

# LEGAL NOTICES AND GENERAL CONTRACT CONDITIONS

## INDEX

- 1. Legal Notice;**
- 2. Definitions and Generalities;**
- 3. Mode of conclusion of the contract;**
- 4. Prices - payment and terms;**
- 5. Withdrawal - Cancellation and penalties;**
- 6. Method of providing the service;**
- 7. Service dispute;**
- 8. Termination of the contract;**
- 9. Prohibition of direct contact - non-competition and disclosure agreement;**
- 10. Data protection - Privacy;**
- 11. Italian law;**
- 12. Jurisdiction and Settlement of Disputes;**
- 13. Powers of signature and communication between the parties;**
- 14. Final provisions.**

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### **1. Legal notice**

Please read the following terms and conditions carefully before signing the contract and the order confirmation.

It is important for us that the customer has all the necessary information. Therefore, though, it will take some time to read this document.

### **2. Definitions and Generalities**

#### **2.1** In the present general conditions of the service:

With the word "General Conditions", we mean the provisions of this document.

With the word "Customer", we mean any natural or legal person, please request / use the services offered by Jolie Models & Events, or wish to request information about it.

With the word "Jolie Models & Events" we mean the company Jolie Models & Events of Alessandra Castronovo, with registered office in Via Giulio e Corrado Venini 55, Milan, VAT 05853830965, email pec: joliemodels@pec.it.

The word "Collaborator" indicates the person assigned by Jolie Models & Events to the customer for the requested service, including any external, internal or member contributor of Jolie Models & Events staff.

With the word "Personal data", reference is made to all personal information collected for the conclusion of the contract and for the appropriate communications, including the data customer identifiers, email address, billing tax information, contacts and names of the contact person, the legal representative and the reference offices.

The word "Order Form" refers to the model in Annex A.

With the word "Order confirmation" the service means confirmation and conclusion of the contract for the services requested, proposed by Jolie Models & Events and accepted by the customer.

The word "Commissions" means the agreed daily rates, hourly rates, rates for overtime, allowances or other payments established in the contract of Order confirmation of the service.

With the word "Service", reference is made to the services offered by Jolie Models & Events and also advertised on its website <http://www.jolieltd.com>, including the service of Agency specialized in the organization of casting for exhibitions, congresses, promotions and Hostess, Model, Interpreter, Promoter and Steward Events.

- 2.2 The general conditions regulate all the procedures between the Jolie Models & Events and the customer and will remain valid for the entire duration of the relationship established.
- 2.3 These general conditions apply to all transactions and / or legal relationship possibly concluded between Jolie Models & Events and the client without the need for an express reference to them or a specific agreement to that effect upon the conclusion of every single transaction.
- 2.4 Any condition or different term is applied only if confirmed and registered by Jolie Models & Events.
- 2.5 Jolie Models & Events reserves the right to modify, supplement or change the general conditions; inserting them on the "Site" will therefore be the client's responsibility to take vision and knowledge.

### **3. Mode of conclusion of the contract**

- 3.1 Subsequently to the communications between Jolie Models & Events and the Customer, with the successful exchange of the requested information, Jolie Models & Events will send to the customer at the email address indicated by him or fax the order form related to the service required as per the attached template (Attachement A).
- 3.2 The contract is to be considered concluded after the signing by the customer of the aforementioned form and the acquisition of knowledge by Jolie Models & Events of the acceptance of the customer and the payment of the deposit if requested.

### **4. Payment - price and conditions**

- 4.1 The Customer with the acceptance of the order form is obliged to pay what stated by Jolie Models & Events in the order form. The price of the service may include travel expenses, hotel, meals, or other disbursements if agreed.
- 4.2 The customer for the conclusion of the contract and therefore for the effectiveness of the same is held to the payment of the sum equal to 30% of the price agreed upon acceptance of the same and 70% of the price of balance within two (2) days from the conclusion of the provision of the requested service, according to the methods indicated in the order form.
- 4.3 In case of non-payment of the amount equal to 30% of the price as requested, the Jolie Models & Events will be free not to provide the requested service without anything be disputed or charged.
- 4.4 In case of non-payment of the balance the interests to the moratorium essay will be applied by the expiry of the term

