and the Seller.

A.19.6 The Contract will not create, in any way, a relation of exclusivity between the Seller and PB Online Srl. Nothing of what expressed, indicated or tacitly implied in the Contract gives rise or may give rise to any rights, requests and/or claims in connection with the object of the Contract to the benefit of other parties than the Seller and PB Online Srl. The Contract and all its relevant terms, conditions, representations, indemnities clauses, warranties and provisions contained therein are and will be to the exclusive benefit of PB Online Srl, the Seller, the Customers and/or the Purchasers, as the case may be. The Seller will be the sole responsible – vis-à-vis PB Online Srl, the Customer, the Purchaser and/or any other entity, including third parties – for the use by any third party, authorised or not by the Seller, of the Authentication Details, the Website, the Transaction Platform, the Services of the Transaction Platform and/or the MarketPlace

A.20 Applicable Law and Jurisdiction

A.20.1 This Contract is governed by the Italian law. The Seller acknowledges and accepts that, in case of any disputes arising from or in connection with the Contract, the Court of Milan will have exclusive jurisdiction.

SECTION B – TERMS AND CONDITIONS OF THE TRANSACTION PLATFORM ACCESS AND USE SERVICE AND THE MARKETPLACE SUBSCRIPTION SERVICE

B.1 Requirements

B.1.1 In order to be entitled to use the Transaction Platform, the Platform Services, the MarketPlace and the Sales Service on the MarketPlace, the Seller shall specifically request such services by signing the Contract where indicated and sending it to PB Online Srl . In order to benefit from the Logistics Service, the Seller shall submit the relevant request by signing the Addendum where indicated and sending it to PB Online Srl in original.

B.1.2 Access to the MarketPlace and use of the Platform are reserved for those legally entitled to conclude a contract of the same type as this document and be a party to it under the Applicable Laws and having their registered offices in one of the States indicated at paragraph 1.1 of Exhibit 9 to the Contract.

B.2 Registration with the Transaction Platform

B.2.1 In order to register with the Platform, the Seller shall follow the online procedure that may be accessed through the “Become a Seller”(“Diventa Venditore”) section of the Website. Most notably, the Seller shall:

- a) complete the Application Form in all its parts;
- b) download the Contract, whose title page will be already filled in with the data provided by the Seller in the Application Form;
- c) sign, where indicated, the Contract and, in the event that the Seller intends to benefit from the Logistics Service, the Addendum, after carefully reading, examining and understanding it/them;
- d) sign the SEPA Mandate where indicated, after carefully reading, examining and understanding it;
- e) upload the Contract signed, inclusive of all Exhibits, the SEPA Mandate and, as the case may be, the Addendum, along with any Documents, into the specific area of the Website, and send them online to PB Online Srl ;
- f) send the Contract, with all its Exhibits, the SEPA Mandate and, as the case may be, the Addendum, duly signed, in original to PB Online Srl , to the address indicated at the title page, within 3 days as of the date of receipt of the Registration Confirmation Email. Should the Seller decide to benefit from the Logistics Service after the conclusion of the Contract, the same shall send the Addendum duly signed in original to PB Online Srl , to the address indicated at the title page of the Contract, sending online a copy in advance to PB Online Srl , in accordance with the modality indicated at paragraph B.2.1(e) above.

B.2.2 In the event that the registration procedure has been completed successfully, PB Online Srl will send the Registration Confirmation Email to the Seller. Should the registration procedure not have been completed successfully, PB Online Srl will inform the Seller by email.

B.2.3 Registration with the Platform does not imply the Seller's access to the MarketPlace and does not constitute execution of the Contract. It only represents a request by the Seller to be granted access to the MarketPlace and execute the relevant Contract, without prejudice to PB Online Srl 's right to reject it at its own sole discretion.

B.2.4 In the event that PB Online Srl accepts the Seller's request to join the MarketPlace and execute the Contract, PB Online Srl will send a Welcome Email to the Seller. Conversely, should the request to join the MarketPlace and execute the Contract be rejected by PB Online Srl , PB Online Srl will inform the Seller by email.

B.2.5 The effectiveness of the Contract is subject to the execution and retaining of the contract governing the Acquiring Service and the opening and maintaining of the Seller's Payment Account.

B.2.6 Upon registration with the Transaction Platform, the Seller shall provide PB Online Srl with the following documents:

- a) Seller's excerpt from the Companies Register or a similar document issued by a competent authority;
- b) copy of a valid ID document of the Seller's legal representative;
- c) copy of the certificate of assignment of the Seller's tax code or similar document issued by the competent authority, if any.

PB Online Srl reserves the right to request that the Seller provide further documents in addition to those listed above, and to demand that such documentation be certified and/or authenticated through the inclusion of an apostille by a public officer.

B.2.7 The Seller shall expressly indicate in the Application Form the name of its legal representative in office and, whenever requested by PB Online Srl , to provide to PB Online Srl a copy of the documentation evidencing the powers granted to the legal representative indicated in the Application Form and/or a specimen signature of the same.

B.2.8 The Seller is responsible for the truthfulness of the information provided in the Application Form, and undertakes to promptly inform PB Online Srl in writing of any changes concerning said information. In case of failure to inform PB Online Srl , any changes will not be enforceable against PB Online Srl . In any case, the Seller undertakes to hold PB Online Srl indemnified and harmless against any damage, compensation obligation and/or sanction arising from and/or in any way connected with the Seller's breach of the rules regulating registration with the Transaction Platform, the on-boarding rules, the rules on the storage of Authentication Details and/or the updating of its data.

B.2.9 The Seller shall store the Authentication Details with the utmost care and attention. Such data can be used exclusively by the Seller and cannot be transferred to third parties. The Seller is the sole responsible for the storage of the Authentication Details, and undertakes to keep them secret and to ensure that they cannot be accessed by any third parties. Moreover, the Seller will promptly

inform PB Online Srl in the event that the same suspects or becomes aware that such data are being unduly used or disclosed. If the aforesaid data are used, for any reason, by a third party other than the Seller, authorised by the latter or not, the Seller will be liable for such use vis-à-vis any third parties and PB Online Srl .

B.2.10 In any case, PB Online Srl reserves the right to cancel registrations that are made by:

- (i) a Seller with which the same has a pending legal proceeding;
- (ii) a Seller that has breached the Contract, also in the past;
- (iii) a Seller that has been involved in frauds of any kind, and most notably frauds concerning credit card payments;
- (iv) a Seller that has provided fake, incomplete or in any case inaccurate identification data, or has not promptly sent the documents required under this article and/or the Contract to PB Online Srl , or has sent documents that are not valid, without prejudice, in the case set forth in this subparagraph or the subparagraph above, to PB Online Srl 's right to act in defence of its rights, before any authority, including criminal courts, and to PB Online Srl 's right to claim a compensation for any damage suffered.

B.3 Use and functionality of the Transaction Platform

B.3.1 The Seller uses the Transaction Platform and any materials, methods, instructions and information made available or provided in connection with the same, at its own risk and under its direct and sole responsibility.

B.3.2 The Operating Instructions for the Transaction Platform, which constitute the Exhibit 6 to the Contract, are made available to the Seller into the reserved area of the Platform named "Messaging". Further and subsequent updated versions of the Operating Instructions will be made available to the Seller into said area, which each Seller is invited to check on a regular basis before using the Transaction Platform.

B.3.3 The Seller shall strictly comply, in the use of the Transaction Platform, the Platform Services and the Sales Service, to what indicated in the Operating Instructions in force from time to time, which shall be considered as an integral part of the Contract. Consequently, the Seller undertakes to observe the Operating Instructions and use the Transaction Platform, the Platform Services and the Sales Services exclusively in compliance with in the Operating Instructions.

B.3.4 Any use by the Seller of the Transaction Platform, the Platform Services or the Sales Service other than as indicated in the Operating Instructions could result in the Suspension of the Sales Service, pursuant to Art. A.6 above, or, at PB Online Srl 's sole discretion, the immediate termination of the Contract, in compliance with Art. A.4.2 letter (a) above, and the application, in that case, of the provisions set forth by Art. A.5 above. In any case, the foregoing is without prejudice to PB Online Srl 's right to claim any compensation for the damages suffered by the same as a result of the Seller's use of the Transaction Platform not in

accordance with the Operating Instructions.

B.3.5 The Platform enables the Seller to carry out, in accordance with the Operating Instructions, inter alia, the following activities:

- a) to manage its identification and invoicing data, changing and/or updating them at any time;
- b) to include and/or amend the information that will be made available to the Customers in the Seller Page, the Mandatory Information and the Legal Documentation;
- c) to complete, in their Editable Parts, the MarketPlace T&CS, the Model Instructions of Withdrawal and the Model Withdrawal Form;
- d) to make available to the Customers the Seller's T&CS, the Model Instructions of Withdrawal and the Model Withdrawal Form and the Information on WEEE, if applicable;
- e) to provide to the Purchaser on a durable medium, after the conclusion of the Purchase Contract and prior to its performance, all the mandatory pre-contractual information pursuant to the Applicable Laws, and most notably the Seller's T&CS, the Seller's Model Instructions of Withdrawal and the Seller's Model Withdrawal Form;
- f) to include all the Mandatory Information and the Legal Documentation;
- g) to create an offer for a Product already included in the Catalogue using the "Create Offer" ("Crea

Offerta") function;

- h) to add a Product not yet included in the Catalogue using the "Create Product" ("Crea Prodotto") function and subsequently create one or more offers in connection with that Product;
- i) to receive the communication relating to the Purchase of a Product and access to the data required in order to process the relevant Purchase order;
- j) to visualise the Purchase history for the Products and the status of each of them;
- k) if applicable, to send the invoice relating to the Purchase order to the Purchaser and visualise the invoices sent in connection with the other Purchase orders that have generated them;
- l) to receive the Statement;
- m) to inform the PSP of the amount of the Balance, the PB Online Srl Commissions and the Amounts Reimbursed;
- n) to communicate with the Purchaser and/or the Customer in Italian language through the specific messaging system, also for the purpose of enabling the same to submit complaints and/or exercise their rights;
- o) to create, manage and store the documentation relating to the Purchase orders received;
- p) to visualise the Ratings;
- q) to receive communications from PB Online Srl .

B.4 Seller's obligations in connection with the use of the Platform

B.4.1 Without prejudice to the Seller's obligation to follow the Operating Instructions and observe the Applicable Laws, the Seller undertakes to:

- 1. access, at least once a day, the reserved area on the Transaction Platform in order to check the receipt of any Purchase orders and/or communications from PB Online Srl and/or the Purchasers and/or the Customers;
- 2. reply to any requests from PB Online Srl within the aforesaid period;

3. create an offer or a new product, and consequently offer a Product for sale on the MarketPlace, exclusively in the event that such Product is in the Seller's availability;
4. in the event that an offer is created in connection with a Product not included in the Catalogue, enter at least the following data: (i) Product name; (ii) EAN Code; (iii) Product code; (iv) a picture of the product; (v) a description of the Product, adequate in accordance with the Applicable Laws, and most notably the Consumer Code.

B.5 Seller's representations and warranties in connection with the use of the Transaction Platform

B.5.1 The Seller is aware and accepts to be the sole responsible for the activities carried out through the Transaction Platform and, most notably, those indicated at Art. B.3 above.

B.5.2 The Seller undertakes to hold PB Online Srl and the Companies Within the Group indemnified and harmless against any damage, including any sanctions imposed by the competent authorities, that the same may suffer as a result of Upload Errors and/or the activities performed by the Seller through the Transaction Platform and/or in connection with the Mandatory Information and/or the Legal Documentation provided by the Seller through the Transaction Platform and/or omissions concerning said information or documentation.

B.5.3 The Seller declares acknowledges and accept that:

- a) the same Products can be offered on the MarketPlace by various Sellers, in competition with one another, and also by PB Online Srl ;
- b) PB Online Srl is entitled to offer the same Products offered by the Seller at different conditions, which may also be more favourable for the Customers, and can promote on the Website pages, also concurrently with the offer, said more favourable conditions and/or services;
- c) PB Online Srl can be the Buy Box Winner;
- d) PB Online Srl , on the basis of an algorithm created by the same, which takes into consideration also the Ratings and the Seller's performances in general, is entitled to determine the Buy Box Winner and, in general, the ranking of the Sellers and PB Online Srl itself, as a seller, within the Buy Box;
- e) the access to the Website, the Transaction Platform and/or all or part of the the Platform Services could be temporarily suspended, as PB Online Srl cannot ensure the permanent functioning and/ or a permanent access to the Website, the Transaction Platform and/or all or part of the Platform Services, in accordance to what set forth by Art. A.17.2 above;
- f) the publication on MarketPlace of the offers created by the Seller, both in connection with Products already included in the Catalogue and with Products not yet included in it, can be, at PB Online Srl 's sole discretion, postponed, suspended or rejected, and in such a case PB Online Srl undertakes to inform the Seller of the reasons that have caused its decision;
- g) PB Online Srl is not required to check the truthfulness and/ or correctness and/or

exhaustiveness of the information provided and/ or included by the Seller on the Website and/or in the Catalogue through the Transaction Platform, and has no obligation to verify the compliance of said information and/ or the Seller's behaviour to the Applicable Laws and/or the principles of decency, morality and reputability, and, more in general, the behaviour adopted by the Seller.

B.5.4 The Seller undertakes to:

- a) accept the decision of PB Online Srl relating to the Winner of the Buy Box, both in cases where the Seller is the Winner of the Buy Box and in cases where the Seller is not the Winner of the Buy Box;
- b) accept the decision of PB Online Srl relating to the placement of the Seller within the Buy Box;
- c) accept the decision of PB Online Srl regarding the loss by the Seller of the State of Premium Seller;
- d) accept the decision of PB Online Srl regarding the Suspension of the Sales Service for the Seller.

B.5.5 The Seller declares and warrants that it is aware of and accepts that PB Online Srl, in its role as manager of the Platform and the Marketplace, is the person in charge exclusively of determining the Winner of the Buy Box and the positioning of the Sellers on the 'inside the Buy Box and to take the decisions relating to the loss of the Premium Seller Status and the Suspension of the Sales Service and that the final decision is taken by PB Online Srl on the basis of the criteria disclosed to the Seller through this Agreement and that , therefore, the Seller is required to accept these decisions, to respect them, to abide by them and to fulfill any obligation and / or obligation deriving from them.

B.6 PB Online Srl 's representations in connection with the Transaction Platform

B.6.1 In its capacity as the technical-operating manager of the Transaction Platform and the Website, PB Online Srl reserves the right to change, suspend or interrupt, at any time, the functioning of the Transaction Platform and/or part or all of the Platform Services with adequate notice to the Seller, if possible.

B.6.2 PB Online Srl reserves the right to modify and/ or redesign, at its sole discretion, all or part of the Transaction Platform and/or the Website, including the contents, format, layout, characters and any other element (technical, graphic, etc.) of the Transaction Platform and/or the Website.

SECTION C – TERMS AND CONDITIONS OF THE SALE SERVICE ON THE MARKETPLACE

The Sale Service on the MarketPlace enables the Seller to offer the Products for sale to the Customers and to conclude the relevant Purchase Contracts with the Purchasers, in accordance with the provisions of the MarketPlace T&CS and the Seller's T&CS. PB Online Srl merely acts as the technical-operating manager of the Transaction Platform of the Website. Consequently PB Online Srl is and remains excluded from the Purchase Contract. This section applies to all Sales carried

out by the Seller on the MarketPlace.

C.1 MarketPlace T&CS and Seller's T&CS

- C.1.1 The MarketPlace T&CS included in Exhibit 3 to the Contract contain the terms and conditions at which the Seller undertakes to offer for sale and sell the Products on the MarketPlace.
- C.1.2 The Seller represents and warrants to have carefully examined the MarketPlace T&CS and expressly approves them in full.
- C.1.3 The MarketPlace T&CS, duly completed in the Editable Parts, constitute the Seller's T&CS regulating the Purchase Contract and the consequent relationship between the Seller and the Purchaser. The Seller is required to fill in the Editable Parts according to the instructions specifically provided by PB Online Srl (the "Completion Instructions") in compliance with the Applicable Laws, and most notably the Consumer Code. The Seller is not entitled to modify the MarketPlace T&CS except for the Editable Parts, and only in line with the Completion Instructions, the Contract and the Applicable Laws.
- C.1.4 The Seller represents and warrants that the same will not include in the Seller's T&CS terms and/or conditions in conflict with the Applicable Laws, and/or information and/or data that may be untruthful, non-exhaustive, incorrect or inaccurate, and undertakes to hold PB Online Srl and the Companies Within the Group harmless and indemnified against any damage, including any sanctions that may be imposed on the same in case of breach of this provision.
- C.1.5 Moreover, the Seller undertakes to: (i) before the conclusion of the Purchase Contract to make available to the Customer all the Mandatory Information, and most notably that indicated in the E-Commerce Decree, the Consumer Code and Legislative Decree No. 49 dated 14 March 2014, if applicable; (ii) provide to the Purchaser on a durable medium, after the conclusion of the Contract and prior to its performance, the Mandatory Information made available in the pre-contractual phase as set forth by the Applicable Laws, and most notably the Consumer Code; (iii) make available and/or provide, as the case may be, the Legal Documentation, in accordance with the provisions contained in the Applicable Laws, and most notably the Consumer Code.
- C.1.6 Without prejudice to all the provisions contained in the articles above and the Seller's obligation to comply with the Applicable Laws, the Seller, most notably, in connection with each offer, undertakes to provide: (i) thPB Online Srl of the Products inclusive of VAT; (ii) the delivery costs applicable to each delivery method offered to the Customer; (iii) any other costs and/or charges that the Purchaser is required to pay in connection with the Product; (iv) the date by which the same undertakes to deliver the product and/or provide the service; (v) the terms and conditions that apply to the exercise of the Right of Withdrawal, including the address to which the Purchaser shall send the withdrawal notice and the address where the Purchaser shall return the Products,

without prejudice to the fact that, if the Seller, whenever the Completion Instructions allow to do so, intends to provide a period for the exercise of the Right of Withdrawal other than that set forth by the Consumer Code, said period can only be longer than 14 calendar days, without prejudice to the fact that the starting date of such period is the one set forth by law; (vi) the main characteristics of the Products; (vii) the modalities in which the Legal Guarantee of Conformity can be exercised by the Purchaser; (viii) if applicable, the exclusion of the Right of Withdrawal and the conditions and circumstances in which it is not possible for the Purchaser to exercise said right.

C.2 Seller's Representations and Warranties in connection with the offer and Sale of Products

- C.2.1 The Seller represents and acknowledges to be the sole responsible for the offer and Sale of the Products, the Purchase Contract and the consequent relationship with the Purchaser, as well as the truthfulness, correctness, exhaustiveness, accuracy and non-deceptiveness of the Mandatory Information made available and/or provided to the Customers and the Purchasers and of the Legal Documentation.
- C.2.1 bis The Seller acknowledges and accepts that: (i) all the documentation for the Clients and/or the Purchasers, included the Seller's T&CS, the Seller's Model Instructions of Withdrawal, the Seller's Model Withdrawal Form, the CPPC as defined in Art. C.13.1 below, is (and shall be) drafted in Italian language and is (and shall be) made available to the Clients and/or the Purchasers exclusively in such language and, consequently, any translations in other languages shall be deemed provided only for the Seller's internal use and they are only usable for the Seller's convenience; (ii) all the information provided to the Clients and/or the Purchasers, including the Mandatory Information and the WEEE Information, are provided (and shall be provided) in Italian language; (iii) the Platform messaging system enables the Seller to communicate with the Clients and/or the Purchasers, even for the purpose of filing claims and/or exercising their rights even within the scope of the Customer Protection Plan under Art. 13 below, exclusively in Italian language. Therefore the Seller represents and warrants to be able to communicate with the Seller and/or the Purchaser in Italian language.
- C.2.2 The Seller represents and warrants to be free to determine what Products put on sale on the MarketPlace and the relevant quantities, without prejudice to the fact that the Seller is entitled to create offers in connection with them exclusively in the event that the Products are at the Seller's availability when the Seller creates the offer and when he put them on sale, both in the event of a Product already included in the Catalogue and of a Product not yet included in it.
- C.2.3 The Seller undertakes to offer the Products for sale on the MarketPlace at conditions, most notably in terms of price and quality, at least equal to those usually offered by the same through the Sales Channels.

- C.2.4 The Seller represents and warrants that the offer and/or Sale of Products on the MarketPlace does not infringe any third party's rights, and notably the rights of the manufacturer of the Product and/or owner and/or licensee of the trademarks that identify the Products, and that such Sale is fully compliant with the Applicable Laws. To such end, the Seller represents and warrants that: (i) the Products and/or trademark(s) identifying them are authentic, original and not counterfeit; (ii) the Products have been lawfully put on the market of the European Union and lawfully purchased; (iii) the Products are not subject to any selective distribution agreements and/ or agreements prohibiting the distribution of the same by any third parties, including for the purposes of their online resale; (iv) in the event that the Seller is not the manufacturer of the Products, the Seller has purchased them from persons entitled to the sale and/or distribution of the same.
- C.2.5 The Seller represents and warrants that the Products: (i) will be new products and compliant with the Applicable Laws (including but not limited to laws on: distance sales and e-commerce; protection of consumer rights; prohibition of sale to minors; labelling; Legal Guarantee of Conformity; copyright and intellectual property rights; fair competition, etc.) ; (ii) will not contain erotic, pedo- pornographic, pornographic, dangerous, defamatory and/ or obscene material; (iii) will not be included on the List of Banned Products.
- C.2.6 The Seller represents and warrants that the Products: (i) will not have defects that make them unsuitable for the sale and for the purpose for which for which goods of the same type are normally used or dangerous to people and objects; (ii) are not counterfeits infringing third parties' rights; (iii) will have all the manufacturing and packaging features required for their commercialisation; (iv) will be compliant to the legislation in force in the country where they are commercialised and delivered.
- C.2.7 The Seller also represents and warrants that the Products (including the relevant packaging) will be perfectly compliant to the characteristics and requirements indicated: (i) in this Contract; (ii) the Purchaser Contract, the MarketPlace T&CS, and the Seller's T&CS; (iii) in the Mandatory Information and the descriptions of such Products published on the Website; (iv) in any documents, instructions and/or materials provided to the Seller by the manufacturer/distributor/licensee of each Product; (v) on the Website ,on the Transaction Platform and/or into the reserved area of the Transaction Platform, and in any other place where the Seller has provided and/or published information concerning the Products. The Seller undertakes to follow, in any case, any recommendations provided by the manufacturer / distributor / licensee of each Product, including those recommendations that these latter could provide in connection with the date of launch of the Product, to be considered as the first date prior to which the information relating to the Product cannot be disclosed to the public , or prior to which the Product cannot be made available to Customers.
- C.2.8 The Seller is, and acknowledges to be, the sole responsible for the compliance of the Product to the characteristics and requirements, including its availability, made available or provided to the Customer, and assumes, directly, any risk arising from and/or related to such responsibility, hereby undertaking to hold PB Online Srl indemnified and harmless in that regard.
- C.2.9 The Seller represents to be able to provide and undertakes to do so, for each Product, in the format requested by PB Online Srl , the Mandatory Information and the Legal Documentation. The Seller is, and acknowledges to be, the sole responsible for any information concerning the same and the Mandatory Information (including the truthfulness, correctness, accuracy, updating and exhaustiveness of such information) and the relevant publication and/or presentation on the Transaction Platform, the MarketPlace, the Website, in the Catalogue, transaction emails, including the order confirmation email, and in any other place, also virtual, where such information is provided and/or made available to the Customers and/or the Purchasers; the Seller is, and acknowledges to be, the sole responsible for the compliance of all said information to the Applicable Laws and/or any other documents, instructions and/or materials provided by the manufacturer/distributor/licensee of each Product. Therefore the Seller shall constantly check said information, publication, presentation and/or compliance of the same to the Applicable Laws, and promptly inform PB Online Srl of and immediately correct any inaccuracies, errors, anomalies and/or omissions, of any kind; likewise, the Seller hereby undertakes to promptly correct any inaccuracies, errors, anomalies and/or omissions that PB Online Srl may find and report to the same.
- C.2.10 The Seller is, and acknowledges to be, the sole, inter alia, for the following: (i) the delivery of the Products to the Purchaser, save for, in the event that the Seller benefits from the Logistics Service, the cases in which PB Online Srl may be held liable under Art. 9 of the Addendum; (ii) the application of the Right of Withdrawal or its exclusion; (iii) the application, or failed application of the Legal Guarantee of Conformity, and undertakes to hold PB Online Srl and the Companies Within the Group indemnified and harmless against any damage that the same may suffer in connection with any violation of the Applicable Laws, the MarketPlace T&CS, the Seller's T&CS, the Legal Documentation and/ or the Purchase Contract, in connection with the Right of Withdrawal, delivery and/or Legal Guarantee of Conformity.
- C.2.11 The Seller also undertakes not to redirect its Customers and/or Purchases to its Sales Channels, and not to redirect any transactions with the Customers and/or Purchasers outside the Transaction Platform, undertaking, to the greatest possible extent and as set forth by Applicable Laws, to communicate with the Customers and Purchasers through the specific messaging system offered by the Transaction Platform.

C.3 PB Online Srl 's activity

C.3.1 Without prejudice to what set forth by Art. A.17 and B.5.3(f) above, and Art. C.3.2 below, PB Online Srl, in its capacity as the technical-operating manager of the Transaction Platform and the Website, will make its best effort to ensure that the Products are promptly included in the Catalogue in accordance with the Contract, any guide lines, and other recommendations that PB Online Srl will provide to the Seller, into his Platform reserved area, and which, once made available to the Seller in such a way, will become an integral part of this Contract.

C.3.2 PB Online Srl reserves the right, in any case, to do the following: (i) prohibit the Seller from including in the Catalogue, or remove from the Catalogue if already included, Products appearing on the List of Banned Products or non compliant to the Applicable Laws, the Contract, the Legal Documentation, the Mandatory Information and/or the Purchase Contract; (ii) suspend the commercialisation of the Products, in the event that it is not compliant to the Contract and/or the Purchase Contract and/or the Seller's T&CS and/or the guide lines provided by PB Online Srl under Art. C.3.1 above; (iii) adopt any measures that may be reasonably necessary or useful in order to prevent the commercialisation of Products that are not compliant to the Applicable Laws, included in the List of Banned Products and/or in an incorrect or non-relevant product category of the Catalogue, promptly informing the Seller thereof.

C.3.3 PB Online Srl undertakes to ensure that the Seller, through the Transaction Platform, may have at its disposal and access all the data required to handle Purchaser orders, so as to promptly manage and process them and ensure the due performance of the same.

C.4 Conclusion of Purchase Contracts between the Purchaser and the Seller

C.4.1 In accordance with the provisions contained in the MarketPlace T&CS and the Seller's T&CS, the Purchase Contract is entered into by the Seller and the Purchaser directly. Consequently, the Seller is and will be the sole responsible in connection with the conclusion and performance of the Purchase Contract, being PB Online Srl exempted from any liability arising from the conclusion, termination and/or performance or failed performance of the Purchase Contract. The Seller hereby undertakes to hold PB Online Srl and the Companies Within the Group harmless and indemnified against any liability of any kind arising from or in connection with the conclusion, termination, failed conclusion and/or performance and/or failed performance of the Purchase Agreement

C.5 Sales Proceeds

C.5.1 The Sales Proceeds of each relevant Reference Period, net of Cancellations, if any, relating to such period will be credited to the Seller's Payment Account, in accordance with the terms and conditions of the contract regulating the Seller's Payment Account.

C.5.2 The Net Balance will be transferred to the Seller's Bank Account within the Business Day following the relevant Settlement Date, in compliance with the Settlement Rules, and in accordance with the terms of conditions set forth by the contract regulating the Seller's Payment Account. For such purpose, the Seller, in connection with each Settlement Date:

- a) appoints PB Online Srl to calculate the Sales Proceeds, the Amounts Reimbursed and the Pending Amounts;
- b) authorises PB Online Srl to calculate the Balance;
- d) authorises PB Online Srl to inform the PSP, through the Transaction Platform, of the Balance amount

C.5.3 The Seller undertakes not to carry out transactions through the Payment Account unless as agreed in the Contract, the Settlement Rules, and most notably Art. C.5.2 above, and in any case not to issue any payment order in connection with said account in the event that the Seller owes any amount to PB Online Srl for any reason under the Contract.

C.5.4 Without prejudice to what set forth by Articles A.5.2, last paragraph, and A.6.4, last paragraph, above, the Seller authorises PB Online Srl not to make the communication under Art. C.5.2 (d) in the event that the Balance is negative. If the Balance is negative for three consecutive Settlement Dates, the Seller authorises PB Online Srl to have recourse to the Seller's Guarantee under Art. A.9 above for the collection of the amounts due by the Seller to PB Online Srl in connection with the Reference Periods in which the Balance was negative.

C.5.5 The Seller acknowledges and accepts that all the transactions referred to in the Contract are carried out and may be carried out exclusively in Euros, excluded any currency other than Euro, even if in force in the State where the Seller has its registered office.

C.6 Deletion/cancellation of Purchase orders

C.6.1 The Seller undertakes not to delete and/or cancel any Purchase order, unless authorised to do so by the Applicable Laws, the MarketPlace T&CS and/or the Contract.

C.7 Delivery of the Products Sold

C.7.1 The Seller undertakes to deliver the Products by the date, to the place and in accordance with the modalities indicated in the MarketPlace T&CS, the Seller's T&CS and the Purchase Contract. For the purposes of this Contract, and unless otherwise specified, the date of delivery of the Product to the Purchaser is calculated as from the date of conclusion of the Purchase Contract (i.e. the placement of the Purchase order). The delivery of the Product to the Purchaser is deemed carried out when the latter, or a third party designated by the same and other than the carrier, acquires the physical possession or control of the Product. The Seller represents and warrants that, before carrying out the delivery of the Products, the same will have verified and ascertained (and will constantly verify and ascertain) to be able to store, ship, transport and/or deliver the Products Sold in accordance with the Applicable Laws, the

Seller's T&CS and the Contract, and will have fulfilled all obligations or requirements (including with respect to any documentation, information, proceeding or customs procedure required and any tax liabilities or any other obligations existing) under the Applicable Laws, the Seller's T&CS or the Contract, arising from or in connection with the storage, shipment, transport and/or delivery. Most notably, the Seller represents and warrants to be the sole responsible for obtaining the licenses, permits, authorisations and any other documentation (including but not limited to import/export license) set forth by the Applicable Laws, the Seller's T&CS and the Contract, for the purposes of the delivery of the Products Sold (for the purposes hereof to be considered as the service inclusive of all storage, shipment, transport and/or delivery activities for which said documentation is required), and that any relevant expenses and/or costs will be borne by the same on an exclusive basis.

C.7.2 The Seller may offer one or more shipment types to the Customer choosing among those enabled by the Platform. In any case, the Seller shall offer at least the "Express Courier delivery (1-2 business days)" shipment type to its Customers. Without prejudice to the Seller's responsibility in case of failure to indicate in the Purchase Contract the date by which the Seller undertakes to deliver the Products to the Purchaser – the delivery date is calculated by adding to the days required for the processing of the order, as indicated by the Seller through the Transaction Platform, the days required by each shipment type – the Seller, for the purpose of calculating the delivery date to be indicated in the Purchase Contract, undertakes to indicate, through the Transaction Platform, in connection with each offer and/or Product, the days required for the processing and/or the shipment of the Purchase orders. It is understood that, in case of failure to provide such information, in order to calculate the delivery date to be indicated in the Purchase Contract, the period of "1- 2 business days" will be considered. It is also agreed between the Parties that, for the purposes of the delivery to the Purchaser, Saturday is not considered a business day.

C.7.3 Should the Seller not benefit from the Logistics Service, the same undertakes to choose the carrier(s) to be appointed for the transport and delivery of the Products Sold to the Purchaser among carriers of proven and known expertise and experience, without prejudice to the fact that the Seller is and will be the sole responsible vis-à-vis PB Online Srl and the Purchaser for the activities performed by said carriers. It also agreed between the Parties all representations, warranties and indemnity clauses provided by the Seller under the Contract will apply to the activities carried out by said carriers.

C.7.4 The Seller also undertakes to: (a) pack each Product in compliance with the Applicable Laws and/or in a way which is suitable and adequate for the purpose, avoiding to use any packaging identified trademarks, images and/or logos of any third party other than the Seller; (b) ship and deliver the Products to each of the countries listed in paragraph 1.2 of Exhibit 9, indicated in

the Seller's T&CS, and/or indicate any limitations and/ or exclusions that apply to the delivery; (c) provide to the Purchaser and/or PB Online Srl , upon their mere request, information concerning the shipment date, delivery date, the status and details of the shipment and/or delivery, including any relevant documentation and the name of the carrier(s) in charge of the delivery to the Purchaser; (d) observe the procedure set forth by the MarketPlace T&CS, and have it observed, in case of failed delivery due to the absence of the addressee; (e) include in the parcel, in connection with each Product, a dispatch note/delivery note or another suitable transport document.

C.7.5 Each logistics class corresponds, with respect to each shipment modality, to a cost of delivery. The Seller may freely determine in which class the Product should be included. The cost for the delivery of the Product will be that corresponding to the class chosen for the Product by the Seller, and to the shipment modality/ies offered by the Seller, pursuant to Art. C.7.2 above. Moreover, the Seller may include free-of-charge deliveries for each Product and/or offer and/or at the achievement of certain thresholds of purchase. The Seller shall indicate in the Seller's Model Instructions of Withdrawal and/ or in any case to make available to the Customer prior to the conclusion of the Purchase Contract, the costs of returning the Products that, in the event of the exercise of the Right of Withdrawal, the Purchaser might be required to pay if such Products, by their nature, cannot normally be returned by post, as set forth by the Consumer Code; the Seller shall provide the Customer with the confirmation of such information on a durable medium, prior to the delivery of the Products.

C.7.6 In any case the Seller represents and warrants to have constantly and at any time stocks of Products such as to enable him to deliver them to the Purchaser within the delivery date specified in the Purchase Contract. The Seller undertakes to hold PB Online Srl and the Companies Within the Group harmless and indemnified against any damage, including any sanctions applied by the competent authorities, that the same may suffer as a result of a supervening unavailability of the Products Sold and/or a delayed or failed delivery of such products.

C.8 Right of Withdrawal – Legal Guarantee of Conformity

C.8.1 The Seller is the sole responsible for application of the Right of Withdrawal and the Legal Guarantee of Conformity in connection with the Products Sold. Accordingly, it is to the Seller that the Purchaser can and shall refer for the exercise of said rights, and in respect of which PB Online Srl is totally exempted. Any requests relating to the exercise of the Right of Withdrawal and/or the Legal Guarantee of Conformity mistakenly received by PB Online Srl will be promptly forwarded to the Seller by PB Online Srl .

C.8.2 By way of example only, it is important to specify that the Seller is (and the same represents and acknowledges to be) the sole responsible for: (1) in connection with the Right of Withdrawal: (i) the acceptance or rejection of withdrawal requests; (ii)

the payment of reimbursement within the period set forth by law; (iii) assessment on the existence of a diminished value of the Product, pursuant to the Consumer Code, and the calculation of the relevant amount and/or the corresponding reduction in the amount to be reimbursed (2) in connection with the Legal Guarantee of Conformity: (i) the decision as to the existence or not of a Lack of Conformity; (ii) the procedure to be followed to return Product and refund the relevant expenses; (iii) the repair or replacement of the Product, or in the event of a reduction in thPB Online Srl or termination of the Purchase Contract, the relevant refunds, in part or in full.

C.8.3 The Seller undertakes to hold PB Online Srl and the Companies Within the Group harmless and indemnified against any damage suffered by the same in the event of a breach by the Seller of the Applicable Laws, the Purchase Contract, the Legal Documentation and/or the Contract in connection with the Right of Withdrawal and/or the Legal Guarantee of Conformity.

C.9 Management of claims and disputes between the Seller and the Purchaser

C.9.1 The Seller is the sole responsible for any claims, complaints, disputes, suits, requests for refund and/or compensation - including for damages of any kind, known and unknown, suspected and non-suspected, reported and unreported – that might be made by Customers and/or Purchasers, other Sellers and/or any other third party (each individually and all collectively the “Disputes”), and for any damages and/or prejudice that the Customers, Purchasers, other Sellers and/or any other third party might suffer (“Damages”) as a consequence of the following:

- (i) non-compliance to the Applicable Laws, inaccuracies, mistakes, anomalies and/or omissions of any kind, in connection with the information concerning the Seller, the Mandatory Information and/or any other information provided by the Seller on the Transaction Platform, the Marketplace, the Catalogue, and anywhere on the Website, including in the Legal Documentation and the Purchase Contract;
- (ii) Shipment Errors – save what set forth by Art. 9 of the Addendum, if the Seller has chosen to benefit from the Logistics Service -, Upload Errors and Other Errors;
- (iii) incorrect, incomplete or misleading information in connection with the Seller, the Mandatory Information and/or any other information inserted and/or provided by the Seller for the purpose of being included on the Transaction Platform, the Marketplace, in the Catalogue and anywhere on the Website, including the Legal Documentation and the Purchase Contract;
- (iv) non-compliance with the Applicable Laws of the Products and/or the Mandatory Information and/or their incorrect, incomplete, misleading and/or illegitimate publication on the Transaction Platform, the Marketplace, in the Catalogue, and anywhere on the Website;
- (v) failed, incorrect, delayed or incomplete conclusion and performance of the Purchase Contract or one or more obligations arising from the Contract, the Marketplace T&CS, the Seller's T&CS and/or the

Purchase Contract.

C.9.2 The Seller undertakes to promptly resolve, also by means of the procedures made available to the Seller by the Transaction Platform, the Disputes and to compensate any Damage. In addition, the Seller undertakes to comply with the provisions on alternative dispute resolutions and on line dispute resolution set forth in Article 141 et subsequent of the Consumer Code implementing Directive 2013/11/EU and in Regulation (EU) no. 524/2013.

C.9.3 In consideration of the fact that PB Online Srl is not a part to the Purchase Contract, should a Dispute arise, the Seller hereby exempts PB Online Srl (as well as its executives, legal representatives, directors, employees and/or agents) from any liability in connection with said Disputes, and undertakes to hold PB Online Srl harmless and indemnified, with all the Companies Within the Group, against any liabilities, request for refund and/or compensation, arising from or related to the Disputes or the Damages suffered by Customers, Purchasers, other Sellers and/or any other third party.

C.10 Withdrawal from or termination of the Purchase Contract; replacements or returns; refunds

C.10.1 Without prejudice to what set forth in the previous articles, the Seller undertakes to:

- (i) handle the Purchasers' requests in connection with the following: withdrawal from the Purchase Contract; termination of the Purchase Contract; replacements, returns and/or the relevant refunds, in compliance with the Applicable Laws, the Contract, the Legal Documentation, the Purchase Contract and any policies in that regard of which PB Online Srl informs the Seller;
- (ii) calculate the amount of any refunds due for any reason by the Seller to the Purchaser, in compliance with the Applicable Laws, the Contract, the Legal Documentation, the Purchase Contract and the policies adopted by PB Online Srl, if any;
- (iii) pay any refunds due at any title by the Seller to the Purchaser, in compliance with the Applicable Laws, the Contract, the Legal Documentation, the Purchase Contract and the policies adopted by PB Online Srl, if any.

C.10.2 PB Online Srl reserves the right to inform the Customers and/or Purchasers of the existence and contents of the policies under Art. C.10.1 above.

C.11 Credit Card Frauds

C.11.1 The Seller authorises PB Online Srl to perform a fraud management activity in connection with the payment requests relating to the Products Sold (“Payment Requests”), and grants it the right, in the performance of said activity, at its own discretion, to: (i) withhold the processing of the Payment Requests for the purpose of carrying out checks and verifications; (ii) refuse to process the Payment Requests; (iii) block the processing of Payment Requests.

C.11.2 In the event referred to in Art. C.11.1 (ii) and (iii), the Seller undertakes, upon PB Online Srl 's request, to terminate the Purchase Contracts relating to blocked and/or unprocessed Payment Requests and, if the Products have already been shipped, to make its best effort to prevent the delivery to the Purchaser, without prejudice to the fact that the Seller is the sole responsible in connection with the Charge-back, and that the Seller undertakes to hold PB Online Srl and the Companies Within the Group harmless and indemnified against any damage that they may suffer as a result of Cancellations and/or Charge-backs.

C.12 Products subjected to WEEE

C.12.1 In the event that the Seller sells EEE Products, as defined in Legislative Decree No. 49 dated 14 March 2014, the Seller shall comply with the relevant legislation in force, and most notably what set forth by the aforesaid decree ("WEEE Legislation").

C.12.2 The Seller represents and warrants that, when the same offers for sale an EEE Product on the MarketPlace, it will have already complied with the WEEE Legislation, and that will provide the Customers with all the information that, under said legislation, the distributor of an EEE Product shall supply.

C.12.3 The Seller undertakes to hold PB Online Srl and the Companies Within the Group harmless against any damage, including any sanctions imposed by the competent authority, that the same may suffer as a consequence of the Seller's violation of the WEEE Legislation.

C.12.4 Without prejudice to what set forth in the paragraphs above of the present article, PB Online Srl reserves the right to check the Seller's compliance with the WEEE Legislation. Should it emerge that the Seller is not compliant with the WEEE Legislation, PB Online Srl will invite the Seller to cure such violation within 7 days, and will notify him that, in case of failure to do so, the Contract will be deemed terminated by operation of law, as from the Termination Date, pursuant to Art. 1454 of the Italian Civil Code. The Seller expressly acknowledges and accepts that the period provided for the performance is shorter than the one set forth by Art. 1454 of the Italian civil code.

