

IDI Subscription and Membership Agreement

1. Subscription

This Subscription Agreement governs the admission and use of the on-line service (hereafter "Service") offered by IDI Project s.r.l. (hereafter "IDI") through this web site (hereafter "Web Site"). This Agreement shall not apply to consumers, i.e. to any individual who is acting for purposes which are outside his or her trade, business or profession. In order to obtain the status of Subscriber to the Web Site, the user will have to fill in the appropriate fields and to pay the fee indicated in the subscription form. Subscription will grant the Subscriber access to and use of the non-public sections of the Web Site for a period of one (1) year, starting from the date of payment.

2. Membership of IDI Association

Subscription to the Web Site also confers to the users the status of Ordinary Members of the Association named "International Distribution Institute Association" (hereafter "Association"), in accordance with Article 7 of the Association's Articles of Association. The Subscriber, in his/her quality of Ordinary Member of the Association will be entitled to participate to all initiatives promoted by the Association and to the Annual General Meeting of the Association. The status of Ordinary Member of the Association and the status of Subscriber are in direct connection among one another. Should the user loose for whatever reason (e.g. cancellation as per Article 3 of this Agreement) one of them, he will automatically loose also the other.

3. Use of the Service by the Subscriber

The Subscriber agrees to access and use the Service in compliance with this Agreement, as well as with the law, the good customs and the public order. The Subscriber may not attempt to access the Service by means other than the personal access codes provided by IDI. The Subscription to the Web Site is expressly restricted to its use by the Subscriber individually. The Subscriber will not knowingly share private access codes with any third party. If the Subscriber is interested in a collective subscription, we have special rates which vary according to the number of additional subscribers to the Web Site. In the event of breach of any provision of this Agreement, IDI reserves the right to cancel access to the Service and communicate its decision to the Subscriber, by sending a message to the email address provided by the latter in the registration form.

4. Access codes

To access to the Service, the Subscriber will use a username and a password. These codes will be assigned automatically. The Subscriber may choose different

personalised access codes so long as they do not previously exist in the Web Site's database. The Subscriber cannot request access codes containing injurious expressions, or names that may reasonably cause confusion with established trademarks and commercial names. The Subscriber agrees to make a diligent use of the access codes, and further commits to communicate to IDI any unauthorised use of the said codes as soon as this circumstance comes to the Subscriber's knowledge.

5. Price and payment

The price for subscription will be indicated in the subscription form. The Subscriber may pay the subscription by credit card or through a bank transfer. To such effect, the user must check the elected option in the subscription form. After having received the payment, IDI will send the relevant invoice to the email address provided by the Subscriber in the registration form.

6. Intellectual Property

The contents of the Web Site, including all images, illustrations, databases, designs, photographs, video and written material are protected by copyright, trademarks, database and other intellectual property rights. The Subscriber may not reproduce, modify, copy or distribute or use for commercial purposes any of the materials or contents on the Web Site, without IDI's written consent.

7. No Legal Advice

Even though recommendations are provided in the Information based on the contributing authors' review of some of the general requirements imposed by their various jurisdictions, such recommendations are generic in nature and provided without reference to specific industries, products or clients. Information is not intended to and does not constitute legal advice or a legal opinion of any of the contributing authors. Furthermore no opinion is being expressed as to the enforceability of the agreements under the laws of any jurisdiction. The laws considered when preparing the Information may have changed by the time you use the Information. No attorney-client relationship is formed, nor is anything submitted to this Web Site treated as confidential. The use of the Information does not constitute the provision of legal advice to you by any of the participating authors. Rather your use is analogous to your referring to a treatise or form book authored by IDI or the participating authors. Nevertheless, each of the participating authors asks you to waive any conflicts of interest which may exist in the future, between your using the Information and any of the contributing authors' representation of clients in ongoing and future matters which may be adverse or potentially adverse to you or your affiliates. By accepting this Subscription and

Membership Agreement, you are agreeing to waive any such conflicts and potential conflicts. The material on this Web Site, including comments, is not offered as advice on any particular matter and should not be taken as such. You must consult with counsel in the relevant jurisdictions to obtain detailed legal advice relevant to your specific situation. IDI and contributing authors expressly disclaim all liability to any person with regards to anything done or omitted to be done, and with respect to the consequences of anything done or omitted to be done wholly or partly in reliance upon the whole or any part of this Web Site without first obtaining professional advice regarding the particular facts and circumstances at issue.

8. Disclaimer

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9. Limitation of liability

IDI or the contributing authors shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting from the use use of this Web Site by Subscriber, the Information, IDI or the contributing authors shall not be liable for any special, direct, indirect, incidental, punitive or consequential damages of any kind whatsoever (including, without limitation, attorneys' fees) in any way due to,

resulting from, or arising in connection with the use of or inability to use the Information provided on this Web Site. If there are any errors or mistakes in the Information, the Subscriber and his/her organisation will not be entitled to seek damages or bring any claims against IDI or any contributing author, and or any of their respective officers, partners or employees, arising out of any errors or mistakes in the Information.

10. Duration

The subscription to the Service will begin when payment is received by IDI and will last for one (1) calendar year.

11. Governing law and jurisdiction

This Agreement is governed by and construed in accordance with the laws of Italy and any action arising out of or relating to this Agreement shall be filed only before the Courts of Turin (Italy) and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

The user declares that he specifically approves, as per Article 1341 of the Italian Civil Code, the following clauses of this Agreement:

Article 3 - Use of the Service by the Subscriber;

Article 6 - Intellectual Property;

Article 7 - No Legal Advice;

Article 8 - Disclaimer;

Article 9 - Limitation of liability;

Article 11 - Governing law and jurisdiction.