Search Mandate

Exceptional or Collector Car · Search for and purchase of a vehicle on behalf of an enthusiast or collector · Version 2.2 · 11/11/2026

Fields highlighted in yellow: to be completed before sending. Boxes [ ]: tick the option chosen. This template is drafted for use under Monegasque law; it must be reviewed by counsel before first use. In case of discrepancy with the French version, the French version prevails.

Between the undersigned

Pakoff Global Brand S.r.l., a single-member limited liability company incorporated under Italian law (società a socio unico) with a fully paid-up share capital of EUR 50,000, registered with the Cremona-Mantua-Pavia Companies Register under number 02696200027 (REA PV-301916), intra-Community VAT number IT02696200027, having its registered office at Via Enrico Mattei 2, 27038 Robbio (PV), Italy, telephone +39 339 2809927, operating under the Carbon Azur trade name, represented by Mr Biagio Carà, in his capacity as sole director (amministratore unico), duly authorised,

hereinafter "**Carbon Azur**" or "**the Agent**",

and

[Name and first name / corporate name], [born on ... in ... / a company registered under no. ...], residing at / having its registered office at [full address], e-mail [e-mail], telephone [number], [represented by ..., in his/her capacity as ...],

hereinafter "**the Client**" or "**the Principal**",

together "**the Parties**".

Recitals

Carbon Azur sells and rents prestige cars from Monaco. For enthusiasts and collectors looking for a model that is not in its own stock, it searches for the vehicle through its network: specialist dealers, private collectors, franchised dealers and auction houses, in Europe and beyond.

The Client wishes to purchase the vehicle described in Schedule 1 and entrusts this search to Carbon Azur on the following terms. A collector car is judged on its authenticity, history and condition as much as on its price; this mandate therefore organises, before any commitment by the Client, the checks specific to this type of vehicle.

Article 1 – Purpose

1.1 The Client entrusts Carbon Azur, which accepts, with the task of searching for a car meeting the search brief in Schedule 1 (the "**Vehicle**"), presenting it to the Client, assisting the Client with the checks and the negotiation, and then up to delivery.

1.2 Depending on the boxes ticked in Schedule 1, the mandate covers: the purchase of a collector car or a pre-owned exceptional car from a private seller or a professional; a purchase at auction (Article 6); access to a new car built in a limited series (Article 7).

1.3 The sale of a vehicle from Carbon Azur's own stock is outside the scope of this mandate. It is covered by a separate sale agreement and gives rise to no Commission hereunder.

Article 2 – Definitions

- **Seller**: the owner of the Vehicle, the professional selling it, the franchised dealer or the auction house, and any intermediary acting on their behalf.
- **Introduction**: the sheet, sent by e-mail, by which Carbon Azur presents a vehicle to the Client under a unique reference (Article 5.2).
- **Price**: the purchase price of the Vehicle agreed with the Seller, excluding taxes; at auction, the hammer price, excluding buyer's premium, taxes and duties.
- **Inspection**: the pre-purchase technical examination carried out by an independent professional (Article 5.3 d).

Article 3 – Nature of the engagement

3.1 Carbon Azur acts as an independent intermediary. It is not a party to the sale agreement between the Client and the Seller and assumes none of the Seller's obligations, in particular as to the authenticity, condition, mileage, history or provenance of the Vehicle. The statutory warranties owed by the Seller (conformity, latent defects) are exercised against the Seller.

3.2 Carbon Azur is bound by a best-efforts obligation only. It does not guarantee that a suitable vehicle will be found, nor any price or timeframe.

3.3 Carbon Azur cannot bind the Client. No offer, reservation or bid is made in the Client's name without the Client's prior written consent, specifying the vehicle and the maximum amount.

3.4 The Client remains free to proceed or not with the purchase, in light of the checks under Article 5.3.

Article 4 – Exclusivity

[ ] **Exclusive mandate.** During the term of the mandate, the Client shall not entrust the same search to any other intermediary. Any purchase of a vehicle meeting Schedule 1, concluded during the term of the mandate, whatever its origin, gives rise to the Commission under Article 9.

[ ] **Non-exclusive mandate.** The Client remains free to search elsewhere. The Commission is due only for vehicles introduced by Carbon Azur, under the conditions of Articles 5 and 8.

Article 5 – Conduct of the engagement

5.1 Search. Carbon Azur actively searches its network for vehicles meeting Schedule 1 and, on request, informs the Client of the progress of the search.

5.2 Introduction. Each vehicle is introduced by a sheet bearing a unique reference, the available photographs, the year, the declared mileage, the main known history and the asking price. The chassis number (VIN) may be disclosed in part. The identity of the Seller and the exact location of the vehicle may remain confidential until an agreement is signed. Introductions are recorded in Schedule 2.

