

TERMS OF THE EASY COMMERCE SERVICE

WHEREAS

IDT S.p.A., hereby represented by its *pro tempore* legal representative, having its registered office in Via Varallo 24/b (Turin), C.F.-P.IVA 10010450012 (hereinafter, “IDT”), created and is the owner of a website for online sale of products and for the supply of the dropshipping service, whose domain is www.brandsdistribution.com (hereinafter “BD Main Domain”)

IDT wants to offer users regularly registered on the BD Main Domain (hereinafter, “User”), under regular price payment (hereinafter, “Price”), a membership service giving the User the opportunity to sell online IDT products supplied in dropshipping (hereinafter, the “Service”) listed in the catalogue (hereinafter, the “Catalogue”), through an e-commerce ready for use with a domain owned by the User, created by IDT and integrated with the dropshipping service provided by the latter (hereinafter, the “User Domain”).

In light of the above,

THE FOLLOWING IS AGREED

1. The User’s request to activate the Service amounts to a proposal. The User shall register on the BD Main Domain, within the manner and the terms established in **Annex A**, choosing the desired Service and accepting the conditions of the present contract by ticking the acceptance box, also in relation to the clauses under articles 1341 and 1342 Italian Civil Code. It is understood that the registration is subject to the electronic acceptance through the ticking of the present contract terms and conditions.

The User’s proposal will be deemed to be accepted, and thus the contract concluded, at the moment of the Service activation by IDT, which will happen upon verification of the User’s regular registration on the BD Main Domain and the success of the Price payment, as detailed in **Annex A**. By registering, requesting the Service activation and accepting by clicking on the acceptance button, the User declares to have read and to accept all contents in the present contract also in relation to the provisions under articles 1341 and 1342 Italian Civil Code.

It is understood that the present contract between the User and IDT will be concluded only in digital form by accepting the present conditions through the electronic *point-and-click* procedure by the User on the BD Main Domain.

2. The User may proceed with the Price payment through the modes indicated in **Annex A**. The User undertakes to adopt all necessary measures to ensure the successful outcome of the payment.

In the event that the payment of the amounts due to IDT is not successful, IDT reserves the right to suspend the Service supply until the moment of the effective payment.

3. The User is not bound by any non-competition obligation and therefore is entitled to directly or indirectly handle competitor products other than IDT’s. The User does not enjoy any exclusive rights for IDT’s product. It is understood that IDT is free to handle the online and offline sale with

end costumers directly or through agents, other partners or intermediaries.

In any case, IDT may not be considered responsible for products, sold by the User on his own User Domain, which are not listed in the Catalogue proposed by IDT.

4. The User is the owner of the User Domain contents, including, by way of example, all end customer's information and data, as well as communications, text documents, databases, drawings and any other audio-visual material. In particular, IDT will provide with mere contractual texts relating to the general sale conditions and to the privacy policy, which the User will adapt and verify. It is understood that IDT cannot be considered in any way responsible for the contents published on the User Domain.

The User may use trademarks owned by IDT or by third parties with a mere descriptive function necessary to indicate the industrial origin of the product and ensure its originality. IDT does not authorize the use of logos, symbols or other distinguishing marks exclusively owned by IDT or by third parties. It is understood that IDT cannot be deemed responsible for the eventual misuse of such logos, symbols, marks or other distinguishing signs by the User.

5. The User shall hold IDT harmless and shall indemnify it from any kind of claims, such as damages, liability, costs, burdens and expenses claims, including eventual legal fees, deriving from any User's non-compliance with obligations under this contract.

6. IDT undertakes to provide the User with an efficient hosting service appropriate for the activity carried out on the User Domain. It is understood, however, that IDT cannot be deemed responsible for eventual problems linked to the hosting service that do not depend on its own non-compliance or negligence.

IDT undertakes to provide the User with a working e-commerce website equipped with installed plug-ins. It is understood, however, that IDT cannot be deemed responsible for eventual malfunctions of such plug-ins or of other external ones installed by the User, which turn out to be incompatible with those installed by IDT.

IDT undertakes to provide with free assistance for malfunctioning related to the e-commerce website reported by the User via certified e-mail to the address support@brandsdistribution.com within 7 working days from the time of the communication of the website activation by IDT. Beyond this term, IDT's assistance shall be paid in accordance with the tariffs set out in **Annex A**.

7. The Service duration is indicated in **Annex A** and starts running from the date of its activation by IDT. The Service will automatically be renewed for the same period unless the cancellation notice is sent by the User via certified e-mail to idt-srl@pec.it at least 1 month in advance before the expiration of the Service. It is understood that the User will have to pay the current Price at the time of each renewal.

Should the User send the cancellation notice in the manners and within the terms above, he will be entitled to choose whether to de-activate the Service integrally or keep the e-commerce while ceasing to benefit from the dropshipping service offered by IDT.

8. It is understood that IDT, in any case and at any time, may terminate the present contract and interrupt the Service, by means of an e-mail notice to the address provided by the User, who will not have the right to any compensation or reparation. In case of termination of the contract by IDT, the Price eventually paid for the period during which the Service will not be used will be reimburse to the User.

9. The Parties reciprocally ensure the respect of any norms related to personal data process. The

personal data provided will be processed exclusively for the pursuance of contractual purposes.

By registering and accepting the present contract as outlined above, the User gives his consent in order for IDT to process his personal data, provided at the time of registration and of the Service request, and to transfer the User via e-mail any communications relating to the execution of the present contract, to the Service and to the promotion of the Catalogue products.

The User, as owner of the data of its own customers and by signing the contract under **Annex B**, appoints IDT as data processor of end-customers' data transmitted in order to allow the latter to carry out the Service.

10. The sales between IDT and the User will be subject to IDT's general sale conditions provided on the website www.brandsdistribution.com.

11. The present contract is governed by Italian law

12. All disputes arising out of or in connection with the present contract, both contractual and non-contractual, shall be exclusively and finally settled by the competent Court of the place where IDT has its registered office.

13. The present contract repeals and replaces any other precedent written or verbal agreement, eventually entered into force between the parties on the matter covered by the contract.

14. Any amendment or integration shall be made in writing, otherwise they should be void.

15. The present contract cannot be transferred, in whole or in part, unless previously agreed in writing by the parties.

16. In the event of non-compliance with the present contract by the other party, the failure to exert a remedy or a right shall not constitute waiver to exert such remedy or right in the future.

17. The Whereas and the Annexes shall be considered a constitutive part of the present Terms for the Easy Commerce Service.

ALLEGATO A / ANNEX A

Types of subscriptions:

	EASY PACK	PREMIUM PACK
Services offered	E-commerce and dropshipping implementation	E-commerce and dropshipping implementation
Duration of the service	12 months	12 months
Price	€ 790 + VAT	€ 990 + VAT
Modalità di pagamento / Methods of payment	First activation one-off 790€ + VAT, payment of dropshipping service when renewing/or monthly rent 65.83€+VAT bound for 12 months	First activation one-off 990€ + VAT, payment of dropshipping service when renewing / or monthly rent 82.50€+VAT bound for 12 months
Categorie prodotti / Products categories	1	Entire catalogue
Marginalità minima consigliata / Minimum marginality suggested	30%	30%

Description of the main features available for the User:

Offered services

E-commerce website:

- Website created through the Wordpress platform with Woocommerce Plugin, integrating the Catalogue of products offered by IDT S.p.A.
- 40GB of space available
- One language (to be chosen among the 15 available on www.brandsdistribution.com)
- One currency
- Responsive Layout: adequate for both the Desktop and the Mobile versions
- compatible with all Browser typologies

- Mailchimp Plugin installation
- Paypal Plugin installation
- Link to social webpages
- Automatic synchronization of orders
- Dropshipping service included

Hosting:

The hosting provided by IDT S.p.A. through third parties includes:

- Activation
- PHP process up to 521MB with spike for 100%
- 40GB of storage
- 1 e-mail box
- Classic tld domain

Methods of payment

The payment of the subscription may be made as follows:

- a one-off payment by credit card or through Paypal
- a monthly payment through Splitit

Products categories

The products are divided in goods categories, the User may decide which one to publish, according to his own membership.

Minimum suggested marginality

It is the minimum marginality suggested to the User on sold products

E-commerce website assistance

€ 199 + Vat / 4 hours maximum

Registration

During the registration phase, the User shall communicate IDT the following information in order to be able to start benefitting from the services included in the subscription:

User e-mail on Brandsdistribution.com;

Password on Brandsdistribution.com;

Name of the User Domain whose activation is requested;

if he has already registered a domain, he shall specify the Domain provider;

if he has already registered a domain, he shall specify the Domain User;

if he has already registered a domain, he shall specify the Domain password

website logo;

language;

if EasyPack, he shall specify the desired category;

Description of the activities that he wants to carry out for the “About us” webpage.

ANNEX B

Appointment of the Data Processor

between

The Client
- the Controller -

And

IDT S.p.A., with its registered office in Torino, via Varallo 24/b, C.F. – P.IVA 10010450012

- the Processor -

1. Object, duration, processed personal data

1.1. The Processor will carry out the following activities: management of shipments to the addresses communicated by and on behalf of the Controller.

1.2. The duration of this appointment is equal to the duration of the main contract.

1.1. The categories of processed personal data are the following:

- fundamental personal data
- contact details
- contractual data
- purchase history
- billing and payment information and accounting data
- others: [specify]

1.4. The personal data collected and processed relate to:

- customers
- potential customers
- subscribers
- employees and partners
- officers
- agents and representatives
- contact point people
- others [specify]

2. Processing within the UE and the EEA

2.1. The operations of data process regulated by the present appointment contract will be carried out within the European Union (EU) or the European Economic Area (EEA). Any data transfer to a third country outside the EU or the EEA is subjected to prior written authorization by the Controller and can occur only according to specific conditions set out under articles 44 et seq. GDPR

2.2. The legal basis for the transfer under the GDPR are:

- an adequacy decision by the European Commission (art. 45 par. 3)
- binding corporate rules (art. 46 par. 2 point b) and art. 47)
- standard data protection clauses (art. 46 par. 2 points c) and d))
- codes of conduct (art. 46 par. 2 point e) and art. 40)
- a certification mechanism (art. 46 par. 2 point f) and art. 42)
- others: (art. 46 par. 2 point a), par. 3 points a) and b))

3. Technical and organizational measures

3.1. The Processor ensures the security of processing pursuant to articles 28 par. 3 point c) and 32 GDPR, in particular pursuant to article 5 paragraphs 1 and 2 GDPR. Such measures must ensure the security of data and a level of protection appropriate to the risk for confidentiality, integrity, availability and resilience of the systems. Pursuant to article 32 par. 1 GDPR, the state of the art, implementation costs, nature, object and purposes of processing, as well as the probability of a violation of personal data and the seriousness of the risks potentially deriving from it to natural persons' rights and freedom, should all be taken into account.

3.2. The technical and organisational measures are subjected to technical and technological development and progress. Therefore, the Processor may adopt alternative measures adequate to the changed technological context. In such cases, the level of processing security cannot be reduced. Any substantial modification must be documented.

4. Rectification, restriction and erasure of data

4.1. The Processor cannot, rectify, erase or restrict the processing of the data assigned by the Controller on his own initiative, but only upon documented instruction by the Controller.

4.2. Should a data subject contact directly the Processor with regard to a question of processing rectification, erasure or restriction, the Processor shall forward such a request immediately to the Controller. The erasure, rectification, portability and access requests shall be processed without undue delay on the basis of the Controller's documented instructions.

5. Warranties and other Processor's obligations

In addition to the provisions of the present contract, the Processor is bound to respect all legal requirements outlined in articles 28-33 GDPR. To this end, the Processor ensures to

comply in particular with the following conditions:

- Appointment of a Processor for the Protection of Personal Data (Data Protection Officer, DPO)

The current DPO is: Ida Tafuri

The Processor will communicate without undue delay every DPO change to the Controller.

- Confidentiality
The processing activity regulated by this appointment contract will be carried out only by employees, partners or appointed people previously instructed by the Processor on the correct processing of personal data and contractually bound by the obligation of confidentiality under articles 28 par. 3(b) and 32 GDPR. The Processor, as well as any other person under his authority and able to access to personal data, shall not process personal data unless instructed to do so by the Controller, not even through the present appointment, unless expressly provided by the law.
- Technical and organizational measures
Implementation and respect of adequate technical and organizational measures in the context of the present appointment contract, pursuant to what specified under article 32 GDPR. The Processor controls periodically the internal procedures and the technical and organizational measures to ensure that the processing within his competent area is compliant with the legal requirements under the discipline of the protection of personal data and data subjects' rights. The Processor ensures to the Controller the verifiability of the technical and organizational measures among his supervisory powers as set out under point 7 of the present contract.
- Partnership with supervisory authorities
The Controller and the Processor cooperate, under request, with the supervisory authority. The Controller is immediately informed of all inspections and the measures executed by the supervisory authority, in so far as they refer to activities carried out according to this contract. This is true also in case the Processor is subject to or involved in an investigation by a competent authority with regard to a violation of any provision relating to personal data processing occurred in activities pursuant to the present contract. In so far as the Controller is subject to investigation by the supervisory authority, administrative pecuniary sanctions, precautionary measures or criminal proceedings, claims by data subjects or by third parties, or any other legal actions relating to the data processing by the Processor pursuant to the present appointment, the Processor shall do everything possible to support the Controller.

6. Sub-tasks

6.1. the Processor may delegate part of processing activities regulated by the present contract to further Sub-processors, who shall be subject to the contractual obligations set out under article 28 par. 4 GDPR where provided by the law.

6.2. The Processor appoints from now the following Sub-processors, provided that contractual agreements complying with what required under article 28 par. 2-4 GDPR are concluded:

	A	B	C
1	DHL	Italy	Transports
2	DEUTSCHE POST GLOBAL MAIL	Germany	Transports
3	BXB s.r.o.	Czech Republic	Transports
4	DHL supply chain SPA	Italy	Logistics
5	TPL	Italy	Logistics
6	Zero11	Italy	Database management

6.3. The transfer of data to a Sub-processor may occur only upon satisfaction of all above-mentioned conditions for Sub-processors appointment.

6.4. The Processor is integrally responsible for the appointed Sub-processors' conduct. Any modification to the Sub-processors list must be communicated to the Controller without undue delay, giving the latter the right to object to it. In case of objection, the Processor has the right to withdraw from the contract with the Controller without prior notification.

6.5. In particular, should the Sub-processor work outside the EU/EEA, the Processor shall ensure with adequate means the respect of EU law on personal data protection, as described under point 2 of the present contract.

7. Controller's supervisory power

7.1. In coordination with the Processor, the Controller has the right to carry out inspections or have an auditor, instructed on each occasion, carry them out. The auditor shall have the right to assess the Processor's compliance with the present appointment contract as far as it concerns his own entrepreneurial activities, by means of random checks, which shall be communicated in advance as a general rule.

7.2. The Processor shall allow the Controller to verify his compliance with his obligations, as set out in article 28 GDPR. Upon request, the Processor shall provide the Controller with any necessary information as well as, in particular, with evidence of the adoption of technical and organizational measures.

7.3. The evidence of the adoption of such measures, which may refer also to activities other than those falling within the scope of the present contract, may be provided also by means of

- compliance with approved codes of conduct pursuant to article 40 GDPR;L
- certifications issued according to an approved certification mechanism pursuant article 42 GDPR;

- current auditors' certifications, reports or extracts of reports written by independent organs. (e.g. auditors, personal data protection officers, IT security department, data protection auditors)
- Adequate certifications issued by IT security or personal data protection auditors.

7.4. The Processor may charge the Controller a reasonable remuneration for the inspections execution.

8. Controller assistance

8.1. The Processor shall assist the Controller in carrying out his obligations relating to the personal data security, in reporting data breaches, in the impact assessments on the data protection and in the pre-emptive consultations referred to in the articles from 32 to 36 GDPR, also

- ensuring adequate protection standards by means of technical and organizational measures, taking into account nature, circumstances and purposes of processing, probability of data breaches and of the seriousness of the risks deriving from it for natural persons
- ensuring the immediate detection of infringements
- reporting without undue delay any data breach to the Controller
- assisting the Controller in processing data subjects' requests to exert their rights

8.2. The Processor may request a reasonable remuneration for the assistance services that are not included in the description of the services and that are not due to errors attributable to the Processor.

9. Controller's executive powers

9.1. The Processor shall process no personal data pursuant to the present appointment if not under the Controller's instruction, unless he is bound to do that under the law of the EU or of Member States.

9.2. Should the Controller ask for a modification of the personal data processing envisaged in the documented instructions pursuant to point 2, the Processor informs immediately the Controller if he considers that such modification could entail a violation of the provisions on data protection. The Processor may abstain from carrying out any activity that could result in such a violation.

10. Liability

10.1. Each party of the present contract undertakes to compensate the other for damages or expenses deriving from his own negligent non-compliance with the present contract, including any negligent non-compliance committed by his own legal representative, Sub-processors, employees or other agents. Furthermore, each party undertakes to indemnify the other from any claim by third parties deriving from or relating to any negligent violation committed by the other.

10.2. It remains unchanged the requirement under article 82 GDPR

11. Destruction or returning of personal data

11.1. The Processor does not create copies or duplicates of data unbeknownst to and without

the Controller's consent, except for security copies, in so far as they are necessary to ensure the ordered processing of data, as well as for the data whose storage is required by the law.

11.2. Upon the conclusion of the service supply, the Controller may choose to have the Processor erase or return all personal data collected and processed pursuant to the present appointment, in compliance with data protection, unless the applicable legal provisions do not require further conservation of personal data. In any case, the Processor may keep all information necessary to demonstrate the ordered and conformed execution of the processing activities also beyond the termination of the contract, in accordance with the storage period prescribed by the law.

11.3. The documents used to demonstrate an ordered processing of data pursuant to the appointment contract shall be stored by the Processor beyond the duration of the contract in compliance with the respective storage period. The Processor may give such documents to the Controller at the end of the duration of the contract to discharge himself from such contractual obligation.