

## ***PRIVATE AGREEMENT***

Maremagnum.com S.r.l., with offices in Largo Schuster 1 Milano, VAT Reg. No. 13162270154, represented by Sergio Malavasi (hereinafter, the “Selling Agent”)  
on one side –

AND

Professional Library registered and authorised on the Website  
(hereinafter, the “Client”)

on the other side –

### **CONSIDERING THAT**

- (a) the Selling agent manages the purchase and sale of used goods on Internet (used books, antique prints, etc.) through the site “[www.maremagnum.com](http://www.maremagnum.com)” (of which he is owner, inasmuch as proprietor of the technologies and computer supports, creator of the software applications and the computer functionalities); the means of operation of the site are analytically described *sub* Enclosure I;
- (b) the Client is interested in making use of the system for the purpose of marketing his own used goods via Internet, it being understood that the traditional marketing activity of the goods is not involved;
- (c) this contract has the purpose of governing the relations between the Selling Agent and the Client, for the latter's used of the purchase and sales system through the site [www.maremagnum.com](http://www.maremagnum.com);

All this being considered, which constitutes, together with the Enclosure, an integral part of the Contract,

### **THE FOLLOWING IS AGREED UPON:**

#### **ARTICLE 1**

##### **Definitions**

Within the scope of the contract, the initials, terms and expressions listed below have the meaning indicated alongside each one of them.

“Purchase”: indicates each purchase of used goods made according to the means indicated *sub* Enclosure I.

“Preparation”: indicates the period of time necessary for making the used goods available for shipment.

“Bank”: indicates the Bank that provide the safe payment services with a Credit Card

“Library”: means any entity that purchases books not for its exclusive personal availability but with the explicit intention of making them available to third parties for consultation

“Client Code”: indicates the number that acts as an access code for the Client, in all the case provided for *sub* Enclosure I, in which he must operate directly within the Site.

“Teacher’s Bonus – 18app” (transl. “Carta del Docente – 18app”): indicates bonuses provided to teachers and students by the Ministry of Education and Research.

“Confirmation of Shipment”: indicates the notification with which the Client confirms to the Selling agent that he has arranged for Shipment of the used goods to the User, in accordance with the provisions of point 7 of Enclosure I

“Contract”: means this contract concluded between the Selling Agent and the Client, to allow the latter to access the sales system on Internet according to the means indicated *sub* Enclosure I.

“Availability”: indicates (i) a list of the used goods that the Client has available and intends to offer for sale through the Site and (ii) a brief bibliography report of each of these<sup>1</sup>.

“List”: indicates the list of the used goods, contained in the availability lists, which the Client publishes on the Site.

“Professional Bookseller”: every bookseller or editor with an account on Maremagnum as a seller or user and acknowledged as a Professional Bookseller by Maremagnum: a seller is automatically recognized as “Professional Bookseller”.

“Shipment Order”: indicates the notification with which the Selling agent gives the Client the order to ship the used goods to the User, also furnishing identification data about the User, in accordance with the provisions of point 6 of Enclosure I

“Proposition of sale”: indicates the terms of sale proposed for available used goods.

“User”: indicates the subject that makes the Purchase.

“Site”: indicates the site [www.maremagnum.com](http://www.maremagnum.com), through which the Purchase can be made.

## ARTICLE 2

### **Object**

The Client grants the right to market his used goods on Internet to the Selling agent. The Client consents to the Selling agent using the Site for marketing the former's used goods according to the means indicated in the contract. The Client recognises the Selling Agent's right to commission referred to in Article 8 below.

It is understood that the titles will be inserted in the List according to the order and the graphics that the Selling Agent considers most opportune for maintaining the high quality, integrity and commercial image of the Site.

For the same reasons, it is understood that the Selling Agent has the option of not inserting in the List or cancelling from the List one or more items of used goods and possibly all used goods contained in the Catalogue.

The Client allows the Selling Agent to freely use the data from the List to put it online, on Maremagnum.com and any linked website.

## ARTICLE 3

### **Efficiency of the sales system**

The Selling Agent and the Client acknowledge that the sales system of used goods through the Site functions according to the means indicated *sub* Enclosure I and undertake to give performance to the Contract pursuant to these means and to act so that the system functions in the most efficient way possible.

