Business Introduction and Non-Circumvention Agreement

Seller, owner or Seller's intermediary · Version 1.0 · 26/09/2026

This document is signed with the seller of an asset (or the seller's broker, agency or gallery) before Carbon Azur introduces a buyer. Fields highlighted in yellow: to be completed. Boxes [ ]: tick the option chosen. To be reviewed by counsel before first use. 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], 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], hereinafter "**Carbon Azur**" or "**the Introducer**",

and

[Name and first name / corporate name], [born on ... / a company registered under no. ...], residing at / having its registered office at [address], e-mail [e-mail], telephone [number], acting [ ] as owner [ ] as representative, broker, agency or gallery of the owner, hereinafter "**the Seller**",

together "**the Parties**".

Recitals

The Seller wishes to sell or rent the asset described in Schedule A (the "**Asset**"). Carbon Azur, which carries on a search and introduction business relating to exceptional assets, has one or more prospective purchasers or lessees likely to be interested. The Parties agree on the terms under which Carbon Azur introduces such persons to the Seller and is remunerated upon conclusion of a transaction.

Article 1 – Purpose

Carbon Azur introduces to the Seller one or more persons interested in the Asset (each an "**Introduced Buyer**"). The introduction is made by e-mail, with a unique reference, to the Seller's address stated above (the "**Introduction**"). Introductions are recorded in Schedule B.

Article 2 – Confidentiality of the Buyer

Until an agreement is signed between the Seller and the Introduced Buyer, Carbon Azur may introduce the latter anonymously (profile, capacity, timing). The Seller shall not seek to identify or contact the Introduced Buyer by any means other than Carbon Azur.

Article 3 – Acknowledgement of the introduction

If the Seller is already in contact with the Introduced Buyer regarding the Asset, it shall so inform Carbon Azur in writing within two (2) business days of the Introduction, with evidence of prior contacts (offers, viewings, correspondence). Failing this, the Introduced Buyer is deemed introduced by Carbon Azur.

Article 4 – Non-circumvention

4.1 During the term of this Agreement and for twenty-four (24) months from each Introduction, the Seller shall not, directly or indirectly, through any nominee, affiliated company, representative, agent or other third party, negotiate or conclude with an Introduced Buyer, or with a person related to it, outside Carbon Azur’s intermediation.

4.2 Any transaction concluded during that period between the Seller (or a related person) and an Introduced Buyer (or a related person), whether relating to the Asset or to any other asset of the Seller, is deemed to result from Carbon Azur’s introduction and gives rise to the remuneration under Article 5.

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

Article 5 – Remuneration

5.1 Upon conclusion of a transaction with an Introduced Buyer – sale, sale undertaking, rental, charter or transaction of equivalent effect – the Seller pays Carbon Azur (tick the option chosen):

> [ ] **Seller as owner**: a commission of [ ] % excluding taxes of the total transaction price (rental: [ ] % excl. taxes of the total amount, excluding security deposit and ancillary costs), with a minimum of EUR [ ] excl. taxes;
>
> [ ] **Broker, agency or gallery**: a share of [ ] % of the commission received by the Seller in respect of the transaction (co-brokerage), payable within five (5) days of its receipt by the Seller;
>
> [ ] **Other**: [lump sum or agreed terms].

5.2 The remuneration is earned upon conclusion of the transaction and payable on the date of receipt of the price or of the first irrevocable instalment.

5.3 Where the price passes through a notary, a lawyer, an escrow agent or a central agent, the Seller irrevocably instructs that person to deduct the remuneration from the funds received and to pay it directly to Carbon Azur, in the form set out in Schedule C, delivered signed before the signing of any agreement with the Introduced Buyer.

5.4 The Seller acknowledges and accepts that Carbon Azur may also receive remuneration from the Introduced Buyer in respect of the same transaction.

5.5 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, without prior notice, in addition to recovery costs.

Article 6 – Obligations of the Seller

The Seller undertakes to:

- provide Carbon Azur with accurate and complete information on the Asset: description, condition, history, charges, damage, disputes, title and authenticity documents, asking price;
- evidence its right to sell or rent the Asset, or the authority it holds for that purpose;
- inform Carbon Azur without delay of any offer received, any change of price or availability, and the conclusion of any transaction;
- allow viewings, trials, inspections and appraisals requested by an Introduced Buyer, on reasonable terms;

- refrain from any direct contact with an Introduced Buyer outside Carbon Azur (Article 4).

Article 7 – No warranty by the Introducer

Carbon Azur is not a party to the transaction and guarantees neither the financial capacity of the Introduced Buyer, nor the conclusion of a transaction, nor its performance. It is bound by a best-efforts obligation only.

Article 8 – Confidentiality

Each Party undertakes not to disclose the information received from the other under this Agreement: identity of Introduced Buyers, description, location and price of the Asset, negotiated terms, documents provided. This undertaking applies during the term of the Agreement and for three (3) years after its end.

Article 9 – Sector-specific provisions

9.1 Real estate

The transaction is carried out through an agency or professional holding the licences required in the country of the Asset (in Monaco, Law no. 1.252 of 12 July 1995; in France, Law no. 70-9 of 2 January 1970). Where the Seller is that agency, Carbon Azur's remuneration is the "broker, agency or gallery" option under Article 5.1. Where the Seller is the owner, the owner entrusts the transaction to a licensed professional and ensures that Carbon Azur's introduction is recognised and remunerated in the mandate given to that professional.

9.2 Yachts

Where the Seller is the central agent, the Parties formalise a co-brokerage in accordance with industry practice (MYBA); Carbon Azur's share is that under Article 5.1. The sale is documented by a Memorandum of Agreement and the price passes through the escrow account of the central agent or of a lawyer. For a charter, Carbon Azur's share applies to the commission received by the Seller on the total charter fee.

9.3 Private aviation (jets and helicopters)

The price normally passes through a specialised escrow agent. The Seller makes available the logbooks, engine programmes, maintenance history and registration documents required for the pre-purchase inspection.

9.4 Watches, works of art and collectibles

The Seller warrants that it owns the Asset or is duly authorised, that the Asset is free of any third-party rights and that the provenance and authenticity documents provided are genuine. It agrees to the examination of the Asset by an independent expert chosen by mutual agreement with the Introduced Buyer.

9.5 Exceptional motor vehicles

The Seller provides the service history and registration documents and allows a prior inspection by a professional chosen by the Introduced Buyer.

Article 10 – Term and termination

This Agreement is entered into for twelve (12) months from its signature and may be renewed in writing. 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 4, 5, 8 and 12 survive its end in respect of any prior Introduction.

Article 11 – General provisions

This Agreement and its Schedules constitute the entire agreement of the Parties on its subject matter. Any amendment requires a written document signed by both Parties. The invalidity of any clause does not affect the others. Notices are validly given by e-mail to the addresses stated above. The Agreement may be signed electronically. It is drawn up in French and in English; in case of discrepancy, the French version prevails.

Article 12 – Governing law and jurisdiction

This Agreement 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.

Executed in Monaco, on [date], in two original copies. Schedules: A – Description of the Asset and terms; B – Register of Introduced Buyers; C – Irrevocable payment instruction.

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

The Seller
[Name, first name, capacity]
“Read and approved”
Signature:

Schedule A – Description of the Asset and terms

Agreement reference: [CA-V-YYYY-NNN]   Date: [date]

Sector	[ ] Real estate [ ] Yacht [ ] Private jet [ ] Helicopter [ ] Watch [ ] Work of art / collectible [ ] Exceptional motor vehicle
Transaction	[ ] Sale [ ] Rental / charter [ ] Both
Description of the Asset	[type, make, model, reference, artist, address or location, year, serial or hull number...]
Key characteristics	[surface area, length, engine, condition, mileage, hours, dimensions, available documents...]
Asking price	[amount], currency [EUR / USD / CHF], [ ] excluding taxes [ ] including taxes; VAT status: [paid / not paid / out of scope]
Capacity of the Seller	[ ] Owner [ ] Broker / agency / gallery under mandate dated [mandate date]
Carbon Azur's remuneration	[ ] % excl. taxes of the price / [ ] % of the Seller's commission / [lump sum] – minimum EUR [ ] excl. taxes
Availability and viewings	[place, conditions, contact person]
Specific constraints	[confidentiality, timing, financing, transport...]

For Carbon Azur
Initials:

The Seller
Initials:

Schedule B – Register of Introduced Buyers

Each Introduced Buyer is recorded below. Full identity is entered after an agreement is signed between the Seller and the Introduced Buyer. The Seller acknowledges receipt of each Introduction by return e-mail; failing this, the Introduction is deemed received on the day it is sent (Article 3).

Reference	Date sent	Buyer profile (anonymised)	Identity (after signing)	Seller's acknowledgement (date, initials)

Schedule C – Irrevocable instruction for payment of the remuneration

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

Re: payment of the remuneration due to Carbon Azur – transaction [Asset reference]

I, the undersigned [Name, first name / corporate name], seller of the asset [description] to [Buyer], hereby irrevocably instruct you to deduct from the funds you receive in respect of this transaction the sum of EUR [amount] [or: [ ] % of the transaction price], excluding taxes, plus VAT where applicable, corresponding to the remuneration due to [Corporate name operating under the Carbon Azur trade name] under the business introduction agreement dated [date] (reference [CA-V-YYYY-NNN]), and to pay it by bank transfer to the following account on the day of receipt of the price:

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