

## Cooperation Agreement

This Cooperation Agreement (“**the Agreement**”) is hereby entered into by and between

North Retail ApS  
Egå Havvej 25  
8250 Egå, Denmark  
VAT: 40775943  
 (“**Company A**”)

and

*NAME*  
*ADDRESS*  
*VAT*  
 (“**Company B**”)

Company A and Company B are individually referred to as “**the Party**” and collectively “**the Parties**”.

### 1. Purpose and scope

- 1.1 The purpose of the Agreement is to establish a legal framework for the cooperation between the Parties.
- 1.2 The working title for the project is cooperation for the Danish, Swedish and Norwegian retail market.
- 1.3 The Parties has agreed to cooperate on the facilitation of the Danish, Swedish and Norwegian retail market with products from Company B.
- 1.4 The Parties will be acting independently, and the Agreement does not constitute a joint venture nor any form of partnership between the Parties.

### 2. Product and price change

- 2.1 Discontinuation: If company B wishes to discontinue a product it must be done in accordance with the customer of Company A’s Change of Range and minimum 3 months in advance.
- 2.2 Price increases can only take effect upon written approval of Company A and at 3 months’ notice. Unless otherwise agreed.
- 2.3 Terms of payment: Payment needs to be done in accordance with applicable conditions as agreed.

### 3. Logistics

- 3.1 In case of delivery problems, Company A must be contacted immediately.
- 3.2 Company A reserves the right to claim full compensation for costs in case of errors or defects caused by Company B.
- 3.3 Company A require Company B to follow the logistic guidelines and act accordingly: Appendix A.
- 3.4 Certification: Company B must at all times have an applicable certification of BRC and/or IFS. Company A requires that Company B will be committed to the amfori BSCI Code of Conduct if the production is outside of EU.

#### **4. Compensation**

4.1 The Parties agree to, in accordance with the Agreement, to provide no compensation.

#### **5. Term of Agreement**

5.1 The Agreement will begin on the date of the signing and will remain in full force and effect until terminated.

5.2 Any Party may terminate the Agreement prior to the termination as set forth in 5.1 of this Agreement. In this event, such Party will be required to provide 90 days written notice to the other Party.

5.3 Any material breach of the Agreement entitles the non-breaching Party to terminate the Agreement and file a claim for the loss incurred in accordance with the EU rules of tort law.

5.4 This Agreement shall also be terminated in case of exceptional circumstances incurred by one of the Parties, such as bankruptcy, moratorium, receivership, liquidation or material change of the legal structure, of the shareholders or of the management. carried out without prior discussion between the Parties.

#### **6. Confidentiality**

6.1 The Parties agree to keep any information obtained as part of the Agreement confidential and shall not be disclosed to any third parties without the written consent of the other Party.

#### **7. Intellectual property**

7.1 No Party may distribute or sell any physical or intellectual property to any third Party without the written consent of the relevant Party.

#### **8. Exclusivity**

8.1 Company B agrees to, during the terms of this Agreement, exclusively work with Company A in the aforementioned geographical area.

#### **9. Assignment**

9.1 Any rights and obligations as set forth in this Agreement may not be assigned whole or in part to any third party without the written consent of the other Party.

#### **10. Governing law**

10.1 Any dispute that may arise in conjunction with the application or interpretation of this Agreement or any supplementary agreements shall be governed and construed in accordance with EU law.

10.2 Any dispute arising from this agreement, or any supplementary agreements shall be settled by the Court of Copenhagen.

#### **11. Entire agreement and signing**

11.1 This Agreement constitutes the entire understanding between the Parties.