For this purpose, the percentage of availability, compared to the total of orders received, cannot be less than 85%; if that threshold is not met for two consecutive months, the Selling Agent will be entitled to suspend the participation of the Client until the sending, by the latter, of a new fully updated list

## ARTICLE 4

### **Client's Obligations**

Under the Contract, the Client undertakes to:

(a) promptly send to the Selling Agent, in digital format, the Comprehensive Catalogue and the Availability of his used goods;

- (b) update and send at least annually, on a digital support, the Comprehensive Catalogue to be inserted in the List;
- (c) reply to the Reservations, confirming any availability and pointing out the shipment expenses;
- (d) ship the used goods to the User's address indicated on the Shipment Order that comes from the Selling Agent, no later than 48 hours (2 working days) following receipt of the Shipment Order (or in any case within the necessary preparation period that the Client mentioned in the proposition of sale) and notify the Selling Agent of Confirmation of Shipment, as provided for in point 6 of Enclosure I;
- (e) arrange, in the event the User exercises the right of withdrawal provided for by the regulations in force concerning distance contracts, for the refund of the price of the used goods to the User, as indicated in the Purchase Order, with the outlay costs of the sales operation deducted; it is understood that where said sum is yet to be paid to the Client by the Selling Agent in accordance with Article 7 of the Contract below, this obligation to refund will be materially fulfilled by the Selling Agent.
- (f) relieve the Selling Agent from any responsibility regarding the quality, value and condition of the goods and their bibliographic description, and against whatever else claimed by the User.
- (g) conclude the sales on the platform prepared by the Selling Agent of Orders and Questions born on that platform, without seeking direct contact with the User. The details of the Customer communicated by the Commissioner may be used by the Committee only to complete the transactions and fulfill the order.
- (h) grant a 10% discount off the price of the item to "Professional Booksellers".
- (i) make shipments to the User only with a traceable system, such as registered parcel post.
- (j) accept from the Commissioner a feedback of the performance of the Committee, which could be published online.
- (k) insert in the relevant section of the account all the necessary data about at least one valid credit card. These data will be automatically inserted in the safe bank server and will not be held by Maremagnum, except for the name of the accountholder, the last 4 numbers of the credit card and its expiry date.
- (l) periodically check terms and conditions of this contract online.

## ARTICLE 5

### Mandate for collection

The Client grants the Selling Agent an irrevocable mandate for collection of the sums relating to the pertinent Purchase operations, carried out on the Bank's safe site, as indicated in point 5 of the Enclosure I.

## ARTICLE 6

### Selling Agent's Obligations

Under the Contract, the Selling Agent undertakes to:

- a) supply the Client with the medial support necessary for the proper functioning of the sales system through the Site, taking responsibility for the maintenance and updating of the technologies and the hardware and software computer supports related to it, excluding any responsibility for the malfunctioning of these technologies and supports, except in the case of fraudulent intention or serious fault; it is understood that all the logistic, computer and technological means in general and of whatever other nature needed to allow the Client to

- connect to the Site and to be traced by means of an electronic mail address are at the latter's expense;
- b) promptly send, in any case within 24 hours (1 working day), the Purchase Orders that comes from the Users;
  - c) set up impartial criteria for the Site's search engine, for the presentation of the search results to the Users.

#### ARTICLE 7

#### **Settlement and payment of the sums due to the Client**

The Selling Agent takes care of the Client's Settlement regarding their sums:

-a) in case of sale to Private Users, before the end of the month following the Shipping Confirmation.

-b) in case of sale to Users who pay through the "Teacher's Bonus – 18app", Libraries and professional Bookstores before the end of the month following the payment.

In case of sale to Users who pay through the "Teacher's Bonus – 18app", Libraries and professional Bookstores, possible losses related to avoided partial or total collection will be Charged on the Client.

Credit for Users who pay through the "Teacher's Bonus – 18app", Libraries and professional Bookstores is considered effectively lost when 12 months have unsuccessfully passed since the shipping date of the used good.

#### ARTICLE 8

#### **Commission**

To the Selling Agent pertains:

- a) a commission rate on the used item plus shipping fees as:
  - 5% for bank transfer payment and/or use of Teacher's Bonus
  - 6.4% for credit card or credit card via fax payment
  - 5% plus VAT for cash on delivery payment
  - 7,9% for payments through PayPal and/or "Teacher's Bonus – 18app"
- b) A fixed rate for every used item as:
  - € 0.25 for every item priced € 5.00 or below
  - € 0.50 for every item priced above € 5.00 and € 10.00 or below
  - € 1.00 for every item priced above € 10.00 and € 20.00 or below
  - € 1.50 for every item priced above € 20.00 and € 30.00 or below
  - € 1.90 for every item priced above € 30.00 and € 40.00 or below
  - € 2.40 for every item priced above € 40.00 and € 50.00 or below
  - € 3.50 for every item priced above € 50.00 and € 100.00 or below
  - € 5.00 for every item priced above € 100.00 and € 500.00 or below
  - € 20.00 for every item priced above € 500.00

In the case in which the User exercises the right of withdrawal provided by the regulations in force concerning distance contracts, the Selling Agent renounces his commission, provided that such withdrawal is notified by e-mail by the Client within 30 days after order confirmation.

However, the commission is due to the Selling Agent when the withdrawal is caused by non-conformity, of the goods sold, to its bibliographic description, provided by the Client.

If the Client gives confirmation of the order and then cancel it, the commission of 5% + the fixed rate is due to the Selling Agent.

In the case of a sale to a User with Teacher's Bonus, Library or Professional Bookstore that has not paid, no commission shall be owed to the Selling Agent. If the order has already been paid with credit card and the Committee doesn't confirm the availability of at least one item, the Commission Agent will charge the Committee € 0.77 + VAT per order as reimbursement for bank charges.

If the bank varies this amount, the Commission Agent will have to change it accordingly.

To participate, a monthly fee of € 14.00 + VAT is expected, only for more than 100.000 titles on line, identified by title number on line at the end of the month.

If the result from the monthly liquidation presents an amount for the Committee to pay, the Commission Agent will charge the said amount on the Committee's credit card linked to their account.

The Committee can also use bank transfer as paying method.

In case of nonpayment, the Commission Agent will hold the payment of the Committee's due amount.

#### ARTICLE 9

##### **Term of Validity**

The contract has a term of validity of one year and will be renewed tacitly from year to year, barring cancellation notified by means of a registered letter with return receipt from one party to the domicile of the other at least 90 days before its expiration.

#### ARTICLE 10

##### **Modifications to the functioning of the system**

The Selling agent may make the modifications that he considers opportune to the sales system through the Site as described in the Contract and its Enclosures, also for the purposes of adapting the system to the evolution of computer technologies, to the development of the used goods market and to his own company strategies.

The Client may suggest these modifications, which in any case shall be the object of independent evaluation by the Selling agent.

In the case in which the modifications made entail direct or indirect alterations in the economic conditions of the Contract, the Client may withdraw without penalty within 30 days.

#### ARTICLE 11

##### **Current contract**

The contract in force is the one online available on the Website in Italian, which can be downloaded. Translations in other languages are provided just to ease any consultation.

By signing in and using the Website, the Client implies to have accepted every term, condition and clause of the online contract (included every policy) and to any modification made during time.

If these terms and conditions are not accepted, any use of the service or download of any material is forbidden.

The Commission Agent has the right to make changes to the contract on-line, by giving notice to the Customer by e-mail, subject to the terms of withdrawal of the article above.

If any of the parts of this contract is considered invalid, null or inapplicable for legal reasons, only that specific part in that specific context will be considered inapplicable and will not affect the validity of the rest of terms and conditions.

## ARTICLE 12

In case of failure of any contractual clause by the Committee, the Commissioner reserves the right to suspend the payments (see point 7) up to 365 days.

## ARTICLE 13

### Disputes

For any dispute concerning the interpretation and/or the performance of the Contract, Italian law shall be applicable and the Court of Milan shall be exclusively competent.

## ARTICLE 14

### Handling of personal data

Under Law No. 675/96, the Client, by signing the Contract, expresses his consent to the handling of his personal data under the following terms.

The Client declares his knowledge of the fact that the handling of personal data, gathered directly from him:

- is exclusively aimed at the execution of the services of managing the Purchase system and at services connected with this;
- is effected for aims strictly connected and instrumental to managing the relationship with the Client himself, as well as for aims connected with legal obligations;
- will be carried out with the use of manual, computer and data processing instruments, using ways and means connected to the aforesaid purposes of handling, and in any case in such a way as to guarantee the security and confidentiality of the data itself in accordance with the law.

The Client also expressly consents to the data being successively communicated to the Bank for the management the system of Purchases and services connected to this, as well as - for the development of the system - to consumer organisations in compliance with legal provisions.

