

Annex A

TYPES OF PACKAGES

1) DAILY SMASH package (minimum purchase: 4 packages).

The DAILY SMASH package includes:

- (a)** a booklet of 2 (two) tickets valid to attend the matches scheduled for one of the days, chosen by the Customer, between 12 and 18 November 2023 (of which n. 1 (one) for the afternoon session and n. 1 (one) for the evening session) or n. 1 (one) ticket valid to attend the finals scheduled for 19 November 2023 (where only an afternoon session will take place), with seats located in the 'platea' sector.
- (b)** access to a reserved reception area, in the '*Welcome Area*', for the collection of tickets for access to the areas reserved for holders of 'Corporate Hospitality' packages, with an escort service to the seats provided by hostesses.
- (c)** access to an area reserved for the holders of 'Corporate Hospitality' packages, where the service of serving drinks (soft drinks and alcoholic beverages) in open bar will be made available.
- (d)** reserved access to the restaurant dedicated to the holders of 'Corporate Hospitality' packages located within the 'Hospitality Area'.
- (e)** n. 1 parking pass for every 4 (four) DAILY SMASH packages purchased, which allows cars to be parked in the specially designated area, in restricted zones near the Venue (unless otherwise stipulated by the public order and security authorities).

Annex B

GENERAL CONDITIONS FOR THE PURCHASE OF CORPORATE HOSPITALITY PACKAGES

1. These General Conditions, the Form and Annex A containing the description of the 'Corporate Hospitality' packages of the 'DAILY SMASH' type form a single body of provisions (collectively, the "**Contract**") governing the sale of the 'Corporate Hospitality' Season Ticket packages of the 'DAILY SMASH' type for the 2023 edition of the Event, currently scheduled to take place from 12 to 19 November 2023 at the Venue.

Terms with a capital letter, unless otherwise defined, shall have the meaning given to them in Article 3.

2. The Contract shall also include: (i) the '*General Conditions for the sale and use of tickets and passes as well as for the access and stay inside the Venue*', adopted by the Italian Tennis and Padel Federation in its capacity as organiser of the Event, posted at the entrances of the Venue and published on the website <https://tickets.nittoatpfinals.com>. These General Conditions regulate the sale and use of Tickets as well as the access to the Venue and the stay of the Users inside the Venue, during the Event; (ii) the '*Privacy Policy*' in Annex C. In the event of any conflict between the Contract and the '*General Conditions for the sale and the use of tickets and passes as well as for the access and stay inside the Venue*' the provisions of the Contract shall prevail.

3. In the interpretation and application of these General Terms and Conditions, the following expressions shall have the meaning given to each of them:

Season Ticket: one of the 'Corporate Hospitality' packages of the 'DAILY SMASH' type described in Annex A.

ATP: ATP Tour, Inc., the private entity under English law that operates the professional men's tennis circuit known as the '*ATP Tour*'.

Ticket: the admission ticket, also in digital format, included in the Season Ticket, which allows the holder access to the Venue and the Tennis Court, as well as to attend the Matches, on the date and in the Session indicated on the ticket itself.

Wristband: the identification bracelet which, when issued together with the Ticket, allows the legitimate holder to access the reserved areas of the Venue and use the services provided in the Season Ticket.

Customer: the person who signed the Form.

Court: the tennis court located inside the Venue, where the Matches take place.

General terms and conditions: these general terms and conditions that are attached to the proposal for the purchase of 'Corporate Hospitality' packages.

Event: overall, the sporting event, established by the ATP and reserved for the best tennis players on the ATP Tour, currently known as the '*Nitto ATP Finals*'.

Venue: the areas of the sports facility where the Event takes place and the areas adjacent or adjoining to it, to which the Customer may only have access if holding a Season Ticket or a Ticket.

Match: the single tennis match played as part of the Event.

Privacy Policy: the *privacy policy* provided pursuant to Article 13 of EU Regulation no. 679/2016 in Annex C.

Form: the form for purchasing a 'Corporate Hospitality' Package.

Organiser: The Italian Tennis and Padel Federation (also the "**ITP**"), to which the ATP has entrusted the organisation of the Event.

Session: the daytime or evening session of play within which, on each day of the Event, the Matches are respectively scheduled.

User: the natural person, even if not a Customer, who accesses the Venue legitimately holding a Ticket.

4. The signing of the Contract by the Customer shall be considered as an irrevocable proposal pursuant to and for the purposes of Article 1329 of the Civil Code, for a period of 7 (seven) working days from the receipt of the same by DAO S.p.A.. After this period, in the absence of an express rejection of the proposal by DAO S.p.A., the Contract shall be deemed concluded. The payment of advances by the Customer does not prevent DAO S.p.A. from rejecting the proposal, with the consequent obligation of DAO S.p.A. to refund. The proposal is made by the Customer for purposes related to his business, commercial, craft or professional activity, with the consequent inapplicability of the Legislative Decree no. 206/2005.

5. The Customer shall provide, upon signing the Contract and receiving the invoice, the full payment of the price indicated in the Form, by bank transfer to the bank account in the name of DAO S.p.A., opened at the Banca Intesa San Paolo (IBAN: **IT83T030690502010066167**). DAO S.p.A. and the Customer agree as of now that the breach by the Customer of the obligation to provide for the full payment of the price at the time of signing the Contract is to be considered serious breach under Article 1455 of the Civil Code and allows DAO S.p.A. to terminate the Contract under Article 1456 of the Civil Code.

If the purchase price is higher than € 50,000.00, without prejudice to the procedures indicated in the preceding paragraph, the Customer may pay in two instalments: the first instalment for 80% of the price, at the time of the signing of the Contract by the Customer; the second instalment for the remaining 20% of the price, within the 60th day prior to the commencement date of the Event. DAO S.p.A. and the Customer agree that the Customer's breach of its obligation to pay even one of the two instalments within the fixed term is to be considered serious breach within the meaning of Article 1455 of the Civil Code and allows DAO S.p.A. to terminate the Contract pursuant to Article 1456 of the Civil Code. The provisions contained in this paragraph shall not apply if the Contract is signed by the Customer after the 60th day prior to the start of the Event.

6. In order to be admitted to and remain within the premises of the Venue, the Customer and/or User shall carry the Ticket or, where applicable, the Wristband with him. Subject to Articles 7, 8 and 9, each Ticket is valid only for the date, session and seat specified therein. If a Ticket is not used, it may not be replaced with another Ticket valid for a later date or session.

7. The Customer acknowledges and recognises that the Promoter reserves the right to cancel Tickets in cases where, for reasons not attributable to the Promoter (including, without limitation, compliance with provisions of public authorities, international sporting authorities or sporting authorities above the Organiser itself): *i/* none of the Matches will take place; *ii/* one or more Matches will take place without a public presence in the Venue; *iii/* the maximum capacity of the Venue is reduced, it being understood that, in such cases, the cancellation of Tickets exceeding the permitted capacity will take place, for each sector into which the Venue is divided, in the order in which they were purchased (starting from the last).

As a result of the cancellation, in the cases described in points *i/*, *ii/* and *iii/*, Customers holding Tickets cancelled by the Organiser will have the right to obtain from DAO S.p.A. exclusively the repayment of the amount paid in relation to the services not enjoyed; they will not, however, have the right to act against DAO S.p.A. for compensation for any damages suffered.

8. Where it is necessary for technical or organisational reasons or for reasons not attributable to the Promoter (including, without limitation, compliance with the provisions of public authorities, international sporting authorities or sporting authorities above the Organiser itself), DAO S.p.A. - on the instructions of the Promoter - reserves the right to assign seats or rows of seats other than those indicated in the Ticket booklet issued with the Season Ticket. In the event that it is not possible to assign a seat of an equivalent or higher category than that of the seat indicated in the Ticket issued with the Season Ticket, DAO S.p.A. will reimburse the Customer only the difference between the price of the Ticket purchased and the price of the replacement Ticket assigned, net of any pre-sales costs (set at 10% of the cost of the Season Ticket), without prejudice to the Customer's right to waive the use of the replacement Ticket assigned and to request DAO S.p.A. for full reimbursement of the price of the Ticket issued with the Season Ticket, net of any pre-sales costs (set at 10% of the cost of the Season Ticket).

9. Without prejudice to the provisions of Articles 7 and 8, the Customer is not entitled to a refund or replacement of the Season Ticket or individual tickets in the event that all or some of the Matches for which the Season Ticket was purchased are held, for technical and organisational reasons, at times or on days other than those initially scheduled. ATP has the right to designate athletes participating in the Event other than those initially entitled to do so, should they be unable to participate in the Matches due to injury or other impediments. In this case, the Customer shall not be entitled to a refund or replacement of the Season Ticket or individual Tickets.

10. Without prejudice to the provisions of Articles 7, 8, and 9 concerning the refund of the Season Ticket and/or the Ticket, and except in the case of fraud or gross negligence on the part of DAO S.p.A., DAO S.p.A. assumes no liability, for any reason whatsoever, for expenses and damages, direct or indirect, of any nature whatsoever, suffered by the Customer or the User in relation to the sale of Season Tickets, any changes to the time or days

of matches, any failure to hold matches or the allocation of seats or rows of seats other than those indicated on the Ticket issued with the Season Ticket.

11. A Customer or User whose Ticket or Season Ticket has been stolen, lost, destroyed, deteriorated, or damaged in such a way as to be even partially illegible is not entitled to any refund or replacement, not even after filing a report of loss or theft. There is no refund of the price of Season Tickets purchased and not collected by Customers who, at the time of purchase, opted to collect them at the Venue.

12. The Ticket, the Season Ticket or, where applicable, the Wristband, must be shown at the request of the control personnel. Users without a Ticket or a Season Ticket, or with a Season Ticket or a Ticket that is damaged or deteriorated in such a way as to be even partially illegible, will be removed from the Venue. Users without a Wristband will not be allowed to access the reserved areas of the Venue and to use the services included in the Season Ticket.

13. Each Ticket is valid for access to the premises of the Venue only once; consequently, without the prior written consent of the Organiser, a User who has left the Venue will not be able to re-enter the Venue by presenting the same Ticket. Where necessary for technical-organizational or safety reasons, the Organiser reserves the right to establish separate access and exit routes for Users to/from the Venue.

14. For security reasons, closed circuit television ('CCTV') cameras may be installed inside the Venue. The Organiser and its agents may also take video and photographic recordings of the Event. The Customer gives its consent, for itself and for the User, to be photographed, recorded, and filmed during the Event, by the Organiser or its agents, and to have its image and voice included in audio-visual footage (collectively, the 'Footage') intended for transmission, including television, or broadcast on the Organiser's *social* channels. The Customer expressly authorises the Organiser, on its own behalf and on behalf of the User, to publish, disseminate and commercially exploit, by any means and for an unlimited period of time, his/her image and voice that may be included in the Footage, stating as of now, on its own behalf and on behalf of the User, that it has no claims in respect of the above-mentioned authorisation and to irrevocably waive any economic claim deriving from the dissemination and publication of his/her image and voice.

15. In addition to complying with these General Terms and Conditions, the Customer undertakes for himself and for the User to comply strictly with the instructions of the police, control personnel and technical staff of the Venue. The Customer undertakes to inform the User that he/she may be subjected to checks (on his/her person and/or on bags and wrappings or other objects carried with him/her) aimed at preventing the introduction of illegal, prohibited and/or dangerous materials inside the Venue.

In addition, the Customer undertakes, on his/her own behalf and on behalf of the User, to comply with the express provisions of the '*General Conditions for the sale and use of tickets and passes and for access to and stay inside the Venue*', adopted by the Organiser, posted at the entrances to the Venue and published on the <https://tickets.nittoatpfinals.com> website. Failure to comply with the obligations contained in this provision may result in the withdrawal of the Season Ticket or Ticket and, where applicable, the Wristband and the removal of the Customer (and/or User) from the Venue; in this case, the Customer (and/or User) will not be entitled to any refund or compensation. The Customer, in any case, assumes sole responsibility for the consequences of events attributable to him and/or the User occurring inside the Venue, damaging to DAO S.p.A., the Organiser or third parties, expressly exonerating and releasing DAO S.p.A. and FITP from any liability and any claims from third parties. By way of example only, the Customer undertakes to indemnify DAO S.p.A. and FITP from any and all prejudicial consequences arising from (i) breach by the Customer (and/or the User) of its obligations under these General Conditions; (ii) infringement of the rights and interests of third parties, for which the Customer (and/or the User) is responsible when accessing and remaining at the Venue; (iii) violation by the Customer (and/or the User) of laws, regulations, or measures of public authority when accessing and remaining at the Venue.

16. Personal data (such as name, surname, date of birth, e-mail address, tax code, country of residence) provided by the Customer when completing the Form and purchasing the Season Ticket must be true, accurate, current, and complete.

DAO S.p.A. shall process the Customer's personal data in accordance with the provisions of Legislative Decree no. 196/2003, as well as EU Regulation 2016/679, exclusively for purposes related to the establishment and management of this Contract. Without prejudice to the preceding provisions of this section, the Customer

acknowledges and accepts that DAO S.p.A. has the right to provide Customer's personal data to the Organiser so that, after the conclusion of the Event, it may invite the Customer by email to complete a questionnaire aimed at collecting and analysing all the data necessary to detect the overall satisfaction index related to the Event. The processing of the Customer's personal data may also be conducted by means of automated tools designed to store, manage, and transmit the data.

17. The Customer (and the User) is expressly forbidden to resell to third parties the Season Tickets and Tickets purchased, unless such resale has been authorised in advance, in writing, by DAO S.p.A. with prior written agreement with the Organiser.

The Customer undertakes, for himself and for the User, not to use the Season Tickets and Tickets as prizes in lotteries, contests, or other competitions, nor to include them in commercial or promotional initiatives (such as, for example, tourist packages), unless such use has been authorised in advance, in writing, by DAO S.p.A. in agreement with the Organiser.

DAO S.p.A. and the Customer agree that the breach of the obligations described in this Article 17 shall be considered serious breach within the meaning of Article 1455 of the Civil Code and will allow DAO S.p.A. to terminate the Contract pursuant to Article 1456 of the Civil Code.

18. For safety reasons and in application of Law Decree no. 28/2003 (containing "*Urgent provisions to counteract the phenomena of violence during sports competitions*"), converted into law with amendments by Law no. 88/2003, and subsequent amendments and supplements, it is prohibited to bring the following objects into the Venue: *(i)* weapons of any kind, scissors, stones, knives, sound instruments, systems for the emission of light rays (such as, for example, laser pointers), bullets, rigid coolers, long-handled umbrellas or other bulky tools; *(ii)* marbles, tin cans, glass objects such as bottles, glasses, mugs and any other breakable objects capable of causing injury to oneself or others; *(iii)* highly flammable substances and pyrotechnics such as fireworks, flares, rockets, powders, aerosol dispensers and other devices for emitting smoke or visible gas; *(iv)* spray cans, substances which are corrosive, defiling or which could in any way harm the health of other persons present at the Venue; *(v)* alcoholic beverages, drugs, poisons or stimulants; *(vi)* advertising items, except with the prior written permission of The Organiser; *(vii)* propaganda materials with racist, xenophobic, Nazi, sexist or politically motivated slogans; *(viii)* poles for flags or banners; however, flexible poles made of synthetic material and so-called "two-pole flags" not exceeding one metre in length and with a pole diameter of not more than one centimetre are permitted; *(ix)* folding stools or chairs. It is also forbidden to bring animals into the Venue, with the sole exception of guide dogs for the blind. Pursuant to the above-mentioned Law Decree no. 28/2003, converted into law with amendments by Law no. 88/2003, and subsequent amendments and supplements, the unauthorised sale of season tickets and tickets is prohibited. In particular, pursuant to Article 1-sexies of the cited Law Decree no. 28/2003, "*anyone who, not belonging to the specifically appointed companies, sells tickets for access to the places where the sports event takes place or to those involved in the parking, transit, or transport of those who participate or assist in the event, shall be punished with a pecuniary administrative sanction from 2,500 to 10,000 Euros. The sanction may be increased up to half of the maximum for the offender who sells or offers for sale tickets for access at a higher price than the one charged by the company specifically appointed for the marketing of the coupons.*" The same prohibition also applies to the sale of season tickets and tickets via digital platforms. The prohibition and the provisions of Article 6, paragraphs 1, 1-bis and 2 of Law no. 401/1989, as amended and supplemented, may be applied to the offender.

19. DAO S.p.A. reserves the right to modify these Terms and Conditions, providing to give notice thereof by means of a specific notice published on the website DAOSPA.EU and to inform by e-mail. The amendments will be effective from the moment of such publication or from the different date specified in the notice. Changes resulting from legislation or governmental requirements will take effect irrespective of the publication of the notice on the DAOSPA.EU website.

20. These General Conditions are subject to the application of Italian law. Any dispute between the Customer and DAO S.p.A. relating to the purchase and use of the Season Tickets as well as the access and stay of the Customer (and/or the User) within the Venue shall be devolved to the exclusive jurisdiction of the Court of Rome, with the express exclusion of any other courts that may have jurisdiction.

Date _____

The Customer _____



Approval of clauses pursuant to Articles 1341 and 1342 of the Italian Civil Code.

The Customer declares that he/she specifically approves, also pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following provisions: 5 (Payment of the price); 7 (Cancellation of Tickets); 8 (Replacement of seats); 9 (Failure to refund or replace Tickets and Season Tickets); 10 (Damages suffered by the Customer); 14 (Consent to be photographed, recorded, and filmed); 16 (Personal Data); 17 (Prohibition of resale of Season Tickets and Tickets to third parties); 20 (Applicable law and competent court).

Date _____

The Customer _____

Annex A

TYPES OF PACKAGES

1) *DAILY ACE* package (minimum purchase: 2 packages).

The *DAILY ACE* package includes:

- (a)** a booklet of 2 (two) tickets valid to attend the matches scheduled for one of the days, chosen by the Customer, between 12 and 18 November 2023 (of which n. 1 (one) for the afternoon session and n. 1 (one) for the evening session) or n. 1 (one) ticket valid to attend the finals scheduled for 19 November 2023 (where only an afternoon session will take place), with a seat in the 'parterre' sector.
- (b)** access to a reserved reception area, in the '*Welcome Area*,' for the collection of tickets for access to the areas reserved for holders of 'Corporate Hospitality' packages, with an escort service to the seats provided by hostesses.
- (c)** access to an area reserved for the holders of 'Corporate Hospitality' packages, where the service of serving drinks (soft drinks and alcoholic beverages) in open bar will be made available.
- (d)** reserved access to the gourmet restaurant in the *Hospitality Area*.
- (e)** n. 1 parking pass for every 2 (two) *DAILY ACE* packages purchased, which allows cars to be parked in the specially designated area, in restricted zones near the Venue (unless otherwise stipulated by the public order and security authorities).

Annex B

GENERAL CONDITIONS FOR THE PURCHASE OF CORPORATE HOSPITALITY PACKAGES

1. These General Conditions, the Form and Annex A containing the description of the 'Corporate Hospitality' packages of the 'DAILY ACE' type form a single body of provisions (collectively, the "**Contract**") governing the sale of the 'Corporate Hospitality' Season Ticket packages for the 2023 edition of the Event, currently scheduled to take place from 13 to 19 November 2023 at the Venue.

Terms with a capital letter, unless otherwise defined, shall have the meaning given to them in Article 3.

2. The Contract shall also include: (i) the '*General Conditions for the sale and use of tickets and passes as well as for the access and stay inside the Venue*', adopted by the Italian Tennis and Padel Federation in its capacity as organiser of the Event, posted at the entrances of the Venue and published on the website <https://tickets.nittoatpfinals.com>. These General Conditions regulate the sale and use of Tickets as well as the access to the Venue and the stay of the Users inside the Venue, during the Event; (ii) the '*Privacy Policy*' in Annex C. In the event of any conflict between the Contract and the '*General Conditions for the sale and the use of tickets and passes as well as for the access and stay inside the Venue*' the provisions of the Contract shall prevail.

3. In the interpretation and application of these General Terms and Conditions, the following expressions shall have the meaning given to each of them:

Season Ticket: one of the 'Corporate Hospitality' packages of the 'DAILY ACE' type described in Annex A.

ATP: ATP Tour, Inc., the private entity under English law that operates the professional men's tennis circuit known as the '*ATP Tour*'.

Ticket: the admission ticket, also in digital format, included in the Season Ticket, which allows the holder access to the Venue and the Tennis Court, as well as to attend the Matches, on the date and in the Session indicated on the ticket itself.

Wristband: the identification bracelet which, when issued together with the Ticket, allows the legitimate holder to access the reserved areas of the Venue and use the services provided in the Season Ticket.

Customer: the person who signed the Form.

Court: the tennis court located inside the Venue, where the Matches take place.

General terms and conditions: these general terms and conditions that are attached to the proposal for the purchase of 'Corporate Hospitality' packages.

Event: overall, the sporting event, established by the ATP and reserved for the best tennis players on the ATP Tour, currently known as the '*Nitto ATP Finals*'.

Venue: the areas of the sports facility where the Event takes place and the areas adjacent or adjoining to it, to which the Customer may only have access if holding a Season Ticket or a Ticket.

Match: the single tennis match played as part of the Event.

Privacy Policy: the *privacy policy* provided pursuant to Article 13 of EU Regulation no. 679/2016 in Annex C.

Form: the form for purchasing a 'Corporate Hospitality' Package.

Organiser: The Italian Tennis and Padel Federation (also the "**FITP**"), to which the ATP has entrusted the organisation of the Event.

Session: the daytime or evening session of play within which, on each day of the Event, the Matches are respectively scheduled.

User: the natural person, even if not a Customer, who accesses the Venue legitimately holding a Ticket.

4. The signing of the Contract by the Customer shall be considered as an irrevocable proposal pursuant to and for the purposes of Article 1329 of the Civil Code, for a period of 7 (seven) working days from the receipt of the same by DAO S.p.A.. After this period, in the absence of an express rejection of the proposal by DAO S.p.A., the Contract shall be deemed concluded. The payment of advances by the Customer does not prevent DAO S.p.A. from rejecting the proposal, with the consequent obligation of DAO S.p.A. to refund. The proposal is made by the Customer for purposes related to his business, commercial, craft or professional activity, with the consequent inapplicability of the Legislative Decree no. 206/2005.

5. The Customer shall provide, upon signing the Contract and receiving the invoice, the full payment of the price indicated in the Form, by bank transfer to the bank account in the name of DAO S.p.A., opened at the Banca Intesa San Paolo (IBAN: **IT83T030690502010066167**). DAO S.p.A. and the Customer agree as of now that the breach by the Customer of the obligation to provide for the full payment of the price at the time of signing the Contract is to be considered serious breach under Article 1455 of the Civil Code and allows DAO S.p.A. to terminate the Contract under Article 1456 of the Civil Code.

If the purchase price is higher than € 50,000.00, without prejudice to the procedures indicated in the preceding paragraph, the Customer may pay in two instalments: the first instalment for 80% of the price, at the time of the signing of the Contract by the Customer; the second instalment for the remaining 20% of the price, within the 60th day prior to the commencement date of the Event. DAO S.p.A. and the Customer agree that the Customer's breach of its obligation to pay even one of the two instalments within the fixed term is to be considered serious breach within the meaning of Article 1455 of the Civil Code and allows DAO S.p.A. to terminate the Contract pursuant to Article 1456 of the Civil Code. The provisions contained in this paragraph shall not apply if the Contract is signed by the Customer after the 60th day prior to the start of the Event.

6. In order to be admitted to and remain within the premises of the Venue, the Customer and/or User shall carry the Ticket or, where applicable, the Wristband with him. Subject to Articles 7, 8 and 9, each Ticket is valid only for the date, session and seat specified therein. If a Ticket is not used, it may not be replaced with another Ticket valid for a later date or session.

7. The Customer acknowledges and recognises that the Promoter reserves the right to cancel Tickets in cases where, for reasons not attributable to the Promoter (including, without limitation, compliance with provisions of public authorities, international sporting authorities or sporting authorities above the Organiser itself): *i/* none of the Matches will take place; *ii/* one or more Matches will take place without a public presence in the Venue; *iii/* the maximum capacity of the Venue is reduced, it being understood that, in such cases, the cancellation of Tickets exceeding the permitted capacity will take place, for each sector into which the Venue is divided, in the order in which they were purchased (starting from the last).

As a result of the cancellation, in the cases described in points *i/*, *ii/* and *iii/*, Customers holding Tickets cancelled by the Organiser will have the right to obtain from DAO S.p.A. exclusively the repayment of the amount paid in relation to the services not enjoyed; they will not, however, have the right to act against DAO S.p.A. for compensation for any damages suffered.

8. Where it is necessary for technical or organisational reasons or for reasons not attributable to the Promoter (including, without limitation, compliance with the provisions of public authorities, international sporting authorities or sporting authorities above the Organiser itself), DAO S.p.A. - on the instructions of the Promoter - reserves the right to assign seats or rows of seats other than those indicated in the Ticket booklet issued with the Season Ticket. In the event that it is not possible to assign a seat of an equivalent or higher category than that of the seat indicated in the Ticket issued with the Season Ticket, DAO S.p.A. will reimburse the Customer only the difference between the price of the Ticket purchased and the price of the replacement Ticket assigned, net of any pre-sales costs (set at 10% of the cost of the Season Ticket), without prejudice to the Customer's right to waive the use of the replacement Ticket assigned and to request DAO S.p.A. for full reimbursement of the price of the Ticket issued with the Season Ticket, net of any pre-sales costs (set at 10% of the cost of the Season Ticket).

9. Without prejudice to the provisions of Articles 7 and 8, the Customer is not entitled to a refund or replacement of the Season Ticket or individual tickets in the event that all or some of the Matches for which the Season Ticket was purchased are held, for technical and organisational reasons, at times or on days other than those initially scheduled. ATP has the right to designate athletes participating in the Event other than those initially entitled to do so, should they be unable to participate in the Matches due to injury or other impediments. In this case, the Customer shall not be entitled to a refund or replacement of the Season Ticket or individual Tickets.

10. Without prejudice to the provisions of Articles 7, 8, and 9 concerning the refund of the Season Ticket and/or the Ticket, and except in the case of fraud or gross negligence on the part of DAO S.p.A., DAO S.p.A. assumes no liability, for any reason whatsoever, for expenses and damages, direct or indirect, of any nature whatsoever, suffered by the Customer or the User in relation to the sale of Season Tickets, any changes to the time or days

of matches, any failure to hold matches or the allocation of seats or rows of seats other than those indicated on the Ticket issued with the Season Ticket.

11. A Customer or User whose Ticket or Season Ticket has been stolen, lost, destroyed, deteriorated, or damaged in such a way as to be even partially illegible is not entitled to any refund or replacement, not even after filing a report of loss or theft. There is no refund of the price of Season Tickets purchased and not collected by Customers who, at the time of purchase, opted to collect them at the Venue.

12. The Ticket, the Season Ticket or, where applicable, the Wristband, must be shown at the request of the control personnel. Users without a Ticket or a Season Ticket, or with a Season Ticket or a Ticket that is damaged or deteriorated in such a way as to be even partially illegible, will be removed from the Venue. Users without a Wristband will not be allowed to access the reserved areas of the Venue and to use the services included in the Season Ticket.

13. Each Ticket is valid for access to the premises of the Venue only once; consequently, without the prior written consent of the Organiser, a User who has left the Venue will not be able to re-enter the Venue by presenting the same Ticket. Where necessary for technical-organizational or safety reasons, the Organiser reserves the right to establish separate access and exit routes for Users to/from the Venue.

14. For security reasons, closed circuit television ('CCTV') cameras may be installed inside the Venue. The Organiser and its agents may also take video and photographic recordings of the Event. The Customer gives its consent, for itself and for the User, to be photographed, recorded, and filmed during the Event, by the Organiser or its agents, and to have its image and voice included in audio-visual footage (collectively, the 'Footage') intended for transmission, including television, or broadcast on the Organiser's *social* channels. The Customer expressly authorises the Organiser, on its own behalf and on behalf of the User, to publish, disseminate and commercially exploit, by any means and for an unlimited period of time, his/her image and voice that may be included in the Footage, stating as of now, on its own behalf and on behalf of the User, that it has no claims in respect of the above-mentioned authorisation and to irrevocably waive any economic claim deriving from the dissemination and publication of his/her image and voice.

15. In addition to complying with these General Terms and Conditions, the Customer undertakes for himself and for the User to comply strictly with the instructions of the police, control personnel and technical staff of the Venue. The Customer undertakes to inform the User that he/she may be subjected to checks (on his/her person and/or on bags and wrappings or other objects carried with him/her) aimed at preventing the introduction of illegal, prohibited and/or dangerous materials inside the Venue.

In addition, the Customer undertakes, on his/her own behalf and on behalf of the User, to comply with the express provisions of the '*General Conditions for the sale and use of tickets and passes and for access to and stay inside the Venue*', adopted by the Organiser, posted at the entrances to the Venue and published on the <https://tickets.nittoatpfinals.com> website. Failure to comply with the obligations contained in this provision may result in the withdrawal of the Season Ticket or Ticket and, where applicable, the Wristband and the removal of the Customer (and/or User) from the Venue; in this case, the Customer (and/or User) will not be entitled to any refund or compensation. The Customer, in any case, assumes sole responsibility for the consequences of events attributable to him and/or the User occurring inside the Venue, damaging to DAO S.p.A., the Organiser or third parties, expressly exonerating and releasing DAO S.p.A. and FITP from any liability and any claims from third parties. By way of example only, the Customer undertakes to indemnify DAO S.p.A. and FITP from any and all prejudicial consequences arising from (i) breach by the Customer (and/or the User) of its obligations under these General Conditions; (ii) infringement of the rights and interests of third parties, for which the Customer (and/or the User) is responsible when accessing and remaining at the Venue; (iii) violation by the Customer (and/or the User) of laws, regulations, or measures of public authority when accessing and remaining at the Venue.

16. Personal data (such as name, surname, date of birth, e-mail address, tax code, country of residence) provided by the Customer when completing the Form and purchasing the Season Ticket must be true, accurate, current, and complete.

DAO S.p.A. shall process the Customer's personal data in accordance with the provisions of Legislative Decree no. 196/2003, as well as EU Regulation 2016/679, exclusively for purposes related to the establishment and management of this Contract. Without prejudice to the preceding provisions of this section, the Customer

acknowledges and accepts that DAO S.p.A. has the right to provide Customer's personal data to the Organiser so that, after the conclusion of the Event, it may invite the Customer by email to complete a questionnaire aimed at collecting and analysing all the data necessary to detect the overall satisfaction index related to the Event. The processing of the Customer's personal data may also be conducted by means of automated tools designed to store, manage, and transmit the data.

17. The Customer (and the User) is expressly forbidden to resell to third parties the Season Tickets and Tickets purchased, unless such resale has been authorised in advance, in writing, by DAO S.p.A. with prior written agreement with the Organiser.

The Customer undertakes, for himself and for the User, not to use the Season Tickets and Tickets as prizes in lotteries, contests, or other competitions, nor to include them in commercial or promotional initiatives (such as, for example, tourist packages), unless such use has been authorised in advance, in writing, by DAO S.p.A. in agreement with the Organiser.

DAO S.p.A. and the Customer agree that the breach of the obligations described in this Article 17 shall be considered serious breach within the meaning of Article 1455 of the Civil Code and will allow DAO S.p.A. to terminate the Contract pursuant to Article 1456 of the Civil Code.

18. For safety reasons and in application of Law Decree no. 28/2003 (containing "*Urgent provisions to counteract the phenomena of violence during sports competitions*"), converted into law with amendments by Law no. 88/2003, and subsequent amendments and supplements, it is prohibited to bring the following objects into the Venue: *(i)* weapons of any kind, scissors, stones, knives, sound instruments, systems for the emission of light rays (such as, for example, laser pointers), bullets, rigid coolers, long-handled umbrellas or other bulky tools; *(ii)* marbles, tin cans, glass objects such as bottles, glasses, mugs and any other breakable objects capable of causing injury to oneself or others; *(iii)* highly flammable substances and pyrotechnics such as fireworks, flares, rockets, powders, aerosol dispensers and other devices for emitting smoke or visible gas; *(iv)* spray cans, substances which are corrosive, defiling or which could in any way harm the health of other persons present at the Venue; *(v)* alcoholic beverages, drugs, poisons or stimulants; *(vi)* advertising items, except with the prior written permission of The Organiser; *(vii)* propaganda materials with racist, xenophobic, Nazi, sexist or politically motivated slogans; *(viii)* poles for flags or banners; however, flexible poles made of synthetic material and so-called "two-pole flags" not exceeding one metre in length and with a pole diameter of not more than one centimetre are permitted; *(ix)* folding stools or chairs. It is also forbidden to bring animals into the Venue, with the sole exception of guide dogs for the blind. Pursuant to the above-mentioned Law Decree no. 28/2003, converted into law with amendments by Law no. 88/2003, and subsequent amendments and supplements, the unauthorised sale of season tickets and tickets is prohibited. In particular, pursuant to Article 1-sexies of the cited Law Decree no. 28/2003, "*anyone who, not belonging to the specifically appointed companies, sells tickets for access to the places where the sports event takes place or to those involved in the parking, transit, or transport of those who participate or assist in the event, shall be punished with a pecuniary administrative sanction from 2,500 to 10,000 Euros. The sanction may be increased up to half of the maximum for the offender who sells or offers for sale tickets for access at a higher price than the one charged by the company specifically appointed for the marketing of the coupons.*" The same prohibition also applies to the sale of season tickets and tickets via digital platforms. The prohibition and the provisions of Article 6, paragraphs 1, 1-bis and 2 of Law no. 401/1989, as amended and supplemented, may be applied to the offender.

19. DAO S.p.A. reserves the right to modify these Terms and Conditions, providing to give notice thereof by means of a specific notice published on the website DAOSPA.EU and to inform by e-mail. The amendments will be effective from the moment of such publication or from the different date specified in the notice. Changes resulting from legislation or governmental requirements will take effect irrespective of the publication of the notice on the DAOSPA.EU website.

20. These General Conditions are subject to the application of Italian law. Any dispute between the Customer and DAO S.p.A. relating to the purchase and use of the Season Tickets as well as the access and stay of the Customer (and/or the User) within the Venue shall be devolved to the exclusive jurisdiction of the Court of Rome, with the express exclusion of any other courts that may have jurisdiction.

Date _____

The Customer _____

Approval of clauses pursuant to Articles 1341 and 1342 of the Italian Civil Code.

The Customer declares that he/she specifically approves, also pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following provisions: 5 (Payment of the price); 7 (Cancellation of Tickets); 8 (Replacement of seats); 9 (Failure to refund or replace Tickets and Season Tickets); 10 (Damages suffered by the Customer); 14 (Consent to be photographed, recorded, and filmed); 16 (Personal Data); 17 (Prohibition of resale of Season Tickets and Tickets to third parties); 20 (Applicable law and competent court).

Date _____

The Customer _____

Annex A

PACKAGE TYPES

1) 'DAILY ACE BOX' package (minimum purchase: 1 package)

The 'DAILY ACE BOX' package includes:

- (a)** a booklet of 24 (twenty-four) tickets valid to attend the matches on one of the days between 12 and 18 November 2023 at Customer's choice [of which 12 (twelve) for the afternoon session and 12 (twelve) for the evening session], or a booklet of 12 (twelve) tickets valid to attend the matches of the final day scheduled for 19 November 2023 (when only an afternoon session will take place), with seats located in the 'parterre' sector;
- (b)** access to a reserved hospitality area, within the 'Welcome Area', for the collection of entry tickets for areas reserved for holders of 'Corporate Hospitality' packages, with an escort service to the seats by hostesses;
- (c)** access to an area reserved for holders of 'Corporate Hospitality' packages, where drinks will be served (soft drinks and alcoholic beverages) in open bar mode;
- (d)** exclusive access to an on court private area, where drinks will be served (soft drinks) in open bar mode while food in light catering mode (including dry snacks, i.e., peanuts, chips, almonds, olives, cookies);
- (e)** reserved access to the high-end restaurant in the Hospitality Area;
- (f)** 6 (six) parking passes for each 'DAILY ACE BOX' package purchased. The passes allow cars to be parked within the specially designated area, in reserved zones near the Venue (unless otherwise stipulated by the authorities in charge of public order and security).

Annex B

GENERAL CONDITIONS FOR THE PURCHASE OF CORPORATE HOSPITALITY PACKAGES

1. These General Conditions, the Form and Annex A containing the description of the 'Corporate Hospitality' packages of the 'DAILY ACE BOX' type form a single body of provisions (collectively, the "**Agreement**") governing the sale of the 'Corporate Hospitality' Season Ticket packages of the 'DAILY ACE BOX' type for the 2023 edition of the Event, currently scheduled to take place from 12 to 19 November 2023 at the Venue.

Terms with a capital letter, unless otherwise defined, shall have the meaning given to them in Article 3.

2. The Agreement shall also include: (i) the '*General Conditions for the Sale and Use of Tickets and Passes as well as for the Access and Stay inside the Venue*', adopted by the Italian Tennis and Padel Federation in its capacity as organiser of the Event, posted at the entrances of the Venue and published on the website <https://tickets.nittoatpfinals.com>. These General Conditions regulate the sale and use of Tickets as well as the access to the Venue and the stay of the Users inside the Venue, during the Event; (ii) the '*Privacy Policy*' in Annex C. In the event of any conflict between the Agreement and the '*General Conditions for the Sale and Use of Tickets and Passes as well as for the Access and Stay inside the Venue*' the provisions of the Agreement shall prevail.

3. In the interpretation and application of these General Terms and Conditions, the following expressions shall have the meaning given to each of them:

Season Ticket: one of the 'Corporate Hospitality' packages described in Annex A.

ATP: ATP Tour, Inc., the private entity under English law that operates the professional men's tennis circuit known as the '*ATP Tour*'.

Ticket: the admission ticket, also in digital format, included in the Season Ticket, which allows the holder access to the Venue and the Tennis Court, as well as to attend the Matches, on the date and in the Session indicated on the ticket itself.

Wristband: the identification bracelet which, when issued together with the Ticket, allows the legitimate holder to access the reserved areas of the Venue and use the services provided in the Season Ticket.

Customer: the person who signed the Form.

Court: the tennis court located inside the Venue, where the Matches take place.

General terms and conditions: these general terms and conditions that are attached to the proposal for the purchase of 'Corporate Hospitality' packages.

Event: overall, the sporting event, established by the ATP and reserved for the best tennis players on the ATP Tour, currently known as the '*Nitto ATP Finals*'.

Venue: the areas of the sports facility where the Event takes place and the areas adjacent or adjoining to it, to which the Customer may only have access if holding a Season Ticket or a Ticket.

Match: the single tennis match played as part of the Event.

Privacy Policy: the privacy policy provided pursuant to Article 13 of EU Regulation no. 679/2016 in Annex C.

Form: the form for purchasing a 'Corporate Hospitality' Package.

Organiser: The Italian Tennis and Padel Federation (also "**ITP**"), to which ATP has entrusted the organisation of the Event.

Session: the daytime or evening session of play within which, on each day of the Event, the Matches are respectively scheduled.

User: the natural person, even if not a Customer, who accesses the Venue legitimately holding a Ticket.

4. The signing of the Agreement by the Customer shall be considered as an irrevocable proposal pursuant to and for the purposes of Article 1329 of the Italian Civil Code, for a period of 7 (seven) working days from the receipt of the same by DAO S.p.A. After this period, in the absence of an express rejection of the proposal by DAO S.p.A., the Agreement shall be deemed concluded. The payment of advances by the Customer does not prevent DAO S.p.A. from rejecting the proposal, with the consequent obligation of DAO S.p.A. to refund. The

proposal is made by the Customer for purposes related to his business, commercial, craft or professional activity, with the consequent inapplicability of the Legislative Decree no. 206/2005.

5. The Customer shall provide, upon signing the Agreement and receiving the invoice, the full payment of the price indicated in the Form, by bank transfer to the bank account in the name of DAO S.p.A., opened at the Banca Intesa San Paolo (IBAN: **IT83T0306905020100000066167**). DAO S.p.A. and the Customer agree as of now that the breach by the Customer of the obligation to provide for the full payment of the price at the time of signing the Agreement is to be considered serious breach under Article 1455 of the Italian Civil Code and allows DAO S.p.A. to terminate the Agreement under Article 1456 of the Italian Civil Code.

If the purchase price is higher than € 50,000.00, without prejudice to the procedures indicated in the preceding paragraph, the Customer may pay in two instalments: the first instalment for 80% of the price, at the time of the signing of the Agreement by the Customer; the second instalment for the remaining 20% of the price, within the 60th day prior to the commencement date of the Event. DAO S.p.A. and the Customer agree that the Customer's breach of its obligation to pay even one of the two instalments within the fixed term is to be considered serious breach within the meaning of Article 1455 of the Italian Civil Code and allows DAO S.p.A. to terminate the Agreement pursuant to Article 1456 of the Italian Civil Code. The provisions contained in this paragraph shall not apply if the Agreement is signed by the Customer after the 60th day prior to the start of the Event.

6. In order to be admitted to and remain within the premises of the Venue, the Customer and/or User shall carry the Ticket or, where applicable, the Wristband with him. Subject to Articles 7, 8 and 9, each Ticket is valid only for the date, session and seat specified therein. If a Ticket is not used, it may not be replaced with another Ticket valid for a later date or session.

7. The Customer acknowledges and recognises that the Organiser reserves the right to cancel Tickets in cases where, for reasons not attributable to the Organiser (including compliance with provisions of Governmental Authorities, international sports Authorities or sports Authorities ranking hierarchically higher than the Organiser itself): *i/* none of the Matches will take place; *ii/* one or more Matches will take place without a public presence in the Venue; *iii/* the maximum capacity of the Venue is reduced, it being understood that, in such cases, the cancellation of Tickets exceeding the permitted capacity will take place, for each sector into which the Court is divided, in the order in which they were purchased (starting from the last).

As a result of the cancellation, in the cases described in points *i/*, *ii/* and *iii/*, Customers holding Tickets cancelled by the Organiser will have the right to obtain from DAO S.p.A. exclusively the repayment of the amount paid in relation to the services not enjoyed; they will not, however, have the right to act against DAO S.p.A. for compensation for any damages suffered.

8. Where it is necessary for technical or organisational reasons or for reasons not attributable to the Organiser (including compliance with the provisions of Governmental Authorities, international sports Authorities or sports Authorities ranking hierarchically higher than the Organiser itself), DAO S.p.A. - on the instructions of the Organiser - reserves the right to assign seats or rows of seats other than those indicated in the Ticket booklet issued with the Season Ticket. In the event that it is not possible to assign a seat of an equivalent or higher category than that of the seat indicated in the Ticket issued with the Season Ticket, DAO S.p.A. will reimburse the Customer only the difference between the price of the Ticket purchased and the price of the replacement Ticket assigned, net of any pre-sales costs (set at 10% of the cost of the Season Ticket), without prejudice to the Customer's right to waive the use of the replacement Ticket assigned and to request DAO S.p.A. for full reimbursement of the price of the Ticket issued with the Season Ticket, net of any pre-sales costs (set at 10% of the cost of the Season Ticket).

9. Without prejudice to the provisions of Articles 7 and 8, the Customer is not entitled to a refund or replacement of the Season Ticket or individual tickets in the event that all or some of the Matches for which the Season Ticket was purchased are held, for technical and organisational reasons, at times or on days other than those initially scheduled.

ATP has the right to designate athletes participating in the Event other than those initially entitled to do so, should they be unable to participate in the Matches due to injury or other impediments. In this case, the Customer shall not be entitled to a refund or replacement of the Season Ticket or individual Tickets.

10. Without prejudice to the provisions of Articles 7, 8, and 9 concerning the refund of the Season Ticket and/or the Ticket, and except in the case of fraud or gross negligence on the part of DAO S.p.A, DAO S.p.A. assumes no liability, for any reason whatsoever, for expenses and damages, direct or indirect, of any nature whatsoever, suffered by the Customer or the User in relation to the sale of Season Tickets, any changes to the time or days of matches, any failure to hold matches or the allocation of seats or rows of seats other than those indicated on the Ticket issued with the Season Ticket.

11. A Customer or User whose Ticket or Season Ticket has been stolen, lost, destroyed, deteriorated, or damaged in such a way as to be even partially illegible is not entitled to any refund or replacement, not even after filing a report of loss or theft. There is no refund of the price of Season Tickets purchased and not collected by Customers who, at the time of purchase, opted to collect them at the Venue.

12. The Ticket, the Season Ticket or, where applicable, the Wristband, must be shown at the request of the control personnel. Users without a Ticket or a Season Ticket, or with a Season Ticket or a Ticket that is damaged or deteriorated in such a way as to be even partially illegible, will be removed from the Venue. Users without a Wristband will not be allowed to access the reserved areas of the Venue and to use the services included in the Season Ticket.

13. Each Ticket is valid for access to the premises of the Venue only once; consequently, without the prior written consent of the Organiser, a User who has left the Venue will not be able to re-enter the Venue by presenting the same Ticket. Where necessary for technical-organizational or safety reasons, the Organiser reserves the right to establish separate access and exit routes for Users to/from the Venue.

14. For security reasons, closed circuit television ('CCTV') cameras may be installed inside the Venue. The Organiser and its designees may also take video and photographic recordings of the Event. The Customer gives its consent, for itself and for the User, to be photographed, recorded, and filmed during the Event, by the Organiser or its designees, and to have its image and voice included in audio-visual footage (collectively, the '**Footage**') intended for transmission, including television, or broadcast on the Organiser's social channels. The Customer expressly authorises the Organiser, on its own behalf and on behalf of the User, to publish, disseminate and commercially exploit, by any means and for an unlimited period of time, his/her image and voice that may be included in the Footage, stating as of now, on its own behalf and on behalf of the User, that it has no claims in respect of the above-mentioned authorisation and to irrevocably waive any economic claim deriving from the dissemination and publication of his/her image and voice.

15. In addition to complying with these General Terms and Conditions, the Customer undertakes for himself and for the User to comply strictly with the instructions of the police, control personnel and technical staff of the Venue. The Customer undertakes to inform the User that he/she may be subject to checks (on his/her person and/or on bags and wrappings or other objects carried with him/her) aimed at preventing the introduction of illegal, prohibited and/or dangerous materials inside the Venue.

In addition, the Customer undertakes, on his/her own behalf and on behalf of the User, to comply with the express provisions of the '*General Conditions for the Sale and Use of Tickets and Passes and for Access to and Stay inside the Venue*', adopted by the Organiser, posted at the entrances to the Venue and published on the <https://tickets.nittoatpfinals.com> website. Failure to comply with the obligations contained in this provision may result in the withdrawal of the Season Ticket or Ticket and, where applicable, the Wristband and the removal of the Customer (and/or User) from the Venue; in this case, the Customer (and/or User) will not be entitled to any refund or compensation. The Customer, in any case, assumes sole responsibility for the consequences of events attributable to him and/or the User occurring inside the Venue, damaging to DAO S.p.A., the Organiser or third parties, expressly exonerating and releasing DAO S.p.A. and FITP from any liability and any claims from third parties. By way of example only, the Customer undertakes to indemnify DAO S.p.A. and FITP from any and all prejudicial consequences arising from (i) breach by the Customer (and/or the User) of its obligations under these General Conditions; (ii) infringement of the rights and interests of third parties, for which the Customer (and/or the User) is responsible when accessing and remaining at the Venue; (iii) violation by the Customer (and/or the User) of laws, regulations, or measures of public authority when accessing and remaining at the Venue.

16. Personal data (such as name, surname, date of birth, e-mail address, tax code, country of residence) provided by the Customer when completing the Form and purchasing the Season Ticket must be true, accurate, up-to-date, and complete.

DAO S.p.A. shall process the Customer's personal data in accordance with the provisions of Legislative Decree no. 196/2003, as well as EU Regulation 2016/679, exclusively for purposes related to the establishment and management of this Agreement. Without prejudice to the preceding provisions of this section, the Customer acknowledges and accepts that DAO S.p.A. has the right to provide Customer's personal data to the Organiser so that, after the conclusion of the Event, it may invite the Customer by email to complete a questionnaire aimed at collecting and analysing all the data necessary to detect the overall satisfaction index related to the Event. The processing of the Customer's personal data may also be conducted by means of automated tools designed to store, manage, and transmit the data.

17. The Customer (and the User) is expressly forbidden to resell to third parties the Season Tickets and Tickets purchased, unless such resale has been authorised in advance, in writing, by DAO S.p.A. with prior written agreement with the Organiser.

The Customer undertakes, for himself and for the User, not to use the Season Tickets and Tickets as prizes in lotteries, contests, or other competitions, nor to include them in commercial or promotional initiatives (such as, for example, tourist packages), unless such use has been authorised in advance, in writing, by DAO S.p.A. in agreement with the Organiser.

DAO S.p.A. and the Customer agree that the breach of the obligations described in this Article 17 shall be considered serious breach within the meaning of Article 1455 of the Italian Civil Code and will allow DAO S.p.A. to terminate the Agreement pursuant to Article 1456 of the Italian Civil Code.

