Search and Introduction Mandate

Purchase or rental of an exceptional asset · Version 1.0 · 26/09/2026

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 and adapted to the country of the asset where local law imposes specific rules (real estate in particular). In case of discrepancy with the French version, the French version prevails.

Between the undersigned

[Corporate name operating under the Carbon Azur trade name], a [legal form] with a share capital of EUR [amount], registered with the Monaco Trade and Industry Register under number [RCI], having its registered office at 3, boulevard Princesse Charlotte, 98000 Monaco, represented by [Name, first name], in his/her capacity as [title], 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 carries on, from Monaco, a search and introduction business relating to exceptional assets: motor vehicles, real estate, yachts, private aviation (jets and helicopters), watches, works of art and collectibles. For this purpose it relies on a worldwide network of professionals and private contacts.

The Client wishes to purchase or rent an asset meeting the characteristics described in Schedule 1 and intends to entrust Carbon Azur with the search for such asset and with the introduction to its owner or the owner’s intermediary. The Parties have agreed as follows.

Article 1 – Purpose

The Client entrusts Carbon Azur, which accepts, with the task of searching for an asset meeting the search brief set out in Schedule 1 (the “**Asset**”), with a view to its purchase or rental, and of introducing the Client to the owner of the Asset, the owner’s representative or any authorised intermediary (the “**Seller**”). The relevant sector is indicated in Schedule 1; the sector-specific provisions of Article 10 apply accordingly.

Article 2 – Nature of the engagement

2.1 Carbon Azur acts as an independent intermediary. It is not a party to any transaction that may be concluded between the Client and the Seller, does not guarantee its performance and assumes none of the Seller’s obligations, in particular as to the condition, conformity, authenticity or provenance of the Asset.

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

2.3 The Client remains entirely free to conclude or not conclude any transaction. Technical, legal and financial verifications relating to the Asset are the Client's responsibility; Carbon Azur assists in organising them.

Article 3 – Exclusivity

[ ] **Exclusive mandate.** During the term of the mandate, the Client shall not entrust the same search to any other intermediary. Any transaction relating to an asset meeting Schedule 1, concluded during the term of the mandate, whatever its origin, gives rise to the Commission under Article 8.

[ ] **Non-exclusive mandate.** The Client remains free to search elsewhere. The Commission is due only for assets introduced by Carbon Azur, under the conditions of Articles 6 to 8.

Article 4 – Obligations of Carbon Azur

Carbon Azur undertakes to:

- actively search its network for assets meeting Schedule 1;
- present to the Client a selection of assets together with the information available to it (description, asking price, history, available documents);
- organise, at the Client's request, viewings, trials, inspections or expert appraisals;
- assist the Client in the negotiation and up to the signing of the documents;
- inform the Client without delay of any material information of which it becomes aware concerning an introduced asset;
- comply with the confidentiality undertaking in Article 9.

Article 5 – Obligations of the Client

The Client undertakes to:

- provide accurate and complete information on its identity, criteria and financial capacity, and keep them up to date;
- provide, upon first request of the Seller, the notary, the lawyer or the escrow agent, the identity and source-of-funds documents required under applicable anti-money-laundering regulations;
- respond to introductions and proposals within a reasonable time;
- refrain from any direct contact with the Seller of an introduced asset outside Carbon Azur's intermediation (Article 7);
- inform Carbon Azur without delay of any parallel approach or of any offer received concerning an introduced asset.

Article 6 – Introduction of assets

6.1 Each asset is introduced to the Client by means of an introduction sheet sent by e-mail to the address stated above, bearing a unique reference and a description of the asset (the "**Introduction**"). Introductions are recorded in Schedule 2, which the Parties complete as they occur.

6.2 Before Introduction, and until an agreement is signed between the Client and the Seller, the identity of the Seller, the exact location of the Asset and any element allowing its identification may be kept confidential by Carbon Azur.

6.3 If the Client already knows the introduced asset or its Seller, it shall so inform Carbon Azur in writing within two (2) business days of the Introduction, with evidence of prior contacts (correspondence, offers, viewings). Failing this, the asset is deemed introduced by Carbon Azur for the purposes of this mandate.

6.4 Any introduced asset remains covered by this mandate for twenty-four (24) months from its Introduction, including after the expiry or termination of the mandate.

Article 7 – Non-circumvention

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

7.2 Any transaction relating to an introduced asset, or to any other asset of the same Seller, 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 under Article 8.

7.3 In the event of a breach of this Article, the Client shall owe, in addition to the Commission, liquidated damages equal to fifty (50) % of the amount of the Commission, without prejudice to any further damages.

Article 8 – Remuneration

8.1 Upon conclusion of a transaction relating to an introduced asset – sale, sale undertaking, rental, charter, construction order or any transaction of equivalent effect – Carbon Azur is entitled to a commission (the "**Commission**") of:

- **purchase**: [ ] % excluding taxes of the total price agreed between the Client and the Seller, with a minimum of EUR [ ] excluding taxes;
- **rental or charter**: [ ] % excluding taxes of the total rental or charter amount, excluding security deposit, fuel, crew and ancillary costs, with a minimum of EUR [ ] excluding taxes.

8.2 The Commission is earned upon conclusion of the transaction (signing of the deed, contract or binding undertaking) and payable on the date of payment of the price or of the first irrevocable instalment, whichever is earlier.

8.3 The Client irrevocably instructs the notary, lawyer, escrow agent or broker receiving the transaction funds to deduct the Commission from those funds and to pay it directly to Carbon Azur, in the form set out in Schedule 3. The Client delivers this signed instruction to Carbon Azur before signing any agreement with the Seller. Where the funds do not pass through any third party, the Commission is paid by bank transfer within five (5) days of becoming payable.

8.4 The Commission remains due where the transaction is concluded by a person related to the Client, or where it relates to an introduced asset and occurs within twenty-four (24) months of its Introduction, in accordance with Articles 6.4 and 7.

8.5 The Client acknowledges and accepts that Carbon Azur may also receive remuneration from the Seller or the Seller's intermediary in respect of the same transaction.

8.6 No commission is due if no transaction is concluded. Exceptional expenses (travel outside the French Riviera, appraisals, inspections, transport) are incurred only with the Client’s prior written consent and re-invoiced at cost.

8.7 Amounts are stated exclusive of taxes; applicable value added tax is added. Any sum unpaid when due bears interest at the statutory rate plus five (5) points, without prior notice, in addition to recovery costs.

Article 9 – Confidentiality

Each Party undertakes not to disclose the information received from the other under this mandate: identity and contact details of the Client and of Sellers, description and location of assets, prices and terms, documents provided. The Client’s identity is disclosed to the Seller only with the Client’s consent, or where regulations or the conclusion of the transaction so require. This undertaking applies during the term of the mandate and for three (3) years after its end.

Article 10 – Sector-specific provisions

The following provisions apply according to the sector ticked in Schedule 1 and supplement the preceding Articles.

10.1 Real estate

The transaction is carried out through an agency or professional holding the licences required in the country where the Asset is located (in Monaco, Law no. 1.252 of 12 July 1995; in France, Law no. 70-9 of 2 January 1970). Carbon Azur acts as a business introducer towards that professional and the Client. Where the professional remunerates Carbon Azur for the introduction, the Commission owed by the Client is: [ ] maintained [ ] reduced accordingly (tick). The professional’s fees, registration duties and deed costs remain payable by the Client according to local practice.

10.2 Yachts

The purchase is normally documented by a sale agreement in the industry’s customary form (notably the MYBA Memorandum of Agreement) and the price passes through the escrow account of the central agent or of a lawyer. The sea trial and survey are carried out by providers chosen and paid by the Client. Charters are documented by a charter agreement on market terms; the Commission applies to the total charter fee excluding APA, VAT and delivery fees.

10.3 Private aviation (jets and helicopters)

A pre-purchase inspection is carried out by an organisation chosen and paid by the Client. The price normally passes through a specialised aviation escrow agent. Registration, de-registration and compliance formalities are the responsibility of the Client and its advisers. For charters, the Commission applies to the total amount invoiced by the operator, excluding taxes and fees.

10.4 Watches, works of art and collectibles

The authenticity, condition and provenance of the Asset are verified, before conclusion of the transaction, by an independent expert chosen by mutual agreement and paid by the Client. The Seller provides the available documents (certificates, invoices, history, original papers). Customs duties, import taxes and transport costs are borne by the Client. Carbon Azur does not guarantee the authenticity of the Asset.

10.5 Exceptional motor vehicles

The history, mileage and condition of the vehicle are verified by a prior inspection carried out by a professional chosen and paid by the Client. Registration, homologation and transport formalities are the Client’s responsibility; Carbon Azur may arrange them on quotation.

Article 11 – Term and termination

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

11.2 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.

11.3 Articles 6.4, 7, 8, 9 and 14 survive the expiry or termination of the mandate.

Article 12 – Personal data

Carbon Azur processes the Client’s personal data for the performance of the mandate, compliance with its legal obligations and management of its business relationship, in accordance with Monegasque personal data protection regulations and, where applicable, Regulation (EU) 2016/679. Data are retained for the term of the mandate and the applicable limitation periods. The Client has rights of access, rectification, objection and erasure, which it may exercise at info@pakoff.com.

Article 13 – General provisions

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

13.2 The invalidity of any clause does not affect the others, which remain applicable; the Parties shall replace it with a clause of equivalent effect.

13.3 Notices are validly given by e-mail to the addresses stated above. The mandate may be signed electronically; an electronic signature has the same value as a handwritten signature.

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

Article 14 – 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 exclusive 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, each Party acknowledging receipt of its own.
Schedules: 1 – Search brief; 2 – Introduction register; 3 – Irrevocable payment instruction.

For Carbon Azur
[Name, first name, title]
Signature:

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

Schedule 1 – Search brief

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

Sector	[ ] Real estate [ ] Yacht [ ] Private jet [ ] Helicopter [ ] Watch [ ] Work of art / collectible [ ] Exceptional motor vehicle
Transaction	[ ] Purchase [ ] Rental / charter [ ] Both
Type of asset	[apartment, villa, motor yacht, sailing yacht, light jet, watch reference, artist, make and model...]
Key characteristics	[surface area, length, year, engine, condition, mileage, period, dimensions...]
Desired location	[city, country, cruising area, operating base...]
Budget	[minimum – maximum], currency [EUR / USD / CHF], [ ] excluding taxes [ ] including taxes
Desired timeframe	[date or period]
Specific constraints	[flag, registration, VAT status, financing, confidentiality, delivery...]
Mandate	[ ] Exclusive [ ] Non-exclusive
Purchase commission	[ ] % excl. taxes of the price – minimum EUR [ ] excl. taxes
Rental / charter commission	[ ] % excl. taxes of the total amount – minimum EUR [ ] excl. taxes
Real estate – introduction remunerated by the agency	[ ] Client’s commission maintained [ ] reduced accordingly
Authorised contacts	[persons authorised to receive Introductions: name, e-mail, telephone]

For Carbon Azur
Initials:

The Client
Initials:

Schedule 2 – Introduction register

Each asset introduced to the Client is recorded below. The "Seller / intermediary" 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 (Article 6).

Reference	Date sent	Description of the asset (anonymised)	Seller / intermediary (after signing)	Client's acknowledgement (date, initials)

Schedule 3 – Irrevocable instruction for payment of the commission

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

Re: payment of the commission due to Carbon Azur – transaction [asset reference]

I, the undersigned [Name, first name / corporate name], [purchaser / lessee] of the asset [description of the asset] from [Seller], hereby irrevocably instruct you to deduct from the funds I pay you in respect of this transaction the sum of EUR [amount] [or: [ ] % of the transaction price], excluding taxes, plus VAT where applicable, corresponding to the commission due to [Corporate name operating under the Carbon Azur trade name] under the search mandate dated [date] (reference [CA-YYYY-NNN]), and to pay it by bank transfer to the following account on the day of signing of the final deed or of transfer of title:

Account holder: [corporate name] – IBAN: [IBAN] – BIC: [BIC] – Bank: [bank]

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	**Acknowledged, on [date]**
[Name, first name]	[Notary / lawyer / escrow agent / broker]
Signature:	Stamp and signature: