AlphaOceanic
Yacht sales & Brokerage

TERMS & CONDITIONS OF COOPERATION WITH EXTERNAL PARTNERS FOR THE SALE OF VESSELS

These Terms & Conditions (“**Terms**”) set out the basis upon which **AlphaOceanic®** (“**AlphaOceanic**”) cooperates with external brokers, intermediaries and other third parties (“**External Partner**”) in connection with the introduction and/or sale of vessels.

By making an introduction to AlphaOceanic, the External Partner acknowledges and agrees to the terms set out below.

1. DEFINITIONS

For the purposes of these Terms:

“External Partner” means any individual, company, brokerage firm, broker, intermediary or other third party who introduces to AlphaOceanic either:

a) a prospective buyer of a vessel; or
b) a vessel available for sale.

“Commission” means the brokerage commission ultimately agreed and payable in connection with the sale of the vessel following completion of the relevant negotiations and transaction. Unless otherwise expressly stated, the Commission includes any applicable VAT or similar indirect tax charged on the brokerage fee.

“S&P Yacht Broker” means a recognized professional yacht brokerage firm or broker whose principal business includes the sale and purchase of yachts and vessels.

2. GENERAL PRINCIPLES OF COOPERATION

AlphaOceanic generally does not undertake to guarantee or secure the payment of commissions to External Partners, particularly where the External Partner is an unknown or previously untested broker or intermediary.

This principle applies in particular where there is no established history of cooperation between AlphaOceanic and the External Partner.

The purpose of this policy is to avoid misunderstandings and difficulties relating to:

- the negotiation and allocation of brokerage commissions;

- the collection and transfer of funds;
- invoicing and supporting documentation;
- tax and accounting obligations; and
- payments to other brokers, intermediaries or third parties.

Accordingly, AlphaOceanic's preferred arrangement is that **each broker is remunerated directly by his or her own client/principal**, whether such client is the buyer or the seller.

However, recognizing that such an arrangement may not always be commercially or practically possible, AlphaOceanic® may, at its discretion, cooperate with External Partners under the arrangements set out in these Terms.

3. COOPERATION WITH AN S&P YACHT BROKER

Where the External Partner introducing the buyer or the vessel is a recognized **Sales & Purchase ("S&P") Yacht Brokerage Office**, each brokerage office shall be responsible for representing and handling its respective client, whether Buyer or Seller.

Each party shall conduct its activities with due professional care and with the level of professionalism reasonably required for the successful completion of the transaction.

Unless otherwise expressly agreed in writing, the Commission shall be divided equally between the two brokerage offices:

50% to AlphaOceanic® / 50% to the other S&P broker.

Each brokerage office shall be solely responsible for issuing the appropriate **invoice for services rendered** in respect of its share of the Commission, where applicable.

Furthermore, each brokerage office shall be solely responsible for paying, from its own share of the Commission, any third parties to whom it has undertaken a financial obligation, including but not limited to:

- other domestic or international brokers;
- introducing brokers;
- intermediaries;
- crew members;
- technicians;
- consultants; and
- other collaborators or information providers.

Each brokerage office shall also bear all expenses incurred by it in connection with its own activities and obligations.

4. COOPERATION WITH CHARTER BROKERS, REAL ESTATE BROKERS AND RELATED PROFESSIONALS

Where the External Partner introducing the buyer or vessel is not a recognized S&P Yacht Brokerage Office but is a professional operating in a related field, including but not limited to **real estate brokerage, charter brokerage, tourism or other maritime-related activities**, the following shall apply.

If the External Partner:

a) has sufficient knowledge of the relevant procedures and professional requirements;

b) is capable of properly handling the client introduced by him/her; and

c) undertakes to actively participate in the transaction and contribute professionally to the successful completion of the sale,

then the cooperation shall be governed by the same principles applicable to an S&P Yacht Broker under Section 3 above, including the **50/50 division of the Commission**, unless otherwise agreed in writing.

If, however, the External Partner does not possess the necessary knowledge or experience, or does not wish or is unable to undertake the responsibilities associated with the transaction in a professional manner, the cooperation shall instead be governed by **Section 5 or Section 6**, as applicable.

5. PRIVATE INDIVIDUALS AND PROFESSIONALS FROM OTHER INDUSTRIES

Where the External Partner is a private individual, crew member, or professional operating in another industry or field, including but not limited to:

- tourism;
- ship repair;
- shipyards;
- automotive;
- industry;
- commercial services; or
- other unrelated professional activities,

and does not possess specific knowledge of yacht sales procedures or brokerage practices, the External Partner may nevertheless qualify for remuneration provided that he/she:

a) is able to properly manage and maintain the relationship with the introduced client;

b) undertakes responsibility for doing so; and

c) makes a material and decisive contribution to the successful completion of the sale.