C.13 Customer Protection Plan

C.13.1 Without prejudice to what set forth by the Contract and by this section C hereunder (see, most notably, Articles C.1, C.2, C.6, C.7, C.8, C.9 and C.10) and to the fact that the Seller shall and undertakes – and will make its best effort – to promptly solve, also through the procedures on Alternative Dispute Resolution (e.g. ADR/ODR) set forth in the Consumer Code, as well as through the procedures made available to him on the Transaction Platform, the Disputes and to indemnify any Damage, the Seller acknowledges and accepts that the Purchaser may activate – at the terms and conditions regulating the access to and activation of the Customer Protection Plan ("Customer Protection Plan Conditions" or

"CPPC"), as contained in Exhibit 8 to the Contract – the alternative claim resolution scheme, named "Customer Protection Plan", which enables the Purchaser to submit to PB Online Srl 's exclusive decision any claim made by the same vis-à-vis the Seller

C.13.2 For the purposes of what set forth by the present article, the Seller declares:

- (i) to have carefully read, prior to the execution of the Contract, to accept and to undertake to observe the CPPC, as contained in Exhibit 8 to the Contract;
- (ii) to acknowledge and accept that the Customer Protection Plan is provided free of charge to the Purchaser, and consequently no expenses will be charged to the latter in connection with it;
- (iii) to undertake to make available to the Purchaser the CPPC, in Italian language, prior to the conclusion of the Purchase Contract, and provide them to the same in Italian language on a durable medium after the conclusion of said contract and prior to its performance;
- (iv) to undertake to provide the Purchaser, with any other information in Italian language on the Customer Protection Plan, upon mere request by the Purchaser and, in any case, at any time it may be necessary or useful;
- (v) to acknowledge and to accept that – except for the cases in which the Purchaser seeks to obtain/ obtains undue double indemnities, refunds, compensations or any other benefit or advantage – the Customer Protection Plan does not replace, restrict or cause prejudice to, and does not exclude, the rights and remedies granted to the Purchaser by the Applicable Laws (and most notably the Right of Withdrawal and the Legal Guarantee of Conformity) and that the Purchaser, at the conditions set forth by the Applicable Laws, is always entitled to exercise or receive. The CPP does not replace, restrict, cause prejudice to and/or exclude any rights, remedies, conventional guarantees and/or further assistance from which the Purchaser may benefit under the Seller's T&CS, and that consequently the Seller might be required to fulfil both the obligations vis-à-vis the Purchaser set forth by the Applicable Laws, this Contract, the Purchase Contract and/or the Seller's T&CS, and the obligations arising from the decision adopted by PB Online Srl in connection with any claims submitted via the Customer Protection Plan, if any;
- (vi) to acknowledge and accept that, under the Customer Protection Plan, PB Online Srl is the only entity in charge of setting the Purchaser's claims and that PB Online Srl is entitled to set the claim at its sole discretion, according to any criteria that PB Online Srl may deem appropriate; consequently the Seller undertakes to accept, respect and comply with the settlement made by PB Online Srl and fulfil any obligations and/or requirements arising from it, without any possibility of questioning and/or challenging it;
- (vii) to acknowledge and accept that the language of the Customer Protection Plan (and therefore, including but not limited to, all the communications provided therein) is exclusively the Italian language.

C.13.3 C.13.3 Without prejudice to what set forth by art. C.13.4 below, the Customer Protection Plan

can be activated by the Purchaser exclusively in the following circumstances

- (i) Product Sold not received: the Product Sold has not been received by the Purchaser within 3 (three) days following the date of delivery indicated in the order confirmation email received by the Purchaser, or in any case within thirty (30) days of the date of conclusion of the Purchase Contract, as indicated based on the Seller's T&CS;
- (ii) Product Sold materially different from the description published on the Product Page contained in the Catalogue: the Product Sold received by the Purchaser is materially different from the description of the product itself, as published by the Seller in the Product Page of the Catalogue. "Product Page" means the informational page showing the main characteristics of each Product; "Product Sold materially different from the description published on the Product Page contained in the Catalogue" ("PSMD") means a Product which is essentially different from the description of the product itself, as published by the Seller in the relevant Product Page of the Catalogue.

By way of example only, a PSMD is:

- a Product Sold which is totally different from that described on the relevant Product Page (e.g. I bought a mixer but I received an iron);
- a Product Sold without some parts or accessories, whose absence has not been indicated by the Seller on the relevant Product Page;
- a parcel containing only the original packaging of the Product Sold, but not the Product Sold itself (e.g. I bought a mobile phone, but the parcel delivered contains only the original box of the phone, without the device). Without prejudice to the Right of Withdrawal inuring to the benefit of the consumers by the Consumer Code, and to any other rights and reliefs inuring to the benefit of the consumers by law, the following, without limitation, cannot be considered PSMD:
 - Products Sold that show only formal and not material differences with respect to the description on the relevant Product Page;
 - Products Sold correctly described on the Product Page, but which the Purchaser no longer wishes to have, after receiving them;
 - Products Sold correctly described on the Product Page, but which do not meet the Purchaser's expectations;

- (iii) Failed or partial refund: for the settlement of a preventive claim made by the Purchaser vis-à-vis the Seller and/or at any other title (e.g. subsequently to the Purchaser's withdrawal from the Purchase Contract; as a consequence of the activation of one of the voluntary procedures under the Seller's T&CS, etc.), the Seller has accepted to make a refund in favour of the Purchaser, but failed to do so by the date agreed upon with the same, and in any case within 7 days of the day on which the refund due was agreed with the Purchaser, or has refunded an amount that is lower than the sum agreed upon with the Purchaser.

C.13.4 The activation of the Customer Protection Plan is not allowed:

- (i) in connection with Products Sold whose Total Purchase Price, as indicated in the order confirmation email received by the Purchaser, exceeds Euro 2,500;
- (ii) in connection with Products Sold paid for by credit card, and in respect of whose payment the holder of the credit card used for the payment has rejected or not authorised the relevant payment order;
- (ii) in connection with Products Sold of which the Purchaser has rejected the delivery, if the return shipment of the Product Sold rejected by the Purchaser cannot be tracked;
- (iv) in connection with goods and/or Products Sold other than the physical goods specifically identified at the time of the relevant purchase and not personalised, and consequently by way of example only, in connection with intangible items, services, personalised items, access to digital content, subscription services and the like, objects equivalent to cash (including, inter alia, vouchers and gift cards), etc. On the relevant Product Page devoted to each Product, the Seller shall indicate if the Customer Protection Plan is excluded for said Product; should the Seller not indicated such exclusion, the Customer Protection Plan shall apply to said Product, and the Seller will be bound by any obligations and/or performance deriving therefrom.

C.13.5 Should the Purchaser send an activation request to PB Online Srl in connection with the Customer Protection Plan, PB Online Srl will preliminarily check that it is compliant to what set forth in the CPPC. In case of favourable outcome, PB Online Srl will inform the Seller, through the Platform, that in connection with a specific Product Sold and a consequent claim submitted by the Purchaser and for which the Seller failed to send a reply within 7 business days of its shipment, the Customer Protection Plan has been activated; said communication will also indicate the date by which the investigation phase of the claim will be considered ended, and the maximum duration of the Customer Protection procedure ("CPP Start Notice"). Conversely, in the event that PB Online Srl deems that the activation request submitted by the Purchaser cannot be accepted, PB Online Srl will inform the Seller, through the Platform, that an activation request had been made in connection with the Customer Protection Plan.

C.13.6 As a consequence of the CPP Start Notice, PB Online Srl will start the relevant investigation. In the course of said phase, PB Online Srl may request that both the Seller and the Purchaser provide documentation (including but not limited to receipts, transport documents, delivery notes, bank statements, emails, letters, recordings, third party's opinions, minutes written by the competent public safety authorities, photographs, etc.) in defence of their respective positions. Documents containing incomplete, partial, illegible information, or information provided by the same party intending to provide evidence of a specific circumstance will be assessed very carefully by PB Online Srl, and may be deemed not usable by the latter for the purposes of the Customer Protection procedure, and consequently not taken into account.

Most notably, the following may be requested:

- (i) in the event under art. C.13.3(i),

with respect to the Seller: a document tracking the shipment made to the Purchaser; the documents, if any, evidencing the delivery made (the so-called POD), the absence of the addressee, and/or the reshipment of the Product Sold to the Seller as a consequence of the failed delivery to the addressee, and the tracking of said reshipment; with respect to the Purchaser: the report, if made, to the competent public safety authorities evidencing the failed delivery of the Product Sold and/or the Purchaser's disallowance of any signature placed in the name of the same in any document concerning the delivery of the Product Sold; clear and convincing evidence showing the failed delivery of the Product Sold, if any;

(ii) in the case under art. C.13.3 (ii), with respect to the Seller: a document tracking the shipment to the Purchaser; insurance policies, if any; documents and pictures evidencing the condition and content of the parcel in which the Product Sold had been put, and/or the reshipment of the Product Sold to the Seller by the addressee and the tracking of said reshipment; with respect to the Purchaser: the report, if made, to the competent public safety authorities (e.g. concerning the absence of the Product Sold inside the parcel with which the same had been delivered and/or the Purchaser's disallowance of any signatures placed in the name of the same in any document concerning the delivery of the Product Sold); if significant, the original package of the Product Sold;

(iii) in the case under Art. C.13.3 (iii), with respect to the Seller: the documents, if any, evidencing the refund made and the relevant amount, and/or the reshipment of the Product Sold to the Seller and the tracking of said reshipment; with respect to the Purchaser: the report, if made, to the competent public safety authorities (e.g. concerning the failed refund); evidence showing the failed refund, if any. If necessary, PB Online Srl may also request that the Seller or the Purchaser make available to PB Online Srl, or make available to the Seller or to a third party at hand, the Product Sold in connection with which the Customer Protection procedure has been activated. Said request will be met at the expenses and through the effort of the party to which PB Online Srl makes such a request. The investigation hereunder must be closed by and no later than the date indicated by PB Online Srl pursuant to Art. C.13.5. After such deadline, neither the Seller nor the Purchaser may send any requests, statements, documents, materials of any kind or any other communications to PB Online Srl.

C.13.7 Once the investigation is completed, PB Online Srl will issue, by the date indicated by the same pursuant to Art. C.13.5, a final decision which may be in favour of the Purchaser or the Seller. The Seller and the Purchaser will be informed of such decision by email and, whenever required, confirmed by PEC or registered letter with acknowledgement receipt within 5 business days of the shipment of the aforesaid email. Both in the event that PB Online Srl's decision is favourable to the Seller and in the circumstance that it is favourable to the Purchaser, any expenses and/or costs incurred by the parties in connection with the activation and management of the Customer Protection procedure, the relevant investigation, and the implementation of PB Online Srl's decision,

will be borne by the same, within the limits of their responsibility. Under no circumstances will PB Online Srl make refunds, pay compensations, use offsets, or pay indemnities of any kind to the Seller, the Purchasers or to any third parties. In the event that matter is resolved favourably for the Purchaser, and in its final decision PB Online Srl orders that the Seller refund the Purchaser, the former accepts, unless otherwise indicated, that the refund includes the Total Purchaser Price for the Product Sold, as shown by the order confirmation email received by the Purchaser. Moreover, in any case in which a refund is ordered to the benefit of the Purchaser, the Seller accepts – and undertakes – to comply by the deadline and in accordance with the conditions and modalities indicated by PB Online Srl in its decision. Furthermore, in the event that, in the course of the investigation procedure, PB Online Srl requests that the Seller accept the return of a Product Sold, or repair and/or replace it with another Product, and the Seller refuses to accept such return, repair or replacement, PB Online Srl might resolve the procedure in favour of the Purchaser.

C.13.8 In any case in which the Customer Protection Plan hereunder is applied, the Seller undertakes to hold PB Online Srl and the Companies Within the Group harmless and indemnified against any liabilities and refund and/ or compensation claims arising from or related to the investigation and/or the decision relating to the dispute submitted to the Customer Protection Plan.

SECTION D – Terms and Conditions of the Sub-Licence

D.1 Sub-Licence

D.1.1 TD.1.1 The PSP is the owner of the TTP Module.

D.1.2 The PSP has provided PB Online Srl with a free of charge licence of the TTP Module and the right to sub-license the TTP Module ("License").

D.1.3 PB Online Srl has integrated the TTP Module in the Transaction Platform.

D.1.4 PB Online Srl provides the Seller with a free of charge (sub-) license of the TTP Module in order to allow the Seller to process the Payment Requests performed using the Payment Instruments in connection with the Sale.

D.1.5 The TTP Module operations and technical instruction are made available to the Seller together with the Transaction Platform Operations Instructions.

D.1.6 The Seller is entitled to access to the TTP Module by using the Authentication Details.

D.1.7 The Seller authorizes PB Online Srl to perform all the functions of the TTP Module and notably to process via the TTP Module the Payment Requests and the request of Cancellation.

D. 1. 8 The Sub-Licence is provided for the term of the Contract. The Sub-Licence will terminate immediately in case of termination of the Contract or the License.

D.1.9 The Seller, as sub-licensee, appoints PB Online Srl to perform all the necessary technical activities required to use the TTP Module.

The Seller declares to have carefully read the Contract, and to have understood it and accept it in full.

Signature
.....

Pursuant to Articles 1341 and 1342 of the Italian civil code, the Seller specifically approves the following clauses of the Contract:

- A.3.2 (a) (PB Online Srl 's right of withdrawal with 10 days' notice); A.3.2
- (b) (PB Online Srl 's right of withdrawal without notice); A.3.3, paragraph iii (consequences of PB Online Srl 's withdrawal under Articles A.3.2 (a) and A.3.2 (b) of the Contract; A.3.3, last paragraph (PB Online Srl 's withdrawal effective date under Articles A.3.2
- (a) and (b) of the Contract; A.3.4, paragraph I (PB Online Srl 's right of withdrawal in case of liquidation procedures, seizure, forced sale, appointment by the court of an administrator of the assets or the business of a Party; A.3.4, paragraph II (consequences of PB Online Srl 's withdrawal under Art. A.3.4, paragraph I of the Contract); A.3.4, last paragraph (effective date of PB Online Srl 's withdrawal under Art. A.3.4 of the Contract);
- A.5.2 (restrictions during the Limited Access Period); A.5.3 (consequences of the beginning of the Limited Access Period); A.5.4 (obligations of the Seller in the Limited Access Period); A.6.1 (causes of Suspension of the Sales Service); A.6.3 (duration of the Suspension of the Sales Service);
- A.6.4. (restrictions during the Suspension of the Sale Services);
- A.6.5 (exclusion of PB Online Srl 's liability in connection with damages suffered by the Seller in the period of Suspension of the Sales Service and Seller's waiver of any relevant action); A.6.6 (Seller's obligations in the period of Suspension of the Sales Service);
- A.9.2 (reduction to 5 days of the period granted by law in case of pre-notification in connection with the SEPA Mandate); A.9.3 (reduction to 5 days of the period granted in the termination notice pursuant to art. 1454 of the Italian civil code in case of failed payment via the SEPA Mandate); A.9.4 (withdrawal without notice from the Contract and/ or Suspension of the Sales Service in case of failed prompt payment of the security deposit); A.16.6, last paragraph (obligation of PB Online Srl 's prior consent to settlements or decisions that can be challenged, in the event that PB Online Srl exercises its right to support the Seller in the defence against a Claim); A.17.2 (exclusion of PB Online Srl 's liability in case of acts of Gods/ force majeure, facts not due to PB Online Srl 's misconduct/ gross negligence and/or due to a third party); A.17.4 (limitation to PB Online Srl 's liability (i.e. maximum amounts for which the same may be held liable); A.18.5 (amendments to the Contract's terms and conditions); A.18.6 (tacit approval of amendments to PB Online Srl Commissions and the Settlement Rules); A.20.1 (Court of Jurisdiction); B.3.4 (suspension of the Sales Service in case of use of the Transaction Platform not compliant to the Operating Instructions); B.5.3(f) (suspension or delay in the access to the

Transaction Platform or the visualisation of the offers created by the Seller); B.6.1 (PB Online Srl 's right to interrupt, modify, suspend the functioning of the Transaction Platform); C.3.2 (PB Online Srl 's right to prohibit the commercialisation of the Products if in violation of the Applicable Laws, the Contract and/or the Purchase Contract);

- C.11.1 (PB Online Srl 's right to withhold/block Payment Requests in the performance of the fraud management activity); C.12.4 (reduction to 7 days of the period granted with the termination notice pursuant to art. 1454 of the Italian Civil Code in case of violation, by the Seller, of the WEEE Legislation); C.13.1 and
- C.13.2 (i) (acceptance, by the Seller, of the Customer Protection Plan conditions and applicability);
- C.13.2 (vi) (acceptance, by the Seller, of PB Online Srl 's competence and authority in connection with the Customer Protection Plan); C.13.8 (indemnity clause in favour of PB Online Srl in connection with the Customer Protection Plan).

Signature
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Last updated: March 01/07/2022.....

EXHIBIT 1 – ePRICE MARKETPLACE FEES

Monthly Subscription: euro 29.00 + VAT

PB Online Srl MarketPlace fees to be calculated on the sales proceeds:

Category	Fee
Furniture & Outdoors	8,00%
Audio-Video Devices	5,50%
Audio-Video Accessories	8,00%
Beauty, Fashion & Fitness	8,00%
Do It Yourself (DIY)	8,00%
Home, Garden and Pets	8,00%
Air Condition	8,00%
Comics	8,00%
Home Appliances	8,00%
Films & DVD	8,00%
Photography Devices	5,50%
Photography Accessories	8,00%
Gardening	8,00%
Toys	8,00%
Computers & IT Devices	5,50%
Computers & IT Accessories	8,00%
Books	8,00%
Modeling	8,00%
Outdoor & Boating	8,00%
Childhood products	8,00%
Auto & Moto parts	8,00%
Telecom Devices	5,50%
Telecom Accessories	8,00%
Office & Stationery products	8,00%
Consoles	5,50%
Videogames (Games & Accessories)	8,00%
Refurbished products (Outlet Categories)	10,00%

Exhibit 3 – MARKETPLACE TERMS AND CONDITIONS OF SALE (With instructions for the completion of Editable Parts)

Legend

The MarketPlace Terms and Conditions of Sale contain Editable Parts that the Seller shall complete, where indicated, with the information required, following the instructions contained in the corresponding note and in accordance with the provisions contained in the Applicable Laws and the Contract. Sellers with registered office in a State other than Italy can complete the English version of Marketplace T&CS, which is made available to such Sellers only for their convenience, without prejudice to the fact that the Seller's T&CS which will be published on the Marketplace will be exclusively in Italian language.

The website <http://www.eprice.it> ("Website") hosts an IT platform ("Platform") created and managed by PB Online Srl ("PB Online Srl"), which puts in contact sellers and purchasers for the online purchase and sale of products and/or services ("MarketPlace"). On the MarketPlace, also other sellers than PB Online Srl can offer and sell their products and execute the relevant purchaser contracts with users.

Consequently, on the Website, users can purchase both products sold by PB Online Srl and by sellers other than PB Online Srl. On the Website it is always clearly indicated whether a product is sold by PB Online Srl or another seller. PB Online Srl, as a mere provider and manager of the Platform, is not part of the sale contract executed between the user and the Seller other than PB Online Srl; the sale contract is entered into between the Seller and the user only, at the terms and conditions contained in the applicable terms and conditions of sale. PB Online Srl and any seller other than PB Online Srl offer for sale and sell the Products on the Website on the basis of their specific terms and conditions of sale.

The user can find PB Online Srl's terms and conditions of sale in the section "Terms and Conditions of Sale" in the footer of each page of the Website, whilst the terms and conditions of sale of each seller other than PB Online Srl can be found on the Seller Page, which can be accessed by clicking on the Seller's name indicated in the product page and appearing at every step of the purchase procedure.

Below are the general terms and conditions of sale of *note*¹

i.e. the terms and conditions of sale applicable to the products specifically indicated on the Website as "sold and shipped

by *note*²

TERMS AND CONDITIONS OF SALE OF *note*³

In force as of April 02nd 2019.....

1. Scope of application and execution of the contract

1.1 These Terms and Conditions of Sale regulate the offer and sale through the Website by *note*⁴

.....
.....
.....
.....
..... (*note*⁵)

..... or "Seller") of the products and/or services specifically indicated on the Website as "sold and shipped by the seller" ("Products").

1.2 The offer and sale of the Products on the Website constitute a distance contract regulated by Chapter I, Title 3 (Art. 45 and following) of Legislative Decree No. 206 dated 6 September 2005 ("Consumer

Code") and Legislative Decree No. 70 dated 9 April 2003, containing the provisions governing e-commerce.

1.3 These Terms and Conditions of Sale apply to every sale of the Products made by the Seller through the Website ("Terms and Conditions of Sale" or "T&CS"), and do not apply to the sale of products and/or services on the Website by sellers other than the Seller ("Third Party Sellers") or by PB Online Srl. They can be found by users on the Website page containing the Seller's identification data and other specific information on the same, and which can be accessed by clicking on the Seller's name appearing on the relevant Product Page and at every step of the purchase procedure ("Seller Page"). They can be amended at any time. Any amendments will be effective as from their publication in the Seller Page. Users are therefore invited to visit the Website regularly, and read, prior to each purchase, the latest version of these Terms and Conditions of Sale by visiting the pages indicated.

note^{1/2/3/5} - Insert the Seller's trade name as it will be indicated on the Website.

*note*⁴ - Insert the following data: company name, registered office, Business Registry registration number, place where said Registry is held, VAT Number, phone and fax number, if available; amount of the company capital and the paid-in capital.

- 1.4 The applicable Terms and Conditions of Sale are those in force at the date of transmission of a purchase order in connection with a Product.
- 1.5 Before proceeding in the purchase of Products through the Website, the user is required to carefully read these Terms and Conditions of Sale published in the Seller Page and which the same can save and reproduce, and all the other the information provided by the Seller on the Website, both prior to and in the course of the purchase procedure.
- 1.6 1.4 The applicable Terms and Conditions of Sale are those in force at the date of transmission of a purchase order in connection with a Product.
- 1.5 Before proceeding in the purchase of Products through the Website, the user is required to carefully read these Terms and Conditions of Sale published in the Seller Page and which the same can save and reproduce, and all the other the information provided by the Seller on the Website, both prior to and in the course of the purchase procedure.
- 1.6 These Terms and Conditions of Sale do not regulate the sale of products by other entities than the Seller appearing on the Website by way of links, banners or other similar means. Before making any transactions with such entities it is necessary to check their sales conditions. The Seller is not responsible for the provision of services and/or the sale of products by said entities. The Seller does not monitor or check in any way the websites that can be accessed through said connections. Therefore, the Seller is not responsible for the contents published on said websites or any errors, omissions and/or violations of the law by the same
- 1.7 These Terms and Conditions of Sale do not apply to the sale of products and/or services on the Website by Third Party Sellers and/or by PB Online Srl . Before making any transactions with such entities it is necessary to check their sales conditions, which can be found, with respect to each Third Party Seller, in the relevant Seller Page, and with respect to PB Online Srl , within the section titled "Terms and Conditions of Sale" contained in the footer of every page of the Website. Consequently, the Seller is not responsible for the provision of services and/ or the sale of products by Third Party Sellers and/or PB Online Srl

2. Purchases on the Website

- 2.1 The purchase of Products on the Website can be made only after registering to the Website in accordance with the modalities under Art. 3 below, and it is allowed both to users that are consumers and to users that are not such. With respect to individuals, they can make purchases only if they are at least 18 years of age.
- 2.2 Pursuant to Art. 3, 1st paragraph, letter a), of the Consumer Code, a consumer is an individual acting not in connection with an entrepreneurial, commercial, craft or professional activity.
- 2.3 In the event of orders, placed by anyone, that appear suspicious in consideration of the quantity of products purchased, or the frequency of the purchases made, the Seller, in agreement with PB

Online Srl , reserves the right to take any actions that may be necessary to ensure the interruption of any such conduct, including the suspension of the access to the Website, the cancellation of the registration with the Website, or rejection or cancellation of irregular orders.

- 2.4 The Seller also reserves the right to reject or cancel orders that are placed by: (i) a user with which the same has a pending legal proceeding; (ii) a user that has already breached these T&CS and/or the conditions and/or terms of the purchase contract with the Seller; (iii) by a user involved in frauds of any kind, and most notably frauds relating to credit card payments; (iv) users that have provided false, incomplete or incorrect identification data, or that have not promptly sent the documents requested by the same in connection with the procedure under Articles 9.1.2 and 9.1.3 below, or that have sent documents which are not valid.

3. Registration with the Website

- 3.1 3.1Registration with the Website is free of charge. In order to register, users are required to fill in the specific form by entering their name, surname, email address and a password and clicking on "Continue" ("Continua"). If the registration is made in the course of the purchase procedure, users are also requested to enter their address, phone number and tax code. Each user can register only once. The registration service is provided by PB Online Srl . In the event that the user has already registered with another website in connection with which PB Online Srl acts as registration and/or sales service provider ("Websites Powered by PB Online Srl "), and consequently owns the relevant registration credentials, the user may register with the Website by entering the same registration credentials that he/she already owns in the section "Have you already signed up?" ("Sei già registrato?") on the "Log in" page of the Website, without prejudice to the user's right to register with the Website by using another email address, through the "Are you a new customer?" ("Sei un nuovo cliente?") section on the "Log in" page of the Website, and by filling in, as indicated above, the specific form. By entering in the "Have you already signed up?" ("Sei già registrato?") section of the "Log in" page of the Website the registration credentials that the user already owns, the latter expresses his/her will to register with the Website and accept the Terms and Conditions of Sale. Moreover, through such insertion, the user that has decided, on another Website Powered by PB Online Srl , to save the data of one or more credit cards for subsequent purchases ("Saving of Credit Cards") expresses his/her will to extend such decision to the Website too, authorising the Website too to save the credit(s) card data already saved on other Websites Powered by PB Online Srl , for the purpose of reusing them for the payment of purchases made on the Website.
- 3.2 Registration with the Website enables users, through a reserved and personal area, to do the following:

- check the tracking of the shipment and status of the orders placed, in the event that the seller is PB Online Srl ;
- check the history of orders placed;
- access post-sales services;
- manage their personal data and modify them at any time;
- add or change the credit card(s) saved or delete them;
- benefit from the dedicated services that may be activated by PB Online Srl from time to time.

3.3 The registration credentials (email address and password) enable the user to do what follows: (i) to make purchases on the Website and, in the event that the user has chosen the Saving the Credit Card, to pay for the purchases made on the Website directly, i.e. without having to enter the credit card data at any subsequent purchase; (ii) to perform the same activities as those indicated under Art. 3.3 (i) above also on the other Websites Powered by PB Online Srl , in the event that, in the “Have you already signed up?” (“Sei già registrato?”) section of the “Log in” page of the Website, the user signs up using the registration credentials already owned and in connection with another Website Powered by PB Online Srl . Consequently, the registration credentials (email address and password) must be stored with the utmost attention and care. They can be used by the user only and cannot be transferred to third parties. The user undertakes to keep them secret and to ensure that no third party may have access to them. Moreover, the user will promptly inform PB Online Srl , with an email message to contact@PB Online Srl . it, whenever he or she suspects or becomes aware of any undue use or disclosure of the same.

3.4 The user ensures that his or her personal information provided in the course of the registration procedure are truthful and exhaustive, and accepts to hold PB Online Srl harmless and indemnified against any damage, obligation of compensation and/or penalties arising out of and/or connected with the user's violation of the rules of registration with the Website or the storage of registration credentials

4. Information required for the execution of the contract

- 4.1 Pursuant to Legislative Decree No. 70 dated 9 April 2003, containing provisions regulating e-commerce, the Seller informs the user of the following:
- a) in order to execute a purchase contract concerning one or more Products on the Website, the user is required to fill in an order form in digital format and send it to the Seller, through the Platform, following the instructions that will be provided on the Website from time to time;
 - b) a contract is executed when the order form is received by the server used by the Seller;
 - c) prior to sending off the order form, the user may identify and correct any mistakes made in connection with the data entered by following the

instructions provided on the Website in the course of the various steps of the purchase procedure;

- d) once the order form has been registered, through the specific Platform messaging system under Art. 15 below, the user will receive, at the email address indicated, an order confirmation message containing: an overview of the general and specific terms and conditions that apply to the contract, the information concerning the essential features of the purchased Product, detailed information concerning thPB Online Srl , the payment method used, information on the right of withdrawal, the delivery expenses, and any further charges, the term of the contract, if applicable, and, in case of contract subjected to automatic renewal, the conditions for terminating it, and the contact details of the customer service where the user can request assistance and/ or make complaints. The Seller's Terms and Conditions of Sale and model instructions of withdrawal and the Seller's model withdrawal form under Art. 11 below will be attached to the order confirmation email.
- e) the order form will be stored through the Platform by the Seller for the time required for the performance of the same, and in any case for the period set forth by law. The user will have access to the order form and/or data concerning the same through his or her personal account.

4.2. The language available for the user for the execution of the contract is Italian. The Customer Service can assist users in said language

5. Availability of Products

- 5.1 The Products offered by the Seller on the Website are those included in the electronic catalogue published on the Website and visualised by the user when the order is placed, and specifically indicated as “sold and shipped by the seller”. The Products can belong to different product classification groups (such as, by way of example only, household appliances, technological products, products for entertainment and sports, wellness and health-care, books, films and DVDs).
- 5.2 Each Product is accompanied by an informational page describing its main features (“Product Page”). The Product Page will contain a specific section with information as to the availability of the Product. In the event that the Product is not available, the user can request to be informed when the Product is available again by activating the “Contact me when available” (“Avvisami quando disponibile”) tool, by selecting the relevant option on the Product Page, in the Cart, and the page containing the list of Products. If the user has requested to be informed the same will receive an email in the event that the Product becomes available within one hundred and eighty (180) days following the date of submission of the relevant request. The request to be informed of the Product's availability neither implies the obligation to purchase it nor constitutes a reservation and/or order of the same.
- 5.3 La disponibilità dei Prodotti viene monitorata e The Products' availability is monitored and

updated. However, since the Website can be visited concurrently by more than one user, it might occur that more users purchase the same Product at the same time. In such circumstance, the Product could, for a short time, be indicated as available whilst it is sold out instead, or not immediately available, since it would be necessary to receive new stocks of it.

5.4 Should the Product be no longer available for the aforesaid reasons or in other cases of supervening unavailability, without prejudice to the rights inuring to the benefit of the user by law, and most notably Chapter 14, Title 2, of the 4th Book of the Italian civil code, the Seller will promptly inform the user through the specific messaging system provided by the Platform under Art. 15 below. Therefore, the user will be entitled to terminate the contract immediately, without prejudice to the right to claim the damages under Art. 61, 4th and 5th paragraph of the Consumer Code. The termination of the purchase contract under this paragraph results in the termination of the credit contract connected to it, if existent. Alternatively to said termination right, and without prejudice to the same, the user can accept one of the following solutions proposed by the Seller:

- (i) in the event that new stocks of the Product are available, a postponement of the delivery term, with indication of the new delivery term for the Product obtained with the new stocks;
- (ii) in the event that it is not possible to receive new stocks of the Product, the supply of another product having the same or a higher value, after payment, in the latter case, of the difference, and with the user's express consent. The user will promptly inform the Seller of his or her decisions through the specific messaging system available on the Platform under Art. 15 below.

5.5 In the event that the user exercises the termination right under Art. 61, 4th and 5th paragraphs, of the Consumer Code, and the payment of the total amount due, inclusive of thPB Online Srl of the Product, the delivery expenses, if applicable, and any other further charges, as indicated in the order form ("Total Amount Due") has already been made, the Seller will refund the Total Amount Due without undue delay, and in any case, within 14 business days of the termination of the contract. The user will be informed of the amount of the refund through the Platform messaging system under Art. 15 below, and credited to the same instrument of payment used by the user for the purchase. Any delays in said transaction may depend on the bank and/or the type of credit card used. The termination of the purchase contract under the articles above results in the termination of any other contract ancillary to that terminated.

5.6 With reference to orders concerning more than one Product ("Multiple Order"), if the supervening unavailability concerns some Products only among those included in the Multiple Order – without prejudice for the rights inuring to the benefit of the user as set forth by law, and most notably by Chapter 14, Title 2, 4th Book of Italian civil code,

and save for the application of Articles 5.4 and 5.5 above, should the supervening unavailability concern all the Products included in the order form - the Seller will promptly inform the user through the specific messaging system under Art. 15 below. Therefore, the user will be entitled to terminate the contract immediately, exclusively in connection with the Product(s) no longer available, without prejudice to the right to claim the damages, pursuant to Art. 61, 4th and 5th paragraph, of the Consumer Code. The termination of the purchase contract under this paragraph results in the termination of any ancillary contract related to the same that has been partially terminated, exclusively in the event that said ancillary contracts are related to the Product(s) no longer available. Alternatively to said termination right, and without prejudice to the same, the user can accept one of the following solutions proposed by the Seller:

- (i) in the event that new stocks of the Product(s) indicated in the Multiple Order that are no longer available become newly available, a postponement of the delivery terms for said Products, with indication of the new delivery terms for the same;
- (ii) in the event that it is not possible to receive new stocks of the Product(s) no longer available, the supply, in place of the unavailable Products indicated in the Multiple Order, of other products having the same or a higher value, after payment, in the latter case, of the difference, and after express acceptance by the user. The user will promptly inform the Seller of his or her decision through the specific messaging system available on the Platform under Art. 15 below. In the event that the user exercises the termination right under Art. 61, 4th and 5th paragraphs, of the Consumer Code, the purchase contract concerning the Product(s) no longer available will be terminated partially, exclusively in connection with said Product(s), with consequent refund, if already paid, of the amount due with respect to said Products, inclusive of the delivery expenses, calculated as indicated at Art. 10.3 below, and any further costs specifically due in connection with said Products ("Partial Amount Due"); the Multiple Order can be terminated only if it is clear and proven that the Products no longer available contained in the Multiple Order are ancillary to the other Products included therein that are available. The Partial Amount Due for the Product(s) no longer available will be refunded to the user without undue delay, and in any case within 14 business days of the date of termination of the contract. The user will be informed of the refund amount through the specific messaging system available on the Platform under Art. 15 below, and said amount will be credited using the same payment instrument used by the user for the purchase. Any delays in said transaction may depend on the bank and/or the type of credit card used. The termination of the purchase contract under this paragraph results in the termination of any other contract ancillary to that partially terminated exclusively in the event that the ancillary contract concerns the Product(s) no longer available.

6. Information on the Product

- 6.1 Each Product is accompanied by a relevant Product Page. The images and descriptions on the Website reproduce the features of the Products as faithfully as possible. However, the colours of the Products may differ from the actual ones due to the setting of the IT systems or computers used by users to visualise them. Moreover, the images of the Products on the Website may differ in size or in relation to other accessory products. Therefore, said images must be considered as approximate and with the usual tolerance values. For the purposes of the purchase contract, the description of the Product contained in the order form transmitted by the user will be deemed valid.

7. Prices

- 7.1 All the prices of the Products published on the Website are expressed in Euro and inclusive of VAT and, whenever applicable, the WEEE contribution. The delivery expenses, which may vary on the basis of the delivery modality selected and/or the form of payment used, will be indicated specifically (in Euro and inclusive of VAT) in the purchase procedure, before the user is bound by the contract, in the order overview and the order confirmation email.
- 7.2 The Seller reserves the right to change thPB Online Srl of the Products at any time, even more than once in the course of the same day. It is understood that thPB Online Srl of the Product charged to the user will be the one indicated in the order overview and displayed before the order placement, without considering any variations (either increases or decreases) subsequent to the transmission of said order.
- 7.3 If a Product is offered on the Website at a discounted price, the following information will be shown on the Website: (i) the full price, in respect to which the discount has been calculated; (ii) what said full price corresponds to. It is understood that the offer of Products at discounted prices will only take place if the full price of the Product corresponds to the actual market price of the same.
- 7.4 In the event that the user, provided that the conditions set forth by law are met, intends to request the application of the reduced 4% VAT percentage under Art. 2, 9th paragraph, of Law No. 30 dated 28 February 1997, in connection with the purchase of technical and IT devices, pursuant to Art. 2, 9th paragraph of Decree-law No. 669 dated 31 December 1996 (converted into Law No. 30 dated 28 February 1997), and Ministerial Decree of 14 March 1998, and the tools for people permanently functionally impaired, pursuant to Presidential Decree No. 633 of 26 October 1972, Table A, part II, No. 41-quater, aimed at facilitating the self-sufficiency and integration of the disabled, the user shall get in contact with the Seller through the specific messaging system available on the Platform under Art. 15 below.

8. Purchase Orders

- 8.1 The purchase contract is subjected to termination in the event that the Total Amount Due is not paid. Should said payment not be made, the contract will be deemed terminated by operation of law. The user will be promptly informed of said termination and the consequent cancellation of the order immediately after the transmission of the order, through the Website.
- 8.2 The title to the Products will be transferred to the user upon shipment of the same, to be understood as the time of delivery of the Product to the carrier ("Shipment"). Any risk of loss or damage of the Products for reasons for which PB Online Srl cannot be held responsible, will be transferred to the user when the latter or a third party designated by the same other than the carrier materially comes into possession of the Products.
- 8.3 In order to send an order relating to a Product through the Website the user must read and carefully examine these Terms and Conditions of Sale.

9. Payment Methods

- 9.01 The payment of the Products purchased on the Website of the Seller can be made by credit card, in accordance with the modalities indicated in the paragraphs below.
- 9.02 In the event that the order concerns Products sold and shipped by PB Online Srl and products sold and shipped by one or more Third Party Sellers, including the Seller ("**Mixed Order**"), the only method of payment accepted, also in connection with the products sold and shipped by PB Online Srl, are credit cards.
- 9.03 In case of Mixed Order, regardless of the fact that there is only a single cart and a single payment procedure, it constitutes to all effects and purposes, including in legal terms, of separate orders sorted out by the Seller, identified as such, by a specific and different order number, and separately shipped and debited to the credit card used for payment, at the date set forth by these Terms and Conditions of Sale in connection with orders concerning the Products, and the general terms and conditions of sale applied by the relevant Third Party Sellers and/or PB Online Srl as to products sold by said sellers or PB Online Srl, respectively ("Orders Contained in a Mixed Order"). The user will receive a single order confirmation in connection with Mixed Order; however, the number of sections contained in the confirmation message will be equal to that of the Orders Contained in the Mixed Order, and the information under Art. 4.1(d) above will be provided separately for each order.
- 9.04 In case of Mixed Order, the existence of a Multiple Order, as defined by Art. 10.3 below, is considered with respect to the Order Contained in the Mixed Order (e.g.: if the user purchases, through the same Mixed Order, two Products from the Seller and one product by a Third Party Seller, the Order Contained in the Mixed Order relating to the Products sold by the Seller will be considered a Multiple Order, whilst

the order concerning the product purchased by the Third Party Seller will be considered a single order) ("Multiple Order Contained in a Mixed Order").

- 9.05 It is understood that, in connection with a Multiple Order Contained in a Mixed Order, delivery of the products purchased thorough the Website can take place both concurrently or separately.

9.1 Credit Card

- 9.1.1 The payment of Products purchased on the Website can be made by credit card on the Website directly. The following credit cards are accepted: VISA, Mastercard, AmericanExpress and Maestro. In any case, the credit cards accepted are indicated in the footer of every page of the Website. The debiting of the Total Amount Due by the user to the Seller for the purchase of the Products will be made after the order transmission and before the Shipment. By selecting the "Save your credit card details for future use" ("Salva la tua carta di credito per i prossimi acquisti") option displayed on the "Make the payment" ("Effettua il pagamento") page of the purchase procedure, or by accessing to the "Credit cards saved" ("Carte di credito salvate") section contained in his or her personal account, the user authorises the saving of data of one or more credit cards and their future use for the payment of other purchases on the Website and other Websites Powered by PB Online Srl, in the event that the user has already registered with them, by inserting in the "Have you already registered?" ("Sei già registrato?") section contained in the "Log in" page of said websites the registration credentials already in his or her possession, without the need to enter credit card details for every purchase. The user may, at any time, revoke the authorisation to use credit card data for future purchases, by accessing to the "Credit cards saved" ("Carte di credito salvate") section contained in his or her personal account, and deleting any credit cards saved, or in the course of the purchase procedure, by clicking on the "Modify" ("Modifica") button displayed next to the credit cards saved.
- 9.1.2 In order to guarantee the security of payments made on the Website and to prevent any fraud, the Seller hereby reserves the right to request that the user, through the specific messaging system under Art. 15 below, send, using the same procedure, a copy (front and back) of his or her identity card, and in the event that the order's holder is different from the ID card's holder, of the ID card of the latter. The ID card must be in course of validity. The email request will specify the term within which the document must be received by the Seller. Said term will not, in any case, be more than 5 business days starting from the receipt of the request by the user. Whilst waiting for the requested document, the order will be suspended. The user is required to send the documents requested within the term indicated.
- 9.1.3 If the Seller does not receive these documents within the term indicated in the emailed request or receives expired or not valid documents, the contract will be considered legally terminated pursuant to and in

accordance with Article 1456 of the Italian civil code, and the order cancelled, without prejudice to the right of the Seller to claim any damages suffered by the same as a consequence of the non-compliance of the user. The contract, termination of which the user will be informed by email, within and no later than 5 business days of the expiry of the term for sending the documents requested by the Seller, will result in the cancellation of the order and the refund of the Total Amount Due, if already paid by the user, as set forth by Article 10.3. If the Seller receives valid documentation within the indicated term, the terms of delivery applicable to the Product will start from the date of receipt of said documentation.

- 9.1.4 The Seller uses the safe payment service of the company Banca Sella, which involves the use of the SSL protocol. The reserved data of the credit card (card number, card holder, expiry date, security code) are encrypted and so transmitted directly to the payment service provider. Therefore, the Seller and PB Online Srl do not have access to the credit card data and do not store the credit card data used by the user for payment of the Products, not even in the case that the user chooses the Saving of Credit Cards, except for the case set forth by Articles 9.1.2 and 9.1.3 above, with only reference to the card holder's data

10. Delivery methods, expenses and terms

- 10.1 The Products are delivered in Italy only, and with the exclusion of the following areas: Livigno, Vatican City and, if the addressee is a legal person, the Republic of San Marino. The delivery obligation is deemed fulfilled when the Products become materially available to or in any case are placed under the control of the user.
- 10.2 Upon Shipment, the user is sent an email confirming the delivery of the Products to the carrier and containing a link to the relevant tracking number, thus enabling the user to check the shipment status.
- 10.3 Delivery is by payment, and unless otherwise indicated, delivery expenses are borne by the user. The amount of the delivery expenses due by the user in connection with a specific order is expressly and separately indicated (in Euro and inclusive of VAT) in the course of the purchase procedure, in the order overview, and in any case before the user transmits the order. In case of partial withdrawal from Multiple Orders, the amount of the delivery expenses to be refunded to the user will correspond to the delivery expenses that the same would have paid for each Product concerned by the partial withdrawal, as indicated on the Product Page, in consideration of the specific delivery method chosen by the user. Under no circumstances will the amount refunded for the delivery expenses exceed the amount actually paid by the user in connection with the delivery. Without prejudice to what specified with reference to Mixed Orders under Art. 9.0.3 above.
- 10.4 In the order overview, and therefore before the user places the order, it will be possible to see the total

price of the order; the delivery expenses and any further costs will be indicated separately. Said total amount, which will be indicated also in the order confirmation email sent to the user, will constitute the total amount due by the user in connection with the Product. Where provided by the applicable law, the Seller will issue an invoice in respect to the purchases made on the Website.

- 10.5 La consegna dei Prodotti acquistati sul Sito potrà The delivery of Product purchased on the Website may occur, at the user's discretion: (i) to the post address indicated by the user in the order form ("Home Delivery"); or (ii) if the Seller has activated this service, at the collection point named "Pick&Pay" selected by the user in the course of the purchase procedure

10.6 Home Delivery

- 10.6.1 In case of Home Delivery, the Products purchased on the Website will be sent and delivered to the post address indicated by the user in the order form. The Seller will offer at least the Home Delivery solution through the express courier to the user.

In the course of the purchase procedure, before the user places the order, it will be possible to see the costs and terms that apply to said Home Delivery solution and to any further Home Delivery options, if any, offered to the user by the Seller.

- 10.6.2 The Home Delivery of the Product is made on the ground level, unless otherwise indicated, and except in the event that the user has chosen a delivery at floor, if offered by the Seller. Save for the case in which the user has chosen, among the solutions offered by the Seller, a Home Delivery method that implies a delivery by appointment or within specific hours, Home Deliveries are made from Monday to Friday, in the usual business hours (from 9 am to 6 pm), and with the exclusion of national holidays in Italy.

- 10.6.3 The user acknowledges that it is his or her duty to collect the Product. In the event that the Home Delivery modality chosen by the user among those offered by the Seller does not include the possibility of arranging a time for the delivery, in case of missed delivery due to the absence of the addressee, the courier will leave a notice as proof of the attempted delivery (the so-called missed delivery notice). The notice will also contain the courier's contact details for arranging a new delivery or collecting the parcel. After the missed delivery the parcel will be kept by the courier. The user is required to collect the parcel within 3 calendar days, starting as from the second day following that of the missed delivery notice. Should the user fail to collect the Product within said term, the purchase contract is deemed terminated by law, to all intents and purposes of Art. 1456 of the Italian civil code. Consequently, within 15 business days following the termination of the contract, the Seller will refund the Total Amount Due, if already paid by the user, once deducted the expenses for the missed Home Delivery, the expenses related to the period of custody at the courier's address, the costs for the return to the Seller and any other

expenses that may be incurred as a consequence of the missed delivery due to the recipient's absence. The user will be informed of the termination of the contract and the amount refunded through the messaging system available on the Platform under Art. 15 below, and credited to the same payment instrument used by the user for the purchase. Any delays in said transaction may depend on the bank and/or credit card used.

- 10.6.4 The user is required to specify any special requirements concerning the place of delivery of the Product and/or its location, by adding a note on the order form, in the specific area reserved for the same at the end of the purchase procedure and prior to placing the order. In the event that the user does not provide said information, or provides information that is inaccurate, any further expenses that the Seller should incur to perform the delivery of the Product will be borne by the user.

10.8 General provisions applied to all types of delivery

- 10.8.1 In the course of the purchase procedure, before the user places the order, the same will be informed of the terms within which the Seller undertakes to deliver the ordered Products and which are calculated based not only on the place and modality of delivery, but also the on possibility that the user purchases more Products through the same order. The delivery term starts from the date of execution of the contract (i.e. placement of order), unless otherwise indicated. Moreover, the delivery term of the order will be specified with the order confirmation. Should the delivery term be omitted, the delivery will take place, in any case, within thirty days of the contract execution. This is without prejudice to what set forth by Art. 9.03 above in connection with Mixed Orders and Orders Contained in Mixed Orders.

- 10.8.2 In the event that the Product purchased is not delivered, or is delivered after the delivery terms indicated in the purchase procedure and the order confirmation, the user, pursuant to Art. 61 of the Consumer Code, invites the Seller to make the delivery within an additional term, adequate to the circumstances ("Additional Term under Art. 61, 3rd paragraph, of the Consumer Code"). Should the Products not be delivered within said additional term, the user may terminate the contract ("Termination of the Contract under Art. 61, 3rd paragraph, of the Consumer Code"), without prejudice to the right to claim damages. The user is not required to grant the Additional Period under Art. 61, 3rd paragraph, of the Consumer Code to the Seller ("Excluded Cases") in the following circumstances:

- a) the Seller expressly refused to deliver the Products;
- b) observance of the delivery term indicated in the

The Additional Term under Art. 61, 3rd paragraph, of the Consumer Code, the Termination of the Contract under Art. 61, 3rd paragraph, of the Consumer Code, or the Contract Termination in the Excluded Cases

shall be notified by the user to the Seller using the messaging system offered by the Platform under Art. 15 below. In case of Termination of the Contract under Art. 61, 3rd paragraph, of the Consumer Code, or the Contract Termination in the Excluded Cases, the Seller will refund the Total Amount Due to the user without undue delay. The refund will be made in accordance with the modalities set forth by Art. 11.6 below, to the applicable extent. Should the user not indicate an Additional Term under Art. 61, 3rd paragraph, of the Consumer Code or, if the relevant conditions occur, not proceed with the Termination of the Contract under Art. 61, 3rd paragraph, of the Consumer Code or the Contract Termination in the Excluded Cases, the Seller, without prejudice to the user's right to have recourse, at any time, to said reliefs and/or the ordinary legal means set forth by law, and most notably, Chapter 14, Title 2, 4th Book of Italian civil code, undertakes, in any case, to do the following:

- (i) promptly notify the user by email of the delayed delivery ("Delay Notice Email"), specifying the new delivery term, if available ("New Delivery Term");
- (ii) in case of delivery with a delay from 1 to 3 business days in respect to the New Delivery Term, refund to the user, upon request by the same, the delivery expenses if already paid, within 10 business days of the expiring of New Delivery Term, or not demand the payment of delivery expenses, if not yet paid, upon request by the user;
- (iii) In case of delivery with a delay from 4 to 10 business days in respect to the New Delivery Term, allow the user, upon request by the same, to reject the delivery and terminate the contract - with consequent refund of the Total Amount Due, if already paid, immediately and, anyway, within 10 business days as of the request of termination of the contract - or, as an alternative, in case the user does not intend to terminate the contract, refund the user of the delivery expenses, if already paid, upon request by the same, within 10 business days as of the request, or not demand the payment of the delivery expenses, if not already paid, upon request purchase procedure and the order confirmation must be considered of the essence, in consideration of all the circumstances that have characterised the execution of the contract;
- c) the user has informed the Seller, prior to the execution of the contract, that the delivery by or at a specific date is of the essence. In the Excluded Cases, the user, should the same not receive the Products within the delivery term

(iv)

by the user;

in case of delivery with a delay of over 10 business days in respect to the New Delivery Term, or in any case of a delay of over 20 business days in respect to the original delivery term, offer to the user, upon request by the same, in addition to what set forth by Art. 10.10.2 (iii) above, the supply of another product of the same or a higher value, upon payment, in the latter case, of the difference and with the

user's express consent. indicated in the purchase procedure and order confirmation, can immediately terminate the contract, without prejudice to claim damages ("Contract Termination in the Excluded Cases").

10.8.3 In case of Multiple Orders containing Products which need to be delivered separately, the provision whereof in Article 10.8.2 above will find independent application for each delivery case. In respect to each delivery and therefore, limited to the Products pertaining the same, the user may proceed in setting the Additional Term under Art. 61, 3rd paragraph, of the Consumer Code and the Termination of the Contract under Article 61, 3rd paragraph, of the Consumer Code, or the Contract Termination in Excluded Cases, if the relevant conditions required occur. In this case, the Seller will refund the user the Partial Amount Due without undue delay. The refund will occur according to the modalities set forth by Article 11.6 below, to the applicable extent. In case the user does not proceed in setting the Additional Period under Article 61, 3rd paragraph, of the Consumer Code or, if the required conditions occur, the Termination of the Contract under Article 61, 3rd paragraph, of the Consumer Code or the Contract Termination in the Excluded Cases, in regard to each delivery and related Products, without prejudice to the user's right to have recourse, at any time, to said reliefs and/or ordinary legal means set forth by law, and most notably, Chapter 14, Title II, of the 4th Book of Italian civil code, the Seller undertakes, in any case, to do the following:

- (i) in caso di consegna di uno dei Prodotti oggetto promptly send to the user the Delay Notice E-mail, specifying the New Delivery Term, if available;
- (ii) in case of delivery of one of the Products included in the Multiple Order with a delay from 1 to 3 business days in respect to the New Delivery Term, refund the user, upon request by the same, the delivery expenses, if already paid, calculated as indicated in Article 10.3 above, within 10 business days of the expiring of New Delivery Term, or not demand the payment of the delivery expenses, if not already paid, upon request by the user;
- (iii) in case of delivery of one of the Products included in the Multiple Order with a delay from 4 to 10 business days in respect to the New Delivery Term, allow the user, upon request of the same, to reject the delivery and partially terminate the contract, limited to and in exclusive reference to the Product included in the Multiple Order that has been delivered with delay, with subsequent refund – immediately and, anyway, within 10 business days as of the request of partial termination of the contract - of the sole amount paid by the user for that specific Product, including delivery expenses, calculated as indicated in Article

10.3 above, or, as an alternative, in case the user does not intend to partially terminate the contract, refund the user upon request by the same - within 10 business days of the request - the delivery expenses, if already paid, calculated as set forth by Art. 10.3 above, or not request the payment of the delivery expenses, if not already paid for, if the user requests

so. The termination of the entire Multiple Order will be possible only if it is clear and proven that the Product(s) of the Multiple Order not delivered or delivered late is/are ancillary in respect to the other Product(s) of the Multiple Order delivered on time or to be delivered yet;

- (iv) if the delay in the delivery of one of the Products included in the Multiple Order is higher than 10 business days in respect to the New Delivery Term, or, in any case, higher than 20 days in respect to the original delivery term, offer, upon request by the user, in addition to what expressed in Article 10.8.3
- (iii) above, the supply of a different Product of equal or higher value, upon payment, in this latter case, of the difference, upon the user's express consent.

10.8.4 In case of failed sending of the Delay Notice E-mail or failed setting in the same of the New Delivery Term, all terms whereof in Articles 10.8.2 (ii), (iii) and (iv), and 10.8.3 (ii), (iii) and (iv) above will start from the original delivery term.

10.8.5 The acceptance of the New Delivery Term in the cases whereof in Article 10.8.2 (i) and 10.8.3 (i), and the user's choice, in the cases whereof in Articles

10.8.2 (iii) and (iv) and 10.8.3 (iii) and (iv) shall be promptly notified to the Seller via the messaging system available on the Platform under Article 15 below.

10.8.6 In all cases whereof in Articles 10.8.2 and 10.8.3 above in which the user is entitled to a refund, the user will be notified of the refund amount through the specific messaging system available on the Platform under Article 15 below, and credited to the same payment instrument used by the user for the purchase. Any delays may be depend on the bank or the type of credit card used.¹

10.8.7 It is the responsibility of the user to check the conditions of the Product upon delivery. Without prejudice to the fact that the risk of loss or damage of the Products for reasons not attributable to the Seller is transferred to the user when the user or a third party designated by the same and other than the carrier materially comes into possession of the Products, the user is strongly advised to check the number of Products received, and that the packaging is intact, not damaged, wet or altered in any way, also in connection with its sealing materials (cello tape or hoop iron), and the user is invited, in his or her interest, to indicate any anomalies in the transport document of the carrier, accepting the parcel with reserve. In case of acceptance of the Products without reserve, the user cannot undertake a legal proceeding vis-à-vis the courier in case of loss or damage of the Products, except in the event that said loss or damage is due to the courier's wilful misconduct or gross negligence, and with the exclusion of a partial loss or damage that could not be noticed at the delivery, on condition that, in the latter event, the damage is reported as soon as noticed, and in any case no later than 8 days of receipt. If the package displays clear signs of tampering or alteration, the user should immediately communicate this to Seller through the specific messaging system available on the Platform under Art. 15 below. It is understood that, in any case, the provisions regarding the right of withdrawal and

legal guarantee of conformity still apply.

10.8.8 Reminding the user the possibility of disposing of its WEEE (Waste of Electric and Electronic Equipment) used product at the local recycling or collection points, the Seller, in compliance with Legislative Decree No. 49 dated 14 March 2014, offers, upon provision of new electric or electronic

equipment for home use, a free collection service of used equipment, with one collected product for each new product sold, on condition that said collected product is of the same type as the new equipment provided. The Product Page will contain instructions whether the Product is subjected to WEEE requirements and, through a link contained in said page, exhaustive information will be provided on the modalities in which the free collection takes place, and how the user can request such service. In that regard, the Seller informs that the collection of WEEE of the same kind as the new purchased

Product will take place as follows: note6.....

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In order to benefit from the WEEE collection service with reference to the Products, the user shall contact the Seller and request said service through the specific messaging system of the Platform under Art. 15 below.

10.8.9 Anyone who has not collected the parcel on more than two occasions in connection with two different orders cannot make purchases on the Website. Should they make orders which violate this provision, the purchase contract can be considered legally terminated pursuant to and in accordance with Article 1456 of the Italian civil code. The user will be informed of the termination of the contract through the messaging system available on the Platform under Article 15 below

11. Right of withdrawal from the purchase of Products constituted by goods

11.1 Under Art. 52 and following of the Consumer Code, the user, in the event that the same is a consumer, has the right to withdraw from the purchase contract of the Product without stating the reason and without incurring in additional costs and expenses other than those indicated in Articles 11.5, 11.6, 11.7 and 11.9 below, within fourteen calendar days ("Withdrawal Period"). The Withdrawal Period expires after 14 days:

- a) in case of a one-Product order, from the day the user or a third party other than the carrier and designated by the user, comes into material possession of the Product;
- b) in case of a Multiple Order with separate deliveries, from the day the user or a third party other than the carrier and designated by the user, comes into material possession of the last Product; or
- c) in case of an order concerning a Product consisting of lots or multiple items, from the day the user or a

third party other than the carrier and designated by the user, comes into material possession of the last lot or item.

11.2 To exercise the right of withdrawal, the user must inform the Seller, prior to the expiry of the Withdrawal Period, of his/her decision to withdraw.

11.3 For this purpose, the user may:

- a) use the model withdrawal form ("Model Withdrawal Form") available on the Website before the execution of the contract, accessible through the link "Right of Withdrawal" ("Diritto di recesso") contained also in the Product Page, and in any case in the Seller Page, and attached to the order confirmation email; or
- b) present any other declaration in which he/she explicitly states his/her decision of withdrawing from the contract ("Declaration of Withdrawal").

11.4 The user has exercised his/her right of withdrawal within the Withdrawal Period if the communication regarding the exercise of the withdrawal right is sent by the consumer before the Withdrawal Period expiry date. In case the user avails himself/herself of the Declaration of Withdrawal, the same is requested to indicate in the Declaration of Withdrawal the order number, the Product(s) for which he/she intends to exercise the right of withdrawal and his/her address. Since the burden of proof concerning the exercise of the withdrawal right before the expiry of the Withdrawal Period falls on the user, this latter might want to avail himself/herself of a durable medium when he/she notifies the Seller his/her withdrawal intentions. Without prejudice to the case of submission of the Model Withdrawal Form and/ or the Declaration of Withdrawal under Art. 11.5 below, the aforesaid form and declaration must

be sent to the following address: note7.....

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11.4-bis The Seller offers the user the possibility of completing and sending the Model Withdrawal Form in electronic format, by following the guided procedure available in the section "Personal Area – Post-sales Service" ("Area personale – Servizi post-vendita") of the Website. In said case, the Seller will promptly send the user, through the specific messaging system of the Platform under Art. 15 below, confirmation of receipt of the Model Withdrawal Form ("Withdrawal Receipt Confirmation Email").

11.5 The user must return the Products to the Seller using a courier of his or her choice and at his or her expenses, without undue delay, and in any case within 14 calendar days of the date of communication to the Seller of his or her decision to withdraw. The term is considered complied with if the user reships the Products prior to the expiry of the 14-day period. The Product, duly protected and packed, must be sent to the following address: note8

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The direct costs incurred to return the Product to the Seller will be borne by the user. In case of products that, in consideration of their nature, normally cannot be return via the postal service, the Seller's Model Instructions of Withdrawal will contain information on the maximum estimated cost for the return of said Products, identified by product type. The aforesaid instructions containing information on the exercise of the right of withdrawal are available on the Website prior to the execution for the contract, through the link "Right of Withdrawal" ("Diritto di recesso") contained also in the Product Page, and in any case in the Seller Page, and annexed to the order confirmation email. The deadline is observed if the user re-ships the products prior to the expiry of the aforesaid 14-day period. The return of the Products to the Seller occurs at the expenses of and under the responsibility of the user.

11.6 Se l'utente recede dal contratto, il Venditore If the user withdraws from the contract, the Seller will proceed in refunding the Total Amount Due paid by the user for the Product, including delivery expenses, with the additional costs deriving from the possible user's choice to use another delivery method other than the (less expensive) standard delivery offered by the Seller, without undue delay and any case within and no later than 14 calendar days of the date the Seller was informed of the user's decision to withdraw from the contract. The refund will be made using the same payment instrument used by the user, unless the user has agreed otherwise. In case of partial withdrawal for Multiple Orders, the quantification of the delivery expenses to be refunded to the user as a result of his/her exercise of the withdrawal right in connection with the Products shall occur as specified in Article 10.3 above. In any case, the user will not bear any expenses as a consequence of said refund.

The Seller can suspend the refund until the same receives the Products, or until the user provides evidence, if occurring previously, that the Products have been reshipped.

11.7 The user is solely liable only for the value reduction of the goods resulting from the handling of the Product other than that strictly necessary to establish the nature, features and functioning of the Product. The Product shall anyway be kept, handled and examined with ordinary due diligence and

returned intact, complete in all its parts, perfectly functioning, equipped with all accessories and illustrative sheets, with the identification tags and labels, and single-use seals, when present, still attached to the Product, intact and not tampered with, as well as perfectly suitable for the use for which it was intended and without signs of wear or soiling. Furthermore, the right of withdrawal applies to the Product in its entirety. Therefore, it cannot be exercised in relation to parts and/or accessories of the Product. In the event that the package of the Product contains the serial code of the same, such as, for example, in case of electronic devices,

the package constitutes part of the product and consequently the Product must be returned in its original package, which shall be put in another parcel, as it is not possible to add any further label or tape to such package.

The Product Page will contain express indication whether the original package is to be considered part of the Product for the purposes of the exercise of the right of withdrawal.

11.8 If the withdrawal is not exercised in accordance with the applicable law, it shall not lead to the termination of the contract and, as a consequence, shall not constitute the right to any refund.

The Seller must inform the user through the messaging system offered by the Platform under Art. 15 below within 5 business days of receiving the Product, rejecting the request for withdrawal.

The Product will remain at the Seller's premises and will be available to the user for collection, which will take place at the expense and under the responsibility of the user himself/herself.

11.9 In case the Product for which the right of withdrawal has been exercised has undergone a reduction in value resulting from the handling of the Product other than that strictly necessary to establish the nature, features and functioning of the Product, the refund sum will be reduced in the amount of the value reduction.

The Seller will inform the user of this circumstance and of the consequently diminished refund amount through the messaging system of the Platform under Art. 15 below within 5 business days of the receipt of the Product, providing the user, in case the refund has already been remitted, with the bank details for the payment of the amount due by the user as a consequence of the value reduction of the Product.

11.10 In the event that, should one of the circumstances set forth by law (e.g. supply of sealed audiovisual or software products opened by the consumer) occur, the right of withdrawal does not apply. This exemption shall be expressly and specifically indicated on the Product Page and, in any case, during the purchase process, before the user proceeds with the placement of the order.

12. Legal Guarantee of Conformity

All products sold on the Website are covered by the legal guarantee of conformity under Articles 128-135 of the Consumer Code ("**Legal Guarantee**").

To whom it applies

The Legal Guarantee of Conformity is reserved for consumers. It therefore applies solely to users who

have made the purchase on the Website for purposes other than entrepreneurial, commercial, craft or professional activities. With reference to users who have made purchases on the Website and are not consumers, the warranty covering defects in the products sold, the warranty for absence of promised or essential qualities, and the other warranties set forth by the Italian civil code, with the relevant terms, limitation periods and restrictions will apply.

When it applies

The Seller (and, therefore, with regard to purchases of the Products indicated on the Website as "sold and shipped by the seller") is liable vis-à-vis to the consumer for any lack of conformity existent at the time of delivery of the product and which shows up within two years of the said delivery. The user shall notify the Seller of the lack of conformity within two months from the date at which the assumed lack of conformity was discovered; failure to do so will result in the loss of such right. Unless proven otherwise, it will be presumed that the lack of conformity that emerges within six months from the delivery of the product already existed at that date, unless this hypothesis is incompatible with the nature of the product or with the nature of the lack of conformity. Starting from the seventh month following the delivery of the product, the burden of proof to demonstrate that the lack of conformity already existed at the moment of delivery of the product will lie with the consumer. In order to take advantage of the Legal Guarantee, the user must therefore provide proof of the date of the purchase and delivery of the good. It is therefore advisable, to prove the purchase, for the user to keep the order confirmation or the invoice, as well as the transport document or any other document that certifies the date of the purchase (such as the credit card statement or the bank statement) and the delivery date.

What a lack of conformity is

Lack of conformity exists when the purchased good:

- is not suitable for performing the function for which goods of the same type are normally used;
- does not conform to the description provided
- by the Seller and does not possess the features that the Seller presented to the consumer as a sample or model;
- does not display the features and performance that are normal for a product of that type, which the consumer could reasonably expect,

Note 6- Insert the information required under Legislative Decree No. 49 of 14 March 2014, and notably clearly indicate a) the Seller's gathering places or the agreed places where the end user can dispose of equivalent WEEE, free of charge and without incurring costs than those that the same would reasonably bear in case of non-distance sale; or b) the collection modalities at the same delivery place, free of charge and without incurring further costs than those that the same would reasonably bear in case of non-distance sale; c) in the case under b), the procedure that will be followed; the collection service terms; should the WEEE not correspond to the type of the new Product purchased, the WEEE collection service will be provided by payment, or will not be provided; should the user exercise the right of withdrawal in connection with the new Product purchased, and the WEEE collection service has not been provided yet, it may be provided or not; should the user exercise the right of withdrawal in connection with the new Product purchased, and the WEEE collection service has already been provided, the costs of disposal may be charged to the user or not.

considering the declarations made in the advertising or on the labelling;

- is unsuitable for the specific use desired by the consumer, who informed the Seller at the time of the execution of the contract, with the latter expressing its acceptance of the situation.

The Legal Guarantee does not cover faults or malfunctioning caused by accidental incidents or due to the user's responsibility or by use of the product that does not comply with its intended use and/or the information contained in the technical documentation accompanying the product.

Solutions available to the user

In case of lack of conformity duly reported within the prescribed term, the user is entitled:

- firstly, to the repair or free replacement of the product, according to his or her preference, unless the requested solution is objectively impossible or excessively expensive with respect to the other one;
- secondly (in cases where repair or replacement are impossible or excessively expensive or where repair or replacement have not been made within an adequate term or where the repair or replacement have caused significant inconvenience to the consumer), to the reduction in the price or to the termination of the contract, according to the preference of the user. The requested solution is excessively expensive if entails unreasonable expenses for the Seller compared to alternative solutions, considering (i) the value that the product would have if there was no lack of conformity; (ii) the entity of the lack of conformity; (iii) the possibility that the alternative solution can be achieved without significant inconvenience for the consumer.

What to do in case of lack of conformity

In the event that a product purchased on the Website, in the period in which the Legal Guarantee is effective, shows a lack of conformity, the user must inform the Seller through the specific messaging system of the Platform under Art. 15 below.

The Seller will promptly reply to the communication of the presumed lack of conformity and instruct the user as to the specific procedure to be followed, also in consideration of the product classification to which the Product belongs and/or of the defect reported.

On the basis of the type of product, the Seller will inform the user if:

- (i) the Product can be sent to the Seller for the purpose of being sent to the competent service centre; or
- (ii) if onsite assistance service is provided. It is understood that the Seller will be liable for

the application of the Legal Guarantee in connection with the Products.

In the case under point (i) above, the Seller will collect the Product and send it to the competent service centre. In the case under point (ii) above, instead, the Seller will arrange with the user a suitable date for the provision of the assistance service onsite.

In any case, the competent service centre will do the checks required in order to verify the existence of the reported lack of conformity. In the event that the lack of conformity is confirmed, if the user has chosen, among the solutions available, to have recourse to the repair service, the service centre will proceeding in repairing the product.

Conversely, if the user has chosen to have the product replaced, and such solution is not objectively impossible or excessively burdensome compared with the repair, the Seller will replace the Product. If the service centre confirms the existence of the lack of conformity, all repair/replacement expenses, if any, and the expenses related to the transport of the product to the service centre will be borne by the Seller. Should the service centre not confirm the lack of conformity, the Legal Guarantee does not apply, and consequently transport and repair or replacement expenses, if any, will be borne by the user. The Seller will inform the user as to the circumstance and the costs arising in connection with the repair or replacement of the product. The Seller reserves the right to send the quotation issued by the service centre to the user, so that the latter may decide whether to have the product repaired or replaced at his or her expenses or not. The user shall authorise the repair or replacement at his or her expenses in writing. As a consequence of said acceptance, a direct relation will be established between the service centre and the user, from which the Seller will be totally excluded, and in connection with which the same will not shoulder any responsibilities.

In any case, the repair or replacement of defective Products, if due, will be made in the shortest possible time, and save for exceptional circumstances or force majeure, within 60 calendar days of the date of receipt of the defective product by the Seller. Should the replacement or repair originally chosen not be made within said term, the user may request any of the alternative solutions set forth by the Legal Guarantee (replacement, in the event that the solution requested was the repair; repair, in the event that the solution requested was replacement; a price reduction or termination of the contract).

The Seller reserves the right to request that the user attaches the invoice relating to the order to the request to avail him/herself of the Legal Guarantee.

13. Conventional Manufacturer Warranty

13.1 The products sold on the Website may, according to

Note 7 - Insert the Seller's address (addressee, street, No, city/town, postcode, country) where the withdrawal notices must be sent and, should the Seller accept the withdrawal also by phone/fax, the relevant phone/fax number.

Note 8 - Insert the address (addressee, street, No, city/town, postcode, country) where the Products must be returned in case of withdrawal.

their nature, be covered by a conventional warranty issued by the manufacturer (**“Conventional Warranty”**).

The user can only assert his/her right to the warranty with the manufacturer. The duration, extension (including geographic extension), conditions and procedures, the types of damage/defects covered and the possible restrictions of the Conventional Warranty depend on such manufacturer and are indicated in the so-called warranty certificate contained in the product package.

The Conventional Warranty has a voluntary nature and does not replace, restrict, prejudice and/or exclude the Legal Warranty.

13-bis Customer Protection Plan

13bis.1 The Seller offers users who have purchased a Product (“Purchasers”) the possibility of activating an alternative claim resolution plan named “Customer Protection Plan”, which enables the Purchaser to submit, on an exclusive basis, to the decision of PB Online Srl - VAT No. 12429590966 – a claim made by the Purchaser vis-à-vis the Seller (“Customer Protection Plan”). The Customer Protection Plan is offered free of charge, and consequently the Purchaser will not be charged any expenses in connection with the same.

13bis.2 The terms and conditions regulating the access to and activation of the Customer Protection Plan, including any detailed information on said service, are available to the user in the specific section of the Website; in any case, they will be provided to the Purchaser also after the execution of the purchase contract on the Website, in attachment to the order confirmation email.

13bis.3 The Customer Protection Plan does not replace, restrict or prejudice, and does not exclude the rights and reliefs inuring to the benefit of the Purchaser by law (and most notably the right of withdrawal and the legal guarantee of conformity under the Consumer Code – see, in particular, Sections 52 et seq. and 128 et seq. of the Consumer Code), right and reliefs from which the consumer at the conditions set forth by law, may always benefit, and does not replace, restrict, prejudice and/or exclude any rights, reliefs, Conventional Warranties and/or Additional Assistance Services by Payment from which the Purchaser may benefit. Without prejudice to the foregoing, upon submission of the request concerning the activation of the Customer Protection Plan, the Purchaser is bound and undertakes to communicate whether the same has already concurrently activated some of the reliefs among those set forth by law and/or these General Conditions of Sale. In any case, the Purchaser is aware and accepts that the same cannot receive any double indemnities, refunds or compensations inuring in his or her favour.

14. Marketing of Services Provided by Third Parties

14.1 The Seller, in partnership with third parties (“Third Parties”), may offer users the possibility of purchasing, through the Website, services provided by said third parties (“Services Provided by Third Parties”) at the conditions set forth by those Third Parties and contained in the relevant general conditions made available to the user before the purchase of said services, and that the user is required to read in order to purchase them.

14.2 The Services Provided by Third Parties are by payment, and consequently the user is charged the relevant cost. Said cost, any further details on the services, the companies offering them and the modalities in which the same can be activated and/or benefited from will be provided during the purchase procedure, before the user makes the relevant purchase.

14.3 In case of purchase of a Service Provided by a Third Party on the Website, in the event that the user is a consumer, the same will be entitled to withdraw from the contract with the modalities set forth by Articles 11.2, 11.3, 11.4 and 11.4-bis above, without the need to specify the reasons of his or her decision, and without having to incur other costs than those indicated at Article 14.4 below, within 14 calendar days of the date of receipt by the same of the email containing the activation code for the Services Provided by Third Parties and/or indicating the modalities in which the user can benefit from the same. Attached to the email containing the activation code for the Service Provided by a Third Party, the user will receive the applicable Model Instructions of Withdrawal and Model Withdrawal Form. To the extent that they are compatible, the provisions under Articles 11.6, 11.8 and 11.10 above apply.

14.4 If the performance of the Services Provided by Third Parties purchased by users through the Website can start before the expiry of the withdrawal period under Art. 14.3 above, and the user exercises the right of withdrawal after submitting the such request, the user, pursuant to Art. 57, 3rd paragraph, of the Consumer Code, pays to the Seller, unless otherwise agreed, a sum in proportion of the services carried out until when the user informs the Seller of his or her decision to exercise the right of withdrawal, with respect to all the performances set forth by the contract. The pro-rata amount due by the user to the Seller is calculated on the basis of the total price agreed in the contact and indicated in the order confirmation email, and is communicated to the user through the specific messaging system offered by the Platform under Art. 15 below.

15. Customer Service and Complaints

15.1 The user can request information, send communications or submit complaints to the Seller through the specific messaging system of the Platform, to which the user can have access through the reserved area of his or her personal account. Unless the law provides for otherwise, all the other communications between the Seller and the user in connection with the purchase of the Products will be

made using the same system.

- 15.2 The Seller will reply to complaints by way of the messaging system provided by the Platform under Art. 15.1 above within the maximum period of two days of the date of receipt of the same, without prejudice to what set forth by the Customer Protection Plan under Art. 13-bis above.

16. Applicable law; Alternative Dispute Resolution/Online Dispute Resolution

- 16.1 The purchase contract entered into on the Website between the Seller and the user is governed by the Italian law.
- 16.2 In case of users consumers whose habitual residence is not in Italy, the more favourable and mandatory laws of the country in which they have their habitual residence apply. In particular, with regards to the term for exercising the right of withdrawal, the term for the return of the Products (if this right is exercised), the forms and procedures of communicating the right, and the Legal Guarantee of Conformity.
- 16.3 With reference to users consumers, all disputes arising from the application, performance and construction of these Terms and Conditions of Sale, the competent court is the court of the place where the user resides or has elected domicile.
- 16.4 Pursuant to Art. 141-sexies, 3rd paragraph of Legislative Decree No. 206 dated 6 September 2005 ("Consumer Code"), the Seller informs the user who is a consumer according to Art. 3, 1st paragraph, letter a) of the Consumer Code, that, in cases where a dispute between the consumer and the Seller could not be settled further to a complaint submitted directly by the consumer to the Seller, the latter shall provide the consumer with the information about the Alternative Dispute Resolution entity or entities (so called "ADR entities", as set forth by Articles 141-bis et ss. of the Consumer Code) for consumer disputes stemming from a contract executed pursuant to these Terms and Conditions of Sale, specifying whether or not the Seller itself will make use of the relevant ADR entities to settle the dispute. Furthermore, the Seller hereby informs the user who is a consumer according to Art. 3, 1st paragraph, letter a) of the Consumer Code, that a European platform for online dispute resolution for consumer disputes (so called "ODR platform") has been established. The ODR platform is available at the following address <http://ec.europa.eu/consumer/odr/> ; through the platform the consumer could find a list of the ADR entities and relevant link to their websites, as well as start an online dispute resolution procedure for resolving his/her dispute. The above shall be without prejudice to the consumer's rights to resort the court competent for the dispute stemming from these Terms and Conditions of Sale, regardless the outcome of the out-of-court procedure, as well as to start, where applicable, an out-of-court dispute resolution procedure pursuant to Chapter V, Title II-bis of the Consumer Code. The user who is resident in a member state of the European Union other than

Italy may also have access, for any dispute arising from the application, performance and construction of these Terms and Conditions of Sale, to the European procedure set up for minor disputes, by Regulation (EC) no. 861/2007 of the Council of 11 July 2007, on condition that the value of the dispute does not exceed, excluding interest, rights and expenses, the amount of Euro 2,000. The text of the regulation is available for consultation on the website www.eur-lex.europa.eu.

EXHIBIT 4 – MODEL INSTRUCTIONS OF WITHDRAWAL AND MODEL WITHDRAWAL FORM (With instructions for the completion of Edita-

Information on the exercise of the right of withdrawal

MODEL INSTRUCTIONS OF WITHDRAWAL OF

.....(Venditore)

Right of withdrawal

You are entitled to withdraw from the contract, without specifying the reasons, within 14 days. The withdrawal period expires after 14 days:

- a) in the event of a sales contract concerning a single product, as from the day on which you or a third party, other than the carrier, and designated by you, materially comes into possession of the product; or
- b) in case of a sales contract concerning multiple products, ordered through a single order and delivered separately, as from the day on which you or a third party, other than the carrier, and designated by you, materially comes into possession of the last item; or
- c) in case of sales contract concerning the delivery of a product consisting in multiple lots or parts, as from the day on which you or a third party, other than the carrier, and designated by you, materially comes into possession of the last lot or part.

In the event that you have purchased from us, on the website www.ePRICE.it, a service provided by a third party, you may withdraw from the contract, without indicating the reasons, within 14 days as from the day of receipt of the email containing the code for the activation of the service provided by the third party and/or any other possible indications for receiving the service by such third party.

In order to exercise the right of withdrawal, you are required to inform us (at the following address:

.....) of your decision to withdraw from this contract, by expressly stating your intent (e.g. by letter sent through the postal service, fax or email). For said purpose, you can use the model withdrawal form annexed hereto, but this is not mandatory.

You can also fill in, and send in electronic format, the model withdrawal form or any other express statement by following the guided procedure available in the section “Personal Area – Post-Sales Services” (“Area Personale – Servizio Post-Vendita”) of the website www.ePRICE.it. If you choose said option, we will promptly send you confirmation of receipt of your withdrawal communication on durable means (e.g. by email).

In order to comply with the terms of withdrawal, you are only required to send the communication of withdrawal prior to expiry of the withdrawal period.

Withdrawal Effects

If you withdraw from this contract, you will be refunded of all payments made to us, including delivery costs (including any additional charges), without due delay, and in any case no later than 14 days of the date of receipt of your communication concerning your decision to withdraw from this contract. Said refunds will be made using the same payment instrument used by you for the initial transaction, unless you have expressly agreed otherwise; in any case, you will not bear any expenses as a consequence of said refund. The refund may be suspended until the receipt of the goods or until the consumer provides evidence to have re-shipped the goods, if occurring previously.

Without prejudice to the foregoing, in case of partial withdrawal from a sales contract concerning multiple orders, as described in Art. 10.3 of our Terms and Conditions of Sale, the delivery costs that will be refunded to you will correspond to the delivery expenses that you would have paid for each single product concerned by the partial withdrawal, as indicated on the page containing the product description, in consideration of the relevant delivery method that you chose. Under no circumstances will the refund amount exceed the amount of the delivery expenses that you actually paid in connection with the order.

You are kindly requested to return the goods to the following address.....

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without undue delay, and in any case within 14 days of the date on which you have informed us of your decision to withdraw from this contract. The aforesaid term is observed if you return the products before the expiry of the 14-day period

Any direct costs incurred for the re-shipment of the products will be borne by you.

In the event that the goods, in consideration of their nature, cannot be returned via the postal service, in the table below you can find the maximum estimated cost, by product type, of returning the product.

Type of Product	Maximum Estimated Cost
Bulky products, such as a washing machine	About Euro 80,00
Non-bulky products, up to 10kg	About Euro 20,00

In any case, you are responsible exclusively for the loss of value of the goods due to handling the product other than as required for the purpose of defining the nature, features and functioning of the product.

In the event that you have purchased from us, through the website www.ePRICE.it, a service provided by a third party, if you have requested that the service starts during the withdrawal period, you will be charged an amount, calculated on a pro-rata basis, in consideration of the service provided until your communication of withdrawal from the purchase contract of the service of such third party, with respect to the totality of services set forth by the contract.

Model withdrawal form of

..... note¹

- I/We hereby declare to withdraw from my/our sales contract concerning the following goods/services*:

.....

- Order No:

- Order placed on (date) /Received on

- Address of the consumer(s)

- Signature of the consumer(s) (only if this form is notified in paper format).....

- Date

(*) delete the option that does not apply

nota¹ Inserire l'indirizzo del Venditore (destinatario, via, numero civico, città, provincia, CAP, Paese) a cui devono essere inviate le comunicazioni di recesso e, se il Venditore accetta il recesso anche tramite telefono e/o fax, il numero di telefono e/o il numero di fax rilevanti.

EXHIBIT 5 – INFORMATION ON THE PROCESSING OF PERSONAL DATA (PRIVACY POLICY) FOR MARKETPLACE CUSTOMERS (EXHIBIT 5.A) AND INFORMATION ON THE PROCESSING OF PERSONAL DATA (PRIVACY POLICY) FOR THE SELLER (EXHIBIT 5.B)

EXHIBIT 5.A

PRIVACY POLICY PURSUANT TO ART. 13 OF LEGISLATIVE DECREE No. 196 OF 30 JUNE 2003 (“PERSONAL DATA PROTECTION CODE”)

Recitals

The following privacy policy has been drawn up pursuant to Art. 13 of the Personal Data Protection Code, by PB Online Srl s.r.l., in relation to personal data provided by users when accessing and/or registering on the website www.eprice.it (“Website”) or when making a purchase on the same Website. PB Online Srl is the owner of the Website, where it operates as a provider of registration and sales services.

The Website hosts an IT platform, designed and managed by PB Online Srl, which also allows access to third-party sellers, other than PB Online Srl (“Third-party Sellers” or “Sellers”), and purchasers for the purpose of buying and selling goods and/or services online (“Platform”). The Platform houses the MarketPlace, namely, the virtual space created and run by PB Online Srl, where Third-party Sellers can offer and sell their products and complete related purchasing contracts with users. The Third-party Sellers are identifiable by clicking on the Seller’s name in the product sheet selected by users or, should the same product be offered by several Sellers, by clicking on the Seller’s name in the section “Other Sellers”-“Altri Venditori”, in the product sheet selected by users.

Therefore, on the Website users can purchase products sold by PB Online Srl or by Third-party Sellers, after registering on the Website.

As a provider of the registration service, seller, manager of the MarketPlace, and sole party in charge of identifying and implementing the technical and organisational procedures that govern the processing of the personal data stored on the Platform, PB Online Srl assumes the role of “Data Controller”, in compliance with Art. 4, 1st paragraph, letter f) of Legislative Decree no. 196/2003 (“Personal Data Protection Code”)¹, of personal data provided by users on the Website for the purposes set out in point 2 indicated below.

With regard to the personal data provided by users at the time of purchasing a product from a Third-party Seller - as identifiable by clicking on the Seller’s name in the product sheet selected by users or, should the same product be

offered by several Sellers, by clicking on the Seller’s name in the section “Other Sellers”-“Altri Venditori” in the product sheet selected by users - the Third-party Seller will assume the role of autonomous “Data Controller” for processing personal data provided by users on the order form – except for the e-mail address – exclusively in order to perform activities related to the completion of the online purchase and to fulfil administrative and accounting obligations arising for the Seller from the execution of the contract. The Seller will acquire such data only after completion of the online purchasing procedure. For the same purposes, the Third-party Seller will also be the autonomous Data Controller for any personal data provided by users in any correspondence that users may send to the Seller concerning post-sales activities, via the messaging system on the MarketPlace (most notably, through the sections “Contact the seller” – “Contatta il Venditore”, “Evaluate the Seller” – “Valuta il Venditore” and “Request a return” – “Chiedi un reso”).

The following privacy policy is provided, pursuant to Art. 13 of the Personal Data Protection Code, in connection with the processing of personal data provided, gathered or, in any case, processed through the Website, also with reference to all Third-party Sellers, - as identifiable by clicking on the Seller’s name in the product sheet selected by users or, should the same product be offered by several Sellers, by clicking on the Seller’s name in the section “Other Sellers”-“Altri Venditori” in the product sheet selected by users - each time the user purchases a product from a Third-party Seller, and not from PB Online Srl, for the activities described in the following points 1 to 7, as better specified below.

1. Data Controller

The Data Controller for the processing of personal data is PB Online Srl Operations s.r.l., a company with sole shareholder, registered office at Corso Venezia 45 - 20121 Milan (MI), Italy, VAT No./Tax Code 12429590966. With exclusive reference to the case of purchase of a product sold - on the MarketPlace - by a Third party Seller - as identifiable by clicking on the Seller’s name in

note¹ Data Controller”: the natural or legal person, public administration or any other organisation, association or body responsible, even jointly with another data control

the product sheet selected by users or, should the same product be offered by several Sellers, by clicking on the Seller's name in the section "Other Sellers"-*"Altri Venditori"* in the product sheet selected by the user - **the Third-party Seller will assume the role of autonomous Data Controller** for the user's personal data provided on the order form (except for the e-mail address that will not be acquired by the Seller in any way), and any correspondence related to the online purchase, exchanged via the messaging system of the MarketPlace (notably, through the sections "Contact the seller" – "Contatta il Venditore", "Evaluate the Seller" – "Valuta il Venditore" and "Request a return" – "Chiedi un reso", accessible to the user registered on the Website). In this case, the following provisions of this privacy statement will apply, also to the Third-party Seller:

- point 2 (Purpose of processing) **only for the purposes referred to in letters (b) – execution of the contract and post-sales assistance - and (c) - administrative and accounting activities - and in the paragraph "sensitive data";**
- point 3 (Provision of data and consequences in the event of failure to consent to processing) **only for the purposes referred to in letters (b) and (c) of point 2;**
- point 4 (Data processing methods);
- point 5 (Disclosure of data) **limited to points from (v) to (viii);**
- point 6 (Data Storage), **last paragraph;**
- point 7 (Right of access to personal data).

2. Purposes of processing

PB Online Srl will handle the personal data provided by users for the following purposes:

- a. to allow registration on the Website and use of the services reserved for registered users, including the possibility of making online purchases also on the MarketPlace.
- b. to allow the execution of the purchase contract and the proper performance of operations connected with it, including any post-sales assistance. Moreover, even if not registered, users will be able to send requests for information or explanations about the products on sale on the Website. To handle such requests, PB Online Srl will require the provision of certain personal data (e.g. name, surname and e-mail address);
- c. for administrative and accounting purposes, and to fulfil legal obligations;
- d. with the user's prior consent, to send information and promotional materials (including the "newsletter"), discount vouchers and special offers, by PB Online Srl Operations s.r.l., with regard to products and services provided by PB Online Srl or by third parties, as well as for carrying out market research by e-mail and by the postal service (so called **"marketing"** purposes);
- e. with only reference to the e-mail addresses provided by the user when purchasing a product or a service offered and sold on the Website by PB Online Srl

directly, to allow the direct sale of similar products or services without the need for the explicit prior consent of the data subject (as per Article 130, 4th paragraph, of the Personal Data Protection Code), and provided that the user does not exercise the right of objection as described in point 3 below (so called. **"soft spamming"**);

- f. upon the user's prior explicit consent, to allow PB Online Srl to process the user's consumer choices and purchasing habits by identifying the type and frequency of purchases made on the Website, in order to send information and/ or advertising materials of specific interest to the user by e-mail and to improve the proposals sent by PB Online Srl (so called **"profilazione"**).

