

AHOY CLUB

Exclusive Listing Agreement

FOR THE SALE OF "YACHT NAME" ("THE VESSEL")

THIS AGREEMENT IS MADE BY AND BETWEEN:

----- (Owner)

AND

AHOY CLUB Pty Ltd - Shop 4/38 Bay St Double Bay Sydney Australia or «Central Agent

By signature to this Agreement, the Seller of the Vessel or his/her/their authorised representative, named and described in this Listing Agreement, appoint AHOY CLUB sarl to act as world-wide Central Agent to manage the sale of the Vessel on an exclusive basis and agree to the following terms:

Exclusivity

The Central Agent shall have sole selling rights to the Vessel for a minimum period of 24 months from the date that this Agreement is signed by both parties. Either party may cancel this Agreement following the completion of 24 months or with 6 months written notice, but it shall otherwise be automatically extended.

Permission is hereby given by the Seller to the Central Agent for its brokers and sub-listing brokers to board and show the Vessel by appointment or as otherwise agreed.

Asking Price

The Vessel will be offered for sale at an asking price of ----- EUR inclusive of remuneration. No other price shall be quoted without specific authorisation from the Seller.

Seller's Responsibility

If available, the Seller will supply the Central Agent with brochures, photographs, plans and all detailed information regarding the Vessel and will keep the Central Agent informed about any change in location, price or specification of the Vessel. The Seller will inform the Central Agent of any known defects affecting the Vessel during the term of this Agreement. The Seller shall maintain the Vessel in a clean, seaworthy, and saleable condition.

The Seller will immediately refer to the Central Agent all enquiries or offers received from other brokers or parties interested in purchasing the Vessel during the term of this Agreement.

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It is specifically understood and agreed that the Central Agent does not assume and is not delegated care, custody or control of the Vessel (unless by separate Agreement).

Promotion

The Central Agent shall immediately include the Vessel in its regular advertising. This advertising shall be to the account of the Central Agent. The Central Agent will organise and pay for the creation of high-quality digital content and platforms such as a specific website for the Vessel that will be linked to the AHOY CLUB website, digital walk-throughs, and interviews with key players to promote the yacht. Should the owner terminate the exclusive listing agreement with the Central Agent and wish to retain the rights to use the promotional material the Central Agent will invoice the owner the incurred production costs.

Distribution

The Central Agent is authorised to distribute information describing the Vessel to potential buyers and to sub-listing brokers. The Central Agent will keep potential buyers and sub-listing brokers informed of the availability, location, and price of the Vessel.

Captain

The Seller will advise the Vessel's Crew of the Central Agent's appointment as Central Agent for the sale of the Vessel. The Seller will ensure that all enquiries made directly to the Vessel, its Captain and/or crew, directly concerning the sale of the Vessel, will be referred immediately to the Central Agent. The Seller will request the captain and crew to give every assistance to the Central Agent, as required.

Offers

The Central Agent agrees to submit all offers of any type to the Seller for his/its consideration. The Seller agrees to sell the Vessel to a Buyer through the Central Agent who is ready, willing, and able to purchase at the asking price, or at any other price and terms the Seller may accept.

The Seller will immediately refer to the Central Agent all enquiries or offers received from other brokers or parties interested in purchasing the Vessel during the term of this Agreement.

Sale And Purchase Agreement

Whenever possible the standard Mediterranean Yacht Brokers Association (MYBA) Sale and Purchase Agreement shall be used in conjunction with any Addenda that may be required to fulfil all the terms and conditions of the Sale and Purchase of the Vessel. A blank copy of this Agreement is enclosed with this document. This Agreement should be passed onto the Sellers Lawyer and/or Advisor for consideration, in order to save time at the point of sale. Any queries regarding this Agreement should be raised and resolved as soon as possible.

Funds

If required under the terms and conditions of the Sale and Purchase Agreement, the Central Agent shall hold any deposit, or purchase funds as Stakeholder in an account designated "Stakeholder Account". The Central Agent shall distribute the net proceeds of sale in accordance with the terms and conditions of the Sale and Purchase Agreement.

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In the unlikely event of a Purchaser placing a deposit and then failing to complete the purchase in such fashion as to render this deposit forfeit under the terms of the Sale and Purchase Agreement, and if it is decided to enforce such a right of forfeit then, after settlement of any unpaid accounts still due but unpaid by the Purchaser, such as shipyard or surveyors accounts, the remaining balance of the deposit shall be divided equally between the Seller and the Central Agent. The Central Agent's balance of the forfeited deposit shall be deducted from the remuneration on the successful completion of the sale by the AHOY CLUB

Remuneration

Upon the sale of the Vessel the Seller agrees to pay the Central Agent a remuneration of [xxx] and above of the Gross Sale Price subject to agreement between seller and central agent. Any sub-listing broker involved in the sale will receive remuneration from the Central Agent.

Termination

In the event that this Agreement is terminated, and the Vessel sold within twelve months thereafter to a Purchaser who was introduced to the Vessel by the Central Agent or a sub-listing broker during the term of this Agreement, then the full fee as set out above shall be payable to the Central Agent. The Central Agent shall provide evidence that the Purchaser was initially introduced by the Central Agent or a sub-listing broker of the Central Agent. For the purpose of this clause the term Purchaser shall include any nominee or agent, or any company owned or controlled by such a person, whether directly or indirectly.

Liabilities

It is expressly understood that the Central Agent will not be held responsible for liabilities outstanding on the Vessel, whether they are Mortgages, Hire Purchase commitments, Crew Wages, Harbour Dues or any other sums of money for which the Vessel might be held as security. These liabilities must all be discharged by the Seller before the sale is completed unless he gives full consent in writing for such liability to be deducted by the Central Agent from the proceeds of the sale and paid over by the Central Agent in order that the said liability shall be discharged. The Seller is understood to have unencumbered title to the Vessel if no encumbrances are declared to the Central Agent.

The Central Agent will not knowingly mislead either the Seller or the prospective Purchaser but cannot be held responsible for any errors or omissions of description that may arise from whatever source and no legal redress can be claimed with regards to any such omissions.

Warranty

No warranty, either expressed or implied, can be given by the Central Agent as to the condition of the Vessel.

Signatories

Should this Agreement be signed by an authorised representative of the Seller of the Vessel then this Agreement shall be accompanied by a notarised Power of Attorney confirming this authorisation.

This Agreement is binding on the Central Agent and the Seller, their heirs, executors, successors, administrators and lawful assigns. This Agreement shall not be assigned without previous consent in writing of the other party.

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Law

The validity, construction and performance of this Agreement shall be governed by the Laws of England and the parties in this Agreement hereby submit to the non-exclusive jurisdiction of the High Court of Justice in England.

Signed on behalf of the Owner

Date: _____

Address

Signed on behalf of AHOY CLUB Pty Ltd

Shop 4/38 Bay St Double Bay Sydney

Australia

Date: _____