

## Contract for the Supply of Services

between

GRUPPO SINAPSI Srl headquartered in Reggio Emilia, Via Rodano, 17, Tax Code and P. VAT 01877510352, registered with the Register of Companies of Reggio Emilia, in the person of its legal representative, Mr. Giovanni Cortesi (henceforth referred to as the "SUPPLIER");

and

\_\_\_\_\_ Based in \_\_\_\_\_, \_\_\_\_\_ Tax Code and P. VAT \_\_\_\_\_, registered with the Register of Companies of \_\_\_\_\_, in the person of its legal representative, \_\_\_\_\_ (hereinafter, referred to as the "CLIENT");

### 1. Definitions

The parties that convene and agree to the provisions of the contract and terms therein contained, shall hereafter be referred to as the CLIENT the party subscribing to this contract with the intent of utilizing the service made available by the SUPPLIER.

SUPPLIER the party providing the service defined in the agreement. This party is legally identified as GRUPPO SINAPSI Srl the proponent of this contract for the supply of services. Hereafter in the contract mention will be made of some technical or commonly used terminology, such as: SPORTRICK, this means the availability of SportRick software on physical/logistic resources available to the CLIENT, not exclusively and with pre-defined characteristics that can't be modified by the CLIENT.

### 2. Subject of the Agreement

The SUPPLIER proposes to the CLIENT the stipulation of conditions that make it possible to utilize the services requested with the characteristics and applications defined for the chosen type of service, as detailed in the technical data sheet of the product, available at web site [www.sportrick.com](http://www.sportrick.com). Total or partial transfer to third parties of the services subject of this contract is not granted. The draft contract applicable is the one for the renting of objects or lease, by which the CLIENT will never become the owner of the services offered.

### 3. Supply procedure

The supply of services is carried out in accordance with the SPORTRICK formulas defined above.

### 4. Result Guarantee

The SUPPLIER undertakes to provide the service, with the characteristics conformant to those laid down in the product description sheets, at the date of the signing of the contract; hardware and software updates may, however, need to be carried out depending on contingent circumstances.

## 5. Responsibility for the data

The CLIENT is fully liable for data inserted in the permanent memory reserved for him by the SUPPLIER, and for any controversy that may arise in connection with the distribution of such data over the web. With the signing of this contract, the CLIENT agrees to exempt the SUPPLIER from any civil and/or penal responsibility deriving from the storage and divulgation of data inserted by him that may be in violation of any law in force at the time of issue of this contract, or in the future for the entire duration of the contract.

The CLIENT is responsible for any violations of copyright caused by data or programmes subjected to royalties, and contained in the server but not explicitly provided by the SUPPLIER. Also the CLIENT shall stand surety for the SUPPLIER for any type of burden deriving from such violations, or from any violations made by the CLIENT

## 6. Unavailability of the service

By signing this Agreement, the CLIENT accepts that SUPPLIER will not be held liable for any damages or loss of income resulting from the unavailability of the service.

## 7. Duration of the agreement and economic considerations

This contract has the duration of 1 month, and is tacitly renewed at the date of expiration unless one of the parties gives an advance notice of termination at least 15 days before the expiration date via registered letter with advice of receipt.

SPORTRICK is "pay per use" and based on a rechargeable wallet at page <http://www.sportrick.com> . SPORTRICK will be stopped upon exhaustion of the wallet prepaid credit. The continuity of service is guaranteed by the quickly recharge of wallet to be made before you run out of a remaining balance. The balance of is always visible in the Management Panel;

The CLIENT acknowledges and agrees that:

- a. recharge of wallet must be made on <http://www.sportrick.com>, and
- b. is his express and exclusive obligation to recharge the wallet taking into account the average time taken to process payments on this website <http://www.sportrick.com>, and as a result,
- c. is his express and exclusive responsibility to recharge the wallet in order to use SPORTRICK according to his needs, before his wallet is empty.