## **5. Withdrawal - cancellation and penalties**

**5.1** The Customer may withdraw from the contract requesting the cancellation of the requested service by written communication via r.ar. or via email pec to: joliemodels@pec.it or via email to: admin@jolieltd.com with the following deadlines and cancellation penalties applicable even if the withdrawal and / or termination of the service are attributable to causes not directly attributable to the customer (such as, for example, referral to other causes of the event, or non-authorization to attend the event to the customer): \_ up to 10 days before the event and provision of the service the customer will be required to pay to the Jolie Models & Events the sum equal to thirty (30)% of the agreed price;

\_ from 09 days before and up to the 05th day from the event and service delivery the Customer will be required to pay Jolie Models & Events the sum of fifty (50)% of the price agreed;

\_ from 04 days and up to two days before the event and service delivery the customer will be required to pay Jolie Models & Events the sum of seventy (70)% of the price agreed;

\_ after this deadline, in case of withdrawal from the contract and / or termination of the service requested, the Customer will be required to pay Jolie Models & Events the sum equal to one hundred (100)% of the agreed price;

All the above sums will be due according to the payment methods indicated in the order form within two days from the end of when the indicated event would end.

## **6. Method of providing the service**

**6.1** The Customer accepts and declares to have been informed by Jolie Models & Events that the collaborators appointed by Jolie Models & Events for the provision of the service will put their knowledge available to provide the best service required and the customer will take care in order to provide appropriate instructions on how the service required should be performed.

**6.2** It will be the client's responsibility to provide the employee with the training necessary for the evasion of the assignment, as well as any information concerning safety requirements, so that the Collaborator can carry out his tasks efficiently and safely.

**6.3** Jolie Models & Events declares that the company and its collaborators / contractors even occasional ones are covered for damages caused to third parties during the working activity with Allianz insurance policy No. 78855750.

**6.4** The customer undertakes to ensure and fulfill all insurance obligations to preserve the Jolie Models & Events against all risks to third parties arising from acts or defaults or negligence of the Collaborator, not covered by the policy of Jolie & Models and in any case to cover the collaborator for injuries or illnesses arising from the provision of the service in the event requested by the customer.

**6.5** The Customer undertakes to send absolved of any expenses, direct or indirect consequence, claim for damages, penalties or other costs including legal fees, as well as expenses incurred by Jolie Models & Events in case of violation of health and safety obligations at work, personal injuries suffered by the Collaborator during the delivery of the service requested. Therefore during the provision of the service in favor of the customer, the same will therefore be responsible for the work of the collaborator and will be obliged to compensate the employee or his dependents of all damages suffered during the performance of his assignment.

**6.6** The Customer undertakes to behave correctly towards the collaborator, according to current legislation.

**6.7** The Customer must agree directly and exclusively with the Jolie Models & Events any changes to the provision of the booked service; will be null and void any agreements made directly with the collaborator.

**6.8** Jolie Models & Events undertakes to entrust the service requested by the customer to a suitable collaborator who must be prepared for what is required, committing to provide the customer if the data sheet of the collaborator is required. The customer according to what agreed can choose the collaborator among those proposed by Jolie Models & Events.

## **7. Service claim**

**7.1** Should the Customer recognize that the service provided by the Collaborator doesn't meet the required requirements, or if the Collaborator does not comply with the provisions and to the instructions provided by the Customer for the provision of the service purchased, the Customer is required to document as much as possible without violating their rights and privacy of the Collaborator, the behavior of the Collaborator, providing timely to the protest against Jolie Models & Events, during the service delivery requested, by written communication r.ar. or via email pec to joliemodels@pec.it or by email to admin@jolieltd.com.

**7.2** Jolie Models & Events undertakes to promptly evaluate the dispute, to request information and justifications from your Collaborator.

**7.3** If from the motivations and the tests provided by the Collaborator the Jolie Models & Events should consider the complaint of the Client as unjustified, the Jolie Models & Events will offer at its discretion to the Customer to continue the service with the same collaborator or with his substitute if found. If in this case the customer intended however, not to use the Jolie Models & Events service, he will still be held to pay the full agreed price.

**7.4** On the other hand, if Jolie Models & Events evaluates the objection as founded, or however it was ascertained the impossibility to provide the service purchased with the same Collaborator, the same undertakes to guarantee the Customer the replacement of the Collaborator with another for the provision of the same service purchased. Then the contract will be considered fulfilled and the customer will still be held to pay the entire agreed price.