In such circumstances, the External Partner shall be entitled to either:

a) 20% of the Commission ultimately generated, excluding applicable VAT;

or

b) an alternative fixed amount expressly declared by the External Partner prior to the introduction.

Where an alternative fixed amount is proposed, AlphaOceanic® shall have the right to determine, at its sole discretion, whether such amount is commercially reasonable and practically feasible.

No introduction shall be deemed accepted on the basis of an alternative remuneration amount unless AlphaOceanic® has expressly agreed to such amount.

In this category of cooperation, **AlphaOceanic® shall be solely responsible for invoicing the Seller in respect of the total brokerage Commission and for the applicable tax obligations relating thereto**, where applicable.

6. INTRODUCTIONS WITHOUT FURTHER PARTICIPATION

Where an External Partner merely introduces a potential buyer or seller by providing contact details, such as a name and telephone number, and does not intend to participate further in the sales process, the External Partner must expressly declare the amount of remuneration requested **prior to making the introduction**.

The introduction shall proceed only if AlphaOceanic® expressly agrees to the proposed remuneration.

If the External Partner makes the introduction without declaring a remuneration requirement in advance, any remuneration payable to the External Partner shall be determined solely at the discretion of AlphaOceanic®.

In such circumstances, the External Partner shall have **no right to claim any additional or alternative amount** following the introduction or completion of the transaction.

The provisions of Section 5 concerning invoicing and applicable tax obligations shall also apply to this category of cooperation, where applicable.

7. THIRD-PARTY OBLIGATIONS

In all circumstances, **each party shall be solely responsible for fulfilling any financial or other obligations that it has undertaken towards its own third parties.**

Accordingly, each party shall satisfy such obligations exclusively from its own share of the Commission and shall not seek payment, reimbursement or contribution from the other party.

For the avoidance of doubt, AlphaOceanic® shall have no responsibility or liability for payments owed by the External Partner to any broker, intermediary, introducer, crew member, technician, consultant or other third party engaged or introduced by the External Partner.

Likewise, the External Partner shall have no responsibility or liability for obligations independently undertaken by AlphaOceanic towards its own brokers, intermediaries, consultants or other third parties.

8. PERFORMANCE OF AGREED OBLIGATIONS

The method of cooperation and remuneration applicable to each transaction shall be agreed at the outset, where required.

However, such agreement is conditional upon the External Partner properly performing the obligations and commitments undertaken by him/her in connection with the transaction.

If, by the completion of the transaction, the External Partner has failed to perform, or has materially failed to perform, the obligations undertaken by him/her, AlphaOceanic® reserves the right to **reassess the remuneration payable to the External Partner in proportion to the actual level and extent of his/her participation and contribution to the transaction**.

Any such reassessment shall take into consideration the actual services performed and the obligations fulfilled by the External Partner.

9. NO UNDISCLOSED ADDITIONAL REMUNERATION

The External Partner shall disclose to AlphaOceanic® any remuneration, commission, fee or other financial benefit received or to be received from the client introduced by the External Partner in connection with the transaction.

If it is established that the External Partner has received, or has agreed to receive, remuneration from his/her client **without prior disclosure to and agreement with AlphaOceanic®**, irrespective of the amount involved, the External Partner shall **forfeit any entitlement to receive a Commission or other payment from AlphaOceanic in connection with that transaction**.

This provision applies irrespective of whether the additional remuneration received from the client is described as a commission, fee, success fee, consultancy fee, referral fee or under any other designation.

10. INDEPENDENT CAPACITY OF THE PARTIES

Unless otherwise expressly agreed in writing, AlphaOceanic® and the External Partner shall act as **independent parties**.

Nothing contained in these Terms shall be construed as creating a partnership, joint venture, employment relationship, agency relationship or fiduciary relationship between AlphaOceanic® and the External Partner.

Neither party shall have authority to bind the other party or incur any obligation on behalf of the other party without prior written authorization.

11. ACCEPTANCE OF THESE TERMS

By introducing a buyer or a vessel to AlphaOceanic® and proceeding with the relevant transaction, the External Partner acknowledges that he/she has read, understood and accepted these Terms.

Any deviation from these Terms, including any different commission split, fixed remuneration, payment arrangement or other commercial term, shall be valid only if expressly agreed in writing by AlphaOceanic® prior to the relevant introduction or transaction.