



SERVICE PROVIDER AGREEMENT

Provider is engaged in the business of supplying services described in Schedule 1 hereto (the “Services”) for yachts (each, a “Vessel”) and represents that it possesses the expertise, personnel, permits, and equipment necessary to perform such Services in a safe, lawful, and workmanlike manner.

The Parties desire to set forth the terms and conditions under which Provider will offer and perform the Services for yacht industry Customers (“Customers”) through YCC’s proprietary web and mobile-based yacht-management platform (the “Platform”). The Parties acknowledge that YCC serves solely as an intermediary marketplace and payment facilitator via Stripe Connect and does not supervise or control the day-to-day performance of the Services.

1. Term and Renewal

The term of this Agreement will commence on the Effective Date and continue for an initial period of one (1) year (the “Initial Term”), unless earlier terminated in writing as provided below. Upon expiration of the Initial Term, this Agreement will automatically renew for successive one year periods (each, a “Renewal Term”) unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

2. Appointment and Scope of Services

Subject to the terms and conditions of this Agreement, YCC hereby appoints Provider as a non-exclusive provider of Services through the Platform, and Provider hereby accepts such appointment. Nothing herein restricts YCC from offering or permitting third parties to offer services that are the same as or similar to the Services, nor restricts Provider from offering the Services through other channels, provided that Provider complies with the Non-Circumvention aspects of this Agreement with respect to Customers introduced to Provider by YCC.

3. Booking Procedure and Service-Level Commitment

A Customer may initiate a request for Services (a “Booking”) through the Platform in one of three modes designated by the Provider in its settings: Instant Booking, Request-to-Book, or Quote Request. The mode selected governs the workflow described in the below sections.



Instant Booking

Provider pre-configures on the Platform the Service categories, unit rates, and any fixed price packages it is willing to honor for Instant Booking. Then, upon the Customer's selection of an Instant-Booking offer and submission of valid payment credentials, the Booking is deemed automatically accepted by Provider without further action. The Platform immediately issues a confirmation to both Parties, generates an invoice through Stripe Connect, and schedules payment capture. Provider may cancel an Instant-Booking only for Force-Majeure circumstances or manifest Customer error, and must do so within sixty (60) minutes of the Booking timestamp.

Request-to-Book

For a Request-to-Book, the Platform transmits to Provider a provisional Booking containing (i) the requested date, time, and location, (ii) a description of the required Services, (iii) any special instructions or regulatory constraints, and (iv) an estimated Service Fee calculated from Provider's published rates. Provider shall then accept, reject, or propose modifications to the provisional Booking through the Provider dashboard within the Confirmation Window of two (2) hours. If Provider accepts without modification, the Booking becomes binding, an invoice is generated by the Platform through Stripe Connect, and the Customer's stored payment method is authorized for the invoiced amount.

If Provider proposes modifications (for example, schedule change or minor price adjustment), the Platform notifies the Customer, who must accept the revised terms. If the Customer declines or fails to respond within two (2) hours, the Booking lapses without liability to either Party. Failure to act within the Confirmation Window, or a positive rejection by Provider, releases the Booking for automatic reassignment to an alternate provider, and Provider bears no liability for the reassignment.

Quote Request

If a Customer selects Quote Request mode, the Platform delivers to Provider a non-binding inquiry describing the desired Services. Provider shall, within four (4) business hours, input a detailed line-item quotation into the designated fields of the Provider dashboard, including (i) labor classifications, hourly or day rates, and estimated hours, (ii) materials or consumables with unit pricing, (iii) mobilization, travel or other charges, and (iv) any applicable taxes or surcharges.

Upon submission of the line-item quotation, the Platform's automated billing engine converts the quotation into a draft invoice and transmits it to the Customer for review. The Customer shall approve or decline the invoice within forty-eight (48) hours. Approval constitutes a binding Booking confirmation, triggers a notification to Provider, and results in authorization of the Customer's payment method via Stripe Connect. If the Customer declines or takes no action the Quote Request is cancelled with no liability to either Party.



