

Schedule B

Country Schedule – Italy

1. About this Country Schedule

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

2. Governing law and dispute resolution

- 2.1. The Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the Italian Republic, without giving effect to any conflicts of laws principles.

Any dispute arising out of, relating to, or in connection with the Agreement and any document related thereto, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, shall be resolved by arbitration under the Rules of the Milan Chamber of Arbitration in effect at the time of the arbitration (the “**Rules**”), unless the Client is a consumer, in which case, any dispute arising out of, relating to, or in connection with the Agreement and any document related thereto, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, shall be resolved by the competent Court of the place where the Client has his/her residence.

The arbitration shall be conducted by a sole arbitrator named in accordance with the Rules. The seat of the arbitration shall be Milan, Italy and it shall be conducted in the Italian language.

The arbitrators shall decide the disputes in accordance with the substantive laws of the Republic of Italy, without regard to conflicts of law rules. The parties hereby agree that any awards rendered by the arbitrators may be appealed for violations concerning the merits of the dispute pursuant to Article 829(3) of the Italian Code of Civil Procedure (“*impugnazione per violazione delle regole di diritto relative al merito della controversia*”).

The courts of Milan (Italy) shall have exclusive jurisdiction over any dispute which cannot be referred to arbitration.

3. Other Adjustments Required by Local Law

- 3.1. The EU Mandatory Disclosure Rules, introduced pursuant to EU Directive 2018/822 (DAC 6) of 25 May 2018, has been implemented in Italy through Legislative Decree No. 100 of 30 July 2020, which entered into force on 26 August 2020. Further implementing measures were introduced through the Ministerial Decree of 17 November 2020. DAC 6 may require Vialto to report details of certain arrangements entered into by Client to a tax authority in the EU. To be reportable, the arrangement must be cross-border, involving an EU Member State, and have certain hallmarks. Galaxy will liaise with Client if Vialto considers the rules apply to Client’s matter.
- 3.2. **Moral rights.** Section 6 shall be without prejudice to moral rights (*diritti morali*) of authors and inventors under mandatory provisions of applicable Italian laws.

3.3. **Acceptance of Terms**

Pursuant to - and for the purposes of - Article 1341 of the Italian Civil Code and Article 1342 of the Italian Civil Code, Client Signatory expressly and specifically approves the following clauses of the Agreement:

Section 1.4 (*Services*), Section 1.8 (*Monitoring/Changes*), Section 4.1 (*Confidential Information*), Section 6.2 (*Digital Tools, particularly for the Vialto's limitations of liability*), Section 7 (*Liability*), Section 8 (*Subcontracting*), Section 9 (*Termination*), Section 10 (*Dispute Resolution*), Section 11.2 (*Force Majeure*).

[Client's signature box]