



COOPERATION AGREEMENT between YardMate and YardMate Member

Parties of this agreement: **YardMate Oy** (Business id: 28265254), later "YardMate", having a principal place of business at Itäinen Pitkätatu 4. 20520 TURKU, FINLAND

YardMate Member, the name and Business id of the company as it is registered as a YardMate Member (<http://www.yardmate.fi/en/members/>), later "Company"

- (i) WHEREAS YardMate is an open business consortium representing its member companies from various business fields and wishing to offer their products and services to other members and/or customers of YardMate, and
- (ii) the Company wishes to become a member of YardMate and utilize the network and business match-making facilities, which will be provided under the following terms and conditions:
 - 1. YardMate's members ("Members") cover companies that supply, offer and purchase services, products, solutions and/or other forms of business models/devices ("Products" / "Product") usable directly or indirectly in the maritime industry.
 - 2. YardMate's customers ("Customers") are companies (e.g. Cruise Lines and Yards) and Members seeking for Products and services among the Members of YardMate.
 - 3. YardMate facilitates sales and business opportunities - "leads and orders" - to the Company towards the Customers. This is done by, *e.g.*, carrying out following type of activities:
 - i) creating of awareness, by way of an open internet platform and social media, about the Members and their Products;
 - ii) representing Members to the Customers and potential customers by way of various arrangements, which can be local and/or global business fairs, YardMate marketing events, specific B2B meetings, direct contacts to Customers and/or other Members, direct contacts to potential customers and/or members, identifying potential business connections and leads in local & global media, direct marketing to identified, potential business connections at maritime and/or other related business and networking events, and other suitable ways best benefitting the Members and Customers; and
 - iii) connecting Members and Customers by arranging events such as workshops, monthly meetings etc.
 - 4. Description of Product: Under the YardMate Member page content, description and instructions of the Company YardMate will offer the Products either alone or in combination with other products or services to the Customers, as they best fit to the respected Customer's needs and requirements.
 - 5. Geographical Area: The primary geographical territory of YardMate presently covers Finland and Europe. However, due to the global nature of maritime business, this agreement covers all the countries globally no matter if the sale or business negotiation has been initiated in Finland or in some other country.



6. The Company alone is responsible to ensure that the description of the Product is correct enabling YardMate to market it to the Customers. The Company is responsible to provide YardMate all and any up-to-date references it wishes to be used to promote the Product to the Customers and other Members. The Company shall also inform YardMate in case of any material variations, alterations and/or changes in volume to the Product if significantly lower than reasonably to be expected and in every way act within good business practice as a Member of YardMate.
7. YardMate does not bring forth any declaration nor any warranty – explicit or implicit – concerning the quality, correctness, quantity or compliance with Customer’s technical, regulatory, safety or other requirements regarding the Product they are looking for.
8. Non-disclosure statement: During the period of validity of this Agreement and also after its termination, both parties agree to not make use of or disclose to third parties’ business secrets or professional secrets of the other party which have been entrusted to it or which it otherwise has obtained through cooperation. This liability does not cover, though, information publicly known or available e.g. on the parties’ website.
9. Good faith and fair dealing: In carrying out their obligations under this contract the parties will act in accordance with good faith and fair dealing. The provisions of this contract, as well as any statements made by the parties under this agreement, shall be interpreted in good faith.
10. YardMate shall not be liable for any misrepresentations, delays, faults, defects (whether known or unknown at the time of concluding the Sale Contract) nor similar incidents and the Company commits to hold YardMate, its employees and agents harmless against any claims, demands or legal proceedings against the Company related to the Sale Contract.
11. All the travel expenses incurred to YardMate’s representatives due to participation into pre-contractual, contractual and after-contractual (if applicable) negotiations on behalf of the Company, has to be agreed upon between Company and YardMate.
12. Finder’s fee, later “provision”: If and when the Company shall close a sale of products and/or services with Customers through YardMate or as a result of YardMate’s action or contribution; buyer, individual, entity, or representative of same introduced to the Company by, or through YardMate during the term of this agreement and also after the termination of this agreement when the deals between Customer and Company can be seen originated during the term of this agreement, then Company shall pay YardMate a provision within thirty (30) days after Customer’s payment. The amount of provision is 10 per-cent (10%) of the value of trade (gross value).
13. Termination: Period of notice for terminating the contract: Thirty (30) days by either contract party.

This contract is governed by the laws of Finland.