Regardless of Booking mode, once a Booking is confirmed (by automatic acceptance, manual acceptance, or Customer approval of a quote), Provider shall perform the Services:

- (i) at the exact date, time, and location confirmed;
- (ii) in a diligent, professional, and workmanlike manner consistent with best practices in the yachting industry;
- (iii) with the standard of skill and care customarily exercised by reputable providers of comparable services; and
- (iv) in compliance with all requirements of Article 6 (Regulatory and Industry Compliance).

If Provider fails to arrive at the Vessel within four (4) hours of the scheduled start time or fails to complete the Services by the contractual deadline, YCC may cancel the Booking and obtain replacement services; Provider shall reimburse YCC for the incremental cost above the original Booking value, and Provider will owe YCC liquidated damages equal to ten percent (10 %) of the Booking value. The Parties agree that such liquidated damages are a reasonable pre-estimate of YCC's administrative costs and loss of goodwill and are not a penalty.

Provider shall continue to perform all undisputed obligations under this Agreement, including accepted Bookings, while any dispute is pending, unless YCC directs otherwise in writing.

4. Regulatory and Industry Compliance

Provider and its employees, contractors, agents, subcontractors, and other individuals who perform Services on behalf of Provider (its "Personnel") shall comply with all applicable federal, state, local, and international laws, regulations, and conventions, including without limitation those governing labor, immigration, health and safety, environmental protection, sanctions and export control, anti-bribery and corruption, anti-money-laundering, and data privacy.

Without limiting the generality this section, Provider shall perform the Services in full conformity with the International Convention for the Safety of Life at Sea (SOLAS); the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers (STCW); the Maritime Labour Convention 2006 (MLC 2006) where applicable; the International Convention for the Prevention of Pollution from Ships (MARPOL) Annexes I through VI; the International Ship and Port Facility Security Code (ISPS Code); and all port-state control, customs, immigration, quarantine, health, and local permit requirements in the jurisdiction where the Vessel is located and/or where the Services are being performed.



5. Hazardous Materials (HAZMAT).

Provider shall, at its own expense, (i) handle hazardous substances in accordance with the IMO International Maritime Dangerous Goods Code, (ii) maintain up-to-date Safety Data Sheets (SDS) for all hazardous substances and furnish such SDS to the Vessel's master upon request, (iii) provide all personal protective equipment required by OSHA, IMO, or flag-state regulations, and (iv) immediately contain, clean, and report any spill, discharge, or release of pollutants caused by Provider. Provider shall bear all costs, fines, penalties, and liabilities arising from its failure to comply with this section.

6. Drug and Alcohol Policy

Provider shall maintain a drug-testing program for Personnel that meets the standards of United States Coast Guard regulations in 46 CFR Part 16 or any more stringent flag-state requirement applicable to the particular Vessel. Provider shall prohibit Personnel from boarding the Vessel or performing Services while under the influence of alcohol, narcotics, or any controlled substance.

7. Background Checks and Security Vetting

Prior to assigning any individual to perform Services for YCC Customers, Provider shall complete (i) a criminal history background check covering at least the preceding seven (7) years, (ii) a sanctions and watch-list screening against OFAC, EU, UN, and UK lists, and (iii) identity verification through government-issued photo identification. The Vessel's master retains the right to deny or reject access to any individual in the master's sole discretion without liability to YCC.

8. Work Permits and Immigration

Provider is solely responsible for obtaining and maintaining all visas, seafarer identifications, shore passes, and work permits required for its Personnel and for paying all associated costs. Provider shall indemnify and hold YCC harmless from any fines, penalties, detention expenses, or delays arising out of Provider's non-compliance.

9. Business-Continuity and Disaster-Recovery Plan

Provider shall maintain a written business-continuity and disaster-recovery plan meeting or exceeding ISO 22301 standards, including documented procedures designed to ensure the continuity of critical functions during an unplanned disruption. The plan shall specify a maximum recovery time of four (4) hours. Provider shall notify YCC in writing within two (2) business hours after learning of any event that is reasonably likely to impair Provider's ability to perform any Booking in accordance with this Agreement.



If Provider is unable to restore performance adequately, YCC may, at its sole option and without liability to Provider, arrange for alternative service providers to complete or replace the affected Services, and Provider shall reimburse YCC for the incremental cost.

10. Audit and Inspection Rights

On at least ten (10) calendar days' prior written notice, and no more than once in any rolling twelve-month period absent good cause, YCC or its independent auditor(s) may inspect Provider's facilities, bookkeeping records, quality-control procedures, employment records, safety logs, SDS files, cyber-security controls, and insurance certificates during normal business hours to verify compliance with this Agreement.

In the event of a security incident, environmental spill, data breach, sanctions violation, or other urgent compliance issue relating to the Services, YCC may conduct an inspection on twenty-four (24) hours' notice.

Provider shall cure any material deficiencies identified in an audit or inspection within thirty (30) calendar days of receiving written notice of such deficiencies, or such shorter period as may be required by regulatory authorities or certain circumstances.

11. Sub-Contracting and Change of Control

Provider shall not subcontract or delegate performance of any Services without YCC's prior written consent, which may be withheld in YCC's sole discretion. Any approved subcontract must be in a written agreement imposing obligations on the subcontractor at least as protective of YCC and the Vessel as those set forth in this Agreement. Provider remains fully responsible and liable for the acts and omissions of its subcontractors as if they were the acts and omissions of Provider.

Provider shall provide YCC with at least thirty (30) days' prior written notice of any (i) sale or transfer of fifty percent (50 %) or more of Provider's voting equity, (ii) merger, consolidation, or reorganization that results in a change of control, or (iii) sale of substantially all of Provider's assets. YCC may terminate this Agreement for cause within fifteen (15) days after receipt of such notice if YCC reasonably believes the new owner or controlling party fails YCC's compliance or other standards.

12. Confidentiality

Each Party (the "Receiving Party") shall keep confidential all technical, commercial, proprietary, or personal information disclosed by the other Party (the "Disclosing Party") in connection with this Agreement, whether in oral, written, electronic, or other form ("Confidential Information"). The Receiving Party shall use Confidential Information solely for the purpose of performing or enforcing this Agreement and shall protect such information with the same degree



of care it uses to protect its own confidential information, but in no event less than a reasonable degree of care.

Confidential Information does not include information that (i) is or becomes publicly available through no breach of this Agreement, (ii) is already lawfully known to the Receiving Party without confidentiality obligation, (iii) is lawfully obtained from a third party without restriction, or (iv) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that the Receiving Party gives prompt written notice to the Disclosing Party (where legally permitted) and cooperates with any effort to seek confidential treatment or protective order.

13. Non-Disparagement.

Provider shall not make, publish, or communicate to any person or entity any statement that disparages, defames, or portrays in a negative light YCC, the Platform, any Vessel, or any Vessel owner, charterer, or guest.

14. Photographs and Social Media

Provider and its Personnel shall not take, post, display, or transmit any photograph, video, or audio recording of a Vessel, its owners, charterers, guests, itinerary, furnishings, or contents without YCC and the Vessel master's prior written consent, nor disclose any information or images obtained in the course of performing the Services on any social-media platform, website, or marketing material.

15. Survival

The provisions of this Agreement related to Confidentiality, Non-Disparagement and Photographs and Social Media survive for five (5) years after expiration or termination of this Agreement, except that obligations with respect to trade secrets survive for so long as the information remains a trade secret under applicable law.

16. Data Protection and Cyber-Security

Each Party acts as an independent data controller with respect to any personal data it processes in connection with the Services. Each Party shall comply with all data-protection laws applicable to it, including without limitation the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"), the UK GDPR, the California Consumer Privacy Act as amended (CCPA/CPRA), and any successor laws or other related laws in specific jurisdictions where a Vessel may be flagged or located.



Provider shall notify YCC in writing within forty-eight (48) hours after discovering any accidental or unlawful destruction, loss, unauthorized disclosure of, or access to personal data processed under this Agreement (“Personal-Data Breach”) and shall provide all information YCC reasonably requests to meet any regulatory reporting obligations.

17. Insurance

Throughout the Term and for a period of two (2) years thereafter, Provider shall at its own expense maintain in full force and effect the following insurance policies with limits not less than those stated below (or any higher limits required by law or a Vessel’s flag state):

Type of Insurance Minimum Limit (per Occurrence)

Commercial General Liability (CGL), including products-completed operations and contractual liability USD 1,000,000

Professional Liability / Errors & Omissions USD 1,000,000

Employer’s Liability / Workers’ Compensation (statutory) Statutory plus USD 1,000,000 EL

Cyber Liability, incl. data-breach response and business interruption USD 1,000,000

Protection & Indemnity (P&I) or Ship-Repairer’s Liability USD 2,000,000

Maritime Employers’ Liability (MEL1) or LHWCA2 endorsement USD 1,000,000

Provider shall deliver certificates of insurance (and, upon request, certified policy copies) evidencing compliance with this Article 12 prior to accepting any Booking and at each policy renewal. Provider shall provide written notice to YCC at least thirty (30) days before any cancellation, material reduction in coverage, or non-renewal.

18. Warranty of Performance

Provider warrants that all Services will (i) be performed in strict accordance with this Agreement, the Booking specifications, and applicable law; (ii) be free from defects in workmanship; and (iii) be rendered with that degree of skill, care, diligence, and good faith that would reasonably be expected from a qualified professional provider of comparable services to luxury yachts.



19. Liability for Vessel Damage

Provider is strictly liable for any physical loss of or damage to the Vessel, her tenders, equipment, gear, furnishings, or cargo caused by the acts or omissions of Provider or its Personnel. Provider shall, at its sole cost and expense, repair or replace any such loss or damage to a condition equal to or better than the pre-incident condition and indemnify YCC and the Vessel owner for any associated downtime and reasonable surveyor fees.

20. Indemnity

Provider shall defend, indemnify, and hold harmless YCC, the Vessel, the Vessel's owner, charterer, manager, and their respective officers, directors, employees, agents, insurers, successors, and assigns (the "YCC Indemnitees") from and against any and all claims, demands, causes of action, fines, penalties, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and expert-witness fees) arising out of or relating to:

- (a) injury to, illness of, or death of any person, including Personnel;
- (b) property loss or damage (including to the Vessel) caused by Provider;
- (c) Provider's breach of any covenant, representation, or warranty in this Agreement;
- (d) violation of any law, regulation, or order by Provider;
- (e) environmental pollution, spill, or release caused by Provider;
- (f) any claim arising under the Jones Act, general maritime law, maintenance-and-cure doctrine, or LHWCA with respect to Personnel; or
- (g) any sanctions, export-control, anti-bribery, or data-protection violation by Provider.

21. Jones-Act and LHWCA Indemnity

Provider acknowledges that it is the sole "employer" of Personnel for purposes of (i) the Merchant Marine Act of 1920 (Jones Act), (ii) the LHWCA, and (iii) the doctrine of maintenance and cure. Provider shall defend, indemnify, and hold the YCC Indemnitees harmless from any claim for damages, benefits, wages, penalties, or assessments asserted against the YCC Indemnitees under such laws, except to the extent caused by the gross negligence or willful misconduct of the YCC Indemnitees as finally determined by a court of competent jurisdiction.

22. Non-Circumvention and Non-Solicitation

Provider shall not, during the term of this Agreement and for twelve (12) months thereafter, solicit or accept business directly from any Customer introduced to Provider through the Platform, except through the Platform or with YCC's prior written consent.



23. Fees, Payment, and Taxes

The fee payable to Provider for each Booking (the “Service Fee”) will be displayed in the Platform prior to Provider’s acceptance of the Booking. Except for permitted adjustments under Section 5.4, the Service Fee is firm and cannot be changed after acceptance. Provider authorizes YCC and Stripe to receive all amounts owed by a Customer on Provider’s behalf. Subject to any offset, Stripe will remit the net Service Fee to Provider’s Stripe Connect Account within the timeframe set out in Stripe’s payout schedule after YCC confirms completion of the satisfactory Booking and Services.

Provider is solely responsible for all Stripe processing fees and any Chargebacks, together with related fines or assessments, except to the extent caused by YCC’s gross negligence or fraud. Provider is responsible for determining and remitting any taxes, levies, duties, or similar governmental assessments arising from Provider’s performance of the Services, including but not limited to VAT, GST, sales tax, income tax, payroll tax, social security contributions, and withholding taxes. YCC may provide tax calculation tools for Provider’s convenience but assumes no liability for the accuracy of such tools.

24. Limitation of Liability

The Parties acknowledge and agree that YCC operates the Platform solely as an online marketplace and payment facilitator. YCC does not furnish, supervise, direct, or control the Services and is not the employer, principal, or joint venturer of Provider or of any Personnel. YCC’s responsibilities are limited to (a) making the Platform available, (b) transmitting Booking information, and (c) processing payments through Stripe Connect.

Provider assumes full and exclusive responsibility for the performance, quality, safety, legality, and adequacy of the Services and for compliance with all applicable laws. Accordingly, Provider shall be solely liable for, and YCC expressly disclaims, any and all losses, damages, claims, liabilities, penalties, costs, and expenses of every kind arising out of or related to the provision, non-provision, or defective provision of the Services.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PLATFORM AND ALL RELATED TECHNOLOGY AND DOCUMENTATION ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND WITHOUT WARRANTY OF ANY KIND. YCC DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, (i) ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, (ii) ANY WARRANTY THAT THE PLATFORM OR PAYMENT FACILITATION WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, AND (iii) ANY WARRANTY OR REPRESENTATION THAT THE PLATFORM WILL RESULT IN A PARTICULAR VOLUME OF BOOKINGS OR REVENUE TO PROVIDER. PROVIDER REPRESENTS THAT IT HAS



NOT RELIED UPON ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

EXCEPT FOR DAMAGES RESULTING FROM A PARTY'S FRAUD OR WILLFUL MISCONDUCT, PROVIDER'S INDEMNIFICATION OBLIGATIONS, AND YCC'S DIRECT BREACH OF ITS DATA-PROTECTION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER (NOR TO ANY CUSTOMER, PERSONNEL, OR THIRD PARTY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES—including LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF GOODWILL—ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, YCC'S TOTAL CUMULATIVE LIABILITY—WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE—ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES SHALL NOT EXCEED THE LESSER OF (i) THE PLATFORM AND PAYMENT-PROCESSING FEES ACTUALLY EARNED BY YCC ON THE SPECIFIC BOOKING FROM WHICH THE CLAIM AROSE, OR (ii) TEN THOUSAND UNITED STATES DOLLARS (USD \$10,000). THESE LIMITATIONS DO NOT APPLY TO PROVIDER.

Provider is fully and solely liable, without limitation, for all losses, damages, fines, penalties, costs, and expenses arising out of or relating to the Services, the acts or omissions of Provider or Personnel, or any breach of this Agreement by Provider.

25. Force Majeure

A "Force-Majeure Event" means any event beyond the reasonable control of the affected Party, including acts of God, flood, hurricane, earthquake, fire, pandemic, war, terrorism, civil unrest, embargo, strike, power failure, Internet or telecommunication outage not limited to the affected Party, or cyber-attack that penetrates industry-standard defenses. The obligations of the affected Party are suspended during the period of the Force-Majeure Event, except for payment obligations for Services already rendered.

The affected Party shall provide written notice within two (2) business days after becoming aware of the Force-Majeure Event and shall use commercially reasonable efforts to mitigate its effects. If a Force-Majeure Event prevents either Party from performing its material obligations under this Agreement for sixty (60) consecutive days, the unaffected Party may terminate this Agreement without liability by giving ten (10) days' written notice.



26. Time Limit for Claims

Except for claims based on fraud, intentional misconduct, or non-payment of invoices, any claim arising out of or relating to this Agreement must be commenced within eighteen (18) months after the claimant knew or reasonably should have known the facts giving rise to the claim. Any claim not asserted within such period shall be forever barred.

27. Class-Action Waiver

To the fullest extent permitted by law, the Parties waive any right to bring or participate in any class, collective, representative, or consolidated proceeding. If a court of competent jurisdiction finds this waiver unenforceable as to a particular claim or request for relief, that claim or request for relief—and only that claim or request—shall be severed.

28. Continued Performance During Dispute

Provider shall continue to perform all undisputed obligations under this Agreement, including completing accepted Bookings, during any dispute resolution process unless YCC directs otherwise in writing. Failure to do so constitutes a material breach.

29. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of Florida, excluding conflict-of-laws principles. To the extent Florida law is found unenforceable for non-U.S. based providers, the law of the country/jurisdiction where the Provider is domiciled applies, but only to the minimum extent required by that jurisdiction's mandatory consumer-protection rules.

If a dispute, controversy, or claim arising out of or relating to this Agreement (a "Dispute") cannot be resolved by the day-to-day business contacts, either Party may deliver a written "Escalation Notice." Within five (5) business days the Parties' operational managers shall confer; if unresolved after ten (10) days, the Parties' chief executive or legal officers shall confer by video or in person.

If the Dispute remains unresolved thirty (30) days after the Escalation Notice, the Parties shall participate in non-binding mediation administered by the American Arbitration Association ("AAA") or the International Centre for Dispute Resolution ("ICDR"), conducted virtually unless both Parties agree on Miami, Florida, as the physical location. Mediation fees are shared equally.

Any Dispute not settled in mediation within forty-five (45) days shall be finally resolved by binding arbitration under the ICDR International Arbitration Rules then in effect, subject to the following modifications:



(a) *Seat and law.* The seat (legal place) of arbitration is Miami, Florida, U.S.A., and Florida law governs the arbitral procedure; the substantive contract law is also Florida law, without regard to its conflict-of-laws rules.

(b) *Tribunal.* The tribunal shall consist of one (1) arbitrator fluent in English and experienced in commercial supply agreements and cross-border trade; if the amount in controversy exceeds two million U.S. dollars (USD 2,000,000.00) either Party may require a panel of three (3) arbitrators.

(c) *Language; filings.* The language of the arbitration is English. All filings may be made electronically. Hearings shall be virtual unless the tribunal determines that an in person hearing in Miami is essential.

(d) *Discovery.* Disclosure is limited to (i) documents specifically requested that are material and proportionate, and (ii) up to three fact depositions per side. The tribunal may apply the IBA Rules on the Taking of Evidence (2020) for guidance.

(e) *Emergency and interim relief.* The ICDR's emergency-arbitrator provisions apply. The tribunal may order interim, conservatory, or injunctive relief and may direct either Party to post security.

(f) *Costs and fees.* The tribunal shall award the prevailing Party its reasonable attorneys' fees, arbitration costs, expert fees, and pre- and post-award interest, unless the tribunal finds such an award would be manifestly unjust.

(g) *Consolidation and joinder.* The tribunal may consolidate arbitrations arising out of related facts or law, or join additional parties, provided no prejudice results.

(h) *Confidentiality.* The existence of the arbitration, all filings, and any award are confidential and may not be disclosed beyond (i) the Parties, (ii) their insurers and advisors under a duty of confidence, and (iii) courts as necessary to enforce or challenge an award.

Each party waives any right to litigate or arbitrate any dispute, controversy, or claim arising out of or relating to this Agreement on a class, collective, representative, or consolidated basis. The tribunal (or court, if applicable) may adjudicate only individual claims of the party before it. If a court of competent jurisdiction concludes that this waiver is unenforceable as to a particular claim or request for relief, then that claim or request for relief—and only that claim or request—must be severed and resolved by a court of competent jurisdiction, and all remaining claims shall be resolved through the dispute-resolution mechanism set forth in this Agreement.

Notwithstanding the foregoing, YCC may seek injunctive relief for IP or data-security breaches in any forum having jurisdiction over Provider.



30. Limitation on Assignment

Provider may not assign, delegate, or transfer any rights or obligations under this Agreement, whether by assignment, merger, change of control, operation of law, or otherwise, without YCC's prior written consent, which may be withheld in YCC's sole discretion. YCC may assign this Agreement, in whole or in part, to any affiliate or to any successor entity in connection with a merger, consolidation, reorganization, or sale of substantially all of YCC's assets without Provider's consent, provided the assignee assumes YCC's obligations under this Agreement in writing.

31. Termination

Either Party may terminate this Agreement for any reason by giving the other Party thirty (30) days' prior written notice.

Either Party may terminate this Agreement immediately upon written notice if the other Party (i) materially breaches this Agreement and fails to cure within fifteen (15) days after receipt of written notice specifying the breach, (ii) becomes insolvent, makes a general assignment for the benefit of creditors, or files or has filed against it a petition in bankruptcy or any other proceeding for reorganisation, or (iii) violates sanctions, export-control, or anti-bribery laws.

Upon termination (i) Provider shall complete or assist in the orderly reassignment of all Bookings accepted prior to the effective date of termination, and (ii) YCC shall pay Provider any undisputed Service Fees earned prior to termination.

32. Severability

If any provision of this Agreement is held by a court or arbitral tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be severed, and the Parties shall negotiate in good-faith a lawful replacement provision that most closely reflects the Parties' original intent, while the remaining provisions shall continue in full force and effect.

33. Amendments; Waiver

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed (including Electronic Acceptance) by both Parties. The failure of a Party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of the right to enforce it in the future. A written waiver of a breach shall apply only to the specific breach waived and not to any subsequent breach or default.



34. Third-Party Beneficiary Disclaimer

Except as expressly provided, nothing herein is intended to confer rights on any third party, including Customers or subcontractors.

35. Data-License for Analytics and Machine Learning

Provider grants YCC and its affiliates a worldwide, royalty-free, perpetual license to use, reproduce, and analyze transactional and performance data (excluding personal data) for machine-learning, service-quality, and service-improvement purposes.

36. Electronic Acceptance and E-Signatures

The Parties agree that this Agreement may be executed and delivered (i) by electronic signature compliant with applicable laws in the respective jurisdiction, (ii) by the Provider's authorized user clicking an "I AGREE," "ACCEPT," "SUBMIT," or similarly-worded button or checkbox on the Platform, or (iii) by the Provider completing and submitting YCC's online onboarding application (collectively, "Electronic Acceptance"). Any such Electronic Acceptance constitutes the Provider's valid and binding signature and agreement, effective as of the date and time recorded by YCC's system clock. The Parties consent to the electronic storage of this Agreement and agree that a printout or PDF of the Agreement bearing an electronic signature or system-generated acceptance log is admissible in any proceeding as evidence of its contents and of the Parties' execution or assent.

Provider represents that the individual providing Electronic Acceptance has full authority to bind Provider to the terms of this Agreement.

The Parties waive any requirement under applicable law or regulation to produce an original handwritten signature or paper record, to the maximum extent permitted by law. This Agreement may be signed in any number of counterparts, each of which is deemed an original and all of which together constitute one instrument.

37. Entire Agreement; Headings

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements, proposals, discussions, and representations. Section headings are for convenience only and do not affect the interpretation of this Agreement.