

HOST 2023 - MILAN, 13th – 17th OCTOBER 2023

AGREEMENT

between

MICO dmc S.r.l., with its registered office in Milan (Italy), at Piazzale Carlo Magno no. 1, tax code and registration number with the Commercial Register of Milan, Monza-Brianza, Lodi no. 09009500969, legally represented by Alessandro Bologna (hereinafter, “**MICO dmc**”),

and

Antunes, with its registered office in 180 Kehoe Blvd. Carol Stream, IL 60188 USA (hereinafter, the “**Client**”)

(MICO dmc and Client are also referred to hereinafter jointly as the “**Parties**” or, each severally, as “**Party**”).

WHEREAS

- A. The Client needs to reserve hotel accommodation for a group of guests.
- B. The Client intends to entrust MICO dmc with all reservation activities necessary to accommodate and support the above-mentioned group.

Now, therefore, in consideration of the foregoing, the Parties agree as follows.

1. Recitals and annexes

Recitals and annexes are an integral part of this agreement (hereinafter, the “**Agreement**”).

2. Subject Matter

A. HOTEL RESERVATION SERVICE

- 2.1. MICO dmc will secure in favour of the Client the following block of rooms (the “**Rooms**” and each a “**Room**”), at **Sheraton Diana Majestic** (the “**Hotel**”), for the following number of nights (the “**Nights**” and each a “**Night**”) (globally, the “**Hotel Reservation Service**”), at the following terms and conditions:

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| | | | |
|---|-------------|-------------------|--------------------|
| SHERATON DIANA MAJESTIC | | | |
| Viale Piave 42 20129 Milano MI | | | |
| 10/10/2023 | 1 | | |
| 11/10/2023 | 4 | | |
| 12/10/2023 | 7 | | |
| 13/10/2023 | 7 | | |
| 14/10/2023 | 7 | | |
| 15/10/2023 | 7 | | |
| 16/10/2023 | 7 | | |
| 17/10/2023 | 2 | | |
| Guaranteed block | 42 | Roomnights | |
| Room rates | | | |
| Double room for single use | Euro | 410,00 | per room per night |
| Supplement for double occupancy | Euro | 30,00 | per room per night |
| Room rates are inclusive of VAT 10% and breakfast | | | |
| Total Value of Rooms (see par. 2.4) | Euro | 17.220,00 | |
| City tax | Euro | 5,00 | per person per day |
| Vat tax excluded | | | |
| Total value of city tax | Euro | 210,00 | |
| Total Value of Rooms + city tax | Euro | 17.430,00 | |

- 2.2. The Rooms and the Nights indicated in the table above are considered as the minimum guaranteed allotment for the minimum stay requested. In the event of partial or total cancellation of Rooms and/or Nights by the Client, the Client shall be subject to the penalties indicated under paragraph 4.1 of this Agreement.
- 2.3. For the entire duration of this Agreement, the Client shall be prevented from directly negotiating and/or agreeing with the Hotel upon terms and conditions of accommodation different from those provided for under this Agreement. For example, without limitation, the Client shall be prevented from negotiating and/or agreeing with the Hotel upon discounted rates, changes or different cancellation policies.
- 2.4. For the sake of clarity, the overall amount to be paid by the Client as a consideration for the Hotel Reservation Service shall be equal to EUR 17.220,00 (the “Total Value of Rooms”), plus Milan City Tax. The relevant terms of payment are better specified under paragraph 3 below. The Client acknowledges that the amount due to MICO dmc under this Agreement as Total Value of Rooms and as Milan City Tax may increase, without prior notice from MICO dmc, due to changes in government charges, taxes or levies.
- 2.5. Should the Client notify MICO dmc a partial cancellation of Rooms per Night and provided that such partial cancellation is made in full compliance with the provisions under paragraph 4.1 below, the Total Value of Rooms due by the Client will be adjusted. Any adjustment under this paragraph 2.5 will be effective immediately after the relevant partial cancellation is notified to MICO dmc in accordance with the provisions of paragraph 14 below.

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2.6. Upon written request by the Client in accordance with paragraph 14, and provided that such request is accepted in writing by MICO dmc in accordance with paragraph 14, MICO dmc shall make reasonable commercial efforts to negotiate an extension of the Client's reservation with the Hotel, it being understood that MICO dmc may not be held liable *vis-à-vis* the Client in the event that the Hotel refuses such extension. In this regard, the Parties expressly acknowledge and agree that any extra Room or extra Night requested by the Client will be subject to all terms and conditions provided for under this Agreement including, without limitation, rates and cancellation policy.

3. Payment terms

3.1. Total Value of Rooms

3.1.1. The Total Value of Rooms must be paid for by the Client to MICO dmc, upon invoice issued by the latter, in accordance with the following terms and conditions:

| | | |
|---|---------------|-------------------------------------|
| 90% of the Total Value of Rooms (non-refundable in case of cancellation, with the exception of the cases provided for in paragraph 6) | EUR 15.498,00 | Upon execution of the Agreement |
| 10% of the Total Value of Rooms | EUR 1.722,00 | Within August 30 th 2023 |

3.1.2. MICO Dmc shall issue an invoice for each of the instalments listed in the table under paragraph 3.1.1 above. Any invoice issued by MICO dmc shall be paid in full by the Client within the terms above specified.

3.2. Milan City Tax

3.2.1. The overall amount due by the Client as Milan City Tax, equal to EUR 210,00, shall be paid by the Client to MICO dmc within August 30th 2023. For the sake of clarity, the Parties acknowledge and declare themselves aware that the amount due as Milan City Tax is not included in the Total Value of Rooms.

| | | |
|----------|------------|-------------------------------------|
| City tax | EUR 210,00 | Within August 30 th 2023 |
|----------|------------|-------------------------------------|

3.3. Other provisions

3.3.1. In the event of late payment by the Client of any amount due under paragraphs from 3.1 to 3.3 above, interests will accrue in accordance with the interest rates provided for by Italian Legislative Decree 231/2002 until actual payment is made.

3.3.2. Any payment of any amount due under paragraphs from 3.1 to 3.3 above shall be made in Euro (or other currency agreed upon by both Parties) and shall be carried out by bank transfer in favour of MICO dmc, as per bank details mentioned on the invoices.

4. Cancellation

4.1. HOTEL RESERVATION SERVICE

- a. The cancellation terms and conditions provided for under this paragraph 4.1 shall apply provided that the cancellation is notified by the Client to MICO dmc in writing, in accordance with the provisions set forth by paragraph 14 below.

| | |
|------------------------------------|---|
| Until August 28 th 2023 | Up to a maximum of 10% of the roomnights can be cancelled without charge |
| From August 29 th 2023 | Penalty equal to 100% of the relevant portion of the Total Value of Rooms |

- b. Each Room per Night cancellation exceeding the above percentage will be subject to a penalty equal to 100% of the relevant portion of the Total Value of Rooms.
- c. There shall be no refund for cancellations, early departures, no shows and/or changes to the reservation made by the Client in breach of this paragraph 4.1.
- d. Any reimbursement due to the Client as a result of a cancellation in accordance with this paragraph 4.1 shall be paid by MICO dmc within 60 days from the date of conclusion of the Event.

5. Termination

- 5.1. The Parties agree that any non-breaching Party will have the right to immediately terminate the Agreement, in accordance with Article 1456 of the Italian Civil Code, in the event that any of the following circumstances (which shall be deemed as material breaches pursuant to Article 1455 of the Italian Civil Code) occurs: (i) failure by the Client to timely pay an instalment due under paragraph 3 when it falls due; (ii) failure by any Party to comply with the provisions set forth by paragraph 9; (iii) failure by the Client to comply with the provisions set forth by the 231 Model (as defined below under paragraph 10).
- 5.2. Either Party shall have the right to terminate the Agreement in accordance with Article 1454 of the Italian Civil Code in the event of material breach by the other Party of any provision included in this Agreement, provided that such breach is not cured within 30 days starting from the day on which such breach was notified in writing to the breaching Party by the non-breaching Party, in accordance with the provisions set forth by paragraph 14 below.