It should also be noted that:

Authentication Credentials

PB Online Srl will process the registration data in order to offer the user registered with the Website the opportunity, if the same wishes, to register with one of the following websites: www.eprice.it, where PB Online Srl operates as a provider of a registration and sales service and as the data controller for processing the personal data of registered users, using the same registration credentials as the Website ("Websites Powered by PB Online Srl "). The user will be notified of this opportunity before accessing each of the Websites Powered by PB Online Srl and, in any case, only after being invited to read the privacy policy of the Websites Powered by PB Online Srl that the user intends to access with the same registration credentials used for the Website. If the user has given consent to the sending of promotional materials at the time of registering and/or making a purchase on the Website and has subsequently logged in to one of the Websites Powered by PB Online Srl with the same authentication credentials as the Website, the user will not receive promotional materials concerning the Websites Powered by PB Online Srl other than the Website, unless the user explicitly makes a request to receive such information, by selecting the appropriate option on the personal account of each of the other Websites Powered by PB Online Srl .

Data relating to the credit card

To make a payment on the Website by credit card, the user needs to provide credit card details (card number, holder, expiry date and security code). Such data will be acquired by the payment service provider, which will act as an autonomous data controller, without passing through the server belonging to PB Online Srl , which will, therefore, not process this data in any way. The data will be acquired in encrypted format and in accordance with the security requirements provided for by the PCI certification. The payment service uses the SSL (Secure Sockets Layer) Protocol. The user can request, via the Website, the saving of the data, but the data will be saved directly by the payment service provider and will not be acquired by PB Online Srl , which will only keep track of the last four digits of the credit card number, solely and exclusively in order to prevent any fraud concerning online payments. It should be noted that, even if the payment made is for purchasing

a product from a Third-party Seller on the MarketPlace, the credit card data will not be disclosed to the Seller.

Data provided for the “Say it by e-mail”- “Dillo via e-mail” service

When navigating on the Website, registered and non-registered users will be able to indicate one or more products to their friends/contacts if they provide their name and e-mail address, as well as the name and e-mail address of the friend. Users shall be aware that PB Online Srl will not retain such data after the e-mail has been sent, other than for the time strictly required to document the fact that users’ requests have been handled. To use this service, data subjects need to be able to legitimately use the data of their friends/contacts.

Sensitive Data

To register with the Website and to make a purchase via the Website, the provision of sensitive data is never requested. The user may, instead, be requested to provide documents proving the existence of a disability, and therefore the provision of sensitive data, if the user intends to benefit from the reduced VAT rate for the purchase of a product that allows the application of said regime, pursuant to Law No. 30 of 28 February 1997. The data provided in this way will be processed by the seller of the product, be it PB Online Srl or a Third-party Seller, for the sole purpose of allowing the seller of the product to comply with the provisions of Law No. 30 of 28 February 1997, regarding the application of the reduced VAT rate.

Navigation Data

Users can access the Website and view the products offered for sale without being asked to provide any personal data. However, during their normal operation, the computer systems and software used to operate the Website acquire some personal data, whose transmission is implicit when using internet communication protocols. Such data are not collected for the purpose of being associated with identified data subjects; however, also in consideration of their nature, they could make it possible to identify the user through processing or associating procedures.

This category includes IP addresses or domain names of the computers used by users who access the Website, the URL addresses of the requested resources, the time of the request, the method used to submit the request to the server, the size of the file received in reply, etc. Such data are used to extract anonymous statistics on the use of the Website (most notably, the number of accesses) and to check proper functioning. In this process, the processing of data for direct identification is not provided.

With the aforesaid methods, browsing data will be acquired exclusively by PB Online Srl .

3. Provision of data and consequences of failure to consent to processing

The provision of data for the purposes referred to in letters (a), (b) and (c) in point 2 above is optional. However, since

such processing is required in order to enable registration on the Website and the provision of reserved services, including the online purchasing service, any refusal to provide the data in question will make it impossible to register with the Website and/or to complete an online purchase. With reference to the purposes of processing referred to in letters (d) (“marketing”) and (f) (“profiling”) in point 2 above, consent to the processing of personal data is purely optional and can be given by selecting a relevant box, for each separate purpose, at the bottom of the registration form for the Website. Failure to consent will not affect the ability to register with the Website and/ or to make purchases on it, and will only imply the consequences set forth below:

- failure to consent to the processing of personal data for the purposes referred to in point 2, letter (d) (“marketing”) above will make it impossible to receive any information or promotional materials (including the “newsletter”), discount vouchers and special offers from PB Online Srl with regard to the products and services of PB Online Srl or third parties, or to carry out market research by e-mail and the postal service;
- failure to consent to the processing of personal data for the purposes referred to in point 2, letter (f) (“profiling”) above will make it impossible for PB Online Srl to carry out any analysis of the user’s consumer choices, by identifying the type and frequency of the purchases made on the Website in order to send information and/or advertising materials of specific interest to the user.

In any case, the user may revoke any consent given for the purposes described in letters (d) (“marketing”) and (f) (“profiling”) in point 2, namely, object to processing for the purposes referred to in letter (e) (“soft spamming”), by contacting PB Online Srl at the address specified in point 1 above. Moreover, solely for the purposes described in letters (d) (“marketing”) and (e) (“soft spamming”) in point 2 above, the user will be able to object to the processing of personal data also via the special link at the bottom of any e-mail containing promotional materials sent by PB Online Srl . Any refusal expressed through such procedures will be effective also in connection with the shipment of information via the postal service.

4. Data processing methods

Data processing will be mainly carried out with the aid of electronic or automated tools, in the manner and with the appropriate resources to ensure the security and confidentiality of the data, in compliance with the provisions of the Personal Data Protection Code. In particular, all technical, IT, organisational, logistical and procedural security measures will be taken to guarantee the minimum level of protection for the data as provided by law. Access will only be granted to those in charge of data processing designated by the Data Controller or to data processors appointed by the Data Controller.

PB Online Srl does not intend to transfer personal data to Countries not belonging to the EU or EEA.

With reference to a Third-party Seller, should it decide to transfer the data processed for the purposes mentioned

in point 2 (b) and (c) above to a Country not belonging to the European Union or the European Economic Area, it is understood that such transfer shall be carried out (i) in accordance with a decision of the European Commission acknowledging that the Country to which data are transferred ensures an adequate level of protection or, in the absence of such a decision (ii) pursuant to adequate safeguards, such as the standard contractual clauses adopted by the European Commission under Art. 26(4) of EU Directive 95/46/ EC, or pursuant to binding corporate rules “BCR”, in accordance with Art. 44 (1) (a) of the Personal Data Protection Code. The user is entitled to request to the Third-party Seller, to the address quoted in point 1 above, any further information regarding the transfer modalities, including the information as to where the data have been made available.

5. Data Communication

The personal data provided by the user for the purposes described in Point 2 above may be transmitted or disclosed to the following parties:

- (i) companies in the PB Online Srl group, to which PB Online Srl belongs, and/or employees and/or collaborators of PB Online Srl and/or the PB Online Srl group, in order to carry out administrative, accounting and IT and logistical support activities, who act as appointed data processors and persons in charge of data processing respectively;
- (ii) companies or consultants appointed for the installation, maintenance, updating and, in general, the management of hardware and software of PB Online Srl (including the Platform);
- (iii) companies appointed by PB Online Srl to send information online;
- (iv) those appointed to repair products purchased under the legal guarantee of conformity, in the event that PB Online Srl acts as the seller of the purchased product;
- (v) those appointed to repair products purchased under the legal guarantee of conformity, in the event that PB Online Srl acts as the seller of the purchased product;
- (vi) those appointed to repair products purchased under the legal guarantee of conformity, in the event that PB Online Srl acts as the seller of the purchased product;
- (vii) those (including public authorities) who have access to data by virtue of legislative or administrative orders;
- (viii) those, other than those listed above, appointed as data processors or persons in charge of data processing by the Seller, in order to carry out activities connected with the execution of the purchase contract, in all cases in which the user purchases a product sold by a Third-party Seller on the MarketPlace.

No personal data provided by users for the purpose of registering with the Website and/or purchasing via the

Website are subject to disclosure. The updated list of data processors and persons in charge of data processing can be consulted at the headquarters of the Data Controllers.

6. Data Storage

Personal data will be stored exclusively for the period required in order to ensure the proper performance of the services offered.

In case of closure of the account on the Website upon the user's request, the data contained therein will be retained for administrative purposes for a maximum period of three months, except in case of specific requirements set forth by law on the storage of accounting documents or for public security purposes.

In any case, it is understood that personal data will be stored and processed for the purposes under letters (d) “marketing” and (f) “profiling” at point 2 above, for the period allowed by law and the provisions of the Italian Data Protection Authority. At the end of said period, PB Online Srl may request that the user renew his or her consent to the processing of personal data for said purposes or to make them anonymous and retain them exclusively for statistical purposes.

In connection with the processing carried out by each Third-party Seller - as identifiable by clicking on the Seller's name in the product sheet selected by users or, should the same product be offered by several Sellers, by clicking on the Seller's name in the section “Other Sellers”-“Altri Venditori” - in the product sheet selected by user, with reference to the activities indicated at point 2, letter (b) - execution of the contract and post-sales assistance - and (c) -administrative-accounting activities - above, personal data will be stored for the time set forth by provisions regulating the retention of contractual and accounting documents, and in any case for the time allowed and for public security purposes.

7. Right of access to personal data

Pursuant to Art. 7 of the Personal Data Protection Code, the user is entitled to do what follows:

- a. receive confirmation as to the existence of personal data concerning the same and their communication in a clear way;
- b. receive from each Data Controller:
 - information on the source of such personal data, the purposes and methods of processing, the logics adopted in connection with data processing carried out using electronic tools;
 - information on the identification data concerning each Data Controller;
 - information on the entities or classes of entities to whom the data may be transmitted or that might receive them, as representatives designated for the Italian territory, as data processors or persons in charge of data processing;
- c. obtain:
 - updates, corrections or supplements in

connection with the data concerning the same;

- the deletion, anonymisation or blocking of data processed in violation of the law, including those that must be stored for the purposes for which the data have been collected or subsequently processed;
- evidence of the fact that those to whom said data have been disclosed or transmitted have been informed of the operations indicated in the points above, including the relevant content, unless such obligation is impossible to fulfil or requires the use of means clearly disproportionate to the protected right at hand;

d. object, in part or in full:

- for legitimate reasons to the processing of data concerning the same, even if relevant to the purpose of their collection;
- to the processing of personal data concerning the same, for commercial information, the shipment of advertising materials or direct sales, market research or commercial communications.

The aforesaid rights may be exercised with request to the Data Controller, at the address indicated at point 1 of this policy.

The data subject's right to oppose to the processing of personal data for commercial communication purposes carried out using automated contact methods (email or fax) is extended also to traditional means (the postal service), without prejudice to the possibility for the data subject to exercise his or her rights partially, pursuant to Art. 7, 4th paragraph, letter b) of the Personal Data Protection Code, for example by objecting exclusively to the shipment of promotional messages through automated means.

EXHIBIT 5.B

PRIVACY POLICY PURSUANT TO ART. 13 OF LEGISLATIVE DECREE No. 196/2003 (“PERSONAL DATA PROTECTION CODE”)

This information is provided by PB Online Srl for all Sellers joining the Marketplace. Unless otherwise specified, the capitalised words used herein will have the same meaning as indicated in the Contract.

1. Data Controller

The data controller for the processing of personal data is PB Online Srl Operations s.r.l., a company with sole quotaholder, registered office at Corso Venezia 45 - 20121 Milan (MI), Italy, VAT No./Tax Code 12429590966

Purposes of processing

In its capacity as the manager of the Marketplace, PB Online Srl will handle the personal data provided by Seller in the Application Form and the Authentication Details used by the Seller for registering on the Transaction Platform and, more in general, the data provided by the Seller in the contractual relation with PB Online Srl in connection with the performance of the obligations arising out of the performance of the Transaction Platform Access and Use Service, the Marketplace Participation Service, the Sales Service and, whenever requested by the Seller, the Logistics Service provided by PB Online Srl and outlined in the Contract, as well as for administrative and accounting purposes and in order to enable PB Online Srl to comply with legal requirements, regulations, and the requests of public authorities.

Upon the Seller's prior consent, PB Online Srl may also process personal data for the purpose of sending commercial communications concerning products or services, either of PB Online Srl or of third parties, that could be of interest to the Seller, by way of automated systems (e.g. by email or fax) or via the postal service.

2. Provision of data and consequences of failure to consent to processing

The provision of data for the purposes referred to in the first paragraph of point 2 above is optional and does not require the data subject's prior consent. However, failure to provide said data might result in PB Online Srl being unable to enter into the Contract with the Seller, or fulfil, in part or in full, its obligations under the Contract.

The provision of data for the purposes indicated in the second paragraph of point 2 above is optional and requires the data subject's prior consent. Failure to consent will not affect the possibility of entering into the Contract and/or registering with the Transaction Platform, and will only result in PB Online Srl not being allowed to send commercial messages that are not strictly related to the performance of the Contract.

3. Data processing methods

Data processing will be mainly carried out with the aid of electronic or automated tools, in the manner and with the appropriate resources to ensure the security and confidentiality of the data, in compliance with the provisions of the Personal Data Protection Code. In particular, all technical, IT, organisational, logistical and procedural security measures will be taken in order to guarantee the minimum level of protection for the data as provided by law. Access will only be granted to those in charge of data processing designated by the Data Controller or to data processors appointed by the Data Controller.

4. Data Communication

The personal data provided by the Seller for the purposes described in Point 2 above may be transmitted or disclosed to the following parties:

- (i) Companies Within the Group and/or employees and/or collaborators of PB Online Srl and/or Companies Within the Group, in order to carry out administrative, accounting and IT and logistical support activities, which act as appointed data processors and persons in charge of data processing respectively;
- (ii) companies or consultants appointed for the installation, maintenance, updating and, in general, the management of hardware and software of PB Online Srl (including the Transaction Platform);
- (iii) companies appointed by PB Online Srl to send information online;
- (iv) all public and/or private persons, natural and/or legal persons (legal, administrative and tax consulting firms), if such disclosure is necessary or appropriate to the proper performance of the obligations arising in connection with the management of the Marketplace and, more in general, with the Contract, in addition to the obligations set forth by law;
- (v) forwarders and persons in charge of the delivery and/or collection of products purchased in connection with the Logistics Service, if applicable;
- (vi) a tutti quei soggetti (ivi incluse le pubbliche those (including public authorities) having access to data by virtue of legislative or administrative orders.

No personal data are subject to disclosure. The updated list of data processors and persons in charge of data processing can be consulted at the headquarters of the Data Controller

5. Data Storage

Personal data will be stored exclusively for the period required in order to ensure the proper performance of the services offered under the Contract, and for the time required by provisions concerning the storage of contractual and accounting documents or for purposes related to public security.

6. Right of access to personal data

Pursuant to Art. 7 of the Personal Data Protection Code, the Seller is entitled to do what follows:

- a. receive confirmation as to the existence of personal data concerning the same and their communication in a clear way;
- b. receive from the Data Controller:
 - information on the source of such personal data, the purposes and methods of processing, the logics adopted in connection with data processing carried out using electronic tools;
 - information on the identification data concerning the Data Controller;
 - information on the entities or classes of entities to whom the data may be transmitted or that might receive them, as representatives designated for the Italian territory, of data processors or persons in charge of data processing;
- c. obtain::
 - updates, corrections or supplements in connection with the data concerning the same;
 - the deletion, anonymisation or blocking of data processed in violation of the law, including data that must be stored for the purposes for which they have been collected or subsequently processed;
 - evidence of the fact that those to whom said data have been disclosed or transmitted have been informed of the operations indicated in the points above, including the relevant content, unless such obligation is impossible to fulfil or requires the use of means clearly disproportionate to the protected right at hand;
- d. object, in part or in full:
 - for legitimate reasons to the processing of data concerning the same, even if relevant to the purpose of their collection;
 - to the processing of personal data concerning the same, for commercial information, the shipment of advertising materials or direct sales, market research or commercial communications.

The aforesaid rights may be exercised with request to the Data Controller, at the address indicated at point 1 of this policy.

The data subject's right to oppose to the processing of personal data for commercial communication purposes carried out using automated contact methods (email or

fax) is extended also to traditional means (the postal service), without prejudice to the possibility for the data subject to exercise his or her rights partially, pursuant to Art. 7, 4th paragraph, letter b) of the Personal Data Protection Code, for example by objecting exclusively to the shipment of promotional messages through automated means.

EXHIBIT 6 – INSTRUCTION FOR THE USE OF THE TRANSACTION PLATFORM

Introduction

This guide contains introductory information on how the Transaction Platform offered by PB Online Srl works: the description provided is general, and could lack some specific details, or be slightly different from the ambience where you will work.

The process, passages and contents might differ depending on the configuration or updates of Transaction Platform; consequently, this brief guide is not intended to be exhaustive, or strictly correspondent to real conditions, but merely serves as reference for preliminary and daily operations in connection with the functionalities available to Sellers participating in the MarketPlace.

Further information or more details can be requested by writing an email to the dedicated Customer Service.

Modalities for connecting to the MarketPlace

The platform offers various connection modalities and, irrespectively of your product catalogue breadth, it can offer you a solution that suits your needs.

Each Seller can use the Transaction Platform through an Internet browser (e.g. Internet Explorer, Firefox or Google Chrome).

More experienced Sellers may also use some API Libraries, which make it possible for each Seller to manage its activities in a totally automated way. For further information, you can contact the Customer Service.

Connection through the Back-Office

Log in to the Transaction Platform

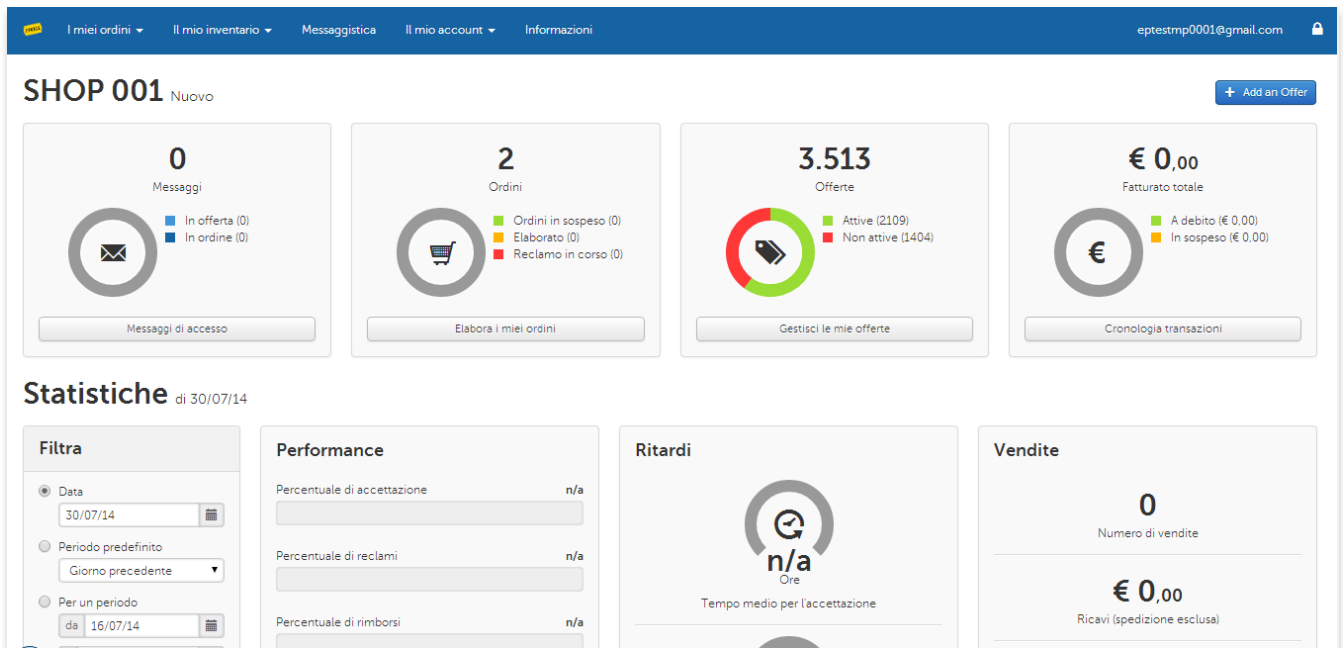
You can use your favourite browser to log in, even though, for the purposes of a better visualisation and user experience, it is advisable to use the latest Google Chrome version.

In the section reserved to the address, insert the URL **<http://marketplace.eprice.it>**, using the credentials received via email after registration.

Interface

After logging in, you will see the managing interface: it is the Seller's homepage, and it will feature the most important details concerning the performances and sales on the MarketPlace.

Moreover, you will also have direct links connecting you to your Messages, Orders, Catalogue of Offers and the status of your transactions.



Change or reset your password for accessing the Transaction Platform

If you wish to change or reset your password, you can use the following link:

My Account > Set password > password / Il mio Account > Impostazioni account > password

Impostazioni account

Password >

Chiave API >

Nome utente

Email:

Conferma:

Password

Password corrente *:

Nuova password *: 8 characters minimum, with one letter and one digit.

Conferma *:

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Create and manage Offers

Recommendations before starting

The term “offer” means the possibility of offering to clients, on the website, one or more products from your catalogue; therefore, as a first step, we suggest that you always try to upload some offers, to check if the products are available in the MarketPlace catalogue.

Through the “Search” page contained in the section **“My inventory > Add offer” / Il mio inventario > Importa offerte da file**, you can check which products are available in order to create your offer.

Create Products

If, during searching, you have not found the product for which you wanted to create an offer, you can create a new product in the catalogue, through the following tool: **“My inventory > Import offer from file” / Il mio inventario > Importa offerte da file**

We advise that you carefully read the full-version manual before creating products or, in any case, that you contact us.

Manage Orders

If an order received by the platform contains one or more of your products, the platform will alert you with an email. You will be granted access to the back-office and will have to go to **“My orders > Orders to be processed” / I miei ordini > Ordini da elaborare**

The platform enables you to manage the order processing status, until indication that it has been shipped, insert the tracking number, upload documentation, such as the transport documents and invoices, etc.

Ordini

7 risultati

Creato	Ordine n.	Q.tà	Dettagli	Stato	Importo
31/07/14 - 11:16	9001937-A	1	Custodia "Flapcase" per Samsung Galaxy S II, pelle nero (100779395)	In attesa di accet...	€ 34,49
31/07/14 - 10:46	9001936-A	1	Cavo connessione telefono-hi fi orig. ericsson (101290652)	In attesa di accet...	€ 24,49
		1	Cavo dati orig. samsung e810 (101290665)	In attesa di accet...	€ 19,00
31/07/14 - 10:28	9001935-A	1	Caricabatteria da auto HIGHT SPEED MULTI CHARGER (100620202)	In attesa di accet...	€ 42,49
30/07/14 - 18:07	9001929-A	1	Cavo dati usb con software orig. samsung p730 / s341 (101290670)	In corso di spedi...	€ 30,49
		1	Cavo dati orig. samsung e810 (101290665)	In corso di spedi...	€ 19,00
29/07/14 - 17:55	9001907-A	1	VOYAGER LEGEND Auricolare Bluetooth Mono (101184941)	In corso di spedi...	€ 56,49
29/07/14 - 16:07	9001901-A	1	XPW400BANK Caricabatterie Portatile con 2 Porte USB (101028718)	In corso di spedi...	€ 19,49
24/07/14 - 12:58	9001833-A	2	IHM61 Mini Speaker Ricaricabile LED Multicolore (100781222)	Rimborso in c...	€ 52,49

Elabora

7 risultati

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Mirakl MP v3.14

Messaging System

You can always get in contact with the client and PB Online Srl , through the messaging system of the platform, which will alert you via email if you receive any messages.

Reports

On the platform you can find the history of all your transactions on the MarketPlace, and easily create comprehensive reports that can be conveniently read and reviewed at any time.

Further information

For further information, you can download the full-version of the Seller's manual from your Back Office through the following link:

“My inventory > Import offer from file / Il mio inventario > Importa offerte da file

For further assistance, you can contact the dedicated Customer Service at the following address: marketplace@eprice.it

EXHIBIT 7 – LIST OF BANNED PRODUCTS

Some categories of products cannot be published and sold on PB Online Srl .it; this can be due to legal or regulatory reasons, or to the fact that such products are not compliant to the guide lines or the commercial policies of the Marketplace. Most notably, products breaching third parties' rights or represented by offensive or violent images cannot be accepted.

Except for what set forth above, products belonging to the following categories are generally accepted:

- Consumer Electronics and Accessories
- Phones and Accessories
- Information Technology
- Photography and Accessories
- Household Appliances
- Toys (compliant to safety directives)
- Products for the House and Furniture
- Products for Children and Family
- Fashion, Jewels and Watches
- Outdoor activities, Sports and Travels
- Health-care, Beauty and Fitness
- DIY, Gardening and products for animals
- Software and videogames
- Books, films and DVDs
- Products and accessories for automobiles, motorbikes and nautical products

Restrictions on products and categories

In general, products that cannot be included in the aforesaid categories cannot be accepted, and will be automatically excluded:

- Live animals, parts or products derived from protected animal species or plants
- Adults-only products
- Drugs and related accessories
- Cutting weapons, firearms and relevant parts, spare parts, ammunition, gunpowder and other explosive materials
- Identity documents, government licenses and uniforms
- Dangerous materials
- Objects that encourage illicit activities
- Objects related to the armed forces
- Pharmaceuticals or similar products requiring a prescription
- Products or composite products saleable exclusively in pharmacies or OTC pharmacies
- Any product containing ingredients subjected to regulations under the applicable legislation
- Plants, seeds and products derived from plants whose sale is prohibited or subjected to authorisation
- Food
- Alcoholic drinks
- Cigars, cigarettes, including tobacco and herb cigarettes
- Products breaching IP rights or any other type of rights (e.g. image or personal rights)
- Products having a pornographic content
- Products containing the human growth hormone
- Any other product that, according to ePRICE, is not considered suitable for sale through our Services (including items defined as banned in the aforesaid lists and documents)

EXHIBIT 9 - LIST OF ELIGIBLE COUNTRIES

1.1 - Eligible Countries List

Italy; Austria; Belgium; Cyprus; Estonia; France; Finland; Greece; Germany; Ireland; Latvia; Lithuania; Luxembourg; Malta; Netherlands; Portugal; Slovakia; Slovenja; Spain; Bulgaria; Denmark; Great Britain; Poland; Czech Republic; Romania; Sweden; Hungary; Croatia.

1.2 - Countries where the Products Sold can be delivered to the Purchaser

- Italy

ANNEX 10 - DATA PROTECTION ADDENDUM _ APPOINTMENT AS EXTERNAL PROCESSOR UNDER ARTICLE 28 OF THE REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 27 APRIL 2016 ON THE PROTECTION OF NATURAL PERSONS WITH REGARD TO THE PROCESSING OF PERSONAL DATA AND ON THE FREE MOVEMENT OF SUCH DATA, AND REPEALING DIRECTIVE 95/46/EC (GENERAL DATA PROTECTION REGULATION) (“GDPR”)

The Seller, represented by its pro-tempore legal representative, in its capacity as data controller, as defined in the GDPR (hereinafter, “**Data Controller**” or “**Seller**”)

on one side

PB ONLINE S.R.L., with registered office in Corso Venezia, 45 20121 Milano, in its capacity as data processor, as defined in the GDPR (hereinafter, “**Data Processor**” or “**PB ONLINE**”)

on the other

(the Data Controller and the Data Processor, collectively the “**Parties**”)

I. Object

These clauses define the conditions under which the Data Processor undertakes to perform, on the Data Controller’s behalf, the Personal Data Processing activities defined below.

In their contractual relationship, the Parties undertake to comply with the Personal Data Protection Laws applicable from time to time, and notably the GDPR.

II. Definitions

“**Agreement**”: means the Marketplace contract entered into between the Data Controller and the Data Processor of which this DPA is an integral part.

“**Addendum**”: means this addendum, including all its annexes, if any.

“**Personal Data**”: means personal data, as defined under Article 4.1) of the GDPR, which is the object of this Addendum.

“**GDPR**”: means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“**Data Subject**”: has the meaning indicated at Article 4.1) of the GDPR.

“**Personal Data Protection Laws**”: means any law or regulation, including the laws and regulations of the European Union and of Member States, applicable to the processing of Personal Data, including the GDPR.

“**Processing**”: has the meaning indicated at Article 4.2) of the GDPR.

“**Personal Data Breach**”: has the meaning indicated at Article 4.1) of the GDPR.

III. III. Description of the Processing Activities Entrusted to the Data Processor

The Data Processor is authorised to process, on the Data Controller’s behalf, the Personal Data required for the purpose of rendering the services describe into the Agreement (“**Services**”).

The Processing activities that will be performed by the Data Processor are the following:

- Collection,
- Recording,
- Organisation,
- Structuring,

- Storage,
- Adaptation or alteration,
- Retrieval,
- Consultation,
- Use,
- Disclosure by transmission, dissemination or otherwise making available,
- Alignment or combination,
- Restriction, erase or destruction;

The nature of the Processing activities performed by the Data Processor is defined by the scope of application of the Agreement.

The purpose of the Processing activities entrusted to the Data Processor is exclusively to perform the Agreement by rendering the Services.

The categories of Personal Data whose Processing is entrusted to the Data Processor are the following:

- Name
- Identification number (VAT number, address, phone number, mobile, email)
- Copy of ID card,
- Signature
- Legal,
- Economic,
- Photo, video and image
- Other information _____

The categories of Data Subjects whose Personal Data will be processed by the Data Processor are the following:

- Customers
- Prospect of potential
- User

IV. Duration of Addendum

This Addendum will be effective from the date of its execution and for the entire duration of the Agreement, and consequently, when the Agreement terminates, for any reason, also the effects of this Addendum will terminate instantly. The confidentiality obligations and the prohibition to disclose and/or communicate the data will apply to the Data Processor also subsequently to the termination of the Agreement and this Addendum.

V. Obligation of the Data Processor to the Data Controller

The Data Processor undertakes to do what follows:

1. process the Personal Data exclusively for the purpose hereunder, and notably, as indicated at paragraph III above, only and exclusively for a proper performance of the Agreement and of the Services without prejudice to the right of PB ONLINE to process the Personal Data (also the same Personal Data for which the Treatment pursuant to this Addendum is delegated), in the capacity of Data Controller, as established by the Agreement;
2. communicate the Personal Data to further data processors, if appointed by the Data Processor in accordance with Article 28 of the GDPR and Article V.9 below, and to the persons authorised to process the personal data under the Data Processor's authority ("Data Handlers"), if instructed to do so by the Data Processor, pursuant to Article 29 of the GDPR, and formally designated by the same, in compliance with this article.
3. treat Personal Data in compliance with the documented instructions provided by the Data Controller ("Instructions"), also in case of transfer of Personal Data to a third country or an international organisation, unless required by the European Union Law or the national laws to which the Data Processor is subject; in that case, the Data Processor shall inform the Data Controller of said legal obligation prior to the data Processing, unless under the laws of the European Union or of the relevant Member State said communication is prohibited for significant reasons of public interest. If the Data Processor deems that an instruction constitutes a infringement of the GDPR and/or of any other provision set out by the European Union Law or by the laws of any Member State in connection with the protection of personal data, the same shall immediately inform the Data Controller thereof.

Furthermore, the ePRICE as a Data Processor will do what follows:

4. declare to have the experience, expertise and accountability required in order to implement adequate technical and

organisational measures for the Processing of Personal Data, in order to comply with the requirements set out by the GDPR and ensure the protection of the data subject's rights;

5. safeguard the confidentiality of Personal Data;
6. guarantee that the Data Handlers will undertake to observe the confidentiality of Personal Data or be bound by an adequate legal obligation of confidentiality and receive the training required in connection with the protection of personal data;

Finally, the Data Processor undertakes to do what follows:

- promptly inform the Data Controller if, during the verifications concerning the security measures implemented with regard to Personal Data, that the Data Processor is required to conduct on a regular basis, any shortcomings emerge with reference to the security of the Processing activities;
- enable the Processing of Personal Data and/or disclose the Personal Data exclusively to the Data Handlers formally designated, instructed in writing and duly trained by the same;
- provide the Data Controller, upon request, with a list of the Data Handlers dealing with the Personal Data.

7. Further Data Processors

The Data Controller authorises the Data Processor, in general, to have recourse to another data processors (the "Other Data Processor" or "Sub-Processor") for the performance of specific processing activities, pursuant to Article 28.2 of the GDPR. In the event that the Data Processor has recourse to a Sub-Processor, the former shall inform the Data Controller in writing, of any changes planned in connection with the substitution or designation of other data processors.

The Data Controller can oppose said changes in adequate period without prejudice to the fact that this opposition, according to the provisions article of the Agreement, may result in termination of the Agreement. PB ONLINE, as Data Processor, will provide the Seller a list of Sub-Processor, if requested.

The Data Processor undertakes to execute, with the Sub-Processor, an agreement or any other legal act valid under the European Union or Member States laws, and impose on the Sub-Processor by virtue of said agreement or other instrument, the same obligations relating to Personal Data protection as those contained in this Addendum, in the instructions, in the GDPR and/or in the Personal Data Protection Laws, setting out, notably, sufficient guarantees in connection with the adoption by the Sub-Processor, with respect to the Personal Data whose Processing has been entrusted to the same, of adequate technical and organisational measures, in order to ensure that the Processing of Personal Data is compliant with the requirements set out by the GDPR.

The Sub-Processor shall fulfil all the obligations hereunder and the follow the Instructions provided by the Data Controller. The Data Processor shall ensure that the Sub-Processor will provide sufficient guarantees in connection with the adoption of adequate technical and organisational measures aimed at ensuring that the Processing will comply with the requirements set out by the GDPR. Should the Sub-Processor fail to perform its obligations concerning personal data protection, the Data Processor will be entirely responsible to the Data Controller in connection with the performance of the Sub-Processor's obligations.

8. Information for the Data Subject

The Data Controller shall provide the information under Articles 13 and 14 of the GDPR to the Data Subjects in the circumstances, with the modalities and by the deadlines set out at Article 12 of the GDPR. .

9. Exercise of the Data Subject's Rights

Having regard to the nature of the processing, the Data Processor will assist the Data Controller with adequate technical and organisational measures, to the maximum possible extent, for the purpose of enabling the latter to fulfil its obligation to meet any requests concerning the exercise of the data subject's rights under Chapter III of the GDPR: right of access, right of rectification, right of erasure, right to object, right of restriction of processing, right of data portability and right to object automated decision-making, including the profiling of data, having on the data subject the effects under Article 22.1 of the GDPR.

In the event that the Data Subjects send their requests to exercise the rights under Chapter III of the GDPR to the Data Processor, the latter shall promptly forward them to the Data Controller by email at the address indicated at Article X below.

10. Notification of a Personal Data Breach

The Data Processor will inform the Data Controller of any Personal Data Breach of which the same becomes aware, without undue delay, and in any case no later than 24 hours after becoming aware thereof. The notification, to be made by e-mail to the address at Article X below, must be accompanied by all the documentation that may be useful to enable

the Data Controller, if necessary, to report the breach to the supervisory authority, pursuant to Articles 33.1 and 33.3 of the GDPR, and to the Data Subject, in accordance with the provisions of Article 34 of the GDPR.

The notification must contain, where applicable, at least the following information:

- a description of the nature of the Personal Data breach, including, wherever possible, the categories and approximate number of Data Subjects concerned, and the categories and approximate number of Personal Data registrations affected by the breach;
- the name and contact details of the Data Processor's DPO, if appointed, or of any other contact person of the Data Processor from which further information can be requested;
- a description of the possible consequences of the Personal Data Breach;
- as the case may be, having regard to the nature of the Data Processing, of the Services and of the Agreement, a description of the remedial measures adopted or proposed by the Data Processor in connection with the Personal Data Breach and also, as the case may be, to mitigate its possible adverse effects.

In the event and to the extent that the Data Processor is unable to concurrently provide all the information above, said information may be provided subsequently, without any undue delay and without prejudice to the Data Controller's right to request, at any time, further information on the Personal Data Breach reported by the Data Processor, also for the purpose of the fulfilment of the obligations arising for the Data Controller under Articles 33 and 34 of the GDPR, and of the Data Processor's obligation to provide the information required. The foregoing is without prejudice to the Data Controller's faculty to provide more specific and detailed Instructions in connection with the Personal Data Breach and the relevant notification by the Data Processor.

11. The Data Processor's assistance for the performance of the Data Controller's obligations relating to the assessment of the impact on personal data protection and for the provision of the prior consultation

Having regard to the nature of the processing and of the information at the Data Processor's disposal, the same will provide assistance to the Data Controller in connection with the following activities:

- a) assessment of the impact on the protection of Personal Data pursuant to Article 35 of the GDPR; and
- b) in the subsequent prior consultation, if any, of the supervisory authority pursuant to Article 36 of the GDPR.

12. Security Measures

Having regard to the nature, object, context and purposes of the Processing, and also the risk – of varying likelihood and severity – concerning the rights and freedom of natural persons, the Data Processor undertakes to implement adequate technical and organisational security measures aimed at ensuring an adequate safety level, commensurate to the risk involved, including, inter alia, what follows, as the case may be:

- the pseudonymisation and encoding of personal data;
- the means protecting the confidentiality, security, availability and resilience of processing systems;
- the means enabling a prompt restoration of the availability and access to personal data in case of technical or physical incident;
- a procedure aimed at testing, verifying and assessing, on a regular basis, the effectiveness of the technical and organisational security measures adopted for the purpose of ensuring the protection of the data processing.

13. 13. Retention of Personal Data during the period of effectiveness of the Addendum and their removal or return after its termination

For the period of effectiveness of the Addendum, the Data Processor undertakes to retain the Personal Data only and exclusively for the time strictly required for the achievement of the purposes of the Processing and the proper performance of the obligations arising from the Addendum, as indicated by the Data Controller in its Instructions, except in case of obligation for the Data Processor to retain Personal Data under European Union or Member State laws to which the same is subject.

In case of termination, for any reason, of the Addendum, the Data Processor undertakes to do what follows:

- a) cease the Processing; and
- b) without prejudice to the retention obligations arising for the same in connection with the Personal Data under European Union or Member State laws to which the same is subject, at the Data Controller's choice, within seven business days:
 - remove and/or delete all Personal Data, irrevocably and permanently, and in any case, in accordance with the Instructions; or
 - return all Personal Data; or
 - send the Personal Data to a data processor indicated by the Data Controller.

The return or delivery must be accompanied by the removal and/or deletion of all existing copies contained in the Data Processor's IT system, unless European Union or Member State laws set out the retention of said data. Subsequently, the Data Processor will justify their removal in writing.

The period at paragraph b) above will be indicated by the Data Controller to the Data Processor by e-mail, at the address specified at Article X below.

14. Data Protection Officer ("DPO")

The Data Processor will provide the Data Controller with the name and contact details of the DPO, if designated, in accordance with the provisions of Article 37 of the GDPR, or on a voluntary basis.

15. Register of Processing Activities

The Data Processor will inform the Data Controller, if requested, if the same keeps a register of the processing activities carried out on the Data Controller's behalf, to the intents and in accordance with the contents indicated at Article 30.2 of the GDPR,

16. Documentation

The Data Processor will provide the Data Controller with all the information and documentation required in order to evidence the observance of the obligations set out by the GDPR, including of the relevant Article 28, and hereunder, enabling and contributing to review activities, including inspections, carried out by the Data Processor or any other person entrusted by the same.

VI. The Data Controller's Obligations to the Data Processor

The Data Controller undertakes to do what follows:

1. provide the Data Processor with the Personal Data in the circumstance in which, in consideration of the Agreement and/or the Services, they are not collected and/or acquired by the Data Processor directly, on the Data Controller's behalf;
2. document in writing all the instructions concerning the Processing of Personal Data carried out by the Data Processor, notably by providing the Instructions by email at the address indicated at Article X below.

The Data Controller will monitor, for the entire duration of the Addendum, the fulfilment of the obligations arising for the Data Processor under the Instructions, the Addendum and the Personal Data Protection Laws, including the GDPR, and supervise the Processing activities performed by the Data Processor, also by means of audits and/or inspections at the Data Processor's offices. Said inspections and/or audits will follow a notice, sent by e-mail at the address indicated at Article X below, of ten business days

VII. Transfer of Personal Data to a Third Country

In the event that the Data Processor intends to transfer the Personal Data to a third country, the same undertakes to do what follows:

- previously inform the Data Controller of said intention, by email specifying the third country of destination, the transferee and the adequate guarantees that, under chapter V of the GDPR, make the transfer possible;
- transfer the data, in accordance with the Instructions received, and in any case in compliance with the provisions of Chapter V of the GDPR, keeping evidence and proof of the adequate guarantees set out at Chapter V of the GDPR, and upon request placing them at the Data Controller's disposal.

VIII. Causes of Termination of the Addendum

The Data Controller reserves the right to withdraw from this Addendum, for just cause and without notice, in case of serious breach of the obligations arising for the Data Processor from the Instructions, the Addendum and/or the Personal Data Protection Laws, including the GDPR, having regard to the impact of the breach on the rights and freedom of the Data Subject, of the nature of the Processing, the type of Personal Data and Data Subjects concerned by the breach, and the severity of the penalties to which the Data Processor's breach could expose the Data Controller. In case of termination of the Addendum for said reason, also the Agreement will be deemed terminated by operation of law. The Data Processor will be informed of said circumstance by e-mail, sent to the address indicated at Article X below.

In the same way, the Data Processor reserves the right to withdraw from this Addendum, for just cause and without notice, in case of serious breach of the obligations arising for the Data Controller from the Instructions, the Addendum and/or the Personal Data Protection Laws, including the GDPR, having regard to the impact of the breach on the rights and freedom of the Data Subject, of the nature of the Processing, the type of Personal Data and Data Subjects concerned by the breach, and the severity of the penalties to which the Data Controller's breach could expose the Data Processor. In case of termination of the Addendum for said reason, also the Agreement will be deemed terminated by operation of law. The Data Controller will be informed of said circumstance by e-mail, sent to the address indicated at Article X below.

IX. Notifications

- All notifications set out by this Addendum will be made by e-mail from Seller to PB ONLINE at the following addresses of the Data Controller, to the attention of Fabio Meda e-mail address DPO@eprice.it.

X. Applicable Law and Jurisdiction

This Addendum is governed by the Italian law. For any disputes that may arise in connection with its application and/or construction, the Court of Milan will have jurisdiction.

XI. Miscellanea

The Parties declare that this Addendum does not limit or reduce the obligations to the Data Controller arising for the Data Processor under the Agreement, without prejudice to the fact that, in case of conflict between the provisions contained in the Agreement and those contained in this Addendum on the processing and/or protection of personal data, the latter will prevail.