**7.5** If the Jolie Models & Events cannot guarantee the provision of the service for the impossibility of finding a suitable Collaborator who can replace the Collaborator contested, Jolie Models & Events undertakes to guarantee a discount on the price agreed equal to the cost of the service from the day of receipt of the dispute up to the end of the service. In this case the Customer cannot ask or expect from Jolie Models & Events additional expenses, costs, lost earnings or reimbursements in addition to the discount from the price indicated above.

**7.6** The objections presented after the delivery and the end of the service will be considered late.

## **8. Termination of the contract**

**8.1** The Jolie Models & Events has the right to terminate the contract with the Customer through written communication via r.ar., or via email pec or via ordinary email to the addresses provided by customer if the intentional or continuous violation of his own is ascertained towards obligations under these General Terms or if you become aware that the Client was put into liquidation, or was opened against the Client procedure of insolvency pre bankruptcy or bankruptcy, or liquidation, or the serious violation of workers' rights was ascertained, or with regard to safety and hygiene.

## **9. Prohibition of direct contact - non-competition and disclosure agreement**

- 9.1** The Customer undertakes not to directly contact the Collaborator (s) provided for his events from Jolie Models & Events, to hire them for other services, thus forcing themselves to directly contact Jolie Models & Events to purchase additional services analogous, reserving as much as possible the possibility to request as a preference if possible to have the Collaborator already available for other services from Jolie Models & Events.
- 9.2** In case of violation of this point the customer will be required to pay in favor of Jolie Models & Events the price equal to the current rate of Jolie Models & Events for the service obtained from the Collaborator the services of who the Customer had used due to the services previously provided by Jolie Models & Events.
- 9.3** This prohibition has a duration of five (5) years from the end of the service on the part of the Collaborator in question, as to say, the one who had already provided his own tasks in favor of the Client or of companies controlled or controlling or of the same group because of the service purchased by Jolie Models & Events.
- 9.4** The customer undertakes to keep, to destroy and not to communicate or disclose to third parties the data and data sheets of the aforementioned collaborators in compliance with the provisions of the Reg. U.E 679/2016 and s.m.i., except for the requirements necessary for the performance of the assignment entrusted to the collaborators of Jolie Models & Events. Possible violations of the aforementioned point and any legal and compensatory consequences will be fully charged to the customer who undertakes to send absolved from any consequences the Jolie Models & Events.

## **10. Data Protection and Privacy**

- 10.1** Customer data will be processed by Jolie Models & Event as required by Italian law, as well as by the Reg. U.E. n. 679/2016 and s.m.i. as specified from the information that will be sent to the customer together with the order form (Attachement B) at the time of first registration in the registry of Jolie Models & Events.
- 10.2** Jolie Models & Events processes the personal data of the Customers in a way aimed at the stipulation and execution of the contract and in compliance with the regulations in force in Italy.
- 10.3** Personal data will be processed by Jolie Models & Events with confidentiality and will not be transferred to third parties who are not directly involved in the eventual procedure of execution of the contract and for the appropriate keeping of the accounting records.

## **11. Italian law**

This present agreement and all contractual and non-contractual obligations from the same arising, are governed by Italian law and must be interpreted exclusively basing on it.

## **12. Jurisdiction and Settlement of Disputes**

Please note that in the event of a dispute concerning the payment of an amount less than 50,000 euros, before starting the dispute before the competent Judicial Offices, it's necessary to start a procedure c.d. "Assisted negotiation": this is a procedure that

takes place with the assistance of lawyers and aims to reach an agreement to resolve in an amicable way the controversy (article 2 DL 132/2014).

Any dispute arising between the parties as a result of interpretation, validity or execution of the present general conditions of the service and of the relative contracts stipulated will be devolved to the exclusive jurisdiction of the Court of Milan.

## **13. Powers of signature and communication between the parties.**

**13.1** The subjects who sign the present contract declare at every legal effect to have the necessary powers and can therefore assume obligations in the name and on behalf of the companies represented by them.

**13.2** All communications between the parties will be considered validly carried out if made in writing to the addresses and delivery addresses indicated in the order form and will be charged exclusive of the parties promptly communicating changes in their personal registry and of their own addresses. Failing this will be considered valid for all legal effects communications made to the addresses and / or contact details of part I particular information..

#### **14. Final provisions**

The invalidity in whole or in part of individual provisions of these General Conditions of sale does not affect the validity of the remaining provisions.

Attachments:

A) Order form;

B) Privacy information.