

**DEPARTMENT OF STATE GROWTH  
AND  
COFCO HAIYOU (BEIJING) CO LTD**

# **ECOMMERCE COOPERATION AGREEMENT**

**11 September 2015**

## **Department of State Growth**

**and**

## **COFCO Haiyou (Beijing) Co.,Ltd Ecommerce Cooperation Agreement**

### **The Parties:**

Name The State of Tasmania as represented by the  
Department of State Growth

Authorised Representative: General Manager  
Trade and International Relations

Registered Business Address: Level 1, 22 Elizabeth Street, Hobart, TAS7000  
Phone: +61 3 6165 5066

Name COFCO HAIYOU (BEIJING) CO LTD

Authorised Representative: Dongfeng Zhang  
Chairman

Registered Business Address: 8th FL, Block B, COFCO Plaza, No. 8 Jianguomen  
Nei Ave, Beijing

### **Article 1 Purpose of Cooperation**

The Parties agree to establish a mutually beneficial strategic cooperation to provide an e-commerce sales and marketing channel for Tasmanian food and beverage products and to enhance Womai.com's market branding in global market. The cooperation aims to establish an effective channel to deliver premium food products to the high-end Chinese consumers.

### **Article 2 Principles of Cooperation**

2.1 The Parties shall cooperate on the basis of equality, openness, mutual respect and mutual benefit.

2.2 The Parties shall strictly abide by and comply with the relevant laws, regulations, policies and other relevant requirements of PRC and Australia in the process of the cooperation contemplated hereunder.

### **Article 3 Contents of Cooperation**

Subject to applicable laws, regulations and regulatory requirements, the parties will explore opportunities to establish strategic cooperation in the following areas:

Department of State Growth intended areas of collaboration primarily include:

- 1) Facilitate promotion of Tasmania's premium food and beverages products to Chinese market via a special feature section under Womai.com web portal;
- 2) Facilitate branding of Tasmanian foods and beverages as the premium products in the Chinese market in line with WOMAI's global development strategy;
- 3) Invite representatives of COFCO/Womai.com to participate in international, national and statewide food and beverage related events hosted by the Tasmanian Government;
- 4) Facilitate business matching opportunities between the two parties in terms of high quality food and beverage supply;
- 5) Facilitate industrial skill exchange programs between COFCO/Womai.com and Tasmanian businesses; and
- 6) Provide the COFCO/Womai.com with information about relevant investment opportunities in Tasmania.

COFCO Haiyou (Beijing) Co.,Ltd's intended areas of collaboration:

- 1) Develop the brand of COFCO/Womai.com in the ecommerce market through genuine association with Tasmania's premium brand.
- 2) Increase COFCO/Womai.com's share of high-end premium food and beverage in the e-commerce market
- 3) Invite representatives of Tasmanian Government and industrial representatives to participate in international and domestic related events hosted by COFCO/Womai.com;
- 4) Facilitate industrial skill exchange programs between COFCO/Womai.com and Tasmanian businesses; and
- 5) Facilitate business matching opportunities between the two parties in terms of high quality food and beverage supply.

## **Article 4 Resolution of Disputes**

All disputes arising in the course of interpretation and implementation of this MOU shall be resolved by the Parties based on the principle of friendly negotiations.

## **Article 5 Non-Binding Effect**

This MOU does not impose any legally binding obligations on either party and does not create any rights or obligations enforceable by either party or any third party or give rise to any liability of any kind (including without limitation legal liability); and it is not the intent of either party to create legal relations by creation or discussion of this MOU or any matter referred to in it and no reliance should be placed on this MOU.

## **Article 7 Effectiveness and Duration**

7.1 This MOU shall come into force as a non-legally binding Memorandum of Understanding on the date that it is signed by the authorised representatives of the Parties.

7.2 This MOU is made in Chinese and English, each in two (2) copies, with two (2) copies for each Party. The English version and the Chinese version are equally authentic.

7.3 Each party expressly acknowledges and agrees that the other party may at any time determine not to proceed further with the cooperation contemplated hereby and terminate the MOU. Each party agrees that the other party may make such determination in its sole discretion and a party shall not incur any liability to the other party as a result hereof. If a party determines at any time not to proceed, it shall provide the other party with five (5) days' notice in writing, and thereupon this MOU shall terminate.

7.4 This MOU will expire three (3) years after coming into force, unless extended in writing by both parties.

Department of State Growth:

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Mark Bowles, General Manager Trade and International Relations

COFCO Haiyou (Beijing) Co.,Ltd:

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Yunfei Shen, Director of Merchandise Department