

GENERAL CONDITIONS MOORING, PARKING SPACE, NAUTICAL STORAGE UNIT AND MARINA SERVICES AGREEMENT

These General Conditions form an integral and substantive part of the provisions contained in the Special Conditions of the “Temporary Mooring and Marina Services Agreement”, of the “Parking Space and Marina Services Agreement” and of the “Nautical Storage Unit and Marina Services Agreement”, which the Parties fully agree to and accept.

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SECTION I – GENERAL PROVISIONS

Article 1 – Definitions

1.1. The following definitions are applicable to the Agreement:

- **Motor vehicle:** any means of locomotion powered by an internal combustion engine, electric motor, or hybrid system, which the User shall park in the Parking Space, where provided for in the Agreement;
- **Nautical Storage Unit:** premises for storage purposes appurtenant to certain Berths, pursuant to Article 817 of the Italian Civil Code;
- **MDI or Marina di Imperia:** Marina di Imperia S.r.l, with registered office at Viale Matteotti, 157, Imperia, Tax ID/VAT No. 01514240082;
- **User:** the natural or legal person identified in the Special Conditions;

- **Concessions:** the state maritime concessions of the Municipality of Imperia file no. 4133 of 1 September 2025 relating to Porto Maurizio of the duration of 65 years from 1 September 2025 and no. 10521, Lic. no. 15 of 15 August 2024 for management of a portion of the GB Cuneo quay and Aircardi quay in the Oneglia Commercial Port, owned by MDI;
- **Agreement:** this agreement entered into between MDI and the User, governed by the Special Conditions, the General Conditions and the Regulations.
- **Consideration:** The amount specified in the Tariffs as the sum payable for the use of the Berth, Nautical Storage Unit, Parking Space, and General Services.
- **Marina:** the Imperia Marina and/or the Oneglia Port;
- **Parties:** the User and MDI, where considered jointly;
- **Parking Space:** the space designated for the parking of Motor Vehicles, specifically marked in accordance with the traffic plan;
- **Berth:** the water space within the Marina allocated for the Mooring of the Craft, marked by bollards or rings on the dock or pier, by mooring hooks, chains, or floating lines at sea, and possibly buoys or floats, all in accordance with the current mooring plan;
- **Regulations:** the set of all regulations currently in force, and those that MDI may adopt, amend, or update at its sole discretion, in order to regulate mooring procedures, manoeuvring, traffic circulation, to ensure safety and fire prevention, protection of the environment, hygiene, and the decorum of the Marina, to regulate the use of services and utilities, waste disposal, and any other matters deemed necessary, including compliance with directives issued by the Authorities, as well as the Internal Regulations of the Marina and the Safety Regulations of the Imperia Marina issued by the Ministry of Infrastructure and Transport – Port Authority of Imperia.
- **Resource/s:** Berths, Parking Spaces, Nautical Storage Units, General and Individual On-Demand Services.
- **Services:** the combination of General Services and Individual On-Demand Services;
- **General Services:** Protected anchorage, Radio information, Weather information, Navigation lighting; Cleaning of the port water surface, Cleaning of land areas, and collection of onboard waste, Supervision of common areas, furnishings, and docking facilities, as well as of vessels, boats, and ships, to ensure compliance with applicable laws and the Marina Regulations, Assistance with mooring and unmooring of Crafts, Mooring points and their maintenance; Ordinary and extraordinary maintenance of all facilities, furnishings, greenery, and port works; Public lighting within the marina; Supervision of compliance with the Navigation Code, Maritime Navigation Regulations, the State Concession, Safety Regulations, and all orders issued or to be issued by the Port Authority, 24/7 monitoring and security of access points, including, if deemed appropriate, using suitable video surveillance equipment, Other technical-marina services that MDI and the competent Authorities deem necessary for the proper functioning and safety of the marina.
- **Individual On-Demand Services:** supply of drinking water; supply of electricity, other services, such as telecommunications, Wi-Fi, etc.
- **Website:** the MDI website found at www.marinadiimperia.it where these General Conditions and the Regulations are published.
- **Tariff or Tariff Schedule:** document indicating the Considerations payable from time to time for the use of the Resource and the Services, available to the public at MDI's administrative offices located within the Marina.
- **Craft:** a recreational or commercial craft (boat, vessel, or ship).

Article 2 – Purpose of the Agreement

- 2.1. The purpose of this Agreement is the granting by MDI to the User of:
- a. the right to moor the Craft at the Berth, which constitutes a personal right of enjoyment, not transferable to third parties, not even on a temporary basis;
 - b. the right to use the Nautical Storage Unit appurtenant to the Berth, only if expressly provided in the Special Conditions, which constitutes a personal right of enjoyment, not transferable to third parties, not even on a temporary basis;
 - c. the right to park the Motor Vehicle in the Parking Space, only if expressly provided in the Special Conditions, which constitutes a personal right of enjoyment, not transferable to third parties, not even on a temporary basis;

- d. the supply of General Services and Individual On-Demand Services.