6. Force Majeure

- 6.1. For the purpose of this Agreement, a “**Force Majeure Event**” will be considered any fact, event or circumstance that could not have been reasonably foreseen by the affected Party and that the affected Party could not have avoided or limited by using ordinary diligence, as a result of which the affected Party must delay or suspend compliance, in whole or in part, with its obligations under the Agreement.
- 6.2. The following events shall, for the sake of clarity and without limitation, be deemed as Force Majeure Events: earthquake, flood, fire, war, failures of international or domestic transportation, acts of government or public agencies restricting free movement of people, epidemics, pandemics, civil disturbances, strikes, lockouts and other events which are deemed as *force majeure* events in general commercial practice).
- 6.3. The Party wishing to invoke this paragraph 6 must promptly notify the occurrence of the Force Majeure Event

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in writing to the other Party, in compliance with the provisions set forth by paragraph 14.

- 6.4. Should a Force Majeure Event occur, either Party will be entitled to terminate the Agreement and the Client will not incur in any penalty under this Agreement *vis-à-vis* MICO dmc. For the avoidance of doubt, in the event of termination of the Agreement as a result of the invocation of this paragraph 6, MICO dmc shall refund any consideration already paid by the Client in accordance with this Agreement on the date this paragraph 6 is invoked.

7. Complaints

- 7.1. Any claim arising out of or in relation to the performance of the Hotel Reservation Service supplied by MICO dmc pursuant to this Agreement shall be notified by the Client to MICO dmc in writing, by registered letter with receipt return, within and no later than 30 days from the completion of the Event, under penalty of forfeiture (*decadenza*), save for gross negligence or wilful misconduct by MICO dmc. Any claim arising from the amount provided for in the invoice issued by MICO dmc in connection with the performance of the Hotel Reservation Service supplied by MICO dmc pursuant to this Agreement shall be raised by the Client, under penalty of forfeiture (*decadenza*), within 30 days of receipt of the relevant invoice.

8. Liability

- 8.1. The Client expressly acknowledges that, under no circumstances, MICO dmc can be deemed liable for damages or losses caused by the group attendees to the Hotel.
- 8.2. MICO dmc will be held liable for any default in the performance of the Hotel Reservation Service, as well as in the event of overbooking, provided that such default is directly ascribable to MICO dmc.

9. Privacy and confidentiality

- 9.1. Each Party shall, and shall procure that all relevant officers, employees or agents and any other persons who are engaged by such Party to perform any part of this Agreement for or on its behalf ("**Associates**") shall (also pursuant to Article 1381 of the Italian Civil Code), at all times comply with all applicable anti-bribery laws and shall maintain adequate policies and procedures designed to prevent any breach thereof. Each Party shall, and shall procure its Associates shall (also pursuant to Article 1381 of the Italian Civil Code), notify the other Party immediately in writing upon becoming aware of any fact, event or matter which is or might constitute a breach of this paragraph 9. Each Party shall provide the other Party all reasonable assistance to enable them to comply with the relevant anti-bribery and corruption laws. Failure to comply with this paragraph 9 shall constitute a material breach incapable of remedy and shall give the non-breaching Party the right to terminate this Agreement by written notice with immediate effect pursuant to Article 1456 of the Italian Civil Code.
- 9.2. The Parties declare that they have been informed about the processing of personal data for the conclusion and execution of this Agreement pursuant to Article 13 of Regulation (EU) 2016/679 ("**GDPR**"). The Parties undertake to comply, each Party in its own sphere and for the best execution of this Agreement, with the provisions of
- (i) GDPR;
 - (ii) Italian Legislative Decree no. 196/2003 and subsequent amendments, as well as any other Italian legislative decree, law or regulatory act; and

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(iii) any and all measures adopted by the competent data protection authority in relation to the processing of personal data.

9.3. In this respect, the Parties agree and acknowledge reciprocally that each Party shall process personal data for its own purposes as an independent data controller pursuant to Article 4, paragraph 1, n. 7 of the GDPR. The Parties acknowledge and understand that, acting as autonomous data controllers, they will be, each on their own, responsible for the fulfilment of the obligations of the data controller pursuant to the GDPR and its subsequent updates and amendments.

9.4. The Parties hereby undertake to keep each other indemnified and held harmless from any objections raised by the data subjects on the basis of their rights provided by the aforementioned legislation for the unlawful processing of personal data, as well as any other objection that may be raised by the competent national authority for the protection of personal data.

9.5. Each Party shall keep all information disclosed to it by the other Party strictly confidential, and shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging that Party's obligations under the Agreement, provided that such employees, agents and subcontractors are required to comply with the confidentiality obligations herein as though they were a Party to this Agreement. A Party may only disclose the other Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

10. Liability pursuant to Italian Legislative Decree 231/01

10.1. The Client acknowledges and declares itself aware that MICO dmc adopted and implements an organization, management and control model pursuant to Italian Legislative Decree 231/01 (the "**231 Model**"), as well as the relevant code of conducts and all the disciplinary documents provided for by Italian Legislative Decree 231/01 (all of the above, including the 231 Model, jointly referred to as the "**Documents**"). The Documents are publicly retrievable on MICO dmc's website and the Client declares to have read and understood them. The Client adheres to the principles set forth by the Documents and shall comply with their contents, rules and procedures and, in general, refrain from carrying out any conduct that may result in a criminal offence in accordance with Legislative Decree 231/01, as subsequently amended, and provided for by the 231 Model. The Client shall also comply (and shall procure that all of its Associates comply, also pursuant to Article 1381 of the Italian Civil Code) with all the provisions contained in the Documents. Violation of the rules set forth by the 231 Model shall constitute a material breach of Agreement. The Client shall indemnify and hold MICO dmc harmless from any penalties or damage that MICO dmc may incur as a consequence of the violation of the provisions set forth by the Documents by Client or any of its Associates.

11. Duration

This Agreement shall be in force between the Parties from the date of execution by both Parties until 6 months following the end of the Event.

The Client shall return MICO dmc a copy the Agreement duly signed within **June 19th 2023**.

If the Client fails to comply with the abovementioned term, this contractual proposal will be deemed elapsed and without any legal and/or contractual effect.

12. Amendments

Any amendment to the Agreement shall not be valid and binding unless made in written form.

13. Severability

If any provision or condition of this Agreement is prohibited or rendered invalid or unenforceable in whole or in part, such prohibition, invalidity or unenforceability will not affect the validity or enforceability of any other provisions or conditions of the Agreement. In any such case the Parties shall endeavor to replace the prohibited, invalid or unenforceable provision or condition with another which is not prohibited, is valid and enforceable, and which achieves the same effect, to the extent reasonably possible, of the provision which was prohibited, rendered invalid or unenforceable.

14. Notices

Any notice, request, demand, statement or consent required or permitted by the Agreement shall be in writing and will be effectively and validly made: (i) if sent by registered letter, upon execution of the return receipt; and (ii) if sent by means e-mail, addressed, in any case, as follows:

If to MICO dmc: To the attention of Ilaria Ierace - Email host@micodmc.it

If to the Client: To the attention of Kathryn Cooper - Email kathryn.cooper@antunes.com

15. Applicable law and jurisdiction

15.1. This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Italy.

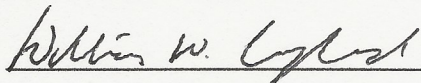
15.2. Any dispute related or connected to the same shall be exclusively settled by the Court of Milan, without regard to conflicts of laws principles.

Date, 16 June 2023

Date, _____

The Client – Antunes

MICO dmc S.r.l.



Pursuant to Articles 1341 and 1342 of the Italian Civil Code the Client, after having taken careful knowledge, expressly accepts and approves paragraphs 2 (Subject Matter), 3 (Payment terms), 4 (Cancellation), 5 (Termination) 6 (Force Majeure), 7 (Complaints), 8 (Liability) and 15 (Applicable law and jurisdiction) of this Agreement.

Date, 16 June 2023

The Client – Antunes

