

## CONDITIONS

**1. LEASE** - The Lessor grants and the Lessee leases the unit as identified above, for the agreed period and under the conditions contained in this contract made in two originals and consisting of Part I, Part II and any attachments. The unit must only be used for yachting (recreational purposes), expressly excluding its use for teaching pleasure boating, for sporting activities and as a support unit for scuba diving. **2. LESSOR'S OBLIGATIONS** - The lessor agrees not to enter into any other lease relating to the unit for the same period of time; he must also: 1) deliver the unit to the Lessee at the agreed place and time, with the relative **appurtenances**, in perfect working order, equipped with the safety equipment and documents required by law; the time necessary to clarify the methods of use of the boat falls within the period of the contract. 2) insure and hold the vessel in accordance with Part II, clause 11; 3) promptly return the security deposit to the Lessee, without interest, after having ascertained the absence of damage to the unit, breaches of contract and obligations contracted by the Lessee during the lease; any deduction must be duly documented; 4) provide for repairs and replacements due to hidden defects of the unit or its parts, as well as those due to wear and tear due to normal use of the unit according to the agreed use. The obligation to deliver will become effective and payable for the lessor only after the Lessee has paid the entire consideration for the lease, has paid the deposit and has signed the inventory referred to in point 6). **3. DUTIES OF THE LESSEE** - the Lessee is responsible for the boat, for all legal purposes, for the entire period indicated in this contract; he, in particular, is required to use the boat with particular prudence, skill, diligence in accordance with the agreed use and according to the technical characteristics resulting from the on-board documents, as well as to fulfill all the obligations assumed under this contract during the conduction period. The Lessee must: 1) pay the Lessor, in the agreed ways and terms, the rent relating to the agreed rental period; 2) pay the security deposit at the same time as taking delivery of the unit as guarantee of any obligation against him deriving from this contract; 3) use the vessel exclusively for yachting recreational purposes, with normal diligence and according to its technical characteristics, between good and safe ports and anchorages, included within the agreed navigation limits, where it can stay safely floating at all times, planning the navigation in order to return the unit at the agreed place and time; 4) respect the minimum number of people making up the crew, as well as the maximum number of people that can be transported; 5) use the boat exclusively within the scope of competence of the qualification document own or designated person; 6) bear all expenses for the supply of fuel, lubricating oil, water, electricity, food and drink for himself and his guests, communication costs, port dues, customs, support and/or mooring also in private ports, and in general all expenses and costs resulting from the use of the vessel by the Lessee and his guests for the entire duration of the lease; 7) periodically inform the Lessor, by telephone, fax, telegram or other suitable means of communication, about the status and position of the unit; in the event of an accident, damage or breakdown, the Lessee must immediately notify it and any repairs must be agreed and authorized in writing by the Lessor; 8) anchor the vessel in front of the coast in a safe position and exercise constant control; 9) steer the boat with sails suited to the strength of the wind, so that they are not damaged; 10) not to keep any animal on board; 11) not to use for the external and internal cleaning of the boat, any material that could damage it; 12) switch off the engine when the boat is inclined above 15°; 13) provide, during the lease period, for the ordinary maintenance of the vessel to keep it in the same conditions of efficiency and seaworthiness in which it was taken over and in compliance with the laws and regulations in force, as well as for the necessary repairs and replacements to the unit if attributable to its responsibility or that of its guests; 14) bear the cost of damages that cannot be compensated by the insurer due to the act or fault of the Lessee and his guests, the deductible; 15) return the unit to the Lessor in the agreed place and time and in the same good condition in which it was delivered, except for normal wear and tear, together with the accessories, fittings, fittings and documents received from the Owner at the time of delivery and free from any bond and encumbrance dependent on obligations assumed by the Lessee; If repairs are required at the Lessee's expense, the latter must carry them out before delivery. With this contract, the Lessee undertakes to take care of the boat, to keep the accessories and the interior in order and to return it clean and in excellent condition. The Tenant may hire only on his own, without therefore spending the name of the owner, any obligations inherent in the boat, which he has to contract with third parties, with the consequence that those obligations must be fulfilled exclusively by the Lessee. The Lessee is required to reimburse the Lessor for all sums that the latter has to pay to third parties for unlawful acts committed by the aforementioned lessee, without the latter having to raise any objection of any kind. Furthermore, the Lessee expressly undertakes to: not assign the rights deriving from this contract, without written authorization from the Lessor; do not use the unit to carry passengers and cargo, or engage in any type of trade; respect the minimum number of people making up the crew, as well as the maximum number of people who can be transported; to assume full responsibility for the safety and conduct of minors on board; not participate in regattas, nautical competitions and sporting events of any kind; not to keep weapons, explosives and drugs on board, not even for personal use; not ask to be towed or tow other units except in case of absolute emergency; not leave a port or leave a safe anchorage when the competent Authority forbids navigation or the wind conditions are equal to or greater than force 6 on the Beaufort scale or, in general, when the weather and sea conditions, the state of the unit and