The Client also expressly consents to the data being successively communicated to third parties that provide computer or file storage services, also including transfer to databases within the member states of the European Union, still for purposes connected to the management of the system of Purchases.

The parties acknowledge that giving the data is indispensable for the purposes of managing the system of Purchases and the services connected to this. For all legal purposes the holder of the data handling must be understood to be the Selling Agent.

The Client declares his knowledge of the fact that article 13 of Law No. 675/96 gives him the right to:

- know about the data that concerns him and have free access to it;
- be informed about the holder and person responsible for the data, as well as about the aims and procedures of the handling;
- obtain, through the holder or person responsible, confirmation of the existence or not of the data that concerns him and its communication and origin, as well as the logic and aims on which the handling is based; the cancellation or transformation of the data handled into an anonymous form in violation of the law; the updating, correction, integration of the data; a statement that such requests have been carried out;
- to object for legitimate reasons to the handling of the personal data that concerns him, in particular to handling for purposes of commercial information or market research.

Milan, 1<sup>st</sup> of November 2018

\* \* \*

### **The Client specifically approves, under art. 1341, paragraph 2 of the Italian Civil Code:**

- the clauses contained in article 4, (b): Client's obligation to update the Availability regularly on a digital support, indicating the used goods that are no longer available and the new titles that he proposes to include in the List - (d): Client's obligation to ship the used goods to the User's address promptly and in any case no later than 48 hours (2 working days) following receipt of the Shipment Order – (i) acceptance of the feedback.
- the clause contained in article 9: tacit renewal of the Contract.
- the clause contained in article 11: election of the exclusive court

*(Enclosure I)*

This Enclosure describes the operating procedures of the purchase system of used

**DESCRIPTION OF THE SERVICE**

goods, coming from the Availability, through the Site [www.maremagnum.com](http://www.maremagnum.com).

It is understood that the definitions contained in article 1 of the Contract are understood to be referred to in the explanation that follows.

1) Each Client furnishes his own Comprehensive Catalogue and Availability to the Selling Agent. Upon signing the contract, each Client receives from the Site:

- the "Client Code" and the "password" in order to access the protected area of the Site

2) The Selling Agent draws up the List, choosing from among the used goods contained in the Comprehensive Catalogues and in the Availability, and he publishes it on the Site; the Site, through its own "search engine" allows Users to search for used goods of interest. The result of the search is a list of titles that match the "search keys".

- by clicking on the button "Detailed Report" of the used goods chosen, the user accesses the entire contents of the data report of the used goods.

3) To purchase the used goods the User clicks on the button "Add to Cart"

- the User can repeat the operation for all the used goods of interest to him;
- once he has collected the volumes to purchase, the User clicks on the button "Complete your Order".

4) To formalise his display of interest in purchasing and to know the final terms of sale and any other information:

- the User provides the Selling Agent with his personal details and formalises the order
- the User views all the costs of the items in the Order in detail

Having acquired the details of the items in the Order, the User can, at his discretion:

- not proceed with the Purchase, without any penalty
- click on the button "Proceed with the Order", to enter the "Bank's safe site", complete the Purchase and give details of his Credit Card for the credit operation in into a current account of the Selling Agent; alternatively proceed to the advanced payment via Bank Transfer (data precompiled by the Site) to be made at his own bank as soon as possible or send details of his credit card via fax; in the case of a

Library furnishing an Order Form is sufficient.

5) The Purchase operation entails the following automatic actions:

- e-mail from the Bank to the User for the final approval of the debit on the credit card;
- an e-mail from the Site to the User, with details of the corresponding order;

and, in the case of Bank Transfer:

- an e-mail from the Site to the User, with details of the corresponding order, when the transfer is collected;

and in both cases, when the Order is confirmed with credit:

- the Site sends the Resellers involved in the transaction an e-mail with the Shipment Order, and the User's data to allow the order to be implemented.

In the case the User is a Library:

- the Site sends the Resellers involved in the transaction an e-mail with the Shipment Order, and the details of the corresponding Order Form, to be inserted in the package to be shipped to the Library.

6) The Client makes the shipment within 48 hours (2 working days) of receipt of the Shipment Order or in any case within the necessary preparation period that the Client mentioned in the proposition of sale.

7) The Client receives a pro-forma sales invoice, in his own name and addressed to the Selling agent, which can also be used to verify sales effected.

8) Once shipment has been made, the Client sends the Confirmation of Shipment, directly in the e-mail of the Shipment Order.