"Major Cities of Europe - IT Users Group" e.V. – (hereinafter MCE), VAT DE253228347, Postbox 31 01 24 D - 27537 Bremerhaven, represented by its President Giorgio Prister

and

City of Florence, legal site Palazzo Vecchio - Piazza della Signoria - 50122, Firenze, VAT number: 01307110484 represented by Alessandra Barbieri – Manager of Fundraising and National Operational Programme for Metropolitan Cities Office hereinafter: CO-EXHIBITOR

hereinafter collectively referred to as the Parties

concluded, on , the following

AGREEMENT FOR CO-EXHIBITION at the SMART CITY EXPO WORLD CONGRESS IN BARCELONA – 15/17 November 2022 ('Agreement')

Introductory Provisions Article 1

- (1) By this Agreement, the Parties regulate their mutual rights and obligations in connection with the co-exhibition of the EU project USER-CHI at the SMART CITY EXPO WORLD CONGRESS IN BARCELONA, November 15-17, 2022 (hereinafter: SCEWC2022).
- (2) The person responsible for the performance of this Agreement on behalf of MCE is Giorgio Prister, President.
 The person responsible for the performance of this Agreement on the part of the CO-EXHIBITOR is Alessandra Barbieri

Subject Matter and Term of the Agreement Article 2

- (1) The subject matter of this Agreement is the CO-EXHIBITOR participation at SCEWC 2022 in the booth of MCE.
- (2) The Parties hereby conclude this Agreement, in terms of the support from MCE to the participation by the CO-EXHIBITOR at SCEWC 2022.

Rights and Obligations of the Parties Article 3

- (1) MCE hereby undertakes to enable the following elements:
 - Furniture (desk, circular table and 3 chairs)
 - LED Lighting and electric panel
 - Shell scheme, aluminum walls
 - Brand customization of frieze and walls (design provided by CO-EXHIBITOR according to the technical information to be provided by MCE)
 - ► CO-EXHIBITOR visibility in SCEWC2022 exhibitors' databases and lists
 - ➢ 2 Congress passes
 - ➢ 6 Expo passes
 - ➢ 2 Exhibitor passes

(2) The CO-EXHIBITOR undertakes to pay for the above defined elements provided by MCE the amount of € 5000

The amount is to the be credited to the MCE banking account:

Major Cities of Europe Account Nr. 1883470 BLZ 29250000 – Elbe-Weser Sparkasse BIC BRLADE21BRS IBAN DE23 2925 0000 0001 8834 70

- The CO-EXHIBITOR signs the agreement indicatively by October 7, 2022 and in any case following the approval of the agreement
- The payment shall be credited, after receiving the invoice to be sent after the approval of the agreement expected by October 7, 2022. The payment should be done within October 30, 2022 or, at last, within 30 days of the receiving the invoice according to the european law. In case of non-payment within this deadline, the agreement will be terminated, the penalty payment applicable will be 100% of the total final invoice.
- In consideration that MCE is based in Germany, co-exhibitors resident in another EU country will be invoiced by zero VAT by applying the cross EU reverse charge mechanism.
- (3) The CO-EXHIBITOR undertakes to respect the "GENERAL CONDITIONS" of the "PARTICIPATION CONTRACT WITH ALLOCATION OF STAND SPACE" signed by MCE with the organization of the SCEWC2022.
- (4) The CO-EXHIBITOR can rent other equipment and services, at own expenses, directly via the store of the SCEWC2022 (firabarcelona.com)

FINAL PROVISIONS Article 4

- (1) The Parties agree that any disputes arising from this Agreement shall be resolved amicably and where this is impossible, the Parties agree on the competence of the court having subject-matter jurisdiction in Bremen, Germany.
- (2) This agreement is made by the 2 (two) counterparts, 1 (one) copy of the agreement for each Party hereto.
- (3) As a sign of agreement and acceptance of the rights and obligations arising from this agreement, the Parties set their hands hereto.

On behalf of Major Cities of Europe

Date of subscription

For City of Florence