

GENERAL TERMS & CONDITIONS

1. Subject matter and scope of application of the general terms & conditions:

These general terms and conditions (hereinafter the "General Terms") apply to all sale and purchase agreements (hereinafter the "Agreement") having as object the Artist's works of art (hereinafter the "Artwork") entered by and between Gianluca Belloni (hereinafter the "Artist") and natural and/or legal persons (hereinafter the "Buyer" or the "Buyers").

2. Agreement conclusion: The Agreement is deemed to be concluded by the signature or, if concluded remotely, when the Artist receives the Agreement signed by the Buyer. The Agreement shall be perfectly fulfilled by the payment of the price ("Consideration") to the Artist or art gallery or to third parties that he himself recognizes as his collaborators and by the delivery of the Artwork to the Buyer.

3. Moral right and paternity of the Artwork: Notwithstanding the provisions of Law no. 633 of 22 April 1941 ("LdA") and of Italian Civil Code and any other laws and regulations applicable to the subject, by entering in the Agreement, the Artist expressly assign the following rights and faculties to the Buyer:

- (i) **the Buyer - where is a natural person - shall become the author of the Artwork and consequently shall be attributed the paternity of the Artwork in accordance with and for the purposes of Articles 6 et seq. LdA;**
- (ii) **the Buyer shall have the exclusive right to publish and use the Artwork in any form, original or derived, according to the provisions of Articles. 12 et seq. LdA;**
- (iii) **the Buyer - where is a natural person - shall also have the right to claim the paternity of the Artwork and to oppose any deformation, mutilation or other modification and any act to the damage of the Artwork that may prejudice its honor or reputation in accordance with and for the purposes of**

Articles 20 et seq. LdA, including the rights under Art. 24 LdA of its heirs or assignees;

(iv) the Buyer shall have the right to remove the Artwork from the market in accordance with art. 142 of the LdA;

(v) the Buyer - where is a natural person - shall have the right to notarize/ authenticate the Artwork;

(vi) the Buyer shall have all the economic rights to use and exploit the Artwork and all the related rights in accordance with articles 107 et seq. LdA.

4. Limitation of Liability The Artist does not assume any obligation and does not give any guarantee in addition to those expressly provided for in the Agreement. The Artist is not responsible for any impossibility of performance due to force majeure and other causes beyond his control. Moreover, the Artist is not liable for direct or indirect damages of any kind or nature, both for emerging damages and for loss of profit, for any reason generated and caused to the Buyer or to third parties as a result of his failure to fulfill his obligations under the Agreement. In any case, the total compensation due to the Buyer may not exceed the Consideration paid by the Buyer.

5. Data Protection and Disclosure/Information: The Buyer's data (hereinafter "Data"), provided or subsequently acquired by the Artist, will be processed in compliance with the provisions of EU Regulation no. 679/2016 ("GDPR"), the Privacy Code and current legislation on the protection of confidentiality as applicable solely for purposes related to the execution of the Agreement.

The information received under the Agreement may not be disclosed or otherwise communicated to third parties without the prior written consent of the Buyer, unless the Artist must comply with legal obligations or public authorities requests. Information expressly disclosed by the Buyer or resulting from official documents is excluded from the obligations of confidentiality. It is agreed that the Buyer authorizes the Artist to mention the Artwork in promotional brochures.

6. General provisions: The Agreement and the General Terms contain the entire agreement between the Parties on the sale and purchase of the Artwork - even if signed

by persons with powers of representation conferred by the Artist and the Buyer. The Artist does not undertake any other obligation and does not provide any other warranty than those expressly provided for in the Agreement. All further prior agreements, understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect. For anything not expressly governed by the Agreement, please refer to the applicable legal provisions. If, for any reason, one or more of the Agreement and/or the General Terms clauses should be considered null and void, invalid or ineffective, the Agreement will remain valid and effective and the General Terms will be replaced by valid and effective clauses.

7. Applicable Law and competing Court: This Agreement shall be governed by, and construed in accordance with, the laws of Italy. Any disputes or claims arising from or in connection with the Agreement and or the General Terms shall be submitted to the exclusive jurisdiction of the Court of Milan.