

AGREEMENT

Agmt. n. 00001/22

Member:

Name

Surname

Tax code/ ID no.

Date and place of birth

Address

Expiry of this Agreement

This Agreement is based on the fundamental principles of COSMAR: the Seafarers that help Seafarers

1. Art. 1 - Subject

1.1. COSMAR– Comitato per la Salvaguardia della Dignità dei Marittimi (“COSMAR”), having head offices in Naples, Via Miguel Cervantes de Saavedra 55/27, hereby undertakes to provide Legal Services to the Member in order to protect his/her rights and interests in both judicial and non-judicial matters in accordance to the terms and conditions set forth in this Agreement, benefitting from legal assistance provided by affiliated experts of high standing in both national and international legal field, bearing the relevant costs as detailed herein.

2. Art. 2 – Legal Services

2.1. The following Legal Services shall be covered by this Agreement:

- a) assistance in criminal proceedings for non-intentional crimes and/or offences, including the submission of applications for the conversion of the punishment into a sum of money;
- b) assistance in criminal proceedings for intentional crimes, including tax and administrative offences provided that they are directly related to the exercise of Member's functions (e.g. Master, Officer or crewmember, technical inspector of shipping companies), and always provided that either the Member is acquitted by means of a final judgement pursuant to Article 530 of the Criminal Procedure Code, or the relevant crime charged to the Member has been amended from intentional to non-intentional;
- c) a stand-alone civil action or a civil action commenced in the context of an existing criminal proceedings aimed at obtaining compensation for damages suffered by the Member or his/her properties as a result of a wrongful act of any third party;
- d) assistance in disciplinary proceedings pursuant to art. 1263 et seq. of the Navigation Code and art. 513 of the implementing provisions of the Navigation Code as a direct and sole consequence of a maritime, river, lake or port casualty;
- e) Appeals against the withdrawal or suspension of any professional license as a direct and sole consequence of a maritime, river, lake or port casualty;
- f) Appeals against administrative sanctions imposed to the Member and to be paid solely or jointly by the Member;
- g) More generally, this Agreement shall cover each and every non-judicial activities carried out by the affiliated Law Firm with respect to the Legal Services.

3. Art. 3 Costs, fees and expenses

3.1. In providing Legal Services hereabove, COSMAR shall bear the following costs, fees and expenses:

- a) The costs relating to the activities carried out by the affiliated Law Firm in both judicial and non-judicial matters;
- b) The costs relating to the activities carried out by a local correspondent appointed by the affiliated Law Firm;
- c) The costs relating to the activities carried out by the technical expert appointed by COSMAR;
- d) The costs of the criminal proceedings (*e.g.* interpreters, translators, etc);
- e) The costs relating to the investigation activities aimed at gathering evidence for the defence in any proceedings involving the Member;
- f) The costs relating to the registration of any Court order, within the limit of EUR 500.00;
- g) The costs relating to the lodging fees and any other fees arising out of the proceedings, within the limit of EUR 500.00;
- h) The costs relating to any (mandatory or voluntary) alternative dispute resolution procedure commenced in order to settle the matter;
- i) The fees of any Court technical expert, as set out by the competent Court;
- j) The overall costs, fees and expenses to be paid to the counterpart as a result of a lost case, as well as the overall costs, fees and expenses to be paid to the counterpart as a result of a settlement approved by the affiliated Law Firm;
- k) The expenses relating to the procedure of access to the documents held by the Public Administration provided by Italian law if, following a casualty, the maritime or consular authorities have to carry out summary investigations on its causes and circumstances as provided for by Articles 578 et seq. of the Navigation Code, including defence and participation in the Formal Inquiry before the competent Commission;

3.2. Moreover, in case of arrest, threat of arrest, criminal proceedings in a foreign country or international rogatory before the Italian Authority, COSMAR shall bear the following costs:

- a) The costs relating to the assistance of a translator, within the limit of EUR 2,500.00;
- b) The costs relating to the translation of any Court order or minute of the hearings, within the limit of EUR 2,500.00;
- c) The costs of deposit of any bail before the competent Authority, within the limit of EUR 15,000.00. The amount of the bail will be paid in advance by COSMAR, provided that the Member grants the repayment of such amount to COSMAR with an adequate first demand banking guarantee or similar guarantee. In any event, the deposit of the bail so paid in advance shall be reimbursed to COSMAR within 60 days starting from its payment, after which the interests, at the current legal rate, will be added to the initial amount and COSMAR will have the right to execute the warranty provided by the Member.

3.3. In consideration of COSMAR's undertakings to provide the Legal Services, the Member undertakes to pay to COSMAR a supplementing contribution to the membership fee in the amount of EUR 95.00 (euro ninety five/00).

3.4. In case of renewal, the supplementing contribution may be adjusted, depending on the entity of the Legal Services requested in the previous year and having regard to the total capacity of the supplementing contributions paid by COSMAR Members.

4. Art. 4 – Operation of the Legal Services

4.1. The Legal Services as mentioned in the previous Article shall be carried out in favour of COSMAR Members of any nationality and domicile, who did sign this Agreement, with sole respect to casualties

directly related to the exercise of Member's functions (e.g. Master, Officer or crewmember, technical inspector of shipping companies).