All transactions have an identification number, SUPPLIER will issue an invoice within the month of competence. The Customer acknowledges and accepts that the invoice may it be transmitted and/or made available in electronic format.

SPORTRICK is available until complete exhaustion of wallet. After expiration any data will be permanently deleted.

## 8. Rescission

Should the CLIENT withdraw from this contract before its expiration, he is still liable for payment of contract duration rent rate even for the period in which the service is not utilized, as rescission damages.

The SUPPLIER reserves the right to totally or partially suspend the service without advance notice in the case of a serious breach for technical, behavioural or financial reasons on the part of the CLIENT, who is held liable for payment of the entire annual rent for the service indexed with possible related arrears.

Should the SUPPLIER no longer be able or willing to tacitly renew this contract at the date of expiration, he has to give advance notice 15 days before to the CLIENT who does not present any breach.

#### 9. Interruption of service

The SUPPLIER has the right to suspend the service offered, without advance notice, should one of the following circumstances occur:

- a. the CLIENT is in arrears for non-payment of rent and/or start-up charges for services calculated in an invoice which has been expired for over 30 days. In this case the service may be resumed on condition that arrears, updated at the current interest rates.
- b. the CLIENT takes active part in attempts at violating information systems belonging to the SUPPLIER or to third parties, by using the service made available to him by the SUPPLIER.
- c. the CLIENT represents a risk and/or unstable element because of programming and/or management activities that may damage the SUPPLIER.

For service “suspension” or “termination” is meant that it becomes totally impossible to make use of the services subject of the current contract with any means of telecommunications.

In all cases, the reactivation of the service is subject to a fixed contribution of reactivation in EURO 72.00 plus VAT.

Should the suspension of service be due to what is laid out in the above mentioned commas (a) and (b), the SUPPLIER has the right to extend the effects of the suspension even to other contracts, independent of the present one, regularly established and in force with the CLIENT.

“Suspension” or “termination” of service does not entail the destruction of the material that may be involved in the use of the service, as indicated in art. 1. This material will be removed by the servers belonging to the SUPPLIER no sooner than 15 days from the date of suspension and/or termination of the service.

#### 10. Competent court

The supply contract is regulated by the laws of the Italian Government.

The parties acknowledge Reggio Emilia as the court of competent jurisdiction for controversies relevant to this contract.

#### 11. Notices for CLIENT and CLIENT site

Any notices relating to this contract must be communicated in writing and sent via registered letter with advice of receipt, or via telegram to the addresses indicated in this contract, and accepted as correct. Should the CLIENT give an erroneous address or fail to communicate any changes, notices sent shall be considered received all the same.

#### 12. Deadline

The date on which this contract comes into force between the parties shall be inferred from when the SUPPLIER makes the service available to the CLIENT by activating the service requested. Any supplementary services requested after start-up of the main service will be automatically discontinued at termination of the main service.

Date, Stamp and Signature:

#### 13. Treatment of personal information

The personal data given by the CLIENT to the SUPPLIER is protected under art.13 of the decree law n. 196/2003 – Code on the protection of personal data. This article is detailed on the SUPPLIER website, above-mentioned. The CLIENT authorizes the use of his personal data in order for this contract to be carried out. The SUPPLIER is responsible for the treatment of personal data, in accordance with law n. 196/2003; The execution of this contract is dependant on the conferring of all data relevant to it, thus in case of default it shall be impossible to carry out the contract.

Date, Stamp and Signature:

In confirmation of this agreement we explicitly declare to have paid particular attention to what is herein laid down regarding the compelling nature of the supply contract proposal, the prices agreed on, the terms of payment and the following articles: Art.3 Supply procedure, Art.5 Liability for data, Art.7 Duration of the contract, Art.8 Rescission, Art.10 Controversies, Art.11. Notification address; 12. Deadline, of which we accept and approve articles 1341,1342 of the Civil Code.

Date, Stamp and Signature: