

CONTRACT TERMS FOR PARTICIPATION IN TRAINING COURSES ORGANIZED by CAST ALIMENTI (effective from 15 March 2019)

1. VENUE

The training will take place at the headquarters of Brescia, via Serenissima # 5, unless otherwise provided for in the programmes of course.

2. FINALIZATION OF REGISTRATION FOR COURSES

For the completion of the enrollment to the courses it is necessary for CAST Alimenti to receive regular documentation (indicated below), and for the payments to CAST Alimenti (indicated below), CAST Alimenti expresses its consent to the registration, which is remitted to the total discretion of CAST Alimenti.

The documentation required is as follows:

- registration form duly completed (via an online procedure from the website www.castalimenti.it or, alternatively, a different method identified jointly)
- payment to CAST Alimenti of the registration fee or in any case of a deposit of 30%
- copy of the identity card
- copy of the tax code
- copy of any residence permit / entry visa to Italy
- curriculum vitae with photo ID of the candidate

In the absence of assent, the enrollment courses is not considered to be perfected; in which case we will proceed as set forth in section 5 relating to the return or use the registration fee paid. CAST Alimenti reserves the right to evaluate submissions in its sole discretion of stakeholders through appropriate preventive talks.

In any case, courses enrollments are programmed number at the absolute discretion of CAST Alimenti. The activation of the courses is left to the total discretion of CAST Alimenti.

3. REGISTRATION FEE

Course prices are specified in the relative course sheet (or in the specific offer to the client) and are 22% VAT EXCLUDED. Prices include what is expressly indicated in the relative course sheet. A regular invoice will be issued.

The duration of the courses is indicated in working days.

No refund is provided in case of absence / withdrawal from the course, for any reason.

4. METHOD OF PAYMENT

The payment of the balance or the down payment can be made:

- By credit card through the site
- By bank transfer on the following banks (important: always indicate, the reason, the participant's name and the title of the course):

BCC AGROBRESCIANO-IBAN IT58X0857511205000000240042 SWIFT: – for transfers from abroad)

BANCA SELLA: – IBAN IT02V0326811200052485509730 – BIC (for transfers from abroad):
SELBIT2BXXX

• By postal order made payable to: CAST Alimenti srl, Via Serenissima, 5-25135 Brescia5.
Payments must be in euros without bank charges charged to CAST Alimenti.

5. SCHEDULE CHANGES

Cancellation/changes course

- CAST Alimenti reserves the right to cancel the courses programmed by giving notice to subscribers in the week earlier than expected for the start of training activity. In that case will be fully refunded the fee paid.
- CAST Alimenti reserves the right to modify the program and teachers previously or during the course itself, giving timely notice.

6. WITHDRAWAL OF A MEMBER

* In the case of cancellation less than one month's notice, the entry fee paid will not be refunded and cannot be used for other courses.

* In the case of cancellation, with less than a week's notice or a course which has already begun, by the will of the user, however, the full amount is due and no refund is provided, even partial.

* Once you sign up for an issue you cannot move.

* **No refund in case of absence/withdrawal from the course for any reason.**

7. PARTICIPATION IN THE COURSE AND EXTERNAL INTERNSHIPS

At any time CAST Alimenti may require to the member any document deemed useful to verify eligibility to take the course and traineeships.

CAST Alimenti may deny access to external training course when:

- evaluate learning minimum targets that were not met;
- the Subscriber is not in good standing with the payment of the registration fee;
- Members will not have attended at least 80% of the total number of hours of the course.

The assignment of the place of training is established by CAST Alimenti based on organizational choices and availability of host parties.

Renunciation or interruption to the internship does not imply by CAST Alimenti a refund than the registration fee or the obligation to identify a second location of activation.

Room and Board and travel expenses during the internship period are the responsibility of the user.

8. RESPONSIBILITY OF PARTICIPANTS

The participant undertakes to pay the entire fee for participation in the course (except for the courses covered and funded by scholarships).

* For specialized courses, and for other practical trainings (evening classes, course first steps in pastry course first steps in the kitchen, basic course in chocolate and practical courses) payment must be made before the commencement of the activities;

* For higher education courses, in addition to payment of the application context, the balance

must be paid according to the schedule defined in the payment schedule provided at registration. Course participants are personally liable for any damage incurred to the structure, to the

classrooms, teaching aids, equipment, people, and anything else present on the premises of CAST Alimenti.

