



Trade Fairs Made Easy

ONLINE TRADE FAIR CONTRACT AGREEMENT FOR SELLERS

This Online Trade Fair Contract Agreement is made:

Between: DirectlyItaly (The Company") whose registered office is at 71-75 Uxbridge Rd, Ealing, London, W5 5SL, UK

And: (Herein referred to as The Seller) whose registered office is at

This agreement governs the terms and conditions for becoming a seller on DirectlyItaly Ltd's (the "Company") Virtual Online Trade Fair Platform. The Company operates a worldwide platform that connects sellers of various products and services, with buyers of those services via online trade fairs.

Whereas, the Seller wishes to sell its products via the Company's platform and the Company wishes for the Seller to sell its products via the platform solely upon the terms and conditions contained in this contract and on no other terms, unless mutually agreed.

Online Trade Fair

The Company will provide the Seller with an online stand that allows the Seller to upload product images, descriptions, prices and arrange online appointments with buyers, and interact via chat or video call with buyers for a duration pre-fair and also during the trade fair. Sellers must display products on the stand that are in line with the fair's concept.

Sellers can sell their goods directly to buyers. The actual payment for the goods is handled between the Seller and the Buyer. The Company will not take any commissions on sales between the Seller and the Buyer, and has no responsibility for the sale, product delivery, quality of goods, or any dispute between the Seller and Buyer.

The Company may suggest a distribution partner to transport the goods from the Seller to the Buyer in good faith. However, The Company holds no liability or responsibility in this regard and the Seller and the Buyer are free to arrange their own distribution agreement.

Payment fees

To attend the fair, The Seller pays The Company an entry fee of Euros 370 + VAT (early bird offer) otherwise the fee becomes Euros 499 + VAT to operate an online stand at the Company's various online trade fairs.

The fee shall be payable by the Seller to The Company in full and in cleared funds into The Company's nominated bank account immediately upon acceptance of these terms and conditions. Entry to the fair may be refused (at The Company's sole discretion) if the fee is not paid.

Assignments

Sellers cannot sublet stands or assign the stand to a third party. The Seller may not assign or transfer any rights or obligations under this agreement to any third party without The Company's prior written consent. The Company may assign or transfer these terms and the rights and obligations under it to any other party at any time and shall inform The Seller thereof in writing within a reasonable time thereafter.

Cancellation

Once signed, this proposal becomes non-cancellable. If an online trade fair's date needs to be changed The Company will notify the Seller in writing at least 14 days prior to the agreed trade fair date. The rescheduled trade fair date must be within 12 weeks of the original date, otherwise it will be deemed cancelled, whereupon The Company will refund the entry fee paid by the Seller. The Company will not be liable for paying any other related fees.

If the Seller pays the entry fee (and that payment is not within 14 days of the online trade fair start date) and does not receive any appointment bookings or calls from buyers, The Company will refund the entry fee.

Acknowledgement

Please indicate your acceptance of the terms and conditions set forth by signing and returning a copy of this letter by email to roberta@directlyitaly.com.

By accepting the terms and conditions of this agreement together with the Privacy Policy, Terms of Use, Terms of Services found on The Company's website www.directlyitaly.com The Seller also accepts that The Company may contact them about fairs and events related to The Company (and relevant related companies within The Company's group).

APPENDIX 1 - LEGAL TERMS

Indemnification

The Seller hereby indemnifies and holds harmless The Company, its directors, officers, employees, agents and attorneys from and against any and all claims, actions, suits, proceedings, liabilities, losses, costs, damages, or expenses asserted against, or incurred by The Company or any such director, officer, employee or agent by reason of or arising out of the online fairs or any related activities conducted by The Company or The Company's performance of its obligations under this agreement, except to the extent such claims, liabilities, losses, costs, damages or expenses have resulted from the willful misconduct or gross negligence of The Company or any such director, officer, employee or agent.

Limitation of Liability

To the fullest extent lawful, The Seller agrees that neither The Company, nor any director, officer, employee, agent or attorney of The Company shall have any liability to The Seller or its shareholders, directors, officers, employees, agents or attorneys for or in connection with anything related to these trade fairs, except such liability for losses incurred by The Seller, which are judicially determined to have resulted primarily and directly from The Company's willful misconduct or gross negligence.

Using the Platform

The Seller is responsible for the setup of its stand and for any technical requirements to enable it to use the Company's platform and to attend the trade fair.

The Seller is responsible for creating, clearing and providing its content to The Company for the trade fair. If the Seller fails to provide such content on time The Company shall be under no obligation to change the dates of the online Trade Fair or any pre-fair marketing campaigns.

The Seller hereby grants The Company a non-exclusive, royalty free, worldwide licence solely in connection with the development, production, marketing, promotion and hosting of the online Trade Fair and the archiving thereof to use, reproduce, digitise, publish, display, exhibit, distribute, transmit and otherwise broadcast (itself or on its behalf) The Seller's name and Content in relation to (and before, during and after) the online Trade Fair.

The Company reserves the right in its absolute discretion to terminate the Seller's access to the Trade Fair and platform in the event the Seller and/or its employees and its exhibits whose presence in The Company's opinion is or is likely to be undesirable without prejudice to any other rights or remedies available to The Company.