Article 3 – Considerations and payments

- 3.1. The Consideration payable to MDI is specified in the Special Conditions, which are deemed to be set out here in full.
- 3.2. Unless otherwise established in the Special Conditions, the Consideration does not include Individual On-Demand Services, which are governed separately.
- 3.3. The User shall pay the Consideration and/or any other amounts due to MDI in the time and manner specified in the Special Conditions, which shall remain valid unless amended in writing.
- 3.4. Payment of the Consideration and/or any other amounts due to MDI cannot be suspended or delayed by claims or objections raised by the User, on any account or grounds.
- 3.5. Failure to pay, even partially, any amounts due to MDI shall automatically place the User in default, constituting a serious breach that entitles MDI to request automatic termination of the Agreement under Article 1456 of the Italian Civil Code. In any case, the User shall remain obligated to pay all amounts due and any applicable damages.
- 3.6. In the event of late payment, without the need for formal notice of default, the User shall be charged default interest at the rate determined pursuant to Italian Legislative Decree 231/2002 et seq., together with any other costs incurred by MDI.
- 3.7. In the event of non-payment or partial payment of the Tariff and/or of Individual On-Demand Services, if no payment is made within fifteen (15) days of the relevant payment request, without prejudice to the provisions of point 3.5 above, MDI shall be entitled to immediately suspend the provision of Services and the supply of water, electricity, Wi-Fi, etc., without further notice, and the User shall have no claim for damages to the Craft, personal property, and/or compensation on any account or grounds.

Article 4 – Indemnities and Limitations of liability

- 4.1. It is expressly agreed that, under no circumstances, shall MDI assume any safekeeping obligations for property or appurtenances placed within the Marina (Berth, Parking Space, Nautical Storage Unit). The Parties mutually acknowledge that the marina security service relates exclusively to general supervision of the state-owned areas and structures, without any obligation to specifically monitor the User's personal property or the persons using it.
- 4.2. MDI shall not be liable for any damage to the Craft, Motor Vehicles, appurtenances, equipment, accessories, or property in general, nor for any damage to the User, their family members, employees, contractors, collaborators, service providers, or third parties in general, including but not limited to, damage caused by adverse meteorological or marine conditions, storms, tides, backflows, floods, fires, lightning, explosions, war, strikes, acts or orders of any public authority, force majeure, pandemics, accidents, improper mooring, derelict crafts, manoeuvres, malfunctions, service interruptions, power or water surges or outages, thefts, break-ins, or loss of property, etc., as the taking over and/or safekeeping of the User's or third parties' property, appurtenances, equipment, accessories, or objects is expressly excluded from the subject matter of this Agreement, even if MDI holds copies of keys to the Craft, Motor Vehicle, or Nautical Storage Unit, whether accepted for mere convenience or at the User's explicit request (e.g., in case of forgetfulness, loss, or similar), or held for emergency interventions or for the performance of work and/or operations expressly commissioned, or otherwise necessary, for the proper functioning of the Marina.

Article 5 – Regulations, General Conditions, Special Conditions

- 5.1. The User undertakes to comply with, and to ensure compliance with, the Regulations and these General Conditions, which are published on MDI's website and available for consultation and for obtaining a printed copy at MDI's offices. These documents constitute an integral and essential part of the Agreement, and the User acknowledges having read, reviewed, and fully understood them in their entirety prior to signing the Special Conditions and the specific clauses of the Agreement.
- 5.2. The User shall assume full responsibility for any damage to property and/or third parties resulting from any breach of the aforementioned rules.
- 5.3. Failure to comply with the rules contained in the Regulations shall constitute a serious breach and shall entitle MDI to terminate the Agreement under Article 1456 of the Italian Civil Code, without any indemnity and without prejudice to the compensation of damages.

Article 6 – Revocation of the State Concession

- 6.1 In the event of revocation, forfeiture, early termination, or cessation for any reason of the Concession(s) referred to in the Recitals, the Agreement and the legal relationships arising from it shall

automatically become null and void. MDI shall be entitled to demand payment of any outstanding amounts relating to the period of use of the Resources and to require performance of all obligations arising during the term of the Agreement. The User shall be entitled to a refund of any portion of the Consideration paid for the period following the effective termination of the Agreement, provided that all Resources have been immediately returned to MDI free of encumbrances and that the User has no outstanding debts to MDI.

- 6.2 If the Agreement becomes ineffective, the address provided by the Parties for communications and/or service of notices shall remain valid and enforceable.

SECTION II- USE OF THE BERTH

Article 7 – Size of the Craft, documentation and alterations to the Berth

- 7.1. Before commencing use of the Berth, the User shall deliver and/or transmit to MDI the following documentation:
 - a) for registered boats and ships: a copy of the Captain's identity document, the personal details of the Shipowner and the Owner, as well as the Navigation Licence duly completed in all its parts, the Safety Certificate, and a valid third-party liability insurance policy (R.C.). The User shall be required to renew all such documents upon their respective expiry dates, promptly informing MDI of any changes, and providing copies of the new documents and/or renewals.
 - b) for unregistered vessels: a copy of the Owner's identity document, together with the engine or engines power declaration or the Certificate of Use (if issued prior to 15 September 2005), and a valid third-party liability insurance policy (R.C.). The User shall be required to renew all such documents upon their respective expiry dates, promptly informing MDI of any changes, and providing copies of the new documents and/or renewals.
- 7.2. The size of the Craft must always be considered on an overall (LOA) basis, including stern platforms and bow projections, as any dimensions stated in the onboard documentation are merely indicative. Accordingly, following the Craft's arrival at the Marina, MDI may, at its sole discretion, verify the Craft's actual maximum dimensions at any time, using any means deemed appropriate.
- 7.3. If the measurements carried out by MDI reveal that even a single actual maximum dimension of the Craft exceeds the dimensions declared by the User, MDI shall be entitled either to relocate the Craft to a Berth of suitable dimensions, if available, applying the relevant Tariff and charging the difference in Tariff for the prior period, or to terminate the Agreement pursuant to Article 1456 of the Italian Civil Code, without prejudice to MDI's right to receive payment of the Tariff difference and any other amounts still due.
- 7.4. The User also undertakes to notify MDI in writing, within seven days of the occurrence of any change, of any amendment to personal data or to the characteristics of the Craft previously declared and included in the Agreement (e.g., insurance policies, certificate of ownership, registration, Captain, Shipowner, Owner, User, etc.).
- 7.5. In the event of breach of the provisions of this Article, MDI reserves the right to terminate the Agreement automatically pursuant to Article 1456 of the Italian Civil Code, without indemnity and without prejudice to the compensation of damages.
- 7.6. For reasons of ordinary or extraordinary maintenance, operational or organisational requirements of the marina or state-owned areas, sporting or nautical events, instructions of the Maritime Authority, or termination of the effects of Agreement or breach by the User, MDI may assign the User, on a temporary or permanent basis, a Resource other than the one specified in the Agreement. In this case, the User undertakes to relocate the Craft and/or any other property located within the Resource without any objection, and/or claim of default and/or request for reduction and/or refund of the Consideration. Should the User fail to do so independently within five days of MDI's written request, MDI is hereby authorised to relocate the Craft at the User's expense, except in cases of urgency, where MDI may proceed immediately at its own expense.