18. For safety reasons and in application of Law Decree no. 28/2003 (containing "*Urgent provisions to counteract the phenomena of violence during sports competitions*"), converted into law with amendments by Law no. 88/2003, and subsequent amendments and supplements, it is prohibited to bring the following objects into the Venue: *(i)* weapons of any kind, scissors, stones, knives, sound instruments, systems for the emission of light rays (such as, for example, laser pointers), bullets, rigid coolers, long-handled umbrellas or other bulky tools; *(ii)* marbles, tin cans, glass objects such as bottles, glasses, mugs and any other breakable objects capable of causing injury to oneself or others; *(iii)* highly flammable substances and pyrotechnics such as fireworks, flares, rockets, powders, aerosol dispensers and other devices for emitting smoke or visible gas; *(iv)* spray cans, substances which are corrosive, defiling or which could in any way harm the health of other persons present at the Venue; *(v)* alcoholic beverages, drugs, poisons or stimulants; *(vi)* advertising items, except with the prior written permission of The Organiser; *(vii)* propaganda materials with racist, xenophobic, Nazi, sexist or politically motivated slogans; *(viii)* poles for flags or banners; however, flexible poles made of synthetic material and so-called "two-pole flags" not exceeding one metre in length and with a pole diameter of not more than one centimetre are permitted; *(ix)* folding stools or chairs. It is also forbidden to bring animals into the Venue, with the sole exception of guide dogs for the blind.

Pursuant to the above-mentioned Law Decree no. 28/2003, converted into law with amendments by Law no. 88/2003, and subsequent amendments and supplements, the unauthorised sale of season tickets and tickets is prohibited. In particular, pursuant to Article 1-sexies of the cited Law Decree no. 28/2003, "*anyone who, not belonging to the specifically appointed companies, sells tickets for access to the places where the sports event takes place or to those involved in the parking, transit, or transport of those who participate or assist in the event, shall be punished with a pecuniary administrative sanction from 2,500 to 10,000 Euros. The sanction may be increased up to half of the maximum for the offender who sells or offers for sale tickets for access at a higher price than the one charged by the company specifically appointed for the marketing of the coupons.*" The same prohibition also applies to the sale of season tickets and tickets via digital platforms. The prohibition and the provisions of Article 6, paragraphs 1, 1-bis and 2 of Law no. 401/1989, as amended and supplemented, may be applied to the offender.

19. DAO S.p.A. reserves the right to modify these Terms and Conditions, and shall give notice thereof by means of a specific notice published on the website DAOSPA.EU and to inform by e-mail. The amendments will be effective from the moment of such publication or from the different date specified in the notice. Changes resulting from legislation or governmental requirements will take effect irrespective of the publication of the notice on the DAOSPA.EU website.

20. These General Conditions are subject to the application of Italian law. Any dispute between the Customer and DAO S.p.A. relating to the purchase and use of the Season Tickets as well as the access and stay of the Customer (and/or the User) within the Venue shall be devolved to the exclusive jurisdiction of the Court of Rome, with the express exclusion of any other courts that may have jurisdiction.

Date _____

The Customer _____

Approval of clauses pursuant to Articles 1341 and 1342 of the Italian Civil Code.

The Customer declares that he/she specifically approves, also pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following provisions: 5 (Payment of the price); 7 (Cancellation of Tickets); 8 (Replacement of seats); 9 (Failure to refund or replace Tickets and Season Tickets); 10 (Damages suffered by the Customer); 14 (Consent to be photographed, recorded, and filmed); 16 (Personal Data); 17 (Prohibition of resale of Season Tickets and Tickets to third parties); 20 (Applicable law and competent court).

Date _____

The Customer _____

Annex A

PACKAGE TYPES

1) 'ACE BOX' package (minimum purchase: 1 package) – Single package cost: € 140,000.00 + VAT.

The 'ACE BOX' package includes:

- (a)** a booklet of 180 (one hundred eighty) tickets valid to attend all the matches scheduled between 12 and 19 November 2023 [of which 84 (eighty-four) for the afternoon sessions, 84 (eighty-four) for the evening sessions and 12 (twelve) for the final day], with seats located in the 'parterre' sector;
- (b)** access to a reserved hospitality area, within the 'Welcome Area', for the collection of entry tickets for areas reserved for holders of 'Corporate Hospitality' packages, with an escort service to the seats by hostesses;
- (c)** access to an area reserved for holders of 'Corporate Hospitality' packages, where will be served drinks (soft drinks and alcoholic beverages) in open bar mode and dry snacks (including peanuts, chips, almonds, olives, cookies);
- (d)** exclusive access to an on court private area, where drinks will be served (soft drinks) in open bar mode while food in light catering mode (including dry snacks);
- (e)** reserved access to the high-end restaurant in the Hospitality Area;
- (f)** 6 (six) parking passes for each 'ACE BOX' package purchased. The passes allow cars to be parked within the specially designated area, in reserved zones near the Venue (unless otherwise stipulated by the authorities in charge of public order and security).

Annex B

GENERAL CONDITIONS FOR THE PURCHASE OF CORPORATE HOSPITALITY PACKAGES

1. These General Conditions, the Form and Annex A containing the description of the 'Corporate Hospitality' packages of the 'ACE BOX' type form a single body of provisions (collectively, the "**Agreement**") governing the sale of the 'Corporate Hospitality' Season Ticket packages of the 'ACE BOX' type for the 2023 edition of the Event, currently scheduled to take place from 12 to 19 November 2023 at the Venue.

Terms with a capital letter, unless otherwise defined, shall have the meaning given to them in Article 3.

2. The Agreement shall also include: (i) the '*General Conditions for the Sale and Use of Tickets and Passes as well as for the Access and Stay inside the Venue*', adopted by the Italian Tennis Federation in its capacity as organiser of the Event, posted at the entrances of the Venue and published on the website <https://tickets.nittoatpfinals.com>. These General Conditions regulate the sale and use of Tickets as well as the access to the Venue and the stay of the Users inside the Venue, during the Event; (ii) the '*Privacy Policy*' in Annex C. In the event of any conflict between the Agreement and the '*General Conditions for the Sale and Use of Tickets and Passes as well as for the Access and Stay inside the Venue*' the provisions of the Agreement shall prevail.

3. In the interpretation and application of these General Terms and Conditions, the following expressions shall have the meaning given to each of them:

Season Ticket: one of the 'Corporate Hospitality' packages described in Annex A.

ATP: ATP Tour, Inc., the private entity under English law that operates the professional men's tennis circuit known as the '*ATP Tour*'.

Ticket: the admission ticket, also in digital format, included in the Season Ticket, which allows the holder access to the Venue and the Tennis Court, as well as to attend the Matches, on the date and in the Session indicated on the ticket itself.

Wristband: the identification bracelet which, when issued together with the Ticket, allows the legitimate holder to access the reserved areas of the Venue and use the services provided in the Season Ticket.

Customer: the person who signed the Form.

Court: the tennis court located inside the Venue, where the Matches take place.

General terms and conditions: these general terms and conditions that are attached to the proposal for the purchase of 'Corporate Hospitality' packages.

Event: overall, the sporting event, established by the ATP and reserved for the best tennis players on the ATP Tour, currently known as the '*Nitto ATP Finals*'.

Venue: the areas of the sports facility where the Event takes place and the areas adjacent or adjoining to it, to which the Customer may only have access if holding a Season Ticket or a Ticket.

Match: the single tennis match played as part of the Event.

Privacy Policy: the privacy policy provided pursuant to Article 13 of EU Regulation no. 679/2016 in Annex C.

Form: the form for purchasing a 'Corporate Hospitality' Package.

Organiser: The Italian Tennis and Padel Federation (also "**FITP**"), to which ATP has entrusted the organisation of the Event.

Session: the daytime or evening session of play within which, on each day of the Event, the Matches are respectively scheduled.

User: the natural person, even if not a Customer, who accesses the Venue legitimately holding a Ticket.

4. The signing of the Agreement by the Customer shall be considered as an irrevocable proposal pursuant to and for the purposes of Article 1329 of the Italian Civil Code, for a period of 7 (seven) working days from the receipt of the same by DAO S.p.A. After this period, in the absence of an express rejection of the proposal by DAO S.p.A., the Agreement shall be deemed concluded. The payment of advances by the Customer does not prevent DAO S.p.A. from rejecting the proposal, with the consequent obligation of DAO S.p.A. to refund. The proposal is made by the Customer for purposes related to his business, commercial, craft or professional activity, with the consequent inapplicability of the Legislative Decree no. 206/2005.

5. The Customer shall provide, upon signing the Agreement and receiving the invoice, the full payment of the price indicated in the Form, by bank transfer to the bank account in the name of DAO S.p.A., opened at the Banca Intesa San Paolo (IBAN: **IT83T0306905020100000066167**). DAO S.p.A. and the Customer agree as of now that the breach by the Customer of the obligation to provide for the full payment of the price at the time of signing the Agreement is to be considered serious breach under Article 1455 of the Italian Civil Code and allows DAO S.p.A. to terminate the Agreement under Article 1456 of the Italian Civil Code.

If the purchase price is higher than € 50,000.00, without prejudice to the procedures indicated in the preceding paragraph, the Customer may pay in two instalments: the first instalment for 80% of the price, at the time of the signing of the Agreement by the Customer; the second instalment for the remaining 20% of the price, within the 60th day prior to the commencement date of the Event. DAO S.p.A. and the Customer agree that the Customer's breach of its obligation to pay even one of the two instalments within the fixed term is to be considered serious breach within the meaning of Article 1455 of the Italian Civil Code and allows DAO S.p.A. to terminate the Agreement pursuant to Article 1456 of the Italian Civil Code. The provisions contained in this paragraph shall not apply if the Agreement is signed by the Customer after the 60th day prior to the start of the Event.

6. In order to be admitted to and remain within the premises of the Venue, the Customer and/or User shall carry the Ticket or, where applicable, the Wristband with him. Subject to Articles 7, 8 and 9, each Ticket is valid only for the date, session and seat specified therein. If a Ticket is not used, it may not be replaced with another Ticket valid for a later date or session.

7. The Customer acknowledges and recognises that the Organiser reserves the right to cancel Tickets in cases where, for reasons not attributable to the Organiser (including, without limitation, compliance with provisions of Governmental Authorities, international sports Authorities or sports Authorities ranking hierarchically higher than the Organiser itself): *i*/none of the Matches will take place; *ii*/one or more Matches will take place without a public presence in the Venue; *iii*/the maximum capacity of the Venue is reduced, it being understood that, in such cases, the cancellation of Tickets exceeding the permitted capacity will take place, for each sector into which the Court is divided, in the order in which they were purchased (starting from the last).

As a result of the cancellation, in the cases described in points *i*, *ii* and *iii*, Customers holding Tickets cancelled by the Organiser will have the right to obtain from DAO S.p.A. exclusively the repayment of the amount paid in relation to the services not enjoyed; they will not, however, have the right to act against DAO S.p.A. for compensation for any damages suffered.

8. Where it is necessary for technical or organisational reasons or for reasons not attributable to the Organiser (including, without limitation, compliance with the provisions of Governmental Authorities, international sports Authorities or sports Authorities ranking hierarchically higher than the Organiser itself), DAO S.p.A. - on the instructions of the Organiser - reserves the right to assign seats or rows of seats other than those indicated in the Ticket booklet issued with the Season Ticket. In the event that it is not possible to assign a seat of an equivalent or higher category than that of the seat indicated in the Ticket issued with the Season Ticket, DAO S.p.A. will reimburse the Customer only the difference between the price of the Ticket purchased and the price of the replacement Ticket assigned, net of any pre-sales costs (set at 10% of the cost of the Season Ticket), without prejudice to the Customer's right to waive the use of the replacement Ticket assigned and to request DAO S.p.A. for full reimbursement of the price of the Ticket issued with the Season Ticket, net of any pre-sales costs (set at 10% of the cost of the Season Ticket).

9. Without prejudice to the provisions of Articles 7 and 8, the Customer is not entitled to a refund or replacement of the Season Ticket or individual tickets in the event that all or some of the Matches for which the Season Ticket was purchased are held, for technical and organisational reasons, at times or on days other than those initially scheduled.

ATP has the right to designate athletes participating in the Event other than those initially entitled to do so, should they be unable to participate in the Matches due to injury or other impediments. In this case, the Customer shall not be entitled to a refund or replacement of the Season Ticket or individual Tickets.

10. Without prejudice to the provisions of Articles 7, 8, and 9 concerning the refund of the Season Ticket and/or the Ticket, and except in the case of fraud or gross negligence on the part of DAO S.p.A., DAO S.p.A. assumes no liability, for any reason whatsoever, for expenses and damages, direct or indirect, of any nature whatsoever,

suffered by the Customer or the User in relation to the sale of Season Tickets, any changes to the time or days of matches, any failure to hold matches or the allocation of seats or rows of seats other than those indicated on the Ticket issued with the Season Ticket.

11. A Customer or User whose Ticket or Season Ticket has been stolen, lost, destroyed, deteriorated, or damaged in such a way as to be even partially illegible is not entitled to any refund or replacement, not even after filing a report of loss or theft. There is no refund of the price of Season Tickets purchased and not collected by Customers who, at the time of purchase, opted to collect them at the Venue.

12. The Ticket, the Season Ticket or, where applicable, the Wristband, must be shown at the request of the control personnel. Users without a Ticket or a Season Ticket, or with a Season Ticket or a Ticket that is damaged or deteriorated in such a way as to be even partially illegible, will be removed from the Venue. Users without a Wristband will not be allowed to access the reserved areas of the Venue and to use the services included in the Season Ticket.

13. Each Ticket is valid for access to the premises of the Venue only once; consequently, without the prior written consent of the Organiser, a User who has left the Venue will not be able to re-enter the Venue by presenting the same Ticket. Where necessary for technical-organizational or safety reasons, the Organiser reserves the right to establish separate access and exit routes for Users to/from the Venue.

14. For security reasons, closed circuit television ('CCTV') cameras may be installed inside the Venue. The Organiser and its designees may also take video and photographic recordings of the Event. The Customer gives its consent, for itself and for the User, to be photographed, recorded, and filmed during the Event, by the Organiser or its designees, and to have its image and voice included in audio-visual footage (collectively, the 'Footage') intended for transmission, including television, or broadcast on the Organiser's social channels. The Customer expressly authorises the Organiser, on its own behalf and on behalf of the User, to publish, disseminate and commercially exploit, by any means and for an unlimited period of time, his/her image and voice that may be included in the Footage, stating as of now, on its own behalf and on behalf of the User, that it has no claims in respect of the above-mentioned authorisation and to irrevocably waive any economic claim deriving from the dissemination and publication of his/her image and voice.

15. In addition to complying with these General Terms and Conditions, the Customer undertakes for himself and for the User to comply strictly with the instructions of the police, control personnel and technical staff of the Venue. The Customer undertakes to inform the User that he/she may be subject to checks (on his/her person and/or on bags and wrappings or other objects carried with him/her) aimed at preventing the introduction of illegal, prohibited and/or dangerous materials inside the Venue.

In addition, the Customer undertakes, on his/her own behalf and on behalf of the User, to comply with the express provisions of the '*General Conditions for the Sale and Use of Tickets and Passes and for Access to and Stay inside the Venue*', adopted by the Organiser, posted at the entrances to the Venue and published on the <https://tickets.nittoatpfinals.com> website. Failure to comply with the obligations contained in this provision may result in the withdrawal of the Season Ticket or Ticket and, where applicable, the Wristband and the removal of the Customer (and/or User) from the Venue; in this case, the Customer (and/or User) will not be entitled to any refund or compensation. The Customer, in any case, assumes sole responsibility for the consequences of events attributable to him and/or the User occurring inside the Venue, damaging to DAO S.p.A., the Organiser or third parties, expressly exonerating and releasing DAO S.p.A. and FITP from any liability and any claims from third parties. By way of example only, the Customer undertakes to indemnify DAO S.p.A. and FITP from any and all prejudicial consequences arising from (i) breach by the Customer (and/or the User) of its obligations under these General Conditions; (ii) infringement of the rights and interests of third parties, for which the Customer (and/or the User) is responsible when accessing and remaining at the Venue; (iii) violation by the Customer (and/or the User) of laws, regulations, or measures of public authority when accessing and remaining at the Venue.

16. Personal data (such as name, surname, date of birth, e-mail address, tax code, country of residence) provided by the Customer when completing the Form and purchasing the Season Ticket must be true, accurate, up-to-date, and complete.

DAO S.p.A. shall process the Customer's personal data in accordance with the provisions of Legislative Decree no. 196/2003, as well as EU Regulation 2016/679, exclusively for purposes related to the establishment and

management of this Agreement. Without prejudice to the preceding provisions of this section, the Customer acknowledges and accepts that DAO S.p.A. has the right to provide Customer's personal data to the Organiser so that, after the conclusion of the Event, it may invite the Customer by email to complete a questionnaire aimed at collecting and analysing all the data necessary to detect the overall satisfaction index related to the Event. The processing of the Customer's personal data may also be conducted by means of automated tools designed to store, manage, and transmit the data.

17. The Customer (and the User) is expressly forbidden to resell to third parties the Season Tickets and Tickets purchased, unless such resale has been authorised in advance, in writing, by DAO S.p.A. with prior written agreement with the Organiser.

The Customer undertakes, for himself and for the User, not to use the Season Tickets and Tickets as prizes in lotteries, contests, or other competitions, nor to include them in commercial or promotional initiatives (such as, for example, tourist packages), unless such use has been authorised in advance, in writing, by DAO S.p.A. in agreement with the Organiser.

DAO S.p.A. and the Customer agree that the breach of the obligations described in this Article 17 shall be considered serious breach within the meaning of Article 1455 of the Italian Civil Code and will allow DAO S.p.A. to terminate the Agreement pursuant to Article 1456 of the Italian Civil Code.

18. For safety reasons and in application of Law Decree no. 28/2003 (containing "*Urgent provisions to counteract the phenomena of violence during sports competitions*"), converted into law with amendments by Law no. 88/2003, and subsequent amendments and supplements, it is prohibited to bring the following objects into the Venue: *(i)* weapons of any kind, scissors, stones, knives, sound instruments, systems for the emission of light rays (such as, for example, laser pointers), bullets, rigid coolers, long-handled umbrellas or other bulky tools; *(ii)* marbles, tin cans, glass objects such as bottles, glasses, mugs and any other breakable objects capable of causing injury to oneself or others; *(iii)* highly flammable substances and pyrotechnics such as fireworks, flares, rockets, powders, aerosol dispensers and other devices for emitting smoke or visible gas; *(iv)* spray cans, substances which are corrosive, defiling or which could in any way harm the health of other persons present at the Venue; *(v)* alcoholic beverages, drugs, poisons or stimulants; *(vi)* advertising items, except with the prior written permission of The Organiser; *(vii)* propaganda materials with racist, xenophobic, Nazi, sexist or politically motivated slogans; *(viii)* poles for flags or banners; however, flexible poles made of synthetic material and so-called "two-pole flags" not exceeding one metre in length and with a pole diameter of not more than one centimetre are permitted; *(ix)* folding stools or chairs. It is also forbidden to bring animals into the Venue, with the sole exception of guide dogs for the blind. Pursuant to above-mentioned Law Decree no. 28/2003, converted into law with amendments by Law no. 88/2003, and subsequent amendments and supplements, the unauthorised sale of season tickets and tickets is prohibited. In particular, pursuant to Article 1-sexies of the cited Law Decree no. 28/2003, "*anyone who, not belonging to the specifically appointed companies, sells tickets for access to the places where the sports event takes place or to those involved in the parking, transit, or transport of those who participate or assist in the event, shall be punished with a pecuniary administrative sanction from 2,500 to 10,000 Euros. The sanction may be increased up to half of the maximum for the offender who sells or offers for sale tickets for access at a higher price than the one charged by the company specifically appointed for the marketing of the coupons.*" The same prohibition also applies to the sale of season tickets and tickets via digital platforms. The prohibition and the provisions of Article 6, paragraphs 1, 1-bis and 2 of Law no. 401/1989, as amended and supplemented, may be applied to the offender.

19. DAO S.p.A. reserves the right to modify these Terms and Conditions, and shall give notice thereof by means of a specific notice published on the website DAOSPA.EU and to inform by e-mail. The amendments will be effective from the moment of such publication or from the different date specified in the notice. Changes resulting from legislation or governmental requirements will take effect irrespective of the publication of the notice on the DAOSPA.EU website.

20. These General Conditions are subject to the application of Italian law. Any dispute between the Customer and DAO S.p.A. relating to the purchase and use of the Season Tickets as well as the access and stay of the Customer (and/or the User) within the Venue shall be devolved to the exclusive jurisdiction of the Court of Rome, with the express exclusion of any other courts that may have jurisdiction.

Date _____

The Customer _____

Approval of clauses pursuant to Articles 1341 and 1342 of the Italian Civil Code.

The Customer declares that he/she specifically approves, also pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following provisions: 5 (Payment of the price); 7 (Cancellation of Tickets); 8 (Replacement of seats); 9 (Failure to refund or replace Tickets and Season Tickets); 10 (Damages suffered by the Customer); 14 (Consent to be photographed, recorded, and filmed); 16 (Personal Data); 17 (Prohibition of resale of Season Tickets and Tickets to third parties); 20 (Applicable law and competent court).

Date _____

The Customer _____

Annex A.1

PACKAGE TYPES 'ACE' and 'SMASH'

1) 'ACE' package (minimum purchase: 2 packages) - Single package cost: € 9,000.00 + VAT.

The 'ACE' package includes:

- (a)** a booklet of 15 (fifteen) tickets valid to attend all the matches scheduled between 12 and 19 November 2023 [of which 7 (seven) for the afternoon sessions, 7 (seven) for the evening sessions and 1 (one) for the day of the final], with seats located in the 'parterre' sector;
 - (b)** access to a reserved hospitality area, within the '*Welcome Area*', for the collection of entry tickets for areas reserved for holders of 'Corporate Hospitality' packages, with an escort service to the seats by hostesses;
 - (c)** access to an area reserved for holders of 'Corporate Hospitality' packages, where drinks will be served (soft drinks and alcoholic beverages);
 - (d)** reserved access to the high-end restaurant in the *Hospitality Area*, with table service;
 - (e)** 1 parking pass for every 2 (two) 'ACE' packages purchased, which allows cars to be parked in the specially designated area, in restricted zones near the Venue (unless otherwise stipulated by the public order and security authorities).
-

2) 'SMASH' package (minimum purchase: 4 packages) - Single package cost: € 6,000.00 + VAT.

The 'SMASH' package includes:

- (a)** a booklet of 15 (fifteen) tickets valid to attend all matches scheduled between 12 and 19 November 2023 [of which 7 (seven) for the afternoon sessions, 7 (seven) for the evening sessions and 1 (one) for the day of the final], with seats located in the 'platea' sector;
- (b)** access to a reserved hospitality area, within the '*Welcome Area*', for the collection of entry tickets for areas reserved for holders of 'Corporate Hospitality' packages, with an escort service to the seats by hostesses;
- (c)** access to an area reserved for the holders of 'Corporate Hospitality' packages, where the service of serving drinks (soft drinks and alcoholic beverages) in open bar will be made available;
- (d)** reserved access to the restaurant dedicated to the holders of 'Corporate Hospitality' packages located within the 'Hospitality Area';
- (e)** 1 parking pass for every 4 (four) 'SMASH' packages purchased. The passes allow cars to be parked within the specially designated area, in reserved zones near the Venue (unless otherwise stipulated by the authorities in charge of public order and security).

Annex A.2

PACKAGE TYPES 'SUITE'

1) 'SUITE 1' or 'SUITE 2' packages - Cost per suite, including 16 seats: € 90,000.00 + VAT.

The 'SUITE 1' or 'SUITE 2' package includes:

(a) a booklet of 240 (two hundred and forty) tickets valid to attend all matches scheduled between 12 and 19 November 2023 [of which 112 (one hundred and twelve) for the afternoon sessions, 112 (one hundred and twelve) for the evening sessions and 16 (sixteen) for the day of the final], inside a reserved suite, customised with the Customer's logo and where the following courtesy services may be enjoyed: (i) reserved entrance; (ii) dedicated *Welcome Are*; (iii) access to the suite with a reserved internal pathway; (iv) escort service to the seats by a hostess; (v) welcome service by means of a hostess; (vi) meal service, inside the suite, with a dedicated buffet, as well as drinks (soft drinks and alcoholic beverages) in open bar mode;

(b) 4 parking passes (1 for every 4 seats) within reserved parking areas. The passes allow the parking of cars within a specially designated area, in reserved zones located near the Venue (unless otherwise stipulated by the public order and safety authorities).

2) 'SUITE 3' or 'SUITE 4' packages - Cost per suite, including 14 or 16 seats: € 100,000.00 + VAT.

The 'SUITE 3' or 'SUITE 4' package includes:

(a) a booklet, for the 14 seat suite, of 210 (two hundred and ten) tickets valid to attend all matches scheduled between 12 and 19 November 2023 [of which 98 (ninety-eight) for the afternoon sessions, 98 (ninety-eight) for the evening sessions and 14 (fourteen) for the day of the final] or a booklet, for the 16 seat suite, of 240 (two hundred and forty) tickets valid to attend all matches scheduled between 12 and 19 November 2023 [of which 112 (one hundred and twelve) for the afternoon sessions, 112 (one hundred and twelve) for the evening sessions and 16 (sixteen) for the day of the final], inside a reserved suite, customised with the Customer's logo and where the following courtesy services may be enjoyed: (i) reserved entrance; (ii) dedicated *Welcome Are*; (iii) access to the suite with a reserved internal pathway; (iv) welcome and escort service to the seats by a hostess (v) meal service, inside the suite, with a dedicated buffet, as well as drinks (soft drinks and alcoholic beverages) in open bar mode;

(b) 4 parking passes within reserved parking areas. The passes allow the parking of cars within a specially designated area, in reserved zones located near the Venue (unless otherwise stipulated by the public order and safety authorities).

3) 'SUITE 5' or 'SUITE 6' packages - Cost per suite, including 14 or 16 seats: € 110,000.00 + VAT.

The 'SUITE 5' or 'SUITE 6' package includes:

(a) a booklet, for the 16 seat suite, of 240 (two hundred and forty) tickets valid to attend all matches scheduled between 12 and 19 November 2023 [of which 112 (one hundred and twelve) for the afternoon sessions, 112 (one hundred and twelve) for the evening sessions and 16 (sixteen) for the day of the final] or a booklet, for the 14 seat suite, of 210 (two hundred and ten) tickets valid to attend all matches scheduled between 12 and 19 November 2023 [of which 98 (ninety-eight) for the afternoon sessions, 98 (ninety-eight) for the evening sessions and 14 (fourteen) for the day of the final], inside a reserved suite, customised with the Customer's logo and where the following courtesy services may be enjoyed: (i) reserved entrance; (ii) dedicated *Welcome Are*; (iii) access to the suite with a reserved internal pathway; (iv) welcome and escort service to the seats by a hostess (v) meal service, inside the suite, with a dedicated buffet, as well as drinks (soft drinks and alcoholic beverages) in open bar mode;

(b) 4 parking passes within reserved parking areas. The passes allow the parking of cars within a specially designated area, in reserved zones located near the Venue (unless otherwise stipulated by the public order and safety authorities).

Annex B

GENERAL CONDITIONS FOR THE PURCHASE OF CORPORATE HOSPITALITY PACKAGES

1. These General Conditions, the Form and Annexes A.1 and A.2 containing the description of the 'Corporate Hospitality' packages form a single body of provisions (collectively, the "**Contract**") governing the sale of the 'Corporate Hospitality' Season Ticket packages for the 2023 edition of the Event, currently scheduled to take place from 12 to 19 November 2023 at the Venue.

Terms with a capital letter, unless otherwise defined, shall have the meaning given to them in Article 3.

2. The Contract shall also include: (i) the '*General Conditions for the sale and use of tickets and passes as well as for the access and stay inside the Venue*', adopted by the Italian Tennis and Padel Federation in its capacity as organiser of the Event, posted at the entrances of the Venue and published on the website <https://tickets.nittoatpfinals.com>. These General Conditions regulate the sale and use of Tickets as well as the access to the Venue and the stay of the Users inside the Venue, during the Event; (ii) the '*Privacy Policy*' in Annex C. In the event of any conflict between the Contract and the '*General Conditions for the sale and the use of tickets and passes as well as for the access and stay inside the Venue*' the provisions of the Contract shall prevail.

3. In the interpretation and application of these General Terms and Conditions, the following expressions shall have the meaning given to each of them:

Season Ticket: one of the 'Corporate Hospitality' packages described in Annexes A.1 and A.2, including tickets valid for access to the Venue, to attend the matches scheduled from 12 to 19 November 2023, as well as to use the services specific to each Package;

ATP: ATP Tour, Inc., the private entity under English law that operates the professional men's tennis circuit known as the '*ATP Tour*';

Ticket: the admission ticket, also in digital format, included in the Season Ticket, which allows the holder access to the Venue and the Tennis Court, as well as to attend the Matches, on the date and in the Session indicated on the ticket itself;

Wristband: the identification bracelet which, when issued together with the Ticket, allows the legitimate holder to access the reserved areas of the Venue and use the services provided in the Season Ticket;

Customer: the person who signed the Form;

Court: the tennis court located inside the Venue, where the Matches take place;

General terms and conditions: these general terms and conditions that are attached to the proposal for the purchase of 'Corporate Hospitality' packages;

Event: overall, the sporting event, established by the ATP and reserved for the best tennis players on the ATP Tour, currently known as the '*Nitto ATP Finals*';

Venue: the areas of the sports facility where the Event takes place and the areas adjacent or adjoining to it, to which the Customer may only have access if holding a Season Ticket or a Ticket;

Match: the single tennis match played as part of the Event;

Privacy Policy: the privacy policy provided pursuant to Article 13 of EU Regulation no. 679/2016 in Annex C;

Form: the form for purchasing a 'Corporate Hospitality' Package;

Organiser: The Italian Tennis and Padel Federation (also the "**FITP**"), to which the ATP has entrusted the organisation of the Event;

Session: the daytime or evening session of play within which, on each day of the Event, the Matches are respectively scheduled;

User: the natural person, even if not a Customer, who accesses the Venue legitimately holding a Ticket.

4. The signing of the Contract by the Customer shall be considered as an irrevocable proposal pursuant to and for the purposes of Article 1329 of the Civil Code, for a period of 7 (seven) working days from the receipt of the same by DAO S.p.A.. After this period, in the absence of an express rejection of the proposal by DAO S.p.A., the Contract shall be deemed concluded. The payment of advances by the Customer does not prevent DAO S.p.A. from rejecting the proposal, with the consequent obligation of DAO S.p.A. to refund. The proposal is made by the Customer for purposes related to his business, commercial, craft or professional activity, with the consequent inapplicability of the Legislative Decree no. 206/2005.

5. The Customer shall provide, upon signing the Contract and receiving the invoice, the full payment of the price indicated in the Form, by bank transfer to the bank account in the name of DAO S.p.A., opened at the

Banca Intesa San Paolo (IBAN: **IT83T0306905020100000066167**). DAO S.p.A. and the Customer agree as of now that the breach by the Customer of the obligation to provide for the full payment of the price at the time of signing the Contract is to be considered serious breach under Article 1455 of the Civil Code and allows DAO S.p.A. to terminate the Contract under Article 1456 of the Civil Code.

If the purchase price is higher than € 50,000.00, without prejudice to the procedures indicated in the preceding paragraph, the Customer may pay in two instalments: the first instalment for 80% of the price, at the time of the signing of the Contract by the Customer; the second instalment for the remaining 20% of the price, within the 60th day prior to the commencement date of the Event. DAO S.p.A. and the Customer agree that the Customer's breach of its obligation to pay even one of the two instalments within the fixed term is to be considered serious breach within the meaning of Article 1455 of the Civil Code and allows DAO S.p.A. to terminate the Contract pursuant to Article 1456 of the Civil Code. The provisions contained in this paragraph shall not apply if the Contract is signed by the Customer after the 60th day prior to the start of the Event.

6. In order to be admitted to and remain within the premises of the Venue, the Customer and/or User shall carry the Ticket or, where applicable, the Wristband with him. Subject to Articles 7, 8 and 9, each Ticket is valid only for the date, session and seat specified therein. If a Ticket is not used, it may not be replaced with another Ticket valid for a later date or session.

7. The Customer acknowledges and recognises that the Organiser reserves the right to cancel Tickets in cases where, for reasons not attributable to the Organiser (including, without limitations, compliance with provisions of public authorities, international sporting authorities or sporting authorities above the Organiser itself): *i/* none of the Matches will take place; *ii/* one or more Matches will take place without a public presence in the Venue; *iii/* the maximum capacity of the Venue is reduced, it being understood that, in such cases, the cancellation of Tickets exceeding the permitted capacity will take place, for each sector into which the Venue is divided, in the order in which they were purchased (starting from the last).

As a result of the cancellation, in the cases described in points *i/*, *ii/* and *iii/*, Customers holding Tickets cancelled by the Organiser will have the right to obtain from DAO S.p.A. exclusively the repayment of the amount paid in relation to the services not enjoyed; they will not, however, have the right to act against DAO S.p.A. for compensation for any damages suffered.

8. Where it is necessary for technical or organisational reasons or for reasons not attributable to the Organiser (including, without limitation, compliance with the provisions of public authorities, international sporting authorities or sporting authorities above the Organiser itself), DAO S.p.A. - on the instructions of the Organiser - reserves the right to assign seats or rows of seats other than those indicated in the Ticket booklet issued with the Season Ticket. In the event that it is not possible to assign a seat of an equivalent or higher category than that of the seat indicated in the Ticket issued with the Season Ticket, DAO S.p.A. will reimburse the Customer only the difference between the price of the Ticket purchased and the price of the replacement Ticket assigned, net of any pre-sales costs (set at 10% of the cost of the Season Ticket), without prejudice to the Customer's right to waive the use of the replacement Ticket assigned and to request DAO S.p.A. for full reimbursement of the price of the Ticket issued with the Season Ticket, net of any pre-sales costs (set at 10% of the cost of the Season Ticket).

9. Without prejudice to the provisions of Articles 7 and 8, the Customer is not entitled to a refund or replacement of the Season Ticket or individual tickets in the event that all or some of the Matches for which the Season Ticket was purchased are held, for technical and organisational reasons, at times or on days other than those initially scheduled. ATP has the right to designate athletes participating in the Event other than those initially entitled to do so, should they be unable to participate in the Matches due to injury or other impediments. In this case, the Customer shall not be entitled to a refund or replacement of the Season Ticket or individual Tickets.

10. Without prejudice to the provisions of Articles 7, 8, and 9 concerning the refund of the Season Ticket and/or the Ticket, and except in the case of fraud or gross negligence on the part of DAO S.p.A, DAO S.p.A. assumes no liability, for any reason whatsoever, for expenses and damages, direct or indirect, of any nature whatsoever, suffered by the Customer or the User in relation to the sale of Season Tickets, any changes to the time or days of matches, any failure to hold matches or the allocation of seats or rows of seats other than those indicated on the Ticket issued with the Season Ticket.

11. A Customer or User whose Ticket or Season Ticket has been stolen, lost, destroyed, deteriorated, or damaged in such a way as to be even partially illegible is not entitled to any refund or replacement, not even after filing a report of loss or theft. There is no refund of the price of Season Tickets purchased and not collected by Customers who, at the time of purchase, opted to collect them at the Venue.

12. The Ticket, the Season Ticket or, where applicable, the Wristband, must be shown at the request of the control personnel. Users without a Ticket or a Season Ticket, or with a Season Ticket or a Ticket that is damaged or deteriorated in such a way as to be even partially illegible, will be removed from the Venue. Users without a Wristband will not be allowed to access the reserved areas of the Venue and to use the services included in the Season Ticket.

13. Each Ticket is valid for access to the premises of the Venue only once; consequently, without the prior written consent of the Organiser, a User who has left the Venue will not be able to re-enter the Venue by presenting the same Ticket.

14. For security reasons, closed circuit television ('CCTV') cameras may be installed inside the Venue. The Organiser and its agents may also take video and photographic recordings of the Event. The Customer gives its consent, for itself and for the User, to be photographed, recorded, and filmed during the Event, by the Organiser or its agents, and to have its image and voice included in audio-visual footage (collectively, the '**Footage**') intended for transmission, including television, or broadcast on the Organiser's *social* channels. The Customer expressly authorises the Organiser, on its own behalf and on behalf of the User, to publish, disseminate and commercially exploit, by any means and for an unlimited period of time, his/her image and voice that may be included in the Footage, stating as of now, on its own behalf and on behalf of the User, that it has no claims in respect of the above-mentioned authorisation and to irrevocably waive any economic claim deriving from the dissemination and publication of his/her image and voice.

15. In addition to complying with these General Terms and Conditions, the Customer undertakes for himself and for the User to comply strictly with the instructions of the police, control personnel and technical staff of the Venue. The Customer undertakes to inform the User that he/she may be subjected to checks (on his/her person and/or on bags and wrappings or other objects carried with him/her) aimed at preventing the introduction of illegal, prohibited and/or dangerous materials inside the Venue.

In addition, the Customer undertakes, on his/her own behalf and on behalf of the User, to comply with the express provisions of the '*General Conditions for the sale and use of tickets and passes and for access to and stay inside the Venue*', adopted by the Organiser, posted at the entrances to the Venue and published on the <https://tickets.nittoatpfinals.com> website. Failure to comply with the obligations contained in this provision may result in the withdrawal of the Season Ticket or Ticket and, where applicable, the Wristband and the removal of the Customer (and/or User) from the Venue; in this case, the Customer (and/or User) will not be entitled to any refund or compensation. The Customer, in any case, assumes sole responsibility for the consequences of events attributable to him and/or the User occurring inside the Venue, damaging to DAO S.p.A., the Organiser or third parties, expressly exonerating and releasing DAO S.p.A. and FIT from any liability and any claims from third parties. By way of example only, the Customer undertakes to indemnify DAO S.p.A. and FIT from any and all prejudicial consequences arising from (i) breach by the Customer (and/or the User) of its obligations under these General Conditions; (ii) infringement of the rights and interests of third parties, for which the Customer (and/or the User) is responsible when accessing and remaining at the Venue; (iii) violation by the Customer (and/or the User) of laws, regulations, or measures of public authority when accessing and remaining at the Venue.

16. Personal data (such as name, surname, date of birth, e-mail address, tax code, country of residence) provided by the Customer when completing the Form and purchasing the Season Ticket must be true, accurate, current, and complete.

DAO S.p.A. shall process the Customer's personal data in accordance with the provisions of Legislative Decree no. 196/2003, as well as EU Regulation 2016/679, exclusively for purposes related to the establishment and management of this Contract. Without prejudice to the preceding provisions of this section, the Customer acknowledges and accepts that DAO S.p.A. has the right to provide Customer's personal data to the Organiser so that, after the conclusion of the Event, it may invite the Customer by email to complete a questionnaire aimed at collecting and analysing all the data necessary to detect the overall satisfaction index related to the Event. The processing of the Customer's personal data may also be conducted by means of automated tools designed to store, manage, and transmit the data.

17. The Customer (and the User) is expressly forbidden to resell to third parties the Season Tickets and Tickets purchased, unless such resale has been authorised in advance, in writing, by DAO S.p.A. with prior written agreement with the Organiser.

The Customer undertakes, for himself and for the User, not to use the Season Tickets and Tickets as prizes in lotteries, contests, or other competitions, nor to include them in commercial or promotional initiatives (such as, for example, tourist packages), unless such use has been authorised in advance, in writing, by DAO S.p.A. in agreement with the Organiser.

DAO S.p.A. and the Customer agree that the breach of the obligations described in this Article 17 shall be considered serious breach within the meaning of Article 1455 of the Civil Code and will allow DAO S.p.A. to terminate the Contract pursuant to Article 1456 of the Civil Code.

18. For safety reasons and in application of Law Decree no. 28/2003 (containing “*Urgent provisions to counteract the phenomena of violence during sports competitions*”), converted into law with amendments by Law no. 88/2003, and subsequent amendments and supplements, it is prohibited to bring the following objects into the Venue: *(i)* weapons of any kind, scissors, stones, knives, sound instruments, systems for the emission of light rays (such as, for example, laser pointers), bullets, rigid coolers, long-handled umbrellas or other bulky tools; *(ii)* marbles, tin cans, glass objects such as bottles, glasses, mugs and any other breakable objects capable of causing injury to oneself or others; *(iii)* highly flammable substances and pyrotechnics such as fireworks, flares, rockets, powders, aerosol dispensers and other devices for emitting smoke or visible gas; *(iv)* spray cans, substances which are corrosive, defiling or which could in any way harm the health of other persons present at the Venue; *(v)* alcoholic beverages, drugs, poisons or stimulants; *(vi)* advertising items, except with the prior written permission of The Organiser; *(vii)* propaganda materials with racist, xenophobic, Nazi, sexist or politically motivated slogans; *(viii)* poles for flags or banners; however, flexible poles made of synthetic material and so-called “two-pole flags” not exceeding one metre in length and with a pole diameter of not more than one centimetre are permitted; *(ix)* folding stools or chairs. It is also forbidden to bring animals into the Venue, with the sole exception of guide dogs for the blind. Pursuant to above-mentioned Law Decree no. 28/2003, converted into law with amendments by Law no. 88/2003, and subsequent amendments and supplements, the unauthorised sale of season tickets and tickets is prohibited. In particular, pursuant to Article 1-sexies of the cited Law Decree no. 28/2003, “*anyone who, not belonging to the specifically appointed companies, sells tickets for access to the places where the sports event takes place or to those involved in the parking, transit, or transport of those who participate or assist in the event, shall be punished with a pecuniary administrative sanction from 2,500 to 10,000 Euros. The sanction may be increased up to half of the maximum for the offender who sells or offers for sale tickets for access at a higher price than the one charged by the company specifically appointed for the marketing of the coupons.*” The same prohibition also applies to the sale of season tickets and tickets via digital platforms. The prohibition and the provisions of Article 6, paragraphs 1, 1-bis and 2 of Law no. 401/1989, as amended and supplemented, may be applied to the offender.

19. DAO S.p.A. reserves the right to modify these Terms and Conditions, providing to give notice thereof by means of a specific notice published on the website DAOSPA.EU and to inform by e-mail. The amendments will be effective from the moment of such publication or from the different date specified in the notice. Changes resulting from legislation or governmental requirements will take effect irrespective of the publication of the notice on the DAOSPA.EU website.

20. These General Conditions are subject to the application of Italian law. Any dispute between the Customer and DAO S.p.A. relating to the purchase and use of the Season Tickets as well as the access and stay of the Customer (and/or the User) within the Venue shall be devolved to the exclusive jurisdiction of the Court of Rome, with the express exclusion of any other courts that may have jurisdiction.

Date _____

The Customer _____

Approval of clauses pursuant to Articles 1341 and 1342 of the Italian Civil Code.

The Customer declares that he/she specifically approves, also pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following provisions: 5 (Payment of the price); 7 (Cancellation of Tickets); 8 (Replacement of seats); 9 (Failure to refund or replace Tickets and Season Tickets); 10 (Damages suffered by the Customer); 14 (Consent to be photographed, recorded, and filmed); 16 (Personal Data); 17 (Prohibition of resale of Season Tickets and Tickets to third parties); 20 (Applicable law and competent court).

Date _____

The Customer _____

Annex C

Privacy policy in accordance with Article 13 of Regulation (EU) 2016/679.

For the purposes of this Privacy Policy, '*personal data*' shall mean all information concerning a natural person of which the Data Processor, DAO S.p.A, has become aware of by reason of the signing of the Form for the purchase of '*Corporate Hospitality*' season ticket packages (the '**Form**'), which together with the General Conditions collectively constitute the '**Contract**', for the 2023 edition of the 'Nitto ATP Finals' event currently scheduled from 12 to 19 November 2023 at the 'PalaAlpitour' venue in Turin, organised by the Italian Tennis and Padel Federation (the '**FITP**').

1. Data Controller and Data Protection Officer

The data controller is the FITP, with registered office in Rome, Stadio Olimpico – Curva Nord – Ingresso 44 Scala G, [00135], VAT no. 01379601006 and Tax Code 05244400585.

The FITP has appointed a *Data Protection Officer*, who can be reached at the address given in point 1 or by certified email at dpo@pec.federtennis.it.

2. Purpose of personal data processing.

Personal data are those provided by the Customer when filling in the Form. These data will be processed for:

- A)** purposes relating to the establishment and management of the Contract and in particular to enable the Customer to purchase a Corporate Hospitality Package. The legal basis for this processing is the performance of a contract to which the Customer is a party;
- B)** enabling the FITP to provide the Customer with constantly updated news on its activities and promotions, by sending – through both traditional and fully automated contact systems, such as, purely by way of example, through the use of your e-mail address – advertising material and/or communications and information of a commercial and direct marketing nature on its services and products, relevant offers, discounts and any other promotional and loyalty initiatives adopted, as well as to enable it to send the Customer a newsletter aimed at allowing the Customer to benefit from the possibility of purchasing tickets with priority over other users. The legal basis for this processing is the express consent to the processing by the Customer;
- C)** allowing the FITP to keep the Customer up-to-date on promotions that may be of interest to him/her, by sending – through both traditional and fully automated contact systems, such as, purely by way of example, through the use of your e-mail address – advertising material and/or communications and information of a commercial and indirect marketing nature on services and products, relating to offers, discounts and any other promotional and loyalty initiatives adopted by its commercial partners.

The FITP's business partners belong to the following categories of goods: consumer electronics, miscellaneous materials (including tapes, vinyl, LCDs); banking, financial intermediation and insurance; air and tram transport, packaging, shipping and logistics; coffee and machines for its preparation; casual, formal and sports clothing; spectacles and sunglasses; two- and four-wheel vehicles; watches, smartwatches and other timekeeping instruments; telecommunication; water; wines; spirits; soft and energy drinks; balls, tennis and padel rackets and other related accessories; energy and other utilities (including electricity and gas); travel arrangements; IT, digital transformation, computing and cloud computing; snacks and dried fruits; sanitizers; betting; video games; education; entertainment (including television and linear and on-demand video services). The legal basis for this processing is the Customer's express consent to the processing.

3. Disclosure of personal data.

The provision of the personal data referred to in point 2.A is compulsory, otherwise it will not be possible to establish and manage the Contract. The provision of the personal data referred to in points 2.B and 2.C is optional.

4. Retention of personal data.

The personal data provided by the Customer, processed for the purposes set out in paragraph 2A, shall be retained for the duration of the Contract and, thereafter, for 10 years from the completion of the provision of the Contract services, as required by applicable legal obligations. The personal data provided by the Customer, processed for the purposes indicated in paragraphs 2B and 2C, will be retained for 24 months and then deleted.

5. Recipients of personal data.

Your personal data may be communicated: (i) to professional firms (by way of example) if this is instrumental to the proper performance of contractual obligations; (ii) to judicial or administrative authorities, where necessary; (iii) subjects that perform, within the borders of the European Union, in total autonomy, as separate data controllers, or as data processors, purposes ancillary to the activities and services referred to in paragraph 3, i.e. companies offering ticket purchase services, postal services and home delivery agencies, companies offering advertising, marketing and communication services, companies offering IT infrastructure and IT assistance and consulting services as well as design and implementation of software and websites. In addition, the FITP's employees may also become aware of the Customer's personal data, provided they are previously designated as authorised persons or System Administrators.

6. Transfer of Personal Data to Third Countries and Automated Decision-Making Processes

Only in case of a request to send the newsletter, the Data Controller will transfer your personal data to third countries outside the European Union, including the United States of America, for the purpose of managing this service. Such transfer is always subject to adequate and suitable safeguards.

The Data Controller does not intend to use automated decision-making processes.

7. Rights of the Customer.

The Customer, where applicable, has the right to request: access to personal data; rectification of inaccurate data or integration of incomplete data; erasure of personal data concerning him/her; restriction of the processing of personal data; portability of data in a structured, machine-readable format, including for the purpose of communicating such data to another data controller or processor; objection to the processing of personal data concerning him/her; revocation of consent given. The Customer has also the right to lodge a complaint with a competent authority, including the Data Protection Authority.

Having read the Privacy Policy, the undersigned expressly and freely

☐ CONSENTS ☐ DOES NOT CONSENT

the processing of his/her personal data for the purposes set out in point 2.B, including to enable the FITP to send newsletters, commercial, promotional and direct marketing communications through fully automated systems, such as the use of email, SMS or *push* notifications.

☐ CONSENTS ☐ DOES NOT CONSENT

the processing of his/her personal data for the purposes set out in point 2.C, including those aimed at enabling the FITP to send advertising material and/or communications and information of a commercial and indirect marketing nature on services and products, relating to offers, discounts and any other promotional and loyalty initiatives adopted by its commercial partners.

Signature