4.2. Namely, Legal Services shall be carried out in favour of COSMAR Members that hold:

- a) a professional license pursuant to which they are able to work in commercial shipping, in pleasure or commercial yachting, in fishing, in piloting or tugging services and are boarded on ships and vessels flying Italian or foreign flags, or rather they are technical inspectors of shipping companies;
- b) a nautical license issued by the competent Italian authorities.

4.3. The Legal Services provided by COSMAR shall be subject to a single threshold per proceedings in the amount of EUR 200,000.00 (two hundred thousand Euros).

5. Art. 5 – Sole litigation

5.1. The following claims shall be considered as single proceedings:

- a) claims brought by or against more than one Member regarding the same event, identical or connected submissions;
- b) criminal charges addressed to more than one Member related to the same event;
- c) Criminal charges for a continued crime pursuant to Italian law.

5.2. In cases a) and b) above, Legal Services are granted to all Members involved in the proceedings, however the relevant threshold shall remain single and shall be divided between the parties regardless of their number and the costs borne by each one of them individually.

6. Art. 6 - Exceptions

6.1. The Legal Services shall not be granted with respect to the following claims:

- a) arising out of wilful act of the Member, save for the cases provided for by article 2, lit. b) above;
- b) relating to any event caused by rebellions, wars, terrorism, vandalism, earthquakes, strikes;
- c) relating to any event caused by the detention or use of radioactive substances;
- d) regarding fiscal, tax and administrative matters, save for the cases provided for by article 2, lit. b) above;
- e) relating to debt collection save for the cases provided for by article 2, lit. c) above;
- f) regarding the appeal against provisions in respect of Members holding an expired professional license, save for the cases of renewal within 3 months by the event;
- g) arising out of the navigation in non-navigable or forbidden waters or in contrast with any applicable law and/or with the professional license held by the Member, unless the foregoing depended by the Member observance of express instructions of its employer;
- h) regarding damages arising out of the participation in regattas or sporting events;
- i) arising out from any appeal and opposition to monetary administrative sanctions, save for the cases expressly provided for in this Agreement;
- j) relating family and succession matters.

6.2. Payments of fines, administrative monetary sanctions and penalties imposed on the Member and/or monetary sanctions and penalties imposed on the Member as an alternative to reclusion shall be excluded as well under this Agreement.

6.3. Furthermore, the payment of any expenses connected to the execution of any penalty and/or custody of goods is excluded as well under this Agreement.

7. Art. 7 – Duration and renewal

7.1. The Agreement shall remain in force for 12 months since the relevant date of signature.

7.2. In any event, the eligibility to the renewal of the Agreement shall pertain only to COSMAR Members, hence the payment of the annual membership fee to COSMAR shall be a condition precedent of the validity of this Agreement.

8. Art. 8 – Time limits

- 8.1. The Legal Services shall be granted in any judicial and non-judicial proceedings, including criminal proceedings as per above, arising out of events occurred within the validity period of this Agreement, that shall be effective since 12PM of the day of signature.
- 8.2. The events that give rise to the proceeding shall be intended to have happened at the time of the alleged violation of the relevant laws or the assumed breach of any duty or contract.
- 8.3. If the event determining the proceedings extends to more successive acts, the proceedings itself shall be considered to be commenced at the time when the first event occurred.

9. Art. 9 – Territorial Validity

- 9.1. The Legal Services granted by this Agreement shall be granted with respect to violations of any laws and/or rights that happened in navigable waters, including maritime, inland and/or promiscuous waters all around the globe.
- 9.2. Legal Services relating to proceedings arising out of violations of any laws and/or rights occurred in countries or areas where wars or a revolution are in progress shall however be excluded under this Agreement.

10. Art. 10 – Request of intervention

- 10.1. The Legal Services shall be carried out upon relevant request to be submitted to COSMAR within three (3) days by the event (or casualty), or from the different moment in which the Member officially becomes aware of it. Failure to comply with this obligation may result in total or partial denial of the right to benefit from the Legal Services.
- 10.2. The request for assistance shall include a detailed outline of the event, the date and place of the alleged violation of the laws and/or rights and the personal details of the people involved. A copy of all documents relating to the event or casualty in his/her possession, including the evidence (such as envelopes, services or delivery documents) of the receipt of any communications and/or judicial documents shall be attached by the Member to the request for assistance.
- 10.3. Even after the request for assistance and however within the same timeframe outlined in the para. 10.1 above, the Member shall be required to provide COSMAR with any information of which he/she became aware of and a copy of any document regarding the event and/or the casualty that has been notified or however communicated.

Art. 11 – Applicable law and competent tribunal

- 11.1. This Agreement shall be subject to the Italian law and to the exclusive jurisdiction of the Tribunal of Genoa.

Date,

COSMAR TUTELA LEGALE

Rossella Picone

The Member



COSMAR, Comitato per la Salvaguardia della Dignità dei Marittimi

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