Participants at the start of the course, are also required to comply with the national legislation (signing registers, formative Pact, having read the prevention measures/protection in the use of machinery and equipment provided in the training program, as well as the procedures to implement the contingency plan in CAST Alimenti, etc.).

The courses of engineering disciplines will participate wearing work clothes and prescribed DPI provided by law (eg: complete professional uniform and shoes).

In accordance with the provisions of P.r.decree 1124/1965 students are insured against accidents and m.p. at the INAIL in Brescia.

9. MINORS

Underage students, limited to courses that can be accessed, are required to report their minority at registration and comply with requests for documentation to integrate (permissions parents, etc.)

10. RELEASE CONDITIONS CERTIFICATE

At the end of the course a certificate of attendance will be issued to participants in good standing with the administrative status and who have attended at least 80% of the total number of hours of activity.

11. APPLICABLE LAW AND DISPUTES

This contract is subject to Italian law, and shall be construed, enforced and performed in accordance with these laws.

Any dispute arising regarding the validity, interpretation, performance, termination of this agreement or otherwise related to it, will be transferred to Italian jurisdiction and the exclusive jurisdiction of the Court of Brescia to the exclusion of any other court.

Annex "A) Additional clauses course responsible for the Organization of food production"

1. EXTERNAL EVENTS

CAST Alimenti within the training involves participation at events. Participants will receive a flat fee for all events within the year of training, equal to euro 600 (six hundred), in accordance with the law.

2. VENUE

The venue of the elective subjects cannot be identified only in Brescia, via Serenissima 5, being also provided buying activity related to the supply and external events.

* I accept the contractual clauses relating to registration and participation to the course

* In accordance with article 1341 of the civil code are specifically approved the clauses contained in articles 3 - Registration fee, 5 - Schedule changes, 6 - Withdrawal, 7- Course and external traineeships, 11- Applicable law and disputes



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R.E.A. n. 368137

Cap. Soc. € 96.900,00 i.v.

castalimenti.it



castimpresa.it



Information pursuant to art. 13 of the European Regulation n. 2016/679 (c.d. GDPR) and consent to the processing of personal data.

C.A.S.T. Alimenti S.r.l, based in Brescia via Serenissima n. 5, tax code, VAT number and registration number in the register of companies in Brescia, 03377040179 registration number REA 368137, in its capacity as Data Controller, informs you that EU Regulation no. 2016/679 (c.d. GDPR) regulates the protection of personal data.

C.A.S.T. Alimenti is responsible for the processing of data to the principles of correctness, lawfulness, transparency and necessity, as required by the quoted legislation.

To this end, pursuant to art. 13 of the GDPR, we provide you with the following information:

1. Purpose of the processing. The personal data supplied by you, among which include, among others, your e-mail address, as well as your image, which can be acquired with a passport photo during the registration request for courses, or by means of photographs or videos during the completion of the courses or at the end of the courses individually or together with that of other people in contexts concerning the activities of CAST Alimenti S.r.l. (example, photos of processing steps, end group photographs, etc ...) are treated by C.A.S.T. Alimenti S.r.l., Data Controller, exclusively for the following purposes:

- a) for the training activities, for the organization of the courses and for any other operation connected to the training, (registration of participants, reception and assistance, teaching orientation, certificate issue, location identification for the possible internship, etc ...);
- b) for the planning of future educational events organized by CAST Alimenti S.r.l.;
- c) for marketing and commercial and promotional communications concerning the services of C.A.S.T. Alimenti S.r.l. Communications relating to marketing activities may take place through the use of traditional methods (eg: paper mail, telephone calls) and telematics (eg: e-mail).

The conferment of consent for the purposes referred to in point 1 lett. a) and b) is mandatory and the related processing can be carried out without the consent of the interested party. Failure to provide the data will make it impossible for us to fulfill and comply with the commitments made and arising from existing contractual and pre-contractual relationships.

The conferment for the purposes referred to in point 1 lett. c) is optional and must be provided in accordance with the procedures set out in art. 7 of the GDPR.

2. Processing methods. We inform you that your personal data will be recorded on electronic databases owned by C.A.S.T. Alimenti S.r.l.

The treatment for marketing purposes and for commercial and promotional communications will be through traditional tools (paper mail) and through the use of remote communication techniques, such as telephone, even without operator, email, mms, sms.

3. Recipients of the treatment. We inform you from now on that, in case of admission to the course, and for any subsequent internship, the personal data you have provided, including the personal e-mail address and its image, can be communicated and transferred to the following categories of subjects:

- a) INAIL, other competent public bodies and insurance companies operating in the sector, to fulfill legal obligations;
- b) to third parties to comply with legal obligations, to comply with orders from public authorities entitled to that, to assert or defend a right in court.
- c) to the masters, and to the members of the possible examination committee, as well as to the "host subjects" or interested in being such (pastry shops, gelato shops, various catering companies, operators in general in the food and beverage sector, etc ...), as part of the execution of the contract with you in place;
- d) to third parties (other students, sponsors) unrelated to C.A.S.T. Alimenti S.r.l. for activities related to their own purposes (advertising and marketing activities). These subjects will process your personal data as independent data controllers. You will be able to know the list of the quoted subjects, by contacting their controller, who will be promptly indicated at his simple request to C.A.S.T. Alimenti S.r.l.

The conferment of consent for the categories of recipients referred to in point 3 lett. a) b) and c) it is mandatory and the relative transfer can be carried out without the consent of the interested party.

The conferment of consent for the categories of recipients referred to in point 3 lett. d) is optional and must be provided in accordance with the procedures set out in art. 7 of the GDPR.

4. Data retention

We inform you that your data will be stored, starting from their receipt / update, for a period of time consistent with the purposes set out in point 1 and in any case not later than the exercise of the right to oppose / limit the processing. For further clarification regarding the data retention times, please refer to the privacy policy of the www.castalimenti.it website.

5. Rights of the interested party. In relation to the quoted data, all the rights referred to in articles 15, 16, 17, 18, 20 and 21 of the GDPR, and specifically:

- a) the right of access to personal data;
- b) their correction in case of inaccuracy;
- c) cancellation of data;
- d) limitation to treatment;
- e) opposition to treatment;
- f) the right to the portability of data, that is to receive in a structured format, commonly used and readable by automatic device, the personal data provided and to obtain the transfer to another Data Controller without hindrance. In case of violation of these provisions, the data subject has the right to lodge a complaint with the competent Supervisory Authority.

6. Withdrawal of consent. The consent given may be revoked at any time, without prejudice to the lawfulness of the processing based on the consent given prior to the revocation and the further processing of the same data based on different legal bases with respect to the consent, such as the fulfillment of contractual obligations and by law. For further information on this information or on any privacy topic, or in case you wish to exercise your rights or withdraw your consent, you can write to info@castalimenti.it.

* The undersigned declares to have read and understood the over-extended information ex. art. 13 European Regulation n. 2016/679 (c.d. GDPR) on the processing of personal data for the purposes referred to in point 1 lett. a) and b)

Read and well understood the over-extended information ex art. 13. European regulation n. 2016/679 (c.d. GDPR) expressly consents to the processing of personal data for the purposes indicated in point 1 lett. c) of the aforementioned disclosure (marketing and commercial / promotional communications)

Read and well understood the over extended information ex. art. 13 European Regulation n. 2016/679 (c.d. GDPR), I authorize free of charge, without time limits, also pursuant to art. 10 and 320 cod.civ. and of the articles 96 and 97 law 22.4.1941, n. 633, Law on copyright, to which C.A.S.T. Alimenti S.r.l. acquire, my image through photographs or videos during the course or at the end of the courses individually or together with that of other people in contexts concerning the activities of C.A.S.T. Alimenti S.r.l. (example: photos of phases of work, group photographs of the end of course, etc ...), keep copy, spread or otherwise use them without time limits, for educational uses, even future (for example, to create information leaflets used by the students course students, advertising material, etc ...), as well as for promotional purposes (eg: sending advertising material, etc ...).

Read and well understood the over-extended information ex art. 13. European regulation n. 2016/679 (c.d. GDPR), I expressly consent to the transfer of my personal data, including my e-mail address and my image, to the categories of subjects referred to in point 3 letter d) for the purposes indicated therein.

* Mandatory Field