

SALES AGREEMENT

BETWEEN

Demup Search S.r.l., VAT number 02400260440, with registered office at San Benedetto del Tronto (AP), street Silvio Pellico n. 4, 63074, represented by its legal representative pro tempore, hereinafter referred to as "Demup"

AND

[In case of an individual)

Name and surname _____,

tax code _____,

residing at _____,

via _____,

email / pec _____,

hereinafter referred to as "User"

[in case of a company)

Company name _____],

VAT number _____,

with registered office at _____,

street _____,

represented by its legal representative pro tempore, hereinafter referred to as "User"

WHEREAS

a) Demup is a company that develops and produces a service (hereinafter referred to as Metasail Training Service) which, through devices (hereinafter Devices), allows the geolocation of boats and tracking of their trajectories and movements when engaging in activities at sea, as well as sending the collected data to a server that, through dedicated software (hereinafter Software), processes them to allow examination by the coach;

b) The user _____ is an athlete participating in training sessions and events involving the use of boats at sea or a Sailing Club organizing sailing courses for its athletes;

All the foregoing premises are hereby agreed and stipulated as follows:

1. Object of the contract

1.1 The premises form part of the contract.

1.2 With this contract, Demup sells to the User, who purchases, n. _____ Devices to be used exclusively on board of boats involved in the training organized by the User or by the coach _____; At the same time, the User subscribes to a subscription plan for the Software which consists of a service for receiving, transmitting, and processing training data via 4G mobile phone line, for a maximum use of 20 hours per week not cumulative in months of non-use. Upon exceeding this limit of transmission and reception via MOBILE 4G, the system itself may be blocked by DEMUP. No usage limit is provided for all functions accessible via the web.

1.3 Demup provides the User with all necessary information, including credentials, for the User to access the Metasail Training Service.

1.4 The Metasail Training Service, consisting of the Device and the Software, is contracted between Demup and the User for the purpose of allowing the User to track the trajectories and movements of boats when engaging in activities at sea, and making them visible to their coach.

2. Terms and conditions of use

2.1 The User's use of the Metasail Training Service will be in accordance with this contract and for the purposes for which it was intended.

2.2 The User may not use the Metasail Training Service, nor the individual Devices or the Software, for purposes other than those indicated in point 1.

2.3 The shipment of the Device to the User will be at the expense of Demup, while its return to Demup at the end of the contract will be at the expense of the User.

3. Price and payment terms

3.1 Upon signing the contract, the User will pay Demup the selling price of the individual Device, which is €360.00, as well as the first 3 months of subscription for the individual Metasail Training Service, amounting to €15.00; at the same time, the User undertakes to pay quarterly in advance, starting from the fourth month from the signing of the contract, the amount of €15.00 to use the Metasail Training Service, by automatic debit on the credit card provided during activation.

3.2 Demup reserves the right to unilaterally modify the fees specified here, with prior notice to be sent to the User at least 3 months before their entry into force; in such case, the User shall have the right to terminate the contract by notifying Demup within 30 days from the receipt of the communication of the fee change, and returning to Demup, at their own expense, all Devices in their possession.

4. Obligations of Demup

4.1 Demup is responsible for the routine maintenance of the Devices and the Software, to ensure they efficiently and effectively track the movement of boats at sea.

4.2 In case of malfunctions, the User shall immediately inform Demup, which, in case of defect attributable to the production of the Device, undertakes to replace it within 10 days, bearing the cost of the related shipments.

5. User's obligations

5.1 The User is responsible for the Devices from the moment of their receipt until they are returned to Demup.

5.2 The User undertakes to use the Devices with the utmost skill, diligence, and caution, being solely responsible for any damage caused to them, whether caused by third parties or by the User themselves.

5.3 The User undertakes to pay regularly for each renewal of the Metasail Training Service. Demup reserves the right to suspend the Metasail Training Service in case of non-payment and/or late payment of the individual renewal by the User.

6. Duration of the Contract and Consideration

6.1 This contract shall be effective from the date of signing and shall have an indefinite duration.

7. Intellectual property of the Metasail Training product

7.1 The intellectual property rights and exploitation rights, pursuant to Law no. 633/41, of the Metasail Training Service, intended both as referring to the individual hardware and software products, and the system subject to the Contract, are exclusively owned by Demup.

8. Termination of the contract

8.1 Each party shall have the right to terminate this contract at any time by giving written notice to the other party 90 days before the expiration of the subscription plan.

8.2 In case of non-fulfillment by the User of any clause of this Contract, or if Demup finds that the Metasail Training Service is used by the User in a manner different from that subject of the Contract, Demup may terminate the contract by sending a communication to the User, without prejudice to the possible right to compensation for damages suffered.

8.3 In case of termination, Demup shall immediately block the operation of the Device and access to the Metasail Training Service, and the User shall return to Demup all Devices in their possession.

8.4 Any advance payment made by the User and not enjoyed by the User shall be retained by Demup, and therefore no amount shall be refunded to the User.

8.5 In the event that the device is returned within 15 days of delivery and only in this case, the amounts paid in advance will be refunded, net of shipping costs and any damage caused to the device.

9. Competent court

9.1 For any dispute concerning the terms of this contract or its application, the exclusive jurisdiction shall be the Court of Rome applying only Italian law.

San Benedetto del Tronto, date _____

DEMUP

USER

GIACOMO VESPASIANI



Giacomo Vespasiani