

WIMSE ONLINE REGISTRATION AGREEMENT

This contract is signed and takes effect from **2023-07-07**,

BETWEEN: **WIMSE**

Represented by its CEO,

firstly,

AND: **revon91384**, hereafter referred to as the "**SUPPLIER**", a solar equipment manufacturer whose registered office is located at: **Address Ivato 102**

Represented by its CEO,

on the other hand.

INTRODUCTION

We welcome you to **WIMSE! The world's first marketplace for solar equipment intended exclusively for "PV Distributed" installers and craftsmen.**

We always start any new relationship with a **SUPPLIER** of solar equipment with an online registration agreement.

If you agree with what you read below, you can click "YES" at the end of the contract to acknowledge the terms and conditions.

This acceptance by clicking "YES" constitutes the equivalent of your signature on a written contract and this obligation will result from legal obligations.

By clicking on "YES" you will have immediate access and will be able to use the services available on WIMSE.

1. ACCESS AND SERVICES

WIMSE is a global marketplace designed to promote direct sales of solar products by solar equipment manufacturers to solar installers worldwide. **WIMSE** is an online marketplace that specializes in "PV DISTRIBUTED" (Residential PV, Commercial PV, Industrial PV). **WIMSE** is a solar marketplace reserved exclusively for solar equipment manufacturers. **WIMSE** operates as a B2B exclusive solar marketplace."

2. FREE SHOWCASE

WIMSE provides the **SUPPLIER** with an unlimited showcase of products. The **SUPPLIER** has unlimited access to its **WIMSE** showcase without any subscription fees.

3. WIMSE RULES

The **SUPPLIER** independently manages the promotion of its products. The **SUPPLIER** selects the products displayed for sale. The **SUPPLIER** itself determines the terms of sale related to the product (price, technical information, availability, guarantee, packaging, photos, etc.)

4. PRICE OF THE PRODUCTS

The SUPPLIER sets the selling price of the products to be displayed online on WIMSE.

WIMSE undertakes to sell the products at the prices set by the SUPPLIER.

The selling price is the SUPPLIER price of the goods, delivered to WIMSE designated freight forwarder's depot (FCA) in the country of the SUPPLIER .

The sale price is firm and definitive on the day of the online display.

The **SUPPLIER** may modify its selling price whenever it wishes, without any constraint. However, any order placed at the price displayed on **WIMSE** must be maintained and guaranteed by the **SUPPLIER**.

5. SELLING RIGHTS

The **SUPPLIER** grants **WIMSE** a right to sell the products on behalf of the **SUPPLIER** in the territory defined by the **SUPPLIER**.

The **SUPPLIER** defines the sales territory knowing that **by default the sales territory is worldwide**.

A territory selection tool is available on the **SUPPLIER** extranet accessible via the **WIMSE** marketplace.

WIMSE undertakes to do its best to sell the products during the period of validity of the Selling Rights.

6. ORDERS

The **SUPPLIER** will make the necessary arrangements to execute the orders transmitted by **WIMSE** in accordance with this contract as quickly as possible.

7. COMMISSIONS ON WIMSE SALES

In return for free access to the **WIMSE** solar marketplace,

In return for the notability of the global solar marketplace **WIMSE**,

In return for the direct opening to the global “PV Distributed” market,

In return for the global advertising of the **WIMSE** solar marketplace,

In return for the financial and administrative management of orders from solar installers,

In return for the total management of the order until the final delivery to the solar installers,

A commission of 20% on the selling price excluding tax, sale price defined by the SUPPLIER, will be deducted for each WIMSE order of goods to the SUPPLIER.

Example:

Sale of a pallet of 20 solar panels of 500 Watts to a solar installer.

Sale price displayed online on the **WIMSE** marketplace: \$125 per panel, or \$0.25 per Watt.

WIMSE commission: 20%, or \$25 per panel sold.

WIMSE Purchase Price to the **SUPPLIER**: \$100 per panel, i.e. \$0.20 per Watt / \$2,000 per pallet

WIMSE Sale Price to the solar installer: \$125 per panel, i.e. \$0.25 per Watt / \$2,500 per pallet

8. PAYMENT FOR GOODS

WIMSE will pay a 20% deposit to the SUPPLIER upon ordering, after validation of the order by the **SUPPLIER**.

WIMSE will pay the balance of the order upon delivery of the goods to **WIMSE**'s designated freight forwarder in the country of the **SUPPLIER**, before the departure of the goods to the solar installer.

9. ADVERTISING, DOCUMENTS AND INFORMATION MEDIA

During the validity period of the Selling Rights, the **SUPPLIER** must provide **WIMSE** with an adequate amount of advertising media and documents, including evaluation versions of the products, to help **WIMSE** in the sale of the products.

10. PRIVACY

WIMSE shall keep trade secrets, including information on customers, logistics, finance, research and development activities in strict confidence, and shall not provide them to any third party throughout the validity period of the Selling Rights.

11. PROPERTY RIGHTS

By using **WIMSE**, the **SUPPLIER** has access to many of its features, but some of its aspects remain under the exclusive property control of **WIMSE**.

WIMSE owns the intellectual property rights on all the protectable components of its marketplace, including software, related documentation, user interfaces, the name of its marketplace, all individual characteristics, as well as collective works constituting message sequences public on its marketplace.

The **SUPPLIER** is not entitled to reproduce any sequence of messages from our marketplace, neither electronically nor by printing without our authorization. Furthermore, the **SUPPLIER** does not have the right to copy, modify, adapt, reproduce, translate, regenerate, recompile or dissociate any aspect of the **WIMSE** marketplace.

12. WIMSE BRAND IMAGE

WIMSE will not authorize anyone to take any action detrimental to the brand image of the **WIMSE**.

13. TERMINATION OF ONLINE REGISTRATION AGREEMENT

The **SUPPLIER** may suspend or terminate its online registration agreement at any time. However, current orders must be respected and honoured.

WIMSE reserves the right to modify, suspend or terminate access to the services on **WIMSE** at any time for any reason without notification.

14. LEGAL JURISDICTION

Any legal action will be within the exclusive jurisdiction of the courts of MAURITIUS.

15. RECOGNITION

This contract represents the entire agreement within the framework of the online business relationship between the **SUPPLIER** and **WIMSE**.

IF YOU AGREE TO BE BOUND BY THE TERMS OF THE **WIMSE** ONLINE REGISTRATION AGREEMENT, please click the "YES" button.

If you do not accept the terms of the **WIMSE** online registration contract, please click "NO".