

With this private contract drawn up in duplicate,

between

Zètema Progetto Cultura s.r.l. with main office in Rome, Via A. Benigni, 59 postal code 00156, Tel. 06.82077.1, Fax 06.82077105, tax code and V.A.T. registration no. 05625051007, in the person of Mr. Remo Tagliacozzo, in his capacity as Managing Director, for this purpose delegated by the Board of Directors held on 29/09/2017, hereinafter referred to as the “**manager**”:

and

The Company (corporate name)

Located at postal code

City..... Province.....

Country.....

Tel. Fax

E-mail

Tax code and V.A.T. registration no.

In the person of in his/her office as, hereinafter the

“**distributor**”:

The following is hereby executed and agreed:

Art. 1 – Purpose of the agreement

The purpose of the agreement is the participation by the “Distributor” in the performance of the activity of distributing, promoting, and selling to the public the Roma Pass 48hours and Roma Pass 72hours cards, for whose management Zètema Progetto Cultura s.r.l. is responsible, in accordance with the procedures defined hereunder:

Roma Pass 48hours card

Roma Pass 48hours is an integrated museums/public transportation ticket, valid for 48 hours after first use. Roma Pass 48hours comes in a sealed and numbered kit, with:

- **Roma Pass 48hours:** card to access museums and urban public transportation;
- **Roma Map:** map indicating tourist information points, metro stations, museums/sites.

Without prejudice to the fact that the face value of the Roma Pass 48hours Card is subject to possible price variations depending on Roma Capitale, the card is currently available in the **€ 28.00 (twenty-eight/00 euros) Roma Pass 48hours** version.

Roma Pass 72hours card

Roma Pass 72hours is an integrated museums/public transportation ticket, valid for 72hours after first use. Roma Pass 72hours comes in a sealed and numbered kit, with:

- **Roma Pass 72hours:** card to access museums and urban public transportation;
- **Roma Map:** map indicating tourist information points, metro stations, museums/sites.
- **Roma Pass Guide:** list of participating museums/sites and of all the Roma Pass partners that offer discounts to cardholders.



Zètema Progetto Cultura s.r.l. a socio unico
via A. Benigni, 59 - 00156 Roma
tel. +39 06 82077.1
fax +39 06 82077105
www.zetema.it

Partita IVA - Codice Fiscale
Registro Imprese di Roma
n. 05625051007
Capitale Sociale i.v. euro 2.822.250
R.E.A. di Roma n. 911475



Without prejudice to the fact that the face value of the Card Roma Pass 72hours is subject to possible price variations depending on Roma Capitale, the card is currently available in the **€ 38.50 (thirty-eight/50 euros) Roma Pass 72hours** version.

Registration procedure

At the moment of execution of the aforementioned agreement, Zètema shall see to enabling the Distributor to purchase the cards. Towards this end, the Distributor shall receive an e-mail containing the assigned username and password. These shall be used to access the area reserved for tour operators on the www.romapass.it website.

Once access is made, the Distributor may place the order. For each order, the Distributor may purchase up to a maximum of 50 Roma Pass, Roma Pass 72hours, and Roma Pass 48hours cards.

Art. 2 – Procedure for purchasing and paying for the cards

The online procedure for purchasing Roma Pass 48hours and Roma Pass 72hours cards shall comprise the following steps:

1. **Selecting the cards:** the Distributor shall select the type and number of cards it wishes to purchase; the displayed price is net of the payment for the distribution service indicated below.
2. **Purchase summary:** the Distributor will be able to verify that the data entered in the previous display are correct.
3. **Pick-up procedure:** the Distributor shall select the date scheduled for pick-up by the final user and the chosen location for picking up the cards. The pick-up date shall be at least one day after the purchase date, and may not exceed the limit of validity of the Roma Pass, currently established, for the year 2018, as:
 - i. 30 December for Roma Pass 48 hours
 - ii. 30 December for Roma Pass 72 hours
4. **Entering personal data:** the Distributor shall enter the personal data **of the final user**; these data are necessary for picking up the cards. The data shall correspond to the person picking up the cards. At the time of delivery, an identity document shall be required. The e-mail address to be entered is that of the final user: the confirmation e-mail will not show the purchase price reserved for the Distributor, but only the data regarding the pick-up of the purchased cards.
5. **Regulation:** the Distributor shall select acceptance of the purchase regulations, after which it may continue with the purchase.
6. **Confirmation:** the Distributor shall verify that all the reported data are exact, and shall click on the “Make Payment” button to be switched over to the Bankpass Web safe server.
7. **Payment:** the Distributor shall select the type of credit card (corporate card) with which to make payment; in the subsequent display, it shall enter the card number and expiration date, then clicking on the “Confirm” button to complete the purchase. Any **requests for an invoice** shall be e-mailed to prenotazioni@romapass.it, stating company name and VAT registration number, and the order number specifying the date and number of cards purchased. The purchase price excludes the application of VAT pursuant to art. 2 of the Decree of the President of the Republic no. 633/72 and subsequent modifications and supplements; the invoice shall thus be issued by Zètema in “outside the VAT field” mode. **With regard to the invoice request**, please note that it should be sent within the month of competence. The Invoice requests will be processed and issued by our Administrative Offices by the end of the following month. Therefore, please do not send any late and/or cumulative requests, relating to months prior to the one for which you are referring to as in this case we can't guarantee the issuance within the time indicated above.
8. **Pick-up code:** at the end of the payment procedure, the pick-up code shall appear, which the final user shall provide to the personnel at the pick-up point, along with his or her own identification document, in order to take possession of the purchased cards. A confirmation e-mail shall be sent to the Distributor and to the final user.

Payments for the distribution service

The cards shall be provided by Zètema Progetto Cultura s.r.l with advance prepayment thereof by **corporate credit card**. As compensation for the distribution service, the Distributor shall be paid the sum of **€ 2.00** (two/00 euros) for each card sold. Payment shall be made, as described above, when placing the order. Therefore, the purchase price guaranteed for the Distributor shall be:

- Roma Pass 48hours: **€ 26.00** (twenty-six/00 euros)
- Roma Pass 72hours: **€ 36.50** (thirty-six/50 euros)

The Distributor shall bear exclusive responsibility for entering the takings from distribution payments in the books for tax purposes.

Any modifications to the Cards' face value shall be made known to the Distributor in writing, and shall be in effect starting from the date indicated by the operator.

Art. 3 Procedure for the final user's pick-up of the cards



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The final user shall, on the day indicated at the time of purchase, visit the selected pick-up location (participating tourist information points). He or she shall furnish the pick-up code to the personnel on duty at the pick-up location, showing an identity document and signing a delivery receipt. Should the person picking up the Roma Pass 72hours and/or the Roma Pass 48hours be someone other than the person indicated at the time of the online purchase, the Distributor shall e-mail info@romapass.it, at least 3 days prior to the scheduled pick-up date, to indicate the name of the new person assigned to this purpose, who shall show his or her own identity document at the time of pick-up, as it is a personal card. Roma Pass cards purchased online shall be available for pick-up at the indicated pick-up location for a maximum of 6 months after the date indicated at the time of purchase. After that date, should pick-up not take place, the purchase shall be considered annulled; **there is no refund for cards purchased and not picked up.**

The Distributor shall inform the final user of the card pick-up procedure described above.

Zètema Progetto Cultura s.r.l. declines all liability with regard to any problems of access by users to the Roma Pass circuit's websites due to natural events, technical failures, and malfunction of the access management software, and regarding the Distributor's failure to make known any free offers and/or reductions for age and/or nationality and/or professional categories. The Distributor is therefore required to consult the Roma Pass website at <http://www.romapass.it/doc/NormativeITA.pdf>, where this information is available.

Art. 4 – Privacy disclosure

Pursuant to article 13 of Legislative Decree no. 196/03, Zètema Progetto Cultura s.r.l. shall see to the processing of the data furnished by the Distributor in compliance with the regulations governing the protection of the processing of personal data. The acquired data are used exclusively by Zètema Progetto Cultura s.r.l. for the purposes closely connected herewith, with regard to the activities related to the distribution and presale of the tourism card. The data controller is Zètema Progetto Cultura s.r.l. The data shall be kept in the hardcopy and computer archive, and shall not be subject to communication or disclosure to third parties. In compliance with the provisions of the aforementioned Legislative Decree no. 196/03, the Distributor may at any time exercise its right to be informed of, update, and erase its data and to object to the use thereof if they have been processed unlawfully.

Art. 5 – Duration

This agreement shall be in force from its execution until 31 December 2018, without prejudice to Zètema's right to extend it, upon notification to be sent to the Contracting party prior to the expiration of the agreed-upon deadline. During the validity hereof, upon notification made to the Contracting party, Zètema may vary the mode of operation of sale of the products indicated in art. 1 – Purpose.

Art. 6 – Final provisions

In the event of failure to comply with the provisions of articles 1 and 3 hereabove, Zètema may, at its undisputed discretion, apply a penalty equal to double the face value of all the sold cards – starting from the date of execution hereof and until the time of discovery of the default – without prejudice to the right to claim damages and terminate the contract. Each of the parties is entitled to withdraw herefrom, at any time of performance hereof, should it choose to no longer render the services that are the object hereof, upon written notification to be received by the other party with 30 days' advance notice. Termination is declared without advance notice or placement in arrears, by registered letter with return receipt requested and without prejudice to the power of both parties to bring suit for any damages.

At, on

For Zètema Progetto Cultura s.r.l.
Seal and signature

For the Distributor
Seal and signature

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