5.3 Checks before any commitment. For any vehicle the Client considers purchasing, Carbon Azur gathers or has gathered, with the Seller's cooperation, the following items, which the Client reviews before making a firm offer:

a) Identity and administrative status: match between the chassis number stamped on the vehicle and the documents; the Seller's title or purchase invoice; registration certificate or equivalent title; absence of liens, objections or theft reports, using the certificates and databases available in the

vehicle's country; customs status of the vehicle.

b) Authenticity and originality: matching chassis, engine and gearbox numbers ("matching numbers") where the model allows; certificate of authenticity or conformity issued by the manufacturer or its heritage department where one exists; where appropriate, an appraisal by a marque specialist and a FIVA identity card.

c) History: service book and invoices, number and countries of previous owners, declared accidents, nature and dates of restorations (workshop, photographs), consistency of the mileage with invoices and inspections, competition history.

d) Pre-purchase technical inspection by an independent professional chosen and paid by the Client: bodywork and paint thickness, structure and underbody, engine (compression or leak-down test depending on the model), transmission, brakes, electrics, road test. The report is handed to the Client.

Carbon Azur informs the Client in writing of any missing or unfavourable item of which it becomes aware. The Client alone decides, in light of these items, whether or not to proceed.

5.4 Offer and negotiation. Carbon Azur passes on to the Seller the offers the Client gives it in writing and assists the Client in the negotiation. The sale agreement is concluded directly between the Client and the Seller; it specifies in particular the Price, the condition of the vehicle, the documents handed over, the date and place of delivery and the transfer of risk.

5.5 Payment of the price. The Price is paid directly to the professional Seller against invoice, or through a lawyer, a notary or an escrow agent. Carbon Azur does not receive funds intended for the Seller, unless the Client signs a separate written agreement. Any deposit or reservation payment requested by the Seller is documented in writing, stating the conditions for its refund.

5.6 Transport, customs, registration and insurance. Transport of the Vehicle, its insurance in transit, customs and import formalities, roadworthiness testing and registration in the country chosen by the Client are borne by the Client. Carbon Azur may arrange them on an accepted quotation (enclosed truck transport, agreed-value insurance, customs declarations). The Client insures the Vehicle from the transfer of risk provided for in the sale agreement.

5.7 Delivery. On handover of the Vehicle, the Client signs a delivery report (Schedule 5) recording the condition of the vehicle, the mileage and the handover of documents, keys and accessories. Any reservation is notified to the Seller without delay, with a copy to Carbon Azur.

Article 6 – Auctions

6.1 Where a suitable vehicle goes to auction, the Client may bid personally or instruct Carbon Azur to bid on the Client's behalf, in the room, by telephone or online, by means of a written absentee bid (Schedule 4) specifying the lot and the maximum bid, excluding fees.

6.2 The lot is knocked down in the Client's name. The auction house's conditions of sale apply: buyer's premium, taxes, deposit, payment and collection deadlines are borne by the Client. Vehicles are in principle sold as seen; the checks under Article 5.3 are carried out to the extent permitted by the auction house.

Article 7 – New cars built in a limited series

Where the Vehicle sought is a new model built in a limited series, Carbon Azur puts the Client in touch with a dealer or with the holder of an allocation. The conditions set by the manufacturer or the dealer, in particular undertakings not to resell, delivery times or deposits, are binding on the Client, who accepts them directly with them. Carbon Azur guarantees neither the allocation, nor the delivery date, nor the final specification of the model.

Article 8 – Introductions and non-circumvention

8.1 If the Client already knows an introduced vehicle or its Seller, the Client shall so inform Carbon Azur in writing within two (2) business days of the Introduction, with evidence of prior contacts. Failing this, the vehicle is deemed introduced by Carbon Azur.

8.2 During the term of the mandate and for twenty-four (24) months from each Introduction, the Client shall not, directly or through any nominee, affiliated company, family member or agent, contact, negotiate or conclude with the Seller of an introduced vehicle outside Carbon Azur's intermediation.

8.3 Any purchase of an introduced vehicle concluded during that period by the Client or by a person related to the Client is deemed to result from Carbon Azur's intermediation and gives rise to the Commission. In the event of a breach of this Article, the Client shall also owe liquidated damages equal to fifty (50) % of the Commission.

Article 9 – Remuneration

9.1 Upon purchase of an introduced vehicle, Carbon Azur is entitled to a commission (the " **Commission**") of 3 % excluding taxes of the Price.

The Client pays nothing on signing: only the Commission is due, and only upon purchase.

9.2 The Commission is earned on signing of the sale agreement or on the fall of the hammer. It is payable on payment of the Price or of the first irrevocable instalment.

9.3 Where the Price passes through a lawyer, a notary or an escrow agent, the Client irrevocably instructs that person to pay the Commission to Carbon Azur, in the form set out in Schedule 3. Failing this, the Commission is paid by bank transfer within five (5) days of becoming payable.

9.4 Carbon Azur may also be remunerated by the Seller in respect of the same sale. It informs the Client in writing before the sale agreement is signed.

9.5 Expenses incurred on the Client's behalf (travel outside the French Riviera, inspections, appraisals, manufacturer certificates, transport) are incurred only with the Client's prior written consent and re-invoiced at cost, against receipts.

9.6 Amounts are stated exclusive of taxes; applicable VAT is added. Any sum unpaid when due bears interest at the statutory rate plus five (5) points.

Article 10 – Liability

Carbon Azur is liable for faults committed in performing its engagement. It is not liable for the Seller's statements, for the findings of the experts and inspectors chosen by the Client, or for defects of the Vehicle that a diligent examination would not have revealed. Save in the event of gross negligence or wilful misconduct, its liability is limited to the amount of the Commission received for the sale

concerned.

Article 11 – Confidentiality

Each Party keeps confidential the information received from the other: identity of the Client and of Sellers, description and location of vehicles, prices, terms and documents. The Client's identity is disclosed to the Seller only with the Client's consent, or where the conclusion of the sale or regulations so require. This undertaking lasts for three (3) years after the end of the mandate.

Article 12 – Anti-money laundering

At the request of Carbon Azur, the Seller or the institution receiving the funds, the Client provides the identity, beneficial ownership and source-of-funds documents required by applicable regulations. Carbon Azur may suspend its engagement until such documents are provided.

Article 13 – Term, termination and withdrawal

13.1 The mandate is entered into for a term of twelve (12) months from its signature. It may be renewed by written agreement.

13.2 Either Party may terminate it at any time by e-mail with acknowledgement of receipt or by registered letter, subject to fifteen (15) days' notice. Articles 8, 9, 11 and 16 survive the end of the mandate.

13.3 Where the Client acts as a consumer and signs the mandate at a distance or off Carbon Azur's premises, the Client has fourteen (14) days from signature to withdraw, without giving reasons, by any written notice sent to Carbon Azur. If the Client wishes the search to start before the end of that period, the Client expressly requests it below:

[ ] I request that the search start upon signature, before the end of the withdrawal period.

Article 14 – Personal data

Pakoff Global Brand S.r.l., as data controller, processes the Client's personal data for the performance of the mandate, compliance with its legal obligations and management of the business relationship, in accordance with Regulation (EU) 2016/679 (GDPR) and Italian Legislative Decree no. 196/2003 as amended. Data are retained for the term of the mandate and the applicable limitation periods. The Client exercises the rights of access, rectification, objection and erasure at info@carbonazur.com and may lodge a complaint with the Garante per la protezione dei dati personali.

Article 15 – General provisions

15.1 This mandate and its Schedules constitute the entire agreement of the Parties on its subject matter. Any amendment requires a written document signed by both Parties.

15.2 The invalidity of any clause does not affect the others; the Parties shall replace it with a clause of equivalent effect.

15.3 Notices are validly given by e-mail to the addresses stated above. The mandate may be signed electronically.

15.4 This mandate is drawn up in French and in English. In case of discrepancy, the French version prevails.

Article 16 – Governing law and jurisdiction

This mandate is governed by the laws of the Principality of Monaco. Any dispute relating to its validity, interpretation or performance falls within the jurisdiction of the courts of the Principality of Monaco, subject to mandatory rules applicable to the Client where acting as a consumer.

Executed in Monaco, on [date], in two original copies. Schedules: 1 – Vehicle search brief; 2 – Introduction register; 3 – Irrevocable payment instruction; 4 – Absentee bid at auction; 5 – Delivery report.

For Pakoff Global Brand S.r.l. (Carbon Azur)
Biagio Carà, sole director
Signature:

The Client
[Name, first name]
“Read and approved – agreed as mandate”
Signature:

Schedule 1 – Vehicle search brief

Mandate reference: [CA-YYYY-NNN] Date: [date]

Transaction	[ ] Collector car [ ] Recent exceptional car [ ] New limited-series car [ ] Auction purchase accepted
Make, model, version	[make, model, series, version]
Years of manufacture	from [year] to [year]
Body style	[ ] Coupé [ ] Convertible / spider [ ] Targa [ ] Other: [ ]
Colours	Exterior: [wanted / excluded] · Interior: [wanted / excluded]
Gearbox, drive	[ ] Manual [ ] Automatic · [ ] Left-hand drive [ ] Right-hand drive
Maximum mileage	[ ] km
Originality	[ ] Matching numbers required [ ] Manufacturer certificate of authenticity required Restoration: [ ] accepted [ ] partial only [ ] refused
History	[ ] Complete service book and invoices required [ ] Accident-damaged vehicle excluded [ ] Competition history accepted Maximum number of owners: [ ]
Options, equipment	[essential equipment, pack, wheels, seats...]
Search countries	[accepted countries, excluded countries]
Budget	[minimum – maximum], currency [EUR / USD / CHF / GBP], [ ] excluding taxes [ ] including taxes
Financing	[ ] Cash [ ] Loan or lease: [institution]
Desired timeframe	[date or period]
Delivery, registration	Place of delivery: [ ] · Country of registration: [ ]
Mandate	[ ] Exclusive [ ] Non-exclusive
Commission	3 % excl. taxes of the Price
Authorised contacts	[persons authorised to receive Introductions: name, e-mail, telephone]

For Carbon Azur
Initials:

The Client
Initials:

Schedule 2 – Introduction register

Each vehicle introduced to the Client is recorded below. The “Seller” column is completed after an agreement is signed between the Client and the Seller. The Client acknowledges receipt of each Introduction by return e-mail; failing this, the Introduction is deemed received on the day it is sent.

Reference	Date sent	Vehicle (make, model, year, partial VIN)	Seller (after signing)	Client’s acknowledgement

Schedule 3 – Irrevocable instruction for payment of the commission

To: [Maître ..., lawyer / notary / escrow agent], [postal address], [e-mail address]

Re: payment of the commission due to Carbon Azur – purchase of the vehicle [make, model, chassis number]

I, the undersigned [Name, first name / corporate name], purchaser of the vehicle [description] from [Seller], irrevocably instruct you to deduct from the funds I pay you for this purchase the sum of EUR [amount] excluding taxes, plus VAT where applicable, corresponding to the commission due to Pakoff Global Brand S.r.l. (Carbon Azur trade name) under the search mandate dated [date] (reference [CA-YYYY-NNN]), and to pay it by bank transfer on the day the price is paid to the Seller, to the following account:

Account holder: Pakoff Global Brand S.r.l. – IBAN: LT093250008839222198 – BIC: REVOLT21 – Bank: Revolut

This instruction may not be amended or revoked without the written consent of Carbon Azur. It constitutes a valid discharge in your favour for the amount so paid.

Executed in [place], on [date].

The Client
[Name, first name]
Signature:

Acknowledged, on [date]
[Lawyer / notary / escrow agent]
Stamp and signature:

Schedule 4 – Absentee bid at auction

The Client instructs Carbon Azur to bid on the Client's behalf, in the Client's name, on the lot described below, up to the maximum amount stated.

Auction house	[name, city]
Sale	[title, date, place]
Lot	No. [ ] – [make, model, year, chassis number]
Maximum bid	[amount in figures and words] [currency], excluding buyer's premium, taxes and duties
Bidding method	[ ] In the room [ ] By telephone [ ] Online
Announced buyer's premium	[ ] % of the hammer price, plus VAT according to the conditions of sale
Deposit	[amount and terms required by the auction house]
Validity of the bid	For the sale identified above only

The Client confirms having read the auction house's conditions of sale, the lot description and the available condition reports, and acknowledges that the vehicle is sold as seen. The fall of the hammer binds the Client under the conditions of the sale.

Executed in [place], on [date].

For Carbon Azur
Signature:

The Client
"Agreed as absentee bid up to [amount]"
Signature:

Schedule 5 – Delivery report

Vehicle: [make, model, year] – Chassis number: [VIN] – Registration: [ ]

Delivered on [date] at [place] – Mileage recorded: [ ] km

Item handed over	Handed over	Remarks
Registration certificate or title	[ ]	
Invoice or bill of sale	[ ]	
Lien-free or administrative status certificate	[ ]	
Manufacturer certificate of authenticity	[ ]	
Service book and invoices	[ ]	
Pre-purchase inspection report	[ ]	
Customs documents (where applicable)	[ ]	
Keys (number: [ ])	[ ]	
Tools, kit, cover, charger	[ ]	

Condition observed on delivery, reservations if any:

[ ]

The Client acknowledges receipt of the vehicle and of the items ticked above. Reservations are notified to the Seller without delay, with a copy to Carbon Azur.

The Client
Signature:

The Seller or its representative
Signature: