

GOLD ALLIANCE REFERRER AGREEMENT

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|-----------------------------|--|
| Agreement Commencement Date | |
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Between

| | | | |
|---------------------------|---|-----------------------|-----------------|
| (AHOY) | AHOY CLUB LIMITED | | |
| Registered Address | Belle House, Platform 1, Victoria Station | | |
| Country | London, SW1V 1JT | Company Number | 00872520 |
| Company Email | Info@ahoyclub.com | | |
| & | | | |
| Gold Alliance Name | | | |
| Registered Address | | | |
| Country | | Company Number | |
| Company Email | | | |

| | | | |
|----------------------------------|--|--|--|
| Signed by Print name | | Signed by Print Name | |
| for and on behalf of Ahoy | | for and on Behalf of the Gold Alliance Referrer | |
| Signature | | Signature | |

THIS AGREEMENT is made on the Agreement Commencement Date

BETWEEN:

- (1) The **Gold Alliance Referrer ("GAR")**; and
- (2) **AHOY CLUB LIMITED, ("Ahoy")**;

1 Definitions

In this Agreement, unless the context requires otherwise, the following words and phrases have the following meanings:

"**Ahoy Charter Contract**" means a charter of a yacht concluded via the Ahoy website or application;

"**Ahoy Commission**" means 4% of the Charter Fee as shown on the Ahoy Charter Contract.

"**Data protection Legislation**" means before 25 May 2018, the EU Data Protection Directive 95/46 and all national implementing laws (including the UK Data Protection Act 1998); and (ii) on or after 25 May 2018, the EU General Data Protection Regulation 2016/679; together with all other applicable legislation relating to privacy or data protection.

"**Existing Client**" means any client of Ahoy who is or was registered on the Ahoy Club application and was not introduced to Ahoy by the GAR and/or Individual.

"**Group Company**" means any undertaking which from time to time is a subsidiary of Ahoy, a parent undertaking of Ahoy, and/or a subsidiary of any such parent undertaking where 'subsidiary undertaking' and 'parent undertaking' have the meanings given to them in section 1162 of the Companies Act 2006;

"**Individual**" means any individual provided by the GAR to provide the Services;

"**New Charterer Client**" means a party from whom Ahoy has received all sums due in respect of chartering a yacht through the Ahoy Club application and who is not an Existing Client.

"**New Yacht Owner Client**" means a party from whom Ahoy has received all sums due in respect of their yacht being chartered through the Ahoy Club application and who is not an Existing Client.

"**Services**" means the services provided by the GAR to Ahoy to introduce the GAR's clients and contacts to Ahoy with the objective of generating work for Ahoy including:

- (i) the enlistment of yacht charterers onto the Ahoy Club application to generate charter bookings through the Ahoy Club application; and
- (ii) enlistment of yacht owners and their Yachts onto the Ahoy Club application to generate charter bookings through the Ahoy Club application,

and such other services as may be agreed from time to time between the GAR and Ahoy and/or any Group Company.

2 Commencement and duration of engagement

The GAR shall provide the Services from (the "Commencement Date") for the fixed period of 12 months, subject to the right of either Ahoy or the GAR to give to the other not less than 4 weeks' notice in writing during such fixed period terminating this Agreement.

3 Provision of services

- 3.1 During the engagement of the GAR under this agreement (the "Engagement"), the GAR will provide the Services and will use best endeavours to promote the interests of Ahoy..
- 3.2 The GAR agrees that any breach or non-performance by the Individual of the obligations under this Agreement will constitute a breach or non-performance by the GAR.
- 3.3 The GAR will procure that the Individual will not hold itself and/or the Individual out as having authority to bind Ahoy, nor, without the prior written consent of Ahoy, make any public statement in relation to Ahoy.
- 3.4 Where the GAR provides its own equipment for the provision of the Services, it will be liable, at its own cost, to keep any equipment in a safe and proper condition. Where Ahoy provides equipment (including any computer software) such equipment shall remain the property of Ahoy.

4 Outside interests and protection of business interests

- 4.1 The GAR warrants that neither it nor the Individual will, by entering into and performing this Agreement, be in breach of any express or implied terms of any contract, agreement or other arrangement with any third party binding upon it and/or the Individual and that neither the GAR nor the Individual is under any obligation, covenant or restriction which would or might give rise to any conflict of interest between the GAR and/or the Individual and Ahoy.
- 4.2 Nothing in this Agreement shall prevent the GAR and/or the Individual from undertaking any other work outside this Agreement, provided always that such work is not in direct competition with Ahoy and is not inconsistent with the objectives of this Agreement.

