

CENTRAL AGENT AGREEMENT- STAKEHOLDER

Agreement Commencement Date (the "Commencement Date")			
Central Agent Name ("Central Agent")			
Registered Address			
Country		Company Number	
Representative Name		Contact Details	Email
			Telephone
Stakeholder Bank Account Details			

Signed by Print name for and on behalf of Ahoy Club		Signed by Print Name for and on Behalf of the Central Agent	
Signature		Signature	

THIS AGREEMENT is made on the date written above;

BETWEEN:

- (1) The party named above ("**Central Agent**"); and
- (2) **AHOY CLUB LIMITED**, Company Number 00872520 ("**Ahoy**") Belle House, Platform 1, Victoria Station, London SW1V 1JT;

BACKGROUND:

- (A) Ahoy provides an online platform for the introduction of charterers and those seeking to provide yachts for Charter.
- (B) The Central Agent acts as agent for owner(s) of yachts and may use Ahoy's online platform to list such yachts for charter on behalf of the yacht owner.
- (C) Ahoy shall direct to the Central Agent payment of monies in relation to the charter of any yachts listed by the Central Agent. The Central Agent will hold such monies as stakeholder, on behalf of the Owner and the Charterer.

NOW IT IS HEREBY AGREED as follows:

1. **DEFINITIONS**

The following definitions and rules of interpretation apply in this Agreement.

"**Ahoy Platform**" means the Ahoy website or Ahoy mobile application software
"Central Agent Yacht" a Yacht where the Central Agent is: (i) registered as the sole agent of the Owner of such Yacht; and (ii) has listed such Yacht for Charter, on the Ahoy Platform;

"**Charter**" means the charter of a Yacht by the Charterer in accordance with the Service Terms for Charterers at the time and cost agreed between Ahoy and the Charterer as set out and agreed in the Ahoy Charter Contract;

"**Charter Fee**" means the fees payable by the Charterer for a Charter pursuant to the amount on the Charter Contract;

"**Charterer**" means the person or entity who requests to charter a Yacht pursuant to a Listing on the Ahoy Platform in accordance with the Service Terms for Charterers;

"**Charter Contract**" means the Ahoy Charter Contract for the relevant Charter.

"**Confidential Information**" means any and all information of a confidential nature (whether or not marked "confidential") disclosed by one Party to the other in connection with this Agreement, whether or not such disclosure was made before or after the date of this Agreement, whether such disclosure was made directly or indirectly by the Party concerned and regardless of the format of such disclosure including the existence and the terms of this Agreement provided that it shall not include information (a) which at the time of disclosure is publicly available; (b)

which after disclosure becomes publicly available other than as a result of a breach of this Agreement; (c) which the receiving Party can show (by production of written documents) is known to the receiving Party before the disclosure was made; or (d) which is made available to the receiving Party by a third party who has the right to make such disclosure and who has not imposed on the receiving Party obligations of confidentiality in respect of that information;

"**Deposit**" is the amount as defined in Ahoy Charter Contract,

"**Force Majeure**" means any cause or event beyond the reasonable control of the affected Party including but not limited to: (i) war, civil war, armed conflict, terrorist attack, riot, civil commotion, malicious damage; (ii) compliance with any law or governmental order, rule, regulation or direction (including any embargo, export or import restriction, quota or otherwise); (iii) strikes, lockouts or other industrial dispute (whether involving the workforce of the affected Party or of the other Party); (iv) accident, explosion, breakdown of plant, machinery or equipment, failure of transport links, failure of telecoms links, power failure, unavailability of the internet, any utility and/or operational services; and/or (v) earthquake, Tsunami, fire, flood, or storm or extreme adverse weather conditions, epidemic or pandemic, nuclear, chemical or biological contamination and/or an act of God;

"**List**" or "**Listing**" means a Yacht listed as available for Charter on Ahoy's Platform in accordance with the Service Terms for Owners;

"**On Boarding Form**" is the Ahoy document or information provided by the Central Agent and which includes details of the Yachts they validly represent, and which will be used for Listing the Yacht on the Platform.

"**Other Agent Fees**" has the meaning given to it in the Service Terms for Owners;

"**Owner**" means the person who is registered with Ahoy on the Ahoy Platform to provide a Yacht to Charterers for Charter in accordance with the Service Terms for Owners or is the registered owner of the Central Agent Yacht;

"**Party**" or "**Parties**" means a party or the parties to this Agreement;

"**Service Terms for Charters**" means the standard terms that are available on the Ahoy website and apply between Ahoy and all Charterers when such Charterers register to use the Platform;

"**Service Terms for Owners**" means the standard terms that are available on the Ahoy website and apply between Ahoy and all Owners (or their nominated agent) when such Owners register to use the Platform;

"**Yacht**" means a yacht made available for Charter on the Ahoy Platform.



1.1 The background forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes any Schedules, and the On Boarding Form.

1.2 This Agreement is supplemental to the Service Terms for Owners that apply between the Central Agent and Ahoy. If there is any conflict or inconsistency between this Agreement and the Service Terms for Owners, the terms of the Service Terms for Owners shall prevail.

2. TERM

This Agreement shall have effect from the Commencement Date and shall continue unless terminated.

3. CENTRAL AGENT LISTING

The Central Agent acts as agent for Owner(s) of Yachts and agrees that it must register as the agent of the Owner(s) of such Yachts and List such Yachts for Charter on Ahoy's Platform in accordance with the Service Terms for Owners. Details of the Yacht are provided by the Central Agent using the On Boarding Form.

4. FINANCIAL ARRANGEMENTS

4.1 Ahoy shall receive payment of the Charter Fee and all other sums paid in respect of the Charter from the Charterer and through the Ahoy Platform.

4.2 Immediately on the formation of a Charter Contract Ahoy shall take payment of the Ahoy Fees (as defined in the Service Terms for Owners). Ahoy will take the Ahoy Fees from the Deposit (prior to transferring any amount to the Central Agent to hold as stakeholder) in accordance with the Service Terms for Owners, Service Terms for Charterers and the Charter Contract.

4.3 Ahoy will transfer the balance of any payments received from Charterers in respect of the relevant Charter Contract to the Central Agent, to hold as stakeholder for the Owner and the Charterer.

5. CENTRAL AGENT OBLIGATIONS

The Central Agent shall:

5.1 respond promptly to Ahoy's reasonable requests and questions in relation to this Agreement;

5.2 maintain throughout the Term full and accurate records relating to any amounts paid by the Central Agent as stakeholder to Owners and Charterers.

5.3 immediately notify Ahoy if it ceases to be the Sole Central Agent for any Owner of any Central Agent Yacht; and

5.4 immediately notify Ahoy if there is any change to the Stakeholder Bank Account Details.

6. REFUNDS

6.1 If a Charterer of a Central Agent Yacht is entitled to a refund pursuant to the Charter Contract, Ahoy may, in its sole discretion, request repayment of all amounts paid to the Central Agent as stakeholder

6.2 If Ahoy requests a refund of any amount pursuant to clause 6.1 then the Central Agent shall pay such refund to Ahoy within 14 days.

6.3 If the Central Agent fails to pay any refund due to Ahoy in accordance with clause 6.2, then Ahoy shall have the right to charge the Central Agent interest on a daily basis at an annual rate equal to two percent (2%) above the base rate of Barclays Bank plc from time to time. Such interest shall be calculated cumulatively on a monthly basis and shall run from day to day and accrue after as well as before any judgment including but not limited to a judgment of the Courts of England and Wales.

7. LIABILITY

7.1 Nothing in this Agreement shall limit or exclude the liability of either Party for:

- a. death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors (as applicable);
- b. fraud or fraudulent misrepresentations; and
- c. any matter in respect of which it would be unlawful to exclude or restrict liability.

7.2 Ahoy shall not be liable to the Central Agent for any loss of profit, loss of reputation, loss of goodwill or loss of revenue which in each case arises out of or in connection with: (i) this Agreement, or (ii) any breach or non-performance of this Agreement, in each case no matter how fundamental (including by reason of Ahoy's negligence).

7.3 The total liability of Ahoy in respect of any loss or damage arising under or in connection with this Agreement whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to 5% of the total payments

paid by Ahoy to the Central Agent in the one (1) month period immediately preceding the event giving rise to the claim.

8. CONFIDENTIALITY

8.1 Both Ahoy and the Central Agent shall undertake that, except as provided by Clause 8.2 or as authorised in writing by the other Party, it shall at all times:

- a. keep confidential all Confidential Information;
- b. not disclose any Confidential Information to any third party;
- c. not use any Confidential Information for any purpose other than as contemplated by this Agreement;
- d. not make any copies of, record in any way or part with possession of any Confidential Information; and
- e. ensure that (as applicable) none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of Clauses 8.1(a) to 8.1(e).

8.2 Subject to Clause 8.3, either Party may disclose any Confidential Information to:

- a. any governmental or other authority or regulatory body; or
- b. any of their advisors or any of their employees or officers or those of any party described in Clauses 8.2(a).

8.3 Disclosure under Clause 8.2 may be made only to the extent that it is necessary for the purposes contemplated by this Agreement, or as required by law. In each case the disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in Clause 8.2 or is an authorised employee or officer of such a body, the Party disclosing the Confidential Information must obtain and submit to the other Party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.

8.4 The provisions of this Clause 8 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

9. TERMINATION OF AGREEMENT

9.1 Subject to 9.2 either Party may terminate this Agreement without cause with at least 30 days written notice.

9.2 This Agreement will automatically terminate if the Central Agent ceases to be the sole Central Agent of the Yacht.

10. SURVIVAL

Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement, including but not limited to clause 6 (Refunds) and clause 8 (Confidentiality), shall remain in full force and effect.

11. NATURE OF AGREEMENT

Nothing in this Agreement shall create or be deemed to create a partnership between the Parties.

12. FORCE MAJEURE

A Party shall not be obliged to perform its obligations under this Agreement to the extent that it is prevented hindered or delayed by reason of Force Majeure. Performance may be suspended during the continuation of the Force Majeure event and for such time after that event ceases as is necessary for the Party concerned to start satisfying its obligations again.

13. WAIVER

13.1 A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

13.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

14. ENTIRE AGREEMENT

14.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

15. ASSIGNMENT



The Central Agent may not assign, novate, transfer or subcontract any of its rights, benefits or obligations under this Agreement without the prior written consent of Ahoy.

16. **VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

17. **THIRD PARTY RIGHTS**

No one other than a Party to this Agreement shall have any right to enforce any of its terms.

18. **GOVERNING LAW AND JURISDICTION**

18.1 This Agreement and any non-contractual obligations arising from or in connection with it shall in all respects be governed by and interpreted in accordance with English law.

18.2 The Parties irrevocably agree that the Courts of England and Wales are to have exclusive jurisdiction over any dispute (a) arising from or in connection with this Agreement or (b) relating to any non-contractual obligations arising from or in connection with this Agreement.

