

NAME AND OBJECT OF THE EVENT

The official name is: "CARTOONICS" hereinafter "the Event"

ORGANIZERS

The Event is promoted and organized by **Upmarket S.r.l.**, with the technical assistance of Fiera Milano SpA.

The headquarter of the Organizational Secretariat of the Event is:

Via Gramsci, 57 - 20032 Cormano (MI) - Italy

Tel. +39-02.87213851

Fax +39-02.87213854

info@upmarketsrl.it

www.upmarketsrl.it

LOCATION AND DATE OF THE EVENT

The Event will take place at Fiera Milano S.p.A., from 9 to 11 March 2018.

ART. 1 - ADMISSION TO THE FAIR

The following may take part in the Event as exhibitors:

A) Italian and international companies exhibiting their products or service that are included in the product ranges of the Event. In the case that the manufacturing companies do not take part in the Event, their dealers, agents or representatives may take part;

B) category associations, public bodies and institutions involved in the promotion, study, information and distribution in the sectors involved in the Event;

C) Publishing Houses of the sector;

D) Creatives, draftsman, graphic designer, writer and Self-Producers - also individually - that must not have on show goods with brand names, or products that are not created directly by the Creatives/Self-Producers.

The Organizer reserved the right to cancel requests not conform to the above mentioned conditions and to remove the goods that are not considered appropriate.

N.B.: accordance with the current legislation regarding weapons it is forbidden to exhibit weapons which do not fall in the category of replicas (objects with no cut and with a rounded tip) like swords, katanas, sabers, which are considered sports instruments, furniture items or stage use.

The request of participation must be sent to: Upmarkets S.r.l.

Via Gramsci, 57 - 20032 Cormano (MI) - Italia by and no later than 23 February 2018.

Participants may not subject their participation in the Event to any reserve or condition included in their request of participation. **Upmarket S.r.l.** reserves the right to refuse admission to the Event for requesting companies that do not have the requirements set forth in this Article; which do not guarantee, with regards to commercial, financial and organizational aspects, minimum quality levels, which are not conform to international commercial standards; or which are clearly insolvent. Exhibitors who are already indebted to **Upmarket S.r.l.** because of outstanding payments regarding previous Events (organized by **Upmarket S.r.l.**) may not be registered at new editions of the Event unless their debt is paid up in full.

ART. 2 - ACCEPTANCE OF THE GENERAL RULES AND REGULATIONS

By signing this request of participation, the Exhibitor undertakes to participate in the Event using the allocated area, and to accept without reserve the General Rules and Regulations, the Technical Rules and Regulations of Fiera Milano S.p.A., as well as any additional regulations that **Upmarket S.r.l.** should, at any time, take up in the interest of the Event. It is expressly forbidden for Exhibitors to assign or otherwise allocate, even free of charge, the whole or part of the area allocated. Failing this, the goods brought into the Event and put on show illegally, shall be excluded from the Event at the risk and expense of the holder of the stand.

ART. 3 - LIMIT OF EXHIBITION AREAS

It is forbidden to place fitting and furnishing outside the area allocated.

ART. 4 - REGISTRATION - REQUEST OF PARTICIPATION AND PAYMENT OF DEPOSIT

The request of participation, by means of filling in the appropriate form, must be signed by the applicant in the case of an individual company, and by the legal representative in any other case. Requests of participation will be registered only after payment of the deposit request has been paid, proof of which is to be sent along with the request of participation. **Requests of participation received by the Organizational Secretariat after 15 January 2018 must include payment of the entire participation fee.**

Only requests of participation filled in accurately, signed and accompanied by proof of payment received by 23 February 2018 will be considered. Verbal and fax confirmation, or requests of participation without the documentation requested will not be considered valid. Acceptance of the requests of participation is subject to the payment of all outstanding amounts.

ART. 5 - WITHDRAWAL

The Exhibitor has the right to withdraw from this contract. This right must be carried out by and not later than 30 days from the start of the Event, and sent by registered mail to **Upmarket S.r.l.** - Via Gramsci, 57 - 20032 Cormano (MI) - Italy. The Exhibitors' right to withdraw, authorizes **Upmarket S.r.l.** to withhold, in addition to the registration fee, the amount foreseen as deposit on presentation of the request of participation in the Event, as penitential deposit. In the case of failure to exercise the right to withdraw by the deadline of 30 days from the start of the Event, the Exhibitor will be obliged to pay the full amount due, as per Art. 9 of these General Rules and Regulations.

ART. 6 - PENALTY CLAUSE

Should the Exhibitor fail to take part in the Event, and said renouncement is received by **Upmarket S.r.l.** after the deadline of 30 days from the beginning of the Event, said Exhibitor will have no right to the reimbursement of the amount paid on presentation of the request of participation, and will also be obliged to pay **Upmarket S.r.l.** the full amount due for participation in the Event, as per Art. 1382 c.c.. This shall not have any effect on **Upmarket S.r.l.**'s right to take legal action to obtain the reimbursement of further damages caused by said delayed waiver. In any case, **Upmarket S.r.l.** reserves the right to allocate the area previously allocated to the renouncing company to another Exhibitor.

ART. 7 - ALLOCATION OF STANDS

The allocation of stands is the exclusive and independent right of the Organizers. Any particular indications or requests from the Exhibitor are to be considered purely indicative, and may not, in any way,

restrict or influence the request of participation and, therefore, are to be considered as not additional or supplementary. Moreover, the Organizers will have the right to move, reduce the assigned stand, or to transfer it in another exhibition area, without the Exhibitor having any right to reimbursement of any kind. The Organizers are obliged, in any case, to inform the Exhibitor in writing (by fax or other suitable method) at least 20 days before the beginning of the Event. The Organizers also reserve the right to allocate stands that are not shown on the layout. No reimbursement or compensation may be requested for the presence of columns or other architectural, safety or fire protection structures in the area of the stand, since these are structural parts of the pavilions.

ART. 7/A - STAND SET-UP

Stand set-up must be strictly within the limits of the stand area. Height must not be more than the maximum height allowed by the Technical Rules and Regulations. It is forbidden to build accessible platforms of more than 0,30m.. Stand fitting and relative installations must be state-of-the-art, in compliance with safety regulations, fire prevention and without architectural obstacles. The same apply to parking areas, installations, pavilions and fittings carried out in external areas.

Failure to deliver the declarations and documentation foreseen in the Technical Rules and Regulations regarding responsibility for stand set up and fittings, electrical systems and, in particular, fire prevention, to the organizers, will authorize the Organization Secretariat to close the stand and take the most appropriate measures to ensure safety conditions, notwithstanding the civil or legal responsibility of the Exhibitor. The Organization Secretariat reserves the right to ask to change or modify fittings and installations that do not conform to the above mentioned rules and regulations. All responsibility regarding the stability of the stands, installations and any damage caused to persons or property of the Organization and/or third parties, is to be borne exclusively by the Exhibitor.

The non-compliance with the rules and regulations regarding fire prevention and safety conditions will authorize the Organization Secretariat to take precautionary measures towards the Exhibitor who is not conform to fire prevention rules and regulations which could, if additional measures were to be taken regarding general safety conditions, result in the charging of the relative costs estimated at no less than EUR 60.00 per square metre, or an order to dismantle all or part of the stand and the declaration of unfit for use of the same stand. The non-compliance with the safety rules and regulations may result in being reported to the judicial authorities.

ART. 8 - ENTRANCES AND BADGES

Entrance to the event is on payment of an entrance fee or with invitation.

With regards to the entrance to the event of Exhibitors, their staff, invited guests and any other eligible persons, special badges will be available. The Organizational Secretariat. will communicate how to send / withdrawal the badges. Visitors must have a ticket to enter the Event. Payment of the Registration Fee by right to n. 5 electronic invitations valid for 1 day valued at € 0.50 each.

ART. 9 - REGISTRATION FEES

The participation and registration fees include:

- use of the stand area • sign indicating the stand • general surveillance of the pavilions • cleaning of the aisles and public areas • general lighting in the pavilions • supply of up to 5 KW per stand • public toilets
- reception of visitors • guide for visitors (free entry in the Exhibitors' Catalogue) • free entrance tickets as per the size of each stand • heating/air conditioning • extinguishers • R.C.T./R.C.O. (responsibility towards third parties and hired workers) and Fire and Theft insurance • Municipal Tax on Advertising
- discharge of copyright deriving from any audio-visual installations in the stands, subject to taxation. Such coverage , however, does not include live performances (with singer and/or musical instruments) for which the exhibitor must apply directly to the SIAE offices located in the city area. Are also included the rights under Articles 72 and 73 bis L.633/1941, the performing artists and phonographic producers owning rights on recordings and, on their behalf SCF-CONSORZIO FONOGRAFICI. Instead are not included the rights to performers and phonographic producers under Articles 73 of the said law for the diffusion of sound recordings and music videos during fashion shows , DJ sets , with or without dance. Therefore, the organizers of these events should contact SCF-CONSORZIO FONOGRAFICI - Via Leone XIII, 14 - Milano, in order to fulfill obligations provided by law.

ART. 9/A - VAT LEGISLATION

As per the new VAT legislation, as of 1 January 2012, international companies (with the exception of private citizens), residents in the European Union and outside the European Union, are no longer subject to Italian VAT legislation for services regarding their participation in fairs (areas and connected services). Entrance tickets and restaurant services are still subject to VAT, both for Italians and other nationalities.

ART. 10 - STAND SET-UP AND CLEARANCE

Each stand project prepared by the Exhibitor must be approved in advance by the Organizer Secretariat, who reserves the right to remove or modify all or part of the stand, luminous signs or recalls of all types executed without prior approval. Projects or sketches involving the organization, furniture or decoration of the stand must be sent to the Organizer Secretariat for approval by and no later than 30 days before the beginning of the event.

After the closure of the Event, the clearing of stands and stand areas are the responsibility and expense of Exhibitors, by and no later than the date indicated in the setting up and dismantling document . Failing that, **Upmarket S.r.l.** does not accept any responsibility for goods, materials or other left there, and reserves the right to proceed to their removal and storage, at the expense, risk and danger of the Exhibitor. Items still unclaimed two months after the cleaning deadline may be sold at auction. Proceeds from the sale, net of all expenses and any rights of **Upmarket S.r.l.**, will be credited to the Exhibitor. The permanence of Exhibitors' goods in the fair area also implies the obligation to pay **Upmarket S.r.l.** an additional fee relative to the occupation of the area. It is strictly forbidden to start dismantling and clearing operations of the stands before the closure of the Event.

ART. 11 - EXHIBITORS' CATALOGUE

The Organizer Secretariat, without any responsibility, will publish the Exhibitors' Catalogue which will be handed out during the Event. Said publication will contain indications regarding participations sent by and no later than 30 days before the Event and will use the information from the requests of participation. These operations are free of charge. On payment of a fee, Exhibitors may add - on authorization from the Organizers' Secretariat with regards to the breakdown of products - other technical and commercial indications, prior special arrangements to be determined.

ART. 12 - TERMS OF PAYMENT

The payment of the participation fee (less the amount paid as deposit) and that for any special services requested by the Exhibitor, must be carried out 7 days from receipt of invoice and, in any case, before

accessing the Fair Area. The Organizer will not hand over the stand booked and will not allow connection to the required services (electricity-water) if full payment of the participation fee has not been carried out. Additional services requested by the Exhibitor during the Event must be paid in full before the supply of said services.

ART. 13 - STAND SURVEILLANCE

Exhibitors are required to guard and control their stand during the opening hours of the Event, as well as the goods and materials brought into the stand during set-up and dismantling of the Event and for the foreseen opening hours. **Organizer has no responsibility in the case of theft of goods left unsupervised in the stands during set-up and dismantling at Fiera Milano.**

ART. 14 - CLEANING OF THE STANDS

Cleaning of the stands is not included in participation fee.

ART. 15 - PHOTOGRAPHS AND SKETCHES

The Organizer Secretariat can take photos of the external partition walls and area of any and each stand, and use this material without any claims.

ART. 16 - AUDIO TRANSMISSIONS AND FILMS - SIAE

Every kind of audio advertising is strictly forbidden. The Organizer Secretariat reserves the right to authorize - at its discretion - and as per the Technical Rules and Regulations, film showings. The Organizer Secretariat may use loudspeakers only for official announcements of general interest or in emergency situations. In the case of the distribution of music, video or other types of multi-media communication, containing copyright protected work as per Law 22.4.1941 n.633, the Exhibitor must fulfill in advance the copyright obligations, along with the charges related to the authentication of said material, as per Art. 181 bis of the same Law. The unauthorized use of intellectual property, as well as the lack of the SIAE stamp on said material will be prosecuted, in accordance with Art. 171 and consequent Law 633/41 and are responsibility of the Exhibitor.

ART. 17 - ADVERTISING

Exhibitors are allowed to distribute illustrative material regarding the products on show only at their stands. Moreover, Exhibitors may hang posters only at their stands. Each and any other form of advertising outside of stands is strictly forbidden, including in aisles, roads, entrances and adjacent exhibition areas. Advertising may, excluding that inside stands, carried out by Exhibitors as allowed by Fiera Milano who, in agreement with Upmarket S.r.l., reserves the exclusive right of management of the same. Subject to the rules of participation, the exhibitor is required to pay to the municipality of Rho the tax provided for that considered taxable as per D.P.R. 26.10.1972 n. 639. Fiera Milano will provide for the payment to the municipality of Rho.

ART. 18 - INSURANCE

Fiera Milano requires that goods, machinery, construction materials and equipment brought or used by exhibitors in the exhibition center are covered by insurance of "all risks" type, with a waiver of compensation insurers against third parts, including Milan Fair, the organizer and third parts involved in organizing the event.

This insurance cover, the cost of which is included in the participation fee, is made available to the organizer for a sum of €10,000.00 in full value and limit of €5,000.00 for first loss risk theft and robbery. In the participation fee, the organizer also provides insurance coverage of third party liability with a ceiling of €2,500,000.00 for each exhibitor.

In relation to all risks insurance policy it is given the opportunity to exhibitors to increase the budgeted amount by completing and signing the form to require the organizing secretariat.

Is expected in the insurance cover a deductible of € 750.00 for any damage except in cases of theft that will apply an excess of 10 % per claim, with a minimum of € 500.00.

ART. 19 - DAMAGES TO THE STANDS

The stands must be handed back in the same conditions as they were when received. Costs of any repairs will be charged to the Exhibitors, who are also responsible for the compliance to the special rules and regulations regarding the use of the structures and of technical systems.

ART. 20 - PRICE INCREASES

Stand fees and those for special installations are set based on costs known as of 10 June 2016. In the case of general price increases, those regarding labour, electricity, etc., Upmarket S.r.l. reserves the right to revise fees and charges.

ART. 21 - AMENDMENTS TO THE RULES AND REGULATIONS

Upmarket S.r.l. reserves the right to fix - even in derogation of the present General Rules and Regulations - rules and regulations deemed necessary to better manage the event and relative services. Said rules and regulations have the same value as the present Rules and Regulations and, therefore, the same binding nature. In the case of failure to fulfill the requirements of these Rules and Regulations, Upmarket S.r.l. also reserves the right to close the stands. In this case, the Exhibitor is not entitled to reimbursement for any reason.

ART. 22 - MAJOR FORCE

In the case of major force, in any case, due to events beyond the control of Upmarket S.r.l., the dates scheduled for the Event may be change, or the same Event cancelled, without Upmarket S.r.l. incurring in any kind of liability. In this latter case, after fulfilling its commitments to third parts and covering all organizing costs, the Organizers' Secretariat will allocate to Exhibitors, in proportion to the amounts owned by each Exhibitor regarding the square metres booked, residual costs, all within the limits of the deposit paid by each Exhibitor. Eventual residual amounts will be allocated proportionally among participating Exhibitors. Costs of special plants and installations ordered by Exhibitors must be paid completely. Upmarket S.r.l. cannot be sued for damages in any way.

ART. 23 - JOB SAFETY

Exhibitors are required to strictly observe the entire legal system in force, with regards to the protection of health and physical integrity of workers, as well as that of labour, welfare and social legislation, for the entire period of the Event, including stand set-up and dismantling periods and any other connected operations. Moreover, the Exhibitor agrees to observe and enforce all the Technical Rules and Regulations, integral part of these Rules and Regulations, also by the companies working on his behalf, during stand set-up and dismantling periods and any other connected operations. The Technical Rules

and Regulations, available at www.fieramilano.it Calendar Cartoomics 2018, also contains precautionary rules relating to the safety of Events (fire prevention, electrical systems, environmental protection, etc.), with the exclusion of specific safety regulations concerning the activities carried out by the Exhibitor or contracted by these to specialized companies (stand set-up and dismantling and connected operations) with the Exhibitor being responsible for the verification and compliance of the same. Behaviour not conform to the above safety standards, in particular when they can affect the overall safety of the pavilions and third parts present, may be subject to intervention by the Organizer and/or Fiera Milano and involve, with communication to Upmarket S.r.l., the immediate disconnection of utilities supplied to the stand, or the immediate closure of the stand. Any other consequence arising from the infringement of the abovementioned provisions is the sole responsibility of the Exhibitor and of the companies entrusted by the Exhibitor. The Exhibitor is responsible for compliance with current rules and regulations regarding all activities carried out on his stand in terms of fittings, facilities, installations, exhibits, etc. Each Exhibitor must appoint a Person in Charge of the stand, who is responsible (in the interest of safety) for all those involved in activities carried out on behalf of the Exhibitor, for the entire period of the Event. The Exhibitor may, at his discretion, and under his complete responsibility, nominate a different person as Person in Charge of the stand for each above mentioned phases (stand set-up, Event, dismantling). The name of the Person in Charge, along with telephone numbers must be indicated on the request of participation. Lacking the communication of the name of Person in Charge of the stand, this function will be carried out by the legal representative of the exhibiting company. Any changes or integrations must be communicated to Fiera Milano and to Upmarket S.r.l. prior to the beginning of stand set-up operations. **Access to the stand by companies working for Fiera Milano with regards to the supply of services will take place only in the presence of the Person in Charge of the stand, and only after his authorization. This obligation does not apply to Fair surveillance personnel.**

ART. 24 - TECHNICAL PROVISIONS

Additional technical and general rules and regulations will be communicated by means of the Technical Rules and Regulations; which will also be an integral part of the present General Rules and Regulations

ART. 25 - COMPETENT COURT

Any dispute arising from the interpretation, performance, validity and termination of this contract will be the exclusive jurisdiction of the Court of Milano. The applicable Law is that of Italy. Please note that the official text of these General Rules and Regulations is the Italian version

ART. 26 - PRIVACY AND CONSENT DECREE 196/03

The data provided by the Exhibitor by means of the request of participation will be processed as per the Privacy Code (D.Lgs.196 of 30 June 2003 - G.U. 29/07/2003) may be used by the Organizer:

- for the fulfillment of its institutional purposes, as well as those of Fiera Milano;
- for the distribution of advertising and informative material regarding its activities, as well as for the distribution of regular newsletters about products and fairs regarding product categories of the event;
- for statistical purposes;
- for publication on its websites, and Social Networks
- Data transmission is entirely voluntary, except when requested by specific rules and regulations (such as for fiscal and tax, AML (money laundering), accident prevention reasons, and any refusal to respond may result in the impossibility of Organizer and Fiera Milano to enter into or fulfill the request of participation or related services. All data is stored electronically in a database on the server located at our service provider, who has access only for maintenance of our website. For any information, or for the changing or cancelling of said data, or to refuse, in whole or in part, the authorization of their processing - also as per Art. 7 of Data transmission is equivalent to the consent of their processing as per the above reasons D. Lgs. 196/03 - the Exhibitor may contact the Organizer, Upmarket S.r.l., via Gramsci 57, 20032 Cormano - Milan, Italy - Tel. +39 02.87213851 - Fax +39 02.87213854

MANDATORY

THE EXHIBITOR:

(Full name)

Declares to have read, is informed about and accepts all articles of the General Rules and Regulations of the Event listed in these pages, as well as the rules and rates of participation in the Event, and, subsequently, all those issued for the organization and functioning of the Event.

In particular, the Participant declares to accept and approve the conditions of the following Articles of the General Conditions of Participation in the Event:

1. Admission to the Fair;
2. Acceptance of the General Rules and Regulations;
3. Limit of exhibition areas;
4. Registration - request of participation and payment of deposit;
5. Withdrawal;
6. Penalty clause;
7. Allocation of stands;
- 7A. Stand set-up;
8. Entrances and badges;
9. Registration fees;
- 9A. VAT legislation;
10. Stand set-up and clearance;
11. Exhibitors' Catalogue;
12. Terms of payment;
13. Stand surveillance;
14. Cleaning of stands;
15. Photographs and sketches;
16. Audio transmissions and films - SIAE;
17. Advertising;
18. Insurance;
19. Damages to the stands;
20. Price increases;
21. Amendments to the rules and regulations;
22. Major force;
23. Job Safety;
24. Technical provisions;
25. Competent Court;
26. Privacy and consent decree 196/03

DATE

CLEAR SIGNATURE AND COMPANY STAMP