Article 8 – Insurance cover for the Craft

- 8.1. For the entire duration of the Agreement, the User shall insure the Craft by taking out a policy for "mandatory third-party civil liability arising from boating", covering the relevant risks and with a minimum coverage limit of EUR 5,000,000. The User shall provide MDI with a copy prior to the Craft's entry into the Marina and ensure the policy is duly renewed upon expiry, promptly transmitting copies of each renewal to MDI.
- 8.2. The absence of a valid and effective third-party liability insurance policy shall constitute a material breach by the User, entitling MDI to terminate the Agreement pursuant to Article 1456 of the Italian Civil Code.

Article 9 – Liability and indemnities relating to the Craft

- 9.1. The User shall be solely responsible for compliance with the laws relating to the Craft and for any damage caused to port infrastructures, to persons or property, to and by the Craft and/or to and by persons accommodated and/or present on the Craft.
- 9.2. The User declares, assuming full responsibility, that all documentation relating to the Craft, its engine and any nautical licence required is valid and in order, and that the Craft is fitted with all equipment required by the applicable flag-state regulations, including, where the flag is Italian, the equipment required by Italian Legislative Decree No. 171 of 18 July 2005 (Recreational Boating Code), as amended.
- 9.3. The User shall be solely responsible for the proper mooring of the Craft within the Berth, and MDI shall bear no responsibility in relation thereto, including where assistance is provided by marina personnel. At its sole discretion, MDI may arrange for the reinforcement of any moorings considered inadequate, at the User's expense.
- 9.4. The User shall ensure, taking account of possible adverse weather conditions, that the Craft is equipped with fenders of adequate number and size to prevent contact with adjacent crafts and with pontoons and quays, and shall moor the Craft astern using suitable lines secured to the bollards or rings on the pontoon and, similarly, at the bow using lines and shackles secured to the connecting chain linked to the ground chain. MDI shall be responsible solely for matters relating to the maintenance of the ground chain and of the connecting chain extending from the ground chain to the last link to which the User has secured its mooring line with its own shackle. The Berth may already be equipped with mooring lines at the bow and the corresponding shackle. In such case, the User shall be required to verify their condition prior to use, decide whether to use them, assuming responsibility for their safekeeping, and thereafter ensure their constant inspection, integrity, maintenance, and/or replacement, remaining solely responsible at all times.
- 9.5. The User shall at all times ensure the safekeeping of the Craft and, more generally, of any property located within the assigned Resources, including during periods of absence. Prior to leaving the Marina, the User shall ensure that the Craft, its contents and appurtenances, and its moorings are in perfect condition, and, in particular, that the mooring lines are in sound condition and correctly secured in accordance with good seamanship practices.
- 9.6. In the event of an emergency, MDI personnel may replace mooring lines or fenders that are worn, deficient or otherwise ineffective, and, where there is a risk of sinking or collision, may board the Craft (including below deck and internal compartments) to take any action deemed necessary or useful to limit damage to the Craft or to other property in the Marina, without any obligation as to outcome and without assuming any liability, with the related costs charged to the User. In the event of adverse weather and sea forecasts and/or conditions, the User must at all times be able to take prompt action to prevent damage to the Craft, third-party crafts, and port infrastructures, and shall bear sole responsibility therefor.
- 9.7. With respect to any work, however minor, carried out on the Craft in compliance with the Regulations by contractors engaged by the User, the User shall assume full responsibility for ensuring compliance with all applicable occupational health and safety requirements, including Italian Legislative Decree 81/2008, by both the User and its contractors, indemnifying and holding MDI harmless from any liability arising from the acts or omissions of such contractors.

Article 10 – Consequences of termination of the effects of the Agreement on the Berth and the Craft

- 10.1. Failure to vacate and return the Berth to MDI upon the natural expiry of the Agreement and/or upon its termination for any reason, shall constitute unlawful occupation and improper use of state-owned maritime property, with all legal consequences, including criminal liability.
- 10.2. Upon termination of the effects of the Agreement for any reason (expiry, termination, matters relating to the state concession, etc.), the User shall immediately settle all amounts due to MDI and vacate the Berth. Failing this, MDI may relocate the Craft to another berth, with all related costs charged to the User, without assuming any responsibility for the Craft or for the property on board.
- 10.3. Upon termination of the effects of the Agreement, MDI shall be entitled to immediately cease the provision of the marina services, as well as the supply of electricity and water.
- 10.4. The User shall be required to vacate the Berth no later than 12:00 noon on the day of expiry of the Agreement. If the Resources are released after 12:00 noon, a charge equivalent to the full daily rate for the following day shall be incurred. Each day of occupation beyond the expiry of the Agreement shall be considered unauthorised and shall be invoiced in accordance with the applicable public daily tariff as unlawful occupancy, in addition to any further damages, without prejudice to the provisions of the preceding paragraphs.

- 10.5. Costs of removal, towing, hauling, launching, mooring and storage shall be charged to the User, who must settle them as a condition for the return of the Craft.

SECTION III – USE OF THE PARKING SPACE

Article 11 – Liability and indemnities relating to the Motor Vehicle

- 11.1. The Parking Space is intended as an appurtenance to the Berth pursuant to and for the purposes of Article 817 et seq. of the Italian Civil Code, and the User shall have exclusive use of it under the terms and conditions of the Agreement, if provided for therein.
- 11.2. The User shall be solely responsible for compliance with the laws relating to the Motor Vehicle and for any damage caused to persons or property by the Motor Vehicle and/or by persons accommodated and/or present therein. The User acknowledges that the state-owned port areas are subject to the provisions of the Highway Code, as expressly stated in the Regulations.
- 11.3. The User declares, assuming full responsibility, that all documentation relating to the Motor Vehicle and driving licence is valid and in order, and that the Vehicle is appropriately equipped as required by applicable laws and regulations.
- 11.4. MDI assumes no obligation to safeguard the Motor Vehicle parked in the Parking Space and/or within the port areas, nor any property contained therein.
- 11.5. The User acknowledges and agrees that MDI shall not in any way be liable for any damage caused to the Motor Vehicle, including, without limitation, by weather events, vandalism, theft, break-ins, collisions, or other damage caused by third parties. This shall apply even if MDI is in possession of a copy of the Vehicle keys, accepted solely for the User's convenience.
- 11.6. MDI shall have no liability for any property of the User brought into the Marina, nor for any injury, theft, or damage to persons or property that may be suffered by the User and/or its property within the Marina.
- 11.7. For reasons of ordinary or extraordinary maintenance, operational or organisational requirements of the marina or state-owned areas, sporting or nautical events, instructions of the Maritime Authority, or termination of the effects of Agreement or breach by the User, MDI may assign the User, on a temporary or permanent basis, a Resource other than the one specified in the Agreement. In this case, the User undertakes to relocate the Motor Vehicle without any objection, and/or claim of default and/or request for reduction and/or refund of the Consideration. Should the User fail to do so independently within five days of MDI's written request, MDI is hereby authorised to relocate the Motor Vehicle at the User's expense, except in cases of urgency, where MDI may proceed immediately at its own expense.

Article 12 – Insurance cover for the Motor Vehicle

- 12.1. For the entire duration of the Agreement, the User shall insure the Motor Vehicle with a policy providing mandatory third-party liability coverage.
- 12.2. The absence of a valid and effective third-party liability insurance policy and/or failure to carry out the required periodic inspection shall constitute a material breach by the User, entitling MDI to terminate the Agreement pursuant to Article 1456 of the Italian Civil Code.

Article 13 – Consequences of termination of the effects of the Agreement on the Parking Space and the Motor Vehicle

- 13.1. Upon termination of the effects of the Agreement for any reason (expiry, termination, matters relating to the state concession, etc.), the User shall immediately settle all amounts due to MDI and remove the Motor Vehicle from the Marina, leaving the Parking Space free and vacant. Failing this, MDI may forcibly relocate the Motor Vehicle to another area of the Marina, charging all related costs to the User, without assuming any responsibility for the safekeeping of the Motor Vehicle or of any property contained in it.
- 13.2. The User shall be required to vacate the Parking Space no later than 12:00 noon on the day of expiry of the Agreement. If the Resources are released after 12:00 noon, a charge equivalent to the full daily rate for the following day shall be incurred. Each day of occupation beyond the expiry of the Agreement shall be considered unauthorised and shall be invoiced in accordance with the applicable public daily tariff as unlawful occupancy, in addition to any further damages, without prejudice to the provisions of the preceding paragraphs.
- 13.3. Costs of removal, towing, parking and storage shall be charged to the User, who must settle them as a condition for the return of the Motor Vehicle.
- 13.4. In the event of non-payment of considerations for the Parking Space, or more generally any amounts due under the Agreement, including those relating to other Resources, MDI shall at any time be entitled to prevent the User from accessing or exiting the port and state-owned areas in any vehicle, and from using the aforementioned property, by applying immobilisation or other such devices, as

hereby authorised by the User. Such measures may remain in place until full payment of all amounts due, without the User being entitled to any claim for compensation or indemnity.

- 13.5. Failure to vacate and return the Parking Space to MDI upon the natural expiry of the Agreement and/or upon its termination for any other reason, shall constitute unlawful occupation and improper use of state-owned maritime property, with all legal consequences, including criminal liability.

SECTION IV – USE OF THE NAUTICAL STORAGE UNIT

Article 14 – Use of the Nautical Storage Unit and return

- 14.1. The Nautical Storage Unit is intended as an appurtenance to the Berth pursuant to and for the purposes of Article 817 et seq. of the Italian Civil Code, and the User shall have exclusive use of it under the terms and conditions of the Agreement, if provided for therein.
- 14.2. The Nautical Storage Unit may be used exclusively for storage and warehouse purposes. Any residential use or commercial activity, including activities not open to or accessible by the public, is strictly prohibited, and breach of this provision shall constitute an express ground for termination of the Agreement pursuant to Article 1456 of the Italian Civil Code
- 14.3. The Nautical Storage Unit shall be used solely for storage and warehouse purposes for the entire duration of the Agreement.
- 14.4. Any other use of the Nautical Storage Unit, whether permanent or temporary, is strictly prohibited and breach of this prohibition shall entitle MDI to terminate the Agreement pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to MDI's right to compensation of damages.
- 14.5. The Nautical Storage Unit shall be delivered complete with plasterwork and fittings, with unfinished flooring, and with provisions for water supply, drainage and electrical systems, but without internal installations. Upon taking custody of the Nautical Storage Unit, the User declares that it has inspected it, with the assistance of technicians of its own choosing, and accepts it in its current condition, acknowledging its full conformity with the agreed plans and permitted use, without reservation or condition of any kind.
- 14.6. The User may not carry out any internal or external works and/or improvements to the Nautical Storage Unit without MDI's prior written approval, for which purpose a detailed working plan shall be submitted to MDI. In the event of breach of the provisions of this article, MDI shall be entitled to automatically terminate the Agreement pursuant to Article 1456 of the Italian Civil Code, without indemnity and without prejudice to the compensation of damages.
- 14.7. Upon taking custody of the Nautical Storage Unit, the User shall also assume the obligation to keep the walls and masonry, installations and fittings in the condition in which they were received. In any event, from the delivery date and for the entire duration of the Agreement, the User shall be obliged to keep all installations present in the Nautical Storage Unit (including those constructed or installed by the User under its own exclusive responsibility and expense) in good working order, including electrical systems, and to ensure that their proper functioning is regularly inspected by qualified contractors and to use and adapt them in compliance with current and future applicable regulations, releasing MDI from any liability in this regard.
- 14.8. The User shall also obtain and maintain all certifications required for the installations present in the Nautical Storage Unit in accordance with the applicable regulations in force from time to time. Upon request, the User shall provide MDI with copies of such certifications.
- 14.9. Upon termination of the Agreement, the User shall duly return the Nautical Storage Unit to MDI with the installations in good condition, failing which the User shall be liable for damages, without prejudice to normal wear and tear due to use in accordance with the Agreement, age or force majeure.
- 14.10. It is further agreed that any works carried out by the User in the Nautical Storage Unit, including installations, shall be acquired by MDI without charge. MDI may, at its discretion, require the Nautical Storage Unit to be fully or partially restored to its original state upon expiry of the Agreement, with all related costs borne entirely by the User.
- 14.11. For reasons of ordinary or extraordinary maintenance, operational or organisational requirements of the marina or state-owned areas, sporting or nautical events, instructions of the Maritime Authority, or termination of the effects of Agreement or breach by the User, MDI may assign the User, on a temporary or permanent basis, a Resource other than the one specified in the Agreement. In this case, the User undertakes to remove the property contained in the Nautical Storage Unit without any objection, and/or claim of default and/or request for reduction and/or refund of the Consideration. Should the User fail to do so independently within five days of MDI's written request, MDI is hereby authorised to gain access and to remove said property at the

User's expense, except in cases of urgency, where MDI may proceed immediately. In the event of temporary relocation, the User shall not be entitled to any refund or compensation for costs and charges relating to electricity and/or water supply contracts. In the event of permanent relocation, MDI shall bear only the costs of transferring the relevant supply contracts to the new Resource, to the exclusion of any other refund or compensation for works or installations to be removed and reinstalled.

- 14.12. Failure to vacate and return the Nautical Storage Unit to MDI upon the natural expiry of the Agreement and/or upon its termination for any other reason, shall constitute unlawful occupation and improper use of state-owned maritime property, with all legal consequences, including criminal liability.

Article 15 – Safekeeping and Liability

- 15.1. The User shall take custody of the Nautical Storage Unit upon signing the Agreement, with all associated responsibilities.
- 15.2. The User shall strictly comply with the following obligations:
- Obligation to maintain a state of cleanliness, hygiene, and decorum consistent with the Marina's quality standards. MDI may carry out regular inspections to verify compliance with this obligation;
 - Ban on storing or using in the Nautical Storage Unit any items prohibited by law and/or, by way of example only, explosives or incendiary materials, open flames, compressed gases, flammable liquids or materials, oxidising agents and organic peroxides, toxic or infectious substances, liquid oxygen, weapons or ammunition of any kind, radioactive, corrosive, or magnetising materials, lithium batteries, alcohol, narcotics or medicines prohibited by AIFA, foodstuffs, perishable or temperature-sensitive materials, items requiring a controlled atmosphere or specific temperature, works of art, jewellery, money, negotiable instruments and valuables of any kind, or animals.
 - Ban on making sounds or noises, or carrying out activities that cause disturbance or annoyance in the areas surrounding the Nautical Storage Unit.
- 15.3. By express agreement of the Parties, breach of these obligations shall constitute grounds for termination of the Agreement pursuant to and for the purposes of Article 1456 of the Italian Civil Code, effective from the date on which the User receives MDI's written notice of its intention to invoke this termination clause, without prejudice to MDI's right to claim damages.

Article 16 – Maintenance obligations – Urgent repairs

- 16.1. The costs of upkeep and maintenance of the Nautical Storage Unit shall be shared between the Parties in accordance with applicable law, except for installations and equipment constructed or installed by the User, which shall remain entirely at the User's sole expense.
- 16.2. The User shall therefore maintain the Nautical Storage Unit in good condition at its sole expense and return it to MDI at the end of the Agreement in the same condition as received, without prejudice to normal wear and tear from careful use. For this purpose, the User shall carry out repairs and replacements in accordance with the provisions of Article 1609 of the Civil Code. In the event of breach of this obligation, MDI shall be entitled to carry out such repairs and replacements on behalf of the User at the User's expense and charge. MDI shall be released from any liability for damages that may be caused to the User or third parties as a result of the breach of this obligation. In any case, the User shall bear all costs, including extraordinary costs, for the maintenance and repair of any installations and building works that it installs or carries out in the Nautical Storage Unit.
- 16.3. Furthermore, if repairs that are not the User's responsibility are required in the Nautical Storage Unit, the User shall promptly notify MDI in writing, specifying the work needed; failure to do so shall preclude any claim for compensation or indemnity, even if such would otherwise be due.
- 16.4. MDI reserves the right to carry out any urgent works in the Nautical Storage Unit in compliance with Articles 1583 and 1584 of the Italian Civil Code, without the User being entitled to claim any damages or indemnity on any grounds.

Article 17 – Consequences of termination of the effects of the Agreement on the Nautical Storage Unit

- 17.1. Upon termination of the effects of the Agreement for any reason (expiry, termination, matters relating to the state concession, etc.), the User shall immediately settle all amounts due to MDI and return the Nautical Storage Unit along with the access keys, free of persons and belongings.
- 17.2. Following termination of the effects of the Agreement, MDI shall be entitled to immediately cease the provision of the marina services.
- 17.3. If, upon termination of the Agreement, the User fails to settle all amounts due and immediately vacate the Nautical Storage Unit, the

User hereby expressly authorises MDI to access the Nautical Storage Unit, change the locks to prevent the User's access, and, at MDI's discretion, either:

- a) to remove the contents and store them elsewhere, at the User's expense, without any safekeeping obligation or liability, including in areas exposed to the elements; payment of all related costs shall be a condition for the return of the items in the state in which they are stored.
 - b) to apply the procedure provided for under the rules on the sale of pledged property, pursuant to Articles 2796 et seq. of the Italian Civil Code, to which the Parties expressly refer and intend to give full effect.
 - c) to demolish or remove to a public disposal site any contents remaining there, at the User's expense and charge.
- 17.4 The User shall be required to vacate the Nautical Storage Unit no later than 12:00 noon on the day of expiry of the Agreement. If the Resources are released after 12:00 noon, a charge equivalent to the full daily rate for the following day shall be incurred. Each day of occupation beyond the expiry of the Agreement shall be considered unauthorised and shall be invoiced in accordance with the applicable public daily tariff as unlawful occupancy, in addition to any further damages, without prejudice to the provisions of the preceding paragraphs.

SECTION V – SERVICES

Article 18 – Supply of the Services

- 18.1 Supply of the Services is understood to be exclusive pursuant to Article 1567 of the Italian Civil Code, and any non-use and/or partial or temporary use of the Services by the User shall not result in any adjustments to the agreed Consideration. The User may not therefore refuse to pay for the Services on the grounds of non-use.
- 18.2 Amounts payable by the User for the supply of electricity and water shall be calculated based on the kilowatt-hours or cubic metres recorded by the dedicated meters, multiplied by a coefficient determined by the ratio between the kilowatt-hours or cubic metres consumed and the total cost of the most recent known bill, increased by a percentage to be specified in the Special Conditions of the Agreement.
- 18.3 Water and electricity are generally provided via a prepaid chip system. Where no such system is provided or available, payment for the supply must be made within ten days of MDI's written request, after which MDI, without prejudice to the provisions of Article 3.5 above, shall be entitled to immediately suspend the provision of Services, including the supply of water, electricity, Wi-Fi, etc., without further notice and without the User being entitled to claim any compensation or indemnity on any account or grounds.
- 18.4 Without prejudice to the foregoing, by the expiry date of the Agreement or the termination of its effects, the User must have settled all amounts due for the supply of electricity and water, as well as for all Individual On-Demand Services. In the event of non-payment, MDI shall be entitled to exercise a right of retention over the Craft and/or the contents of the Nautical Storage Unit and/or the Motor Vehicle, as provided in Article 22.
- 18.5 Activation of the electricity and/or water supply, and more generally of any Individual On-Demand Services, is conditional upon payment of the Consideration within the deadlines specified in the Agreement.

Article 19 – Limitations of MDI's liability

- 19.1 MDI is expressly released from any liability for malfunctions, interruptions, voltage drops and/or overloads affecting the electricity or water supply services or the provision of all Services, or for any total or partial inability to use the Resource. Accordingly, all risks relating to the actual usability of the Marina and the Resource shall remain entirely with the User.
- 19.2 It is strictly forbidden to interfere with electrical sockets or service pedestals and/or to use sockets, and cables that are not duly certified or not appropriate for the power supplied.
- 19.3 The full or partial unauthorised transfer of the Services to third parties, as well as the use of non-compliant and/or unsuitable electrical sockets and/or cables, shall entitle MDI to terminate the Agreement pursuant to Article 1456 of the Italian Civil Code.

Article 20 – Charges and payments

- 20.1 The charges for the General Services are included in the Tariff, which includes the IMU charge (and similar taxes) and is determined by MDI on the basis of objective criteria.
- 20.2 With the exception of the supply of electricity and water services, the consideration for which is determined pursuant to Article 18.2 above, the other Individual On-Demand Services shall be charged to the User based on the Tariffs or quantified on a case-by-case basis.
- 20.3 The Services shall be paid according to the procedures set out in the Agreement.

- 20.4 Payment of the aforesaid Individual On-Demand Services, or of any other amounts due, including for ancillary services or other accessory charges, cannot be suspended or delayed by claims or objections raised by the User, on any account or grounds.
- 20.5 MDI shall be entitled to suspend the provision of the Services to any User in default of payment of the amounts due for such Services; the defaulting User shall also be charged default interest at the maximum rate established by Italian Legislative Decree 231/2002.

SECTION VI – FINAL GENERAL PROVISIONS

Article 21 – Non-assignment of the Agreement

- 21.1 The User may not assign the Agreement to third parties, whether in whole or in part, on any grounds whatsoever; accordingly, the User may not assign the Berth, the Parking Space or the Nautical Storage Unit to third parties without MDI's prior written consent. Unauthorised assignments shall be null and void and constitute grounds for termination of the Agreement pursuant to Article 1456 of the Italian Civil Code.
- 21.2 Likewise, the User may not transfer to third parties, even on a temporary basis and on any grounds whatsoever, the use of the Resource, under penalty of termination of the Agreement pursuant to Article 1456 of the Italian Civil Code.
- 21.3 The User may not substitute the Craft specified in the Agreement with another craft, even if owned by the User, without MDI's prior written consent, under penalty of termination of the Agreement pursuant to Article 1456 of the Italian Civil Code.
- 21.4 If the User breaches the prohibitions set out above, without prejudice to MDI's right to terminate the Agreement pursuant to Article 1456 of the Italian Civil Code, the User shall be jointly and severally liable with the third-party user of the Resource towards MDI for any breach, damage or loss attributable to the acts and/or omissions of such third parties, and shall indemnify and hold harmless MDI against any complaints, claims and/or actions brought by third parties. MDI shall also be entitled to immediately suspend the provision of the Services, including the supply of water and/or electricity, Wi-Fi, etc., without prior notice and without the User or the third-party occupant being entitled to claim any compensation of damages and/or indemnity on any account or grounds.
- 21.5 Occupation of the Resource(s) in breach of the foregoing prohibitions shall constitute unauthorised occupation and unlawful use of state-owned maritime property, with all legal consequences, including criminal liability, borne by the User and the third party.
- 21.6 The User shall also be jointly and severally liable with any third parties in the event of failure and/or delay in vacating the Resources, as well as for the payment of any amounts due to MDI.
- 21.7 The User hereby acknowledges that MDI shall be entitled to use the Berth referred to in the Agreement in the event of the Craft's absence, without any reimbursement and/or compensation being due to the User for such use, and the User shall be required to inform MDI at least 24 hours in advance of the Craft's departure and return to the Marina, so as to allow the Berth to be freed for potential use.
- 21.8 If a User, which is a legal entity, intends to transfer its business, or a branch of its business which includes the Agreement, such transfer may only occur if the User is fully up to date with all payments, and, accordingly:
- a. The third party shall be required to sign a takeover agreement provided by MDI;
 - b. Provide a copy of documents proving the existence of the company and the absence of insolvency proceedings, tax identification number, VAT number, registration details in public registers, as well as a copy of the legal representative's identity document.
 - c. Provide a copy of the notarial deed effecting the transfer of the business branch that includes the Resource.
 - d. Provide copies of all documentation required under Article 7.1 above.
 - e. Provide a signed notice, also signed by the third-party purchaser, authorising the processing of personal data in accordance with Regulation (EU) 2016/679 (the "GDPR") and Italian Legislative Decree No. 196/2003, as amended, where necessary.

Article 22 – Right of Retention and Sale pursuant to Article 2796 et seq. of the Italian Civil Code

- 22.1 The ability to depart with and/or retrieve (whether permanently or temporarily) the Craft, Motor Vehicles, and/or, in general, any property located within the areas leased from MDI, whether on land or at sea, by the User/Shipowner/Owner/Captain or any third parties (including Lessees, Users, etc.) is conditional upon the full and timely payment of all amounts due to MDI under the Agreement.
- 22.2 Failure by the User to pay sums due to MDI for any account under the Agreement — including sums under dispute, or in the event that the Agreement has been terminated and/or has become ineffective or

invalid — shall formally grant MDI a “right of retention” over the property located within the leased areas (including vehicles, watercrafts, boats and ships, whether commercial or otherwise, and any other movable property, whether registered or not), and this right is expressly recognised, accepted and authorised by the User. For this purpose, the User hereby authorises MDI to take such legal or factual measures deemed necessary to prevent access to the Resources and/or the removal of vehicles, Crafts, or, in general, any property from the Marina or the areas under state concession, and to apply the procedure set out in Articles 2796 et seq. of the Italian Civil Code concerning the sale of pledged property, to which the Parties expressly refer and intend to give full effect, even in respect of vehicles, watercrafts, boats or ships registered in public registers, whether commercial or for recreational use.

Article 23 – Management of the Marina

- 23.1 MDI may entrust the full or partial management of the Marina to another party at any time, providing notice to the User.
- 23.2 In such case, unless otherwise provided, MDI's rights under the Agreement and the Regulations shall be exercised by the party entrusted with managing the Marina.
- 23.3 The User is prohibited from installing on the Resources or in the state-owned areas, even temporarily, any radio, TV or telephone antennas and satellite dishes, carrying out works to access the Resource, installing awnings, air-conditioning units, etc., without the prior consent of MDI, which may, in such circumstances, specify the installation procedures.
- 23.4 The User shall bear full responsibility for any damage caused, including to MDI and third parties, as a result of a breach of the foregoing rules, and shall bear all costs necessary to restore the Resource to its original condition.
- 23.5 The User may not occupy or use, even temporarily, any area under concession that is not included in the Agreement, without MDI's prior written authorisation.
- 23.6 In the event of non-compliance with the above, following a formal notice to remove the items within five days, MDI may directly seize any illegally placed items for their demolition at the User's expense, without the User being entitled to claim any compensation, indemnity, or other remedy from MDI.

Article 24 – Cases of termination of the Agreement

- 24.1 The Agreement for the use of the Berth may, from the outset, also include the use of the Parking Space and/or the Nautical Storage Unit. However, even where the Agreement is later extended to cover the Parking Space and/or Nautical Storage Unit, it shall always be regarded as a single, unified contract, so that any breach relating to one Resource shall be deemed to affect all other Resources, with the result that the Agreement may be terminated in its entirety.
- 24.2 MDI shall be entitled to automatically terminate the Agreement pursuant to Article 1456 of the Italian Civil Code, informing the User of its intention by registered letter with notice of receipt or by certified email (PEC), in the following cases, which are considered particularly serious, having regard to the interests of the Parties:
 - a) Article 3.5 (non-payment or partial payment of amounts due within the terms set out in the Agreement);
 - b) Article 5.3 (breach of the Regulations);
 - c) Article 7.1 (failure to submit or renew the documentation);
 - d) Article 7.3 (breach of the authorised size of the Craft);
 - e) Article 7.4 (failure to submit documentation);
 - f) Article 8.2 (absence of a valid third-party liability insurance policy);
 - g) Article 12.2 (absence of a valid third-party liability insurance policy or failure to carry out regular inspections);
 - h) Articles 14.2 and 14.4 (prohibited use or change of purpose of the Nautical Storage Unit);
 - i) Article 14.6 (unauthorised alterations or works carried out in the Nautical Storage Unit);
 - j) Articles 15.2 and 15.3 (breach of obligations or storage of prohibited materials);
 - k) Article 17.3 (non-payment or partial payment of services for the supply of electricity and/or water and/or Individual On-Demand Services within the terms set out in the Agreement);
 - l) Article 18.2 (transfer of the Services);
 - m) Article 20.1 (assignment of the Agreement);
 - n) Article 20.2 (transfer of use of the Resource);
 - o) Article 20.3 (substitution of the Craft).

Article 25 – Inspection of condition of the Resources and of the Marina

- 25.1 The User declares that they have inspected the Resources, appurtenances, and Services and are fully aware of their condition, as well as of the general state of the Marina and any works still in progress, and therefore of any possible unavailability or limited use of the Services, and, having done so, declares them suitable for use.

Article 26 – Protection of personal data

- 26.1 Having acknowledged the attached privacy notice, the User declares that they have been duly informed of the purposes and methods of data processing, the voluntary or mandatory nature of providing personal data, the consequences of refusal, the persons to whom the data may be disclosed or who may become aware of the data in the capacity of data processors or authorised personnel, the scope of disclosure of the data, the rights and the identity details of the data controller, which is MDI.

Article 27 – Entirety of the Agreement

- 27.1 The Agreement constitutes the complete expression of all understandings between the Parties regarding its subject matter and supersedes any prior agreements.
- 27.2 Any tolerance by MDI of conduct by the User in breach of the provisions of the Agreement (Special Conditions and/or General Conditions) and/or the Regulations shall not constitute a waiver of the rights arising from the provisions breached, nor of the right to demand strict compliance with all terms and conditions set out herein.
- 27.3 Any amendments to the Agreement (Special Conditions and/or General Conditions) shall be valid and effective only if agreed in writing and signed by both Parties.

Article 28 – Governing law and jurisdiction

- 28.1 The Agreement shall be governed by Italian law.
- 28.2 Any dispute relating to the application, interpretation, performance, breach, or termination of the Agreement (Special Conditions and/or General Conditions), or connected or consequential thereto, shall be submitted to the exclusive jurisdiction of the Court of Imperia. This exclusive jurisdiction shall also apply to Consumers where this clause has been expressly accepted and signed by the Consumer in the Special Conditions, such signature serving as evidence that this clause was the subject of specific individual negotiation.

Article 29 – Address for service

- 29.1 MDI's address for service is its registered office.
- 29.2 The User's address for service is the Craft, or alternatively, a Maritime Agency.
- 29.3 The User's address for service shall remain effective even in the event of termination of the Agreement for any reason, and in any case for matters relating to the use of the Berth, Nautical Storage Unit, Parking Space, bookings, and the provision of Services, including any occupation or use of port resources on any account and with any Craft of which the User is owner and/or shipowner and/or captain and/or operator, until such time as the address for service is changed by a separate written agreement between the Parties.
- 29.4 Without prejudice to the foregoing, the User expressly acknowledges that any communication between the Parties, including the service of legal documents, shall be validly effected if delivered to the Craft, the Maritime Agency if designated, or the User's residence or registered office at the address stated in the preamble to the Agreement, by registered letter with notice of receipt, certified email (PEC), or through process servers, with the understanding that communications, including the service of legal documents, made by certified email to any addresses stated in the preamble to the Agreement or obtained from public records shall still be valid and effective.
- 29.5 The User expressly undertakes to promptly notify MDI in writing, by registered letter with notice of receipt or by certified email, of any changes to the address (including certified email address) provided in the Agreement. In the absence of such notification, any communication and/or service sent to the address (including certified email address) stated in the preamble to the Agreement, without prejudice to the validity of communications and service effected at the Craft if present in the Marina or c/o the Maritime Agency if designated, shall in any case be deemed valid and effective for all legal purposes. The User expressly waives any objection or challenge arising from failed delivery and/or receipt, as this shall be solely attributable to the User's failure to comply with the above notification obligation.

Article 30 – Language used and effects

- 30.1 Italian shall be the only language having legal effect in all relations, acts and correspondence between the Parties.
- 30.2 The Agreement (Special Conditions and General Conditions), the Regulations and any other contractual document or annex shall be drawn up exclusively in Italian, and the Italian text shall be the only text having legal effect.
- 30.3 For the User's convenience, an English-language copy of the General Conditions is available on the website and an English-language copy of the Special Conditions may be provided, and correspondence may also be conducted in English. However, in the event of any discrepancy, inconsistency or issue of interpretation,

only the Italian texts shall be valid and applicable, and in the event of any dispute, including out-of-court disputes, Italian shall be the sole language of the proceedings.