its crew are such as to compromise the safety of the people on board and of the vessel; do not sublet the unit; breach of this obligation will result in the hirer assuming responsibility for any damage suffered by the boat. **4. PAYMENTS** - The payments relating to the rent, as well as the payment of the security deposit, must be made by the Lessee to the Lessor in the agreed ways and terms. If, on the other hand, this contract has been concluded through the Shipping Broker, appointed by both parties to carry out the function of Depositary, then the rent must be paid in the manner and within the terms agreed by the Lessee to the Depositary who will keep it and manage it in the manner foreseen by the laws in force, providing for: a) transfer the down payment of the rent to the Lessor, after deduction of the commissions due to the Broker, by bank transfer to be made no later than the third working day following the one specified for the down payment in Part I, item I. b) transfer the balance of the total rent to the Lessor by bank transfer to be made no later than the third working day following the one specified for the balance in Part I, item I. In case of: a) failure to pay the deposit in the manner and terms agreed, this contract shall be considered null and void. b) non-payment of the balance and/or payment of the security deposit in the manner and terms agreed, this contract will be considered terminated and the Owner may withhold all payments received with the right to compensation for damages. **5. SECURITY DEPOSIT** - To guarantee any obligation deriving from this contract, the Lessee must pay the Lessor, upon delivery of the unit, the sum indicated in Part I, item I, as a security deposit. This sum must be returned by the Lessor, to the tenant, without interest, after the return of the unit after having ascertained the inexistence of damage to the unit and of deficiencies and/or breakages to the parts indicated in the inventory on board, of contractual violations and obligations contracted and/or penalties suffered by the Lessee during the lease period. Any deductions must be properly documented. **6. INVENTORY AND CONSUMABLES** - The delivery and return of the unit must take place after the drafting, jointly between the Lessor and the Lessee, of the report concerning the on-board inventory and consumables (fuel, lubricating oil, water, equipped with deck, engine, galley and room) existing on board. The unit must be delivered and be returned with a full tank of fuel. The Lessee must make up for any deficiencies or breakages which will be ascertained at the end of the lease. By signing the inventory, the Lessee expressly confirms that he has received the vessel in a good state of maintenance, seaworthy and suitable for the agreed use: it follows that he will no longer be able to make any objection and the owner will be released from any responsibility in this regard. **7. DELIVERY** - The unit must be delivered and taken over within the terms indicated in Part I, items D and E. The Lessor who, due to damage or for any other reason beyond his control, cannot deliver the unit contract, may replace this unit with another of similar or greater size and characteristics at its discretion. If neither the unit covered by the contract, nor the replacement one, is made available to the Lessee within 48 current hours of the expiry of the agreed delivery limit, the latter will have the right to withdraw from this contract, without penalty. In case of: a) confirmation of the lease, the lease will start from the moment of effective delivery of the unit; b) termination of the contract, any compensation paid by the Lessee must be returned immediately, without interest. The Lessor will not be required to pay damages for late delivery if this is not due to its willful misconduct or gross negligence. **8. RETURN** - the Unit must be returned by the Lessee within the terms indicated in Part I items D and E. If for any reason, except for facts attributable to the Lessor, the return is delayed: a) for a period not exceeding the tenth part of the duration of the contract, the Lessee will be owed a fee double the daily rent rate. b) for a period exceeding the tenth part of the duration of the contract, the Lessee will owe a fee double the daily rent rate for each day (or part of it) until the redelivery is made, subject to proof of greater damages by the Lessor. For the purposes of this contract, the time necessary to bring the vessel back to the port foreseen for redelivery will also be considered a delay, should the lessee terminate the lease in a different port; all expenses connected with the transfer of the unit to the port foreseen for redelivery will also be borne by the Lessee. **9. SUSPENSION OF THE RENT** - If, due to damages inherent only to the constituent parts of the unit whose repairs or replacements are attributable to the Lessor as due to hidden defects or wear and tear due to normal use as provided in Part II, clause 2, point 5) of this contract, a) the use of the unit is prevented for a period of less than 6 (six) hours, the rent will start regularly from the moment in which the interruption began until the moment in which the unit will be able to resume service; a) the use of the unit is prevented for a period between 6 (six) and 48 (forty-eight) consecutive hours the rent will not start from the moment in which the interruption began until the moment in which the unit will be able to resume service. The expiry of the contract remains unchanged, unless otherwise agreed. b) the unit is lost or its use is prevented for a period exceeding 48 (forty-eight) consecutive hours, the Lessee may invoke the termination of this contract by giving immediate written notice to the Lessor. Any compensation paid in advance, starting from the moment in which the interruption or loss occurred, must be returned to the Lessee. In these circumstances, the return of the unit will take place in the place where the cause of the interruption occurred or where the unit was lost; the Lessee will also be entitled to reimbursement of travel and accommodation expenses for himself and his guests necessary to reach the intended port for redelivery. This clause applies only if the Lessee sends written communication (by registered letter, telegram, fax or email) to the Shipowner within and no later than 24 hours from when the damage occurred. **10. DAMAGES, BREAKDOWNS, ACCIDENTS, REPAIRS:** in the