Disclaimer

The Platform is delivered over the Internet, and accordingly, is subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. The Company shall not be responsible for any delays, delivery failures, viruses, hacker intrusions or other damage resulting from such problems.

Warranties

The Company does not warrant that the platform will operate error free or uninterrupted, or will meet The Sellers requirements. There is no warranty against infringement.

The Company makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Platform. The Company does not represent or warrant that:

(a) the use of the Platform will be secure uninterrupted or error free; or

(b) the Platform or the servers that make the services available are free of viruses or other harmful components. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, or fitness for a particular purpose, are hereby disclaimed by The Company to the maximum extent permitted by law. There is no warranty against infringement.

To the fullest extent permitted by the applicable law, The Company excludes: (a) all liability for loss, injury or damage to persons or property at the trade fair; (b) all indemnities, warranties, representations, terms and conditions (whether express or implied); and (c) any actual or alleged indirect loss or consequential loss howsoever arising suffered by The Seller, or any loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss (whether direct or indirect). If The Company is liable to The Seller for any reason, The Company's total liability under these Terms or otherwise in relation to the Trade Fair is limited to the amount of the Fee received by The Company.

The Seller represents and warrants to The Company that it will not indulge in any bad practices, including, but not limited to, infringement of any copyright, patent, trade mark, trade secret, or other proprietary right, false advertising, unfair competition, defamation, obscenity, piracy, invasion of privacy or rights of celebrity, infringement of any discrimination law, securities law or regulation, or of any other right of any person or entity.

Rights

This agreement grants the Seller a non-exclusive, nontransferable, non-sub licensable licence to use the The Company's platform. It is licenced and not sold to the Seller.

This agreement grants The Seller only the right to use the platform but it does not acquire any rights, express or implied, in the platform other than those specified in this agreement. The Company retains all right, title, and interest in and to the platform, including all patents, copyrights, trade secrets, and other intellectual property rights incorporated therein. The Platform is protected by copyright laws, international treaty provisions, and other intellectual property laws. Therefore, other than as expressly set forth herein, The Seller may not copy or reproduce or reverse engineer the platform. The Seller may not modify or adapt the platform in any way.

Other Cancellation terms

If having made a booking or entered into any service with The Company, the Seller decides to cancel, and that cancellation period is within 14 calendar days of a trade fair starting, and/or within 14 days of The Company giving access to pre-fair vendor calendar appointments, then that right to cancel can be lost.

In such cases, in the period of the 14 days before the fair starts, and/or before the calendar appointments are opened to vendors there will be the right to cancel. But if the trade fair starting and/or the calendar appointments being opened falls within this 14 day period, and you wish to cancel after the trade fair has started and/or after the calendar appointments have been opened it will not be possible to cancel.

The Company may (at its sole discretion) suspend the online Trade Fair and / or change the date for the online Trade Fair /Cancel the Seller's attendance at the Trade Fair for any reason, including:

(a) fail to make any payment due to The Company by the due dates specified in these Terms; or

(b) are in breach of these Terms or the Seller fails to comply with any material obligations or warranties under any agreement between the parties to which these Terms apply and in either case the Seller does not remedy the same (if capable of being remedied) within four (4) days of receipt of notice in writing from The Company specifying the breach or failure and calling for the same to be remedied; or

(c) Make arrangements with The Seller's creditors or become insolvent or if any order is made or resolution passed for The Seller's liquidation, winding up or dissolution or if a receiver or manager or administrative receiver or administrator is appointed over the whole or a substantial part of The Seller's assets or of anything analogous to or having substantially similar effect of any such events shall occur under the laws of any applicable jurisdiction; or

The Company may (at its sole discretion) cancel an online Trade Fair at any time for any reason and shall in such event reimburse the fee to the Seller, OR with the Seller's permission retain the fee as credit for a future Trade Fair. The Company shall have no other liability to the Seller.

If the Seller wishes to cancel its attendance at a trade fair entered into with The Company via the phone, online or any other means the Seller has the usual statutory period of fourteen (14) calendar days to cancel the contract after payment has been made and receive a refund.

Confidentiality

The Seller undertakes to keep all "Confidential or Proprietary Information" pertaining to The Company obtained or otherwise received confidential. Proprietary and Confidential Information includes but is not limited to presentations, data, trade secrets, know how and other material not generally available to the general public or of a confidential or proprietary nature. This restriction shall continue to apply after the completion of the online trade fair in

perpetuity but shall cease to apply to any such information which may come into the public domain other than through unauthorised disclosure by The Company.

General

No term or provision in these Terms shall be varied or modified unless agreed in writing and signed by the parties.

The Seller understands and acknowledges that to the extent the data submitted by the Seller in connection with a trade fair or any other reason amounts to personal information, such personal information will be processed in accordance with the requirements of applicable General Data Protection laws and The Company's privacy policy. For further information, please read our privacy policy available on The Company's website www.directlyitaly.com

Governing Law

This agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English Courts, without regard to conflict of laws rules.