

Contract Conditions

The contract between the Supplier and the Influencer is stipulated and binding at the moment of registration by the Influencer on the **enchora.com** platform following the specific procedures provided by the Supplier and is valid and effective at the moment of the beginning of the collaboration. Therefore, the registration on the **enchora.com** platform implies, to all intents and purposes, that the Influencer has read and accepted all the Terms and Conditions of Agreement set out below.

ART. 1 DEFINITIONS

For the purposes of this contract, the following definitions shall apply:

Supplier of the service: Enchora Srl with head office in Milan (MI) at via Aosta n.10 P. Iva 11732880965 mail: info@enchora.com

General Terms and Conditions: the set of contractual clauses that determine and define the relationship between the Supplier and the Client

Terms and Conditions or Contract: the set of contractual clauses that determine and define the relationship between the Supplier and the Influencer

Website: enchora.com

Service: influencer marketing

Influencer: the subject who accepts the Contract Conditions and commits to carry out the Services set out by the Supplier

Supplier: the person who acts for professional or entrepreneurial purposes

Client: subject who purchases the Supplier's Services on the enchora.com platform.

ART. 2 OBJECT OF THE CONTRACT

These Contract Conditions set out the conditions of collaboration between the Supplier and the Influencer. The relationship between the Supplier and the Influencer represents the object of this contract and must be considered, to all intents and purposes, as autonomous and does not imply any employment relationship. Consequently, no employment relationship other than the relationship indicated in these Terms and Conditions of Contract may be established. Any tolerance by the Supplier to conduct in breach of these Conditions shall not constitute a waiver of the rights of that party under these Conditions. Should any of the Conditions be void or ineffective, any such voidness or ineffectiveness shall not extend to the remaining provisions of the Contract.

ART.3 DESCRIPTION OF THE COLLABORATION

In order to start a collaboration with the Supplier, the Influencer must register to the platform by entering email and password or using social accounts. After receiving confirmation, he/she can enter all the required data and specifically: name, surname and date of birth.

At the time of registration, the Influencer will enter his/her data giving all the consents and statements required by the platform. In case the Influencer is a minor but at least sixteen years of age, he/she must give all the consents and statements required by the platform.

In the event that the Influencer is under 16 years old, the parents or guardian must enter their full details and the Influencer's details, giving and must give consent and statements required by the platform and accept these terms and conditions.

The Influencer, registering to the platform, guarantees to:

- comply with all legal and contractual regulations applicable to these Terms and Conditions;
- be the legitimate owner of the data entered, to be considered true, correct and updated;
- not to attempt to falsely increase his/her performance, or the performance of any other influencer, in order to unduly increase the results of promotions;
- truthfulness promote goods or services and not for the sole purpose of increasing the performance of his/her own profile;
- always follow the promotional indications of Clients and not deviating from what is indicated;
- to always respect the usage rules that will be published on the dedicated page of the enchora.com website.

The Influencer receives by means of notifications on the platform, an invitation to participate to the influencer marketing campaign. The influencer can accept or decline on the basis of the offered compensation, which will be calculated taking in consideration the KPIs. The notification will contain the name of the Client, the kind of campaign and the related activities to be carried out, whether there are materials or not, which social networks are required by the Client for the campaign, the content of the campaign, supporting materials, start and end date, maximum budget invested by the Client.

ART. 4 DESCRIPTION OF THE ACTIVITY

The Service offered by the Supplier provides for four different influencer marketing campaigns to be chosen by the Client and to be implemented by the Influencer and specifically:

1) Pay per Engagement

This service has as its object a campaign based on the engagement generated by the post published on social media.

2) Pay per Click

This service is aimed at promoting a landing page within the platform or an external link on which the End User should land.

3) Pay per Contact

This campaign is based on the initial budget invested by the Client and on the number of contacts (email or telephone) received in a given period of time by means of the channels used by the Influencer creator for the promotion of content.

4) Pay per Sale

This campaign is based on the number of final sales made as a result of interaction with the link promoted on the Influencer's channels.

ART. 5 DURATION OF SERVICE

The duration of the Services is equal to the time required to carry out the different campaigns chosen by the Client. Access to the platform is provided until the Influencer has exercised the right of withdrawal, has requested cancellation or cancellation is ordered by the Provider for legal or business policy reasons.

ART. 6 FEE AND METHOD OF PAYMENT

The fee will not be paid per single campaign. The fee will be accumulated within a virtual portfolio. The fee has to be intended as gross and therefore, the net fee may change depending on the tax regime and in relation to several variables such as, for example, VAT, stamp duty and withholding tax. The Influencer will have to give the necessary declarations on the platform about his/her tax regime and will be solely responsible for the given declarations, exonerating the Supplier from any liability in this regard. At the time of payment, the Influencer will have to follow the specific procedure set out by the Supplier and will have to enter the data requested by the

Supplier. The Influencer may receive fee at the time of requesting payment when he/she:

- 1) has reached a minimum amount as set out within the platform
- 2) has reached a minimum number of points as set out by the Supplier

The request will follow different specific procedures depending on whether the influencer is:

- Professional: is in possession of a VAT number and issues a regular invoice
- Amateur: the performance provided is occasional and the Influencer declares not to have exceeded € 5,000 of fee within the current year

Payment will be made no later than 30 days after the required tax documentation is sent and, depending on the choice of the Influencer, by:

- Bank Transfer
- PayPal (only for amateur Influencers)
- Satispay (only for amateur Influencers)

ART. 7 NON-COMPETITION AGREEMENT

The Influencer signing this contract, stipulates with the Supplier a non-competition agreement pursuant to art. 2596 C.C. Therefore, the Influencer undertakes not to carry out any activity, in any way and for any reason, online and offline with direct competitors of the Supplier.

This agreement is valid from the signing of the Contract according to any possible kind of collaboration set out by the Supplier and for the following 5 (five) years. The agreement is renewed each time the influencer agrees to participate in a campaign.

In the event of non-fulfilment of the Influencer to the obligations provided for in this agreement and Contract, the Influencer will pay to the Supplier, pursuant to and for the purposes of art. 1382 C.C. and as a penalty, a sum equal to twice the amount produced and accrued by the Influencer on the platform, subject to proof of greater damage. This non-competition agreement shall remain in force between the Parties even in the event of withdrawal, termination, modification or early termination of this contract.

ART. 8 INTELLECTUAL AND INDUSTRIAL PROPERTY

All contents of the Website and Platform are protected by copyright, industrial and intellectual property laws in force. By way of example but not limited to, the content of the Website and the Platform are: the domain name, the relative sub-domains, the trademarks, all texts, any graphic representation and/or text in general, photographs and films. All intellectual and industrial property rights relating thereto are of exclusive property of the Supplier, reserved and will not be transferred or licensed to

the Influencer under any circumstances. Therefore, the Influencer shall not reproduce, duplicate, copy and redistribute, retransmit even on other websites, transfer or otherwise make available to third parties for any reason whatsoever or otherwise use for purposes other than the storage and/or consultation of the Sites and/or Site Content, without the prior specific and formal approval of the Supplier. All material prepared by the Supplier shall remain the exclusive property of the Supplier.

ART. 9 WITHDRAWAL

The Parties may exercise the right of withdrawal at any time, without notice, through the area provided by the Supplier within the platform.

ART. 10 EXPRESS TERMINATION CLAUSE

The Supplier may at any time and with immediate effect terminate the contract pursuant to art. 1456 C.C., without prejudice, however, to the possibility of claiming compensation for any damages, interrupting the collaboration without notice by sending the Influencer an email in which he declares his intention to exercise the right to terminate the contract, if the following conditions occur:

- a. The campaigns carried out by the Influencer violate third party rights or are contrary to the law;
- b. The Influencer violates its obligations under this contract.

The Parties acknowledge that even in the event of termination of the contract, the provisions of this contract regarding intellectual property and promotion remain valid and effective. In the event of termination of the contract, the Influencer will be charged a penalty equal to the amount produced, accrued and uncollected, subject to proof of greater damages.

ART. 11 EXCLUSION OF LIABILITY

The Parties, within the limits of the law, agree as follows:

- the Influencer undertakes not to transmit and not to make available illicit material, covered by copyright and/or any other protected right, material in which trademarks and distinctive signs are included that the same is not authorized to dispose of, with exoneration of the Supplier from any liability in this regard;
- the Influencer exonerates the Provider from any liability for any change made by him/she or by or any person authorized by him/her, additions or alterations of any Service set out in these Terms and Conditions or performs any activities not agreed with the Supplier;

- the Influencer guarantees that the contents he/she creates do not violate the national and community laws and regulations, nor self-regulatory codes in matter of IAP regulations including, by way of example but not limited to, rules on games, prize competitions and/or public order;
- the Influencer shall indemnify the Supplier against any party for any litigation, indirect, specific, incidental, punitive, precautionary or consequential damages;
- Supplier shall not be liable for any omissions or errors that may be contained in the materials, or for any infringement of any third party rights and damages, including indirect, consequential, or other damages of any kind, including resulting from loss of use, loss of information or lost profits or arising from breach of contract, negligence or other tortious action, arising out of or in any way connected with the use of or information contained in the Platform;
- if any limitation, exclusion, restriction or other provision contained in this contract is found to be void for any reason whatsoever and Supplier becomes liable, the resulting claim for damages shall not exceed the value of this contract;
- the Parties agree that in the event of any kind of dispute inherent to or arising from this contract for which the Client is held liable in any way, the resulting claim for damages shall not exceed the value of this contract.

ART. 12 FAILURE TO EXERCISE A RIGHT

Supplier's failure to exercise a right does not represent any waiver of its right to take action against Influencer or any third party for breach of commitments undertaken. The Supplier therefore reserves the right to enforce its rights in any case, within the terms granted.

ART. 13 APPLICABLE LAW AND JURISDICTION

These Terms of Contract are entirely governed by Italian law. Any dispute that may arise in relation to the validity, interpretation, execution and termination of this contract shall be referred to the exclusive jurisdiction of the judicial authorities of the Court of Milan.

ART. 14 PERSONAL DATA PROCESSING

The Personal Data provided or acquired will be processed on the basis of the principles of correctness, lawfulness, transparency and protection of confidentiality in accordance with current regulations. The Supplier, as Data Controller, process the Personal Data of Users adopting appropriate security measures to prevent

unauthorized access, disclosure, modification or destruction of Personal Data. The processing of data is carried out by means of computer and/or telematic instruments, with organizational methods and logics strictly related to the indicated purposes. The User's Data are collected for the execution of pre-contractual measures; to fulfil the obligations stemming from the Contract; for the registration procedure aimed at the purchase of Services; to follow up on specific requests made to the Data Controller by the User; to send information and promotional and commercial offers also through the newsletter service on the basis of the consent freely expressed by the User; for softspam purposes for promotional communications regarding the purchased Services without the need for the express and prior consent of the User, as provided for by art. 130, 4 paragraph, Privacy Code as novated by Legislative Decree n.101 of 2018. The Client is therefore invited to carefully read the information on the processing of personal data (Privacy Policy) made pursuant to EU Regulation 679/2016, as well as on the use of cookies with the relevant consent to the processing where required (Cookie Policy).

ART. 15 COMMUNICATIONS

For further information of any kind, it is possible to contact the Supplier by e-mail at the following address: info@enchora.com.

Pursuant to art. 1341 and 1342 c.c., the Influencer declares to have carefully read and expressly accept all the clauses of these Terms and Conditions and in particular those of articles 3, 5, 6, 7, 8, 9, 10, 11 and 13