

TERMS AND CONDITIONS OF THE "DATA OWNER" AGREEMENT (01.05.2014 – INTERNATIONAL / ENGLISH)

1. DEFINITIONS

1.1 "Advertising Campaign" means a series of Ads regarding a particular service or product, or a group of services or products, defined in a Agreement between the Advertiser and eDiffusion and/or its Sub-Contractors.

1.2 "Users of the Data Owner" means all the subjects whose data is necessary for the Agreement are listed in the Database.

1.3 "Database" means the amount of data the Data Owner provides eDiffusion, according to the terms defined in this Agreement.

1.4 "Personal Data" means the data regarding a subject who can be identified, even by the combination of the latter with other information already available or even only accessible to the subject who holds said data.

1.5 "Intellectual Property Rights" are about patents, company brands, service brands, registered designs, patents for which a registration form has been submitted, commercial brands (including Internet domain names), unregistered company and service brands, copyrights, know-hows, rights on the database, rights of designs and inventions; in any circumstance and in any jurisdiction.

1.6 "List of Cancellations" means a list of all the subjects whose Agreement details have been inserted into the Database following all the law terms about privacy, and have then reported that they no longer wish to be contacted for advertising purposes.

1.7 "Advertiser" is a third party with whom eDiffusion stipulates a deal of providing Advertising that fits into the Service.

1.8 "Privacy Law" means any existing law, rule or measure, about the use of Personal Data, the use of data which allow sending advertising messages through electronic means to the receiver.

1.9 "Opt-out" means the electronic system through which the receiving subject of a commercial email asks for the cancellation from the Database, as well as the insertion in the Cancellation list.

1.10 "Advertising" means any advertisement, promotional material or other information, both in written and in graphic form, produced by the Advertisers and sent to the Users of the Data Owner.

1.11 "Sub-Contractors" means the third parties selected by eDiffusion to perform some or all of the activities regarding this Agreement.

2. SUBJECT

With this Agreement, the Data Owner entrusts eDiffusion, who accepts, to provide Advertising to its Clients, to the conditions hereby agreed;

3. EDIFFUSION'S DUTIES

3.1 eDiffusion will take care to provide advertising campaigns to its clients, by sending ads through email, on the Data Owner's Database, inserting in every email the immediate Opt-out cancellation option.

3.2 eDiffusion will keep the Data Owner informed about the activities regarding the promotion and sale of Advertising spaces to the Advertisers and will provide the Data Owner monthly reports.

3.3 eDiffusion guarantees that the Data Owner's data will be managed in accordance and following the instructions of the Data Owner, adopting safety measures for the Database and the Personal Data it contains.

3.4 eDiffusion guarantees that the Database will not be transferred or managed by subjects who are not involved in the advertising promotion activities which are the subject of this Agreement.

3.5 eDiffusion guarantees not to send advertising emails to the subjects listed in the Data Owner's cancellation list, and to manage the Personal Data in compliance with the legislative decree on privacy, in the jurisdiction in which the completion of the service takes place.

3.6 eDiffusion will provide the Data Owner the technical tools which will allow them to consult the result of the Advertising Campaigns dispensed on their database.

3.7 At the request of the Data Owner, eDiffusion will collect and control the data about the "open rates" and the "click through" relating to particular Advertising Campaigns.

3.8 With the purpose of providing the Data Owner the requested Services, eDiffusion will be able to incorporate the Data Owner's Database in its own

database which also contains the data that comes from other data owners, as long as the data is easily separated from the other data.

4. DUTIES OF THE DATA OWNER

4.1 As soon as possible, after the Agreement Starting Date, the Data Owner will provide eDiffusion a trial version of the Database, which will be examined by eDiffusion in order to verify the possible presence of technical issues while incorporating the Database into eDiffusion's technological systems (data format, duplicates, wrong emails, etc...). As soon as the evaluation is complete, eDiffusion will inform the Data Owner that the trial is complete and the Data Owner will provide eDiffusion a complete version of the Database.

4.2 The Data Owner will provide eDiffusion all the data in their possession, which can improve the targeting of the Advertising to the Subjects, excluding data related to health, as well as any sensitive data, under the law.

4.3 The Data Owner agrees that eDiffusion has the right to provide the Advertisers a reasonable number of free publications as a bonus or as a second free publication, when this is justified by a reasonable evaluation of eDiffusion.

4.4 The Data Owner guarantees that the Database complies with the Privacy Law and the current local Laws, and that they have received an adequate and appropriate consent from each of the Subjects listed in the Database, for the forwarding of direct marketing and Advertising to each Subject, in compliance with the Privacy Law and with the current Local Laws.

4.5 If the Data Owner receives from any Subject the request of cessation of the forwarding of advertising, the Data Owner will inform eDiffusion immediately, taking care of inserting this Subject in the Cancellation List.

4.6 The Data Owner declares that they have forwarded all the notifications to the authorities listed in the Privacy Law and guarantees that those documents consent to the handling of information contained in the Database by eDiffusion and its Sub-Contractors.

4.7 The Data Owner will indemnify and hold harmless eDiffusion relating to every responsibility in which it incurred toward third parties caused by the failure of the Data Owner to fulfill any clause of this Agreement.

4.8 The Data Owner, following the monthly final in which are listed the advertising campaigns provided in their own database, will be able to refuse to provide campaigns again for one or more specific advertisers, in case the Advertiser's activities are in competition with the Data Owner's activities.

5. ASSEGNATION OF REVENUES AND PAYMENTS

5.1 Any trade of Advertising Space by eDiffusion in the name of the Data Owner will take place with the prices decided by eDiffusion.

5.2 eDiffusion recognizes the Data Owner a revenue that varies according to the type of Advertiser, for every advertising space sold to its clients.

5.3 eDiffusion will deduce from the payments made by the Advertisers, the remaining part of the Data Owner by 90 days end of month invoice date.

5.4 In the absence of a different deal, the commission to the Data Owner will be provided in Euros.

5.5 The Total Net Income is the sum deposited to eDiffusion by the Advertisers, after deducting discounts given to the Advertisers and their agents, as well as agency fees.

5.6 eDiffusion will provide the Data Owner a monthly review listing the Advertising Spaces sold and the amount of the part due to the Data Owner.

5.7 eDiffusion will pay the Data Owner on the base of the actual results of the Advertising Campaign sold on the advertising Spaces of the Data Owner, which will be paid in CPM Mode (Cost for a thousand read emails), CPC (Cost for each unique click received on the creativity in the advertising email) and CPA (Cost for each action made, for example filling in a form, signing up on a website or buying a product).

6. INTELLECTUAL PROPERTY

6.1 eDiffusion declares to have the right of using the goods subject to the Intellectual Property Rights, in the limits set by the Data Owner in this Agreement.

6.2 eDiffusion will inform the Data Owner of any present violation, threatened or feared, of the Intellectual Property Rights, of which they come to have knowledge.

6.3 The Data Owner will indemnify eDiffusion for all the losses, responsibilities and costs incurred following an action related to the violation of any Intellectual Property Right which derives from or is connected to the supply of the Services.

7. RESPONSIBILITIES

7.1 Under no circumstances will eDiffusion be held responsible for actions or omissions of the Advertisers and the contents of the Ads.

7.2 None of the Parties will hold the other Party responsible in case of unavailability or bad functioning of the Internet or of any other electronic net available to the public.

7.3 In case of the responsibilities of the Data Owner deriving from the failure to fulfill this Agreement or in any way related or connected to this Agreement, both pre-Agreementual and non-Agreementual, it will have to indemnify the damage caused in measure assessed by an expert selected by eDiffusion.

7.4 eDiffusion does not remunerate the Data Owner for the not functioning emails or for full mailboxes and unread by the receiver. eDiffusion does not remunerate the Data Owner in case the advertiser and/or the Client does not pay the invoice made by eDiffusion itself. About that, eDiffusion commits to acting under the law towards the defaulting Client, in case of lateness in payments, striving diligently to recuperate the credit.

8. DURATION

This Agreement has a duration of 12 months, with effect from the Agreement Starting Date. In case it is not solved in advance, the Agreement will automatically be renewed for a period of 12 months ("Renewal Period"), except in case one of the parties gives written notice at least three months before the deadline of the Initial Term or the deadline of any annual Renewal Period following the deadline of the Initial Term.

9. RESOLUTION

9.1 One Party can untie this Agreement in advance in case the other party fails to fulfill a Agreementual obligation. In case the failure to fulfill is reparable and the Unfulfilling Party hasn't provided within 30 days from receiving a written warning from the other Party, containing the specific indication of the un-fulfillment.

9.2 For the purposes of the provision of the preceding paragraph, an un-fulfillment is considered repairable if the provided term is not essential and if the Unfulfilling Party can fulfill within 30 days from receiving the warning.

10. CONSEQUENCES OF THE RESOLUTION

10.1 The termination of this Agreement for breach of contract affects the rights and obligations of the parties accrued up to the time of termination.

10.2 If the Contract has ceased for any reason, eDiffusion will cease to promote, advertise or sell Advertising Space on the database of the Data Owner;

10.3 eDiffusion will transfer to the Data Owner a copy of the database in its possession or owned by its sub-contractors; as well as all uses of information generated from Advertising Campaigns.

10.4 If the Data Owner should terminate the Agreement for any reason, and during the twelve (12) months following the termination, negotiate directly with an advertiser, with which eDiffusion holds active negotiations and proposals, provision of Advertising to the Subjects listed in the Database, in this case, must pay eDiffusion 25% of the income from such publicity.

11. FORCE MAJEURE

11.1 If a Force Majeure Event prevents, makes it difficult or delays the fulfillment of the contractual obligations of a Party, such obligations are suspended for the duration of the Force Majeure Event and will last as long as the obstacles, difficulties and delays;

11.2 Force Majeure Event means an event beyond the possibility of control by the Interested Party, including, for example, cases of: strike, labor dispute, extraordinary event, war, civil disturbance, damage, fulfillment of legal obligations or administrative, compliance with laws, regulations and directives, accident, breakdown in machinery, fire, flood, storm, difficulty or increased labor costs and other circumstances that affect the supply of goods or services.

11.3 If the Force Majeure Event continues for more than six months from the day of its inception, either party may terminate this Agreement by giving written notice to the other party. The Contract shall be dissolved by the receipt of said notice.

12. CONFIDENTIALITY

12.1 "Confidential Information" means all information provided (whether in writing, orally or by other means, either directly or indirectly) by one party to the other party, before or after the commencement date of this Agreement, including to example, information relating to products, operations, processes, plans or intentions, as well

as relating to know-how, design rights, trade secrets, market opportunities and business part of the Declarant.

12.2 For the duration of this Agreement and after the termination or the cancellation of this Agreement for any reason, the Receiving Party shall not use Confidential Information for any purpose other than fulfilling the obligations contained in this Agreement and shall not disclose information confidential to third parties, unless it has the prior written consent of the other party.

12.3 For the duration of this Agreement, eDiffusion may disclose Confidential Information only to its directors, officers, employees or sub-contractors, to the extent that such disclosure is reasonably necessary for the purposes of this Agreement.

13. ASSIGNMENT

13.1 Neither party may assign or transfer or undertake to assign or transfer one or more rights or obligations under this Agreement without the prior written consent of the other party, which shall not unreasonably deny or delay.

13.2 Notwithstanding the provisions of clause 13.1 above, the Data Owner as of now allows the sale by eDiffusion in favor of Group companies eDiffusion of this Agreement or the rights and obligations arising from it in the hands of eDiffusion.

14. SUB-CONTRACTING

The Data Owner expressly authorizes eDiffusion to appoint a third party for the execution of this Agreement, by delegating the performance of some or all of its obligations, to a company which it controls, that will be considered as a Sub-Contractor for the purposes of this Agreement.

15. ENTIRE AGREEMENT

This Agreement is the entire deal between the parties relating to the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties relating to such subject matter.

16. CHANGES

Except as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties to the Agreement.

17. INDEPENDENT CONTRACT

The parties declare that they have the right, power, and authority to enter into this Agreement validly and effectively, as well as to exercise the rights and fulfill the obligations arising from it.

18. WAIVER

The failure to exercise or delay in exercising a right or remedy under this Agreement or under the law does not constitute a waiver thereof or other rights and protections. The single or partial exercise of a right or remedy under this Agreement or by law does not prevent the further exercise thereof or the exercise of any other right or remedy.

19. NOTICES

Any notice required by the terms of this Agreement shall be made in writing, by hand delivery, fax, email and / or shipment by registered mail to the address of the interested party specified in this Agreement or such other address notified by the parties from time to time. Any notification made with the above rules shall be deemed complete at the time of delivery or at the time of receipt.

20. DISPUTE RESOLUTION

Any dispute concerning the interpretation, validity, effectiveness, performance or termination of this Agreement, will be subject to the exclusive jurisdiction of the State where it has its registered eDiffusion principal tax.

21. APPLICABLE LAW AND LANGUAGE

This Agreement shall be construed and governed in accordance with European laws. The English version of this Agreement prevails over any other language version.

Milan, 01 May 2014