5 Fees

5.1 During the term of this Agreement, for each referral from the GAR that becomes a New Charterer Client, Ahoy will pay to the GAR the following fee(s) as set out in Table 1;

| Table 1: New Charterer Client | |
|--|------------------------|
| First charter | 10% of Ahoy Commission |
| On subsequent charter(s) (from the same charterer) | 5% of Ahoy Commission |

5.2 During the term of this agreement, for each referral from the GAR that becomes a New Yacht Owner Client Ahoy will pay to the GAR the following fee(s) as set out in Table 2;

| Table 2: New Yacht Owner Client | |
|---|------------------------|
| First charter on the yacht | 10% of Ahoy Commission |
| Subsequent charter(s) (on the same yacht) | 5% of Ahoy Commission |

5.3 Together the fees referred to in clause 5.1 and clause 5.2 are the "Fees".

5.4 The Fees will be payable by Ahoy to the GAR within 14 days after the New Charterer Client and/or New Yacht Owner Client has completed an Ahoy Charter Contract and the deposit is received in cleared funds, subject to the following conditions:

- 5.4.1 If the New Charterer Client and/or New Yacht Owner Client is a subsidiary company, parent company or a company in the same group as an Existing Client, no fee will be payable to the GAR.
- 5.4.2 If the New Charterer Client and/or New Yacht Owner Client was previously registered with the Ahoy Club application, no fee will be payable to the GAR.
- 5.4.3 Ahoy may withhold payment in respect of any amount it disputes and any payment of Fees by Ahoy will be without prejudice to any claims or rights which Ahoy may have against the GAR and/or the Individual in respect of the provision of the Services.
- 5.4.4 Ahoy will be entitled to deduct from the sums due to the GAR any sums that the GAR and/or the Individual may owe to Ahoy at any time.

5.5 Fees are exclusive of VAT.

6 Expenses

The GAR will be responsible for all out-of-pocket expenses and normal overhead expenditure incurred by it in the performance of its duties under this Agreement.

7 Tax and national insurance contributions

7.1 The GAR shall be fully responsible for and indemnify Ahoy against any liability, assessment or claim for taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law.

7.2 The GAR warrants that it is not a managed service company within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

8 No employment or benefits

8.1 The GAR confirms that the status of the GAR will be that of an independent contractor and nothing in this Agreement will render the GAR or the Individual an agent, officer, employee, worker or partner of Ahoy and the GAR will not hold itself out as such, and will procure that the Individual will not hold himself or herself out as such.

8.2 The GAR will be fully responsible for, and will indemnify Ahoy for and in respect of any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by it or anyone engaged by it or the Individual against Ahoy arising out of or in connection with the provision of the Services.

9 Compliance with legal obligations

9.1 Ahoy and the GAR will, will procure that the Individual will, act in accordance with and comply with their obligations under the Data Protection Legislation and will not cause the other to act in breach of the Data Protection Legislation.

9.2 The GAR will procure that the Individual will, comply with all legislation applicable to this Agreement including, but not limited to, the Bribery Act 2010 and the Criminal Finance Act 2017.

10 Termination

- 10.1 Notwithstanding the provisions of Clause 2, and subject to Clause 10.2, Ahoy may terminate this Agreement with immediate effect without liability to pay any fees, compensation or damages by written notice to the GAR if, at any time:
- 10.1.1 except in the circumstances set out in Clause 10.1.3, the GAR or the Individual commits any serious or repeated breach or non-observance of any of the terms or conditions of this Agreement; or
 - 10.1.2 the GAR and/or the Individual is guilty of any act of fraud or dishonesty or negligence in relation to Ahoy or acts in any manner which, in the opinion of the, brings or is likely to bring the Individual, the GAR and/or Ahoy into disrepute and/or is materially adverse to the interests of Ahoy; or
 - 10.1.3 the Individual is prevented by illness, injury or otherwise from providing the Services for an aggregate period 30 days in any period of 12 months;
 - 10.1.4 a bankruptcy order is made against the Individual or the Individual compounds with or enters into any voluntary arrangement with creditors such that in the reasonable opinion of the Board the GAR is no longer able to provide the Services;
 - 10.1.5 the Individual is charged with or convicted of any criminal offence (in the United Kingdom or elsewhere) which, in the reasonable opinion of the Board materially affects the GAR's ability to perform the Services; or
 - 10.1.6 the GAR makes a resolution for its winding up, makes a formal or informal arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding up order is made or an administrator or receiver is appointed in relation to the GAR such that in the reasonable opinion of the Board the GAR is no longer able to provide the Services; or
 - 10.1.7 any of the warranties set out in this Agreement are found to be inaccurate, misleading or untrue.
- 10.2 Neither party will be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement if such delay or failure results from events or causes beyond the control of either party. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed. If the non-performance continues for a period of more than 30 days, the party not affected may terminate this Agreement upon giving 20 days' written notice of such termination to the other party.

11 General

- 11.1 Ahoy may freely assign, delegate, sub-contract or otherwise transfer its rights and obligations under this Agreement to any Group Company. The GAR may not assign this Agreement or any of its rights and obligations under it.
- 11.2 Notices under this Agreement shall be in writing and sent by email from the GAR to the Ahoy Company email address and from Ahoy to the GAR company email address and shall be deemed to have been served at the time of transmission.
- 11.3 The terms of this Agreement supersede all previous terms of engagement, agreements, arrangements and understandings, whether formal or informal.
- 11.4 No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.
- 11.5 Nothing in this Agreement constitutes, or shall be deemed to constitute, a partnership between the parties nor make any party the agent of another party.
- 11.6 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.7 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 11.8 A person who is not party to this contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 11.9 At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.
- 11.10 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 11.11 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).