event of damage, breakdowns or accidents, the Lessee must immediately notify the Owner; he will be able to continue navigation only if this does not lead to worsening of the damage or dangers for people and the boat. He will not be able to carry out any repairs without prior authorization from the shipowner. The costs necessary for the repairs are borne by the Lessee and will be reimbursed only if the cause of the same is not attributable to him, according to the provisions of this contract. To protect its rights, the Lessor may withhold the deposit until the complete assessment of the aforementioned liability, without therefore being required to pay anything by way of interest, damages or anything else. No repairs and assistance can be requested from the Lessee outside the time slot that goes from 8.00 to 20.00. It is understood that the expenses for repairs and assistance not chargeable to the responsibility of the Lessor, according to the provisions of this contract, must be paid by the Lessee at the normal hourly rates in force on the market, plus the materials. Any requests for reimbursement for the hypotheses admitted must be made by the Lessee directly to the Lessor upon return of the boat. The expiry of that term or any complaint to a person other than the shipowner will result in the forfeiture of the refund action for the Lessee.

**11. INSURANCE** - The Lessor must insure and keep the unit insured for the duration of the lease through an estimated hull policy including cases of particular average and third party recourse 4/4, as well as through a policy covering civil liability towards third parties deriving from the circulation of the 'unit; this insurance does not cover: the loss or damage to the lessee's and passengers' things. The Lessee may request that a copy of all the policies be provided for consultation before embarkation. If the Lessee does not deem the coverage ceilings sufficient, he must give written notice to the Lessor, who will be required to raise them up to the required limits, but the related expenses will be borne by the Lessee. In any case, the Lessee is responsible for damages that cannot be compensated by the insurer due to the fact or fault of the Lessee himself and his guests, the inadequacy of the insured values, the deductible.

**12. UNIT COMMAND** - The choice of Commander is subject to the lessor's approval. If the Lessee does not have a boat license, or this is not sufficient for the planned trip, he must indicate the name of the person who will command the unit and who will sign this contract, co-assuming the related obligations. The Lessor or his representative has the right to request from the Captain the authorization to command the vessel valid for Italy. At the sole discretion of the Lessor or his representative, where the knowledge and skills of the Captain, regardless of the title of command qualification possessed, are not considered sufficient for the management of the type of unit, for the safety of people or the boat, the Lessee may be offered - and at his expense - the presence on board of a Captain trusted by the Lessor; in the event of refusal by the Lessee, the contract will be considered terminated and the Lessor may withhold what has been received.

**13. DUTIES OF THE CAPTAIN** - The Captain is the Commander of the boat, responsible for it and the crew for everything related to navigation, its management, mooring maneuvers, and anything else related to the duties of a good expert skipper ; In the event that the Captain does not coincide with the Driver, the Captain must sign this contract as Co-driver. In the case of Captain found by the Owner at the request of the Lessee, it is expressly declared that the latter only provides the contact between the Lessee and the Captain, and that the Owner is therefore completely unrelated to the work performance relationship between the latter. In the aforementioned case in which the Lessee (conductor) does not coincide with the skipper (co-conductor), the latter will be liable directly to the owner for any damages or breakdowns relating to his specific duties, specified at the beginning of this article, the remaining responsibilities remain the responsibility of the Lessee. In particular, the Captain must listen to the Maritime Authority when he prohibits navigation for any reason (bad weather, danger in the area, etc.). If the weather and sea conditions present elements with an intensity greater than force 5 on the beaufort scale, the Captain must not leave the port or, if underway, he must land in the nearest port or safe anchorage point. In the case of anchoring the boat near the coast, the captain must ensure that the unit is never left unattended, appropriate to the situation and place. The Captain has the obligation to report arrivals and departures from ports, weather conditions, engine hours carried out daily with the aid of the engine in the logbook. The Captain, the Charterer and his guests undertake to comply with all the laws of the country in which the vessel will be located, including the regulations relating to customs declarations, the provisions of the port / customs authorities and the regulations in force regarding fishing (even underwater). If the lease contract has a duration of more than ten days, the Captain must communicate (by telephone, fax, telegram, e-mail or other valid means of communication) every seven days the position of the unit to the lessor or his representative. The Captain must also immediately notify (by the aforementioned means) the Lessor or his representative of any accidents, breakdowns, damages and anomalies that have occurred on board the vessel.

**14. TERMINATION BY THE LESSOR** - If the Lessor, before the start of the lease, decides to terminate this contract by giving written notice to the Lessee, then he will have to return to the latter any compensation paid in advance, without interest, in addition to the payment of a penalty as compensation for damages equal to 10% (ten percent) of the total rent.

**15. TERMINATION OF THE LESSEE** - If the Tenant, before the start of the lease, decides to terminate this contract by giving written notice to the Owner, the latter will have the right to demand payment of the total rent, withholding all payments received. In particular, if the notice of termination reaches the Lessor: 1) more than 30 (thirty) days before the start of the lease, the Lessor will be entitled to withhold only the deposit equal to 50% paid by the tenant; 2) if the notice of termination reaches the Lessor within 30 (thirty) days prior to the start of the lease, the Lessor will be entitled to the entire amount of the agreed rent.

**16. RESCUE** - The net fee for rescue and assistance provided to other vessels will be divided equally between the Lessor and the Lessee. All measures taken by the Lessor to establish the amount of compensation due for salvage and to obtain payment will be binding on the Lessee.

**17. ASSISTANCE** - the lessor points out that the boats are all moored at their base in the port of Marina di Arechi of Salerno, that they have all been stored and set up by the lessor company, that all the assistance has been correctly performed on the boats ordinary and extraordinary, the lessor company also has an organizational structure with an area assistance network, which includes assistance at sea in the event of breakdown by calling at 320.5612297.

**18. TOUR OPERATOR** - the Lessor and the Lessee recognize the Tour Operator indicated in Part I, item M, as the sole intermediary of this contract and part of this only as regards the organization activity carried out in favor of both parties. The commission due to the Tour Operator is due at the same time as the conclusion of this contract, must be calculated on the total gross rent, is paid by the Lessor and is considered acquired even if the contract is terminated for any reason. The Lessor and the Lessee grant the Tour Operator, who accepts, the task of carrying out the function of Depositary, authorizing it to receive, keep and transfer the rent according to the provisions contained in this contract.

**19. RIGHT OF WITHDRAWAL** - In the event that this contract is concluded at a distance and the Lessee is a Consumer (meaning the natural person who acts for purposes that do not fall within the framework of his professional activity), the latter may exercise the right of withdrawal within 10 working days from the conclusion of the contract, by sending the Lessor; a) registered letter with return receipt; or, b) telegram, telex, fax and e-mail, provided that such communication is confirmed by registered letter with acknowledgment of receipt within the following 48 hours. The right of withdrawal cannot be exercised: a) in the event that the execution of this contract must begin before the end of ten working days from the conclusion of the contract itself; b) when the Lessor, at the request of the Lessee, undertakes to deliver the unit on a specific date or in a pre-established period.

**20. FORCE MAJEURE** - For the purposes of this contract, "force majeure" shall mean, by way of example and not exhaustively, any cause attributable to acts, facts, events, omissions, accidents or Acts of God beyond the reasonable control of the Lessor or the Lessee (including, but not limited to, strike, lockout or other business dispute, civil unrest, riot, invasion, war, fire, explosion, sabotage, piracy, storm, collision, stranding or other accident at sea).

**21. LAW AND DISPUTES** - This contract is governed by Italian law, with particular reference to the rules governing the leasing of pleasure craft in force in Italy and with the express exclusion of the rules governing passenger transport and the travel contract (as defined and regulated by the CCV International Convention signed in Brussels on 23 April 1970). Any registration fees in the event of use of this agreement will be borne by the party requesting registration. For the resolution of any and all disputes relating to this contract, the Court of Salerno will be the exclusive forum.

**22. FORMATION OF THE AGREEMENT** - The present parties declare that they have carefully examined this agreement and that each clause has been specifically agreed.

The Lessor (date and signature)

The Conduittor (date and signature)

Co-Conductor/Commander

Pursuant to articles 1341 and 1342 of the Civil Code, IV book, II title, II chapter, I section, the undersigned expressly declares to have read and approved the clauses referred to in points 2. Obligations of the Lessor, 3. Obligations of the Lessee, 7. Delivery, 8. Return, 10. Damages, breakdowns, accidents, repairs, 11. Insurance, 12. COMMAND OF THE UNIT, 13. OBLIGATIONS OF THE CAPTAIN 14. Termination of the Lessor, 15. termination of the Lessee, 19 Right of withdrawal, 21. Law, disputes and jurisdiction.

The Lessor (date and signature)

The conduittor (date and signature)

Co-Conductor/Commander