

GENERAL TERMS AND CONDITIONS
FOR SKIPPERED or BAREBOAT YACHT CHARTERS

Article 1.

Contractual Partners

These General Charter Terms for Yacht Charter are an integral part of every Lease Contract (hereinafter referred to as the "Contract") for the yacht (hereinafter referred to as the "Vessel").

The contractual partners are:

CATAMARAN CHARTER (Pty) Ltd.

also t/a ZANZIBAR CATAMARAN CHARTER (hereinafter referred to as the "Charter Company"),

The chartering party (hereinafter referred to as the "Client"), and the Yacht Agency (hereinafter referred to as the "Agent") who acts as an intermediary in this contract (if applicable).

Article 2.

Acceptance of Contract and its Conditions

The Agent (if applicable) is authorized to set up this Contract as representative of the Charter Company.

The Client confirms, with signing of the Contract, that he has read and accepts the Contract and that he understands terminology used therein.

The object of the Contract is the rental of the Vessel for a specific period, as agreed upon by the Charter Company and the Client. The Client is responsible for the proper use of the Vessel and its equipment, as usual and as directed by the Skipper.

The duration of the Charter is specified in the Contract and is calculated from the date and time of embarkation to the date and time of disembarkation. If the Client wishes to extend the Charter, they must obtain the Charter Company's written consent and pay any additional fees.

We operate one or more security cameras on board.

This is to protect our Clients from theft or the like.

If you do not want this, please inform us.

Article 3.

Charter fee

The yacht charter fee covers the use of the Vessel and its inventory. Additional expenses will be calculated separately and will not be considered in the case of a possible refund of charter costs.

The charter fee does not include marina fees, fuel, comfort package fee, tourist tax, water, food, drinks, and any expenditures required for the proper operation of the Vessel during the sailing.

Obvious mistakes in the calculation of the charter fee or inadequacies regarding some of the terms within the Lease contract do not justify the Client's withdrawal from the Contract; rather, corrections may be made

based on the current list of fees and current contractual conditions of the Charter Company. Irregularities in the Vessel's equipment or gear (non-correspondence with the inventory or equipment lists provided to the Client, or any deficiencies, caused by negligence, or which may also occur at any time during use) do not authorize the Client to make any deductions – provided the safety and operation of the Vessel as such and the functioning equipment are guaranteed.

Payment terms:

- 50% not longer than 7 days from the day of confirming the booking,
- 50% not less than 4 weeks prior to charter start date, unless otherwise agreed and confirmed in the Contract.

Within 7 days of confirmation, the Client is required to make a 50% advance payment of the total amount of the agreed charter price. The remaining balance (of the total charter price) must be paid 4 weeks prior to the start of the charter. The Client may board the Vessel only after all necessary payments have been made. If any scheduled payment has not been received by the due date, the Charter Company reserves the right to cancel the charter and retain all payments and fees received to date.

Article 4.

Obligations of Charter Company

Charter Company is obliged to provide the Vessel to the Client in in proper working order, fully insured, if agreed with a qualified Skipper, with full complement of equipment, inclusive of that required by specification on Charter Company's website possibly together with an official inventory list. The Vessel must be in good condition, delivered on agreed time and with all necessary documentation.

Journey to the location of the Vessel is not part of the Contract. If the start of the journey is delayed because the Client or a member of his crew arrives late, there shall be no refunds.

Client and his crew know they are leasing an "instrument" to exercise boating, with its inherent risks, and that the terms agreed on differ from laws and regulations governing the tourist sector. Claims for travel and accommodation expenses, compensation for suffered pain, loss of income etc. cannot be considered.

Charter Company is obligated to repair any damage to the Vessel within 24 hours from the moment the Client informs the Charter Company of damage in question, provided that necessary spare parts or service providers are available. It is acknowledged and agreed that Zanzibar and Pemba are

remote areas in Africa, with very limited infrastructure, skills and service stations, and this may lead to delays, which fall outside of the responsibility of the Charter Company.

In this instance Client doesn't have the right to any reimbursement. Charter Company shall not be liable for any delay incurred due to Force majeure or rough weather conditions.

Charter Company is not liable to any person for possible injuries, damages or death that is a result of Client's usage of the Vessel (Client and members of his crew, as well as possible passengers, or any third party on the yacht for the duration of charter).

Charter Company is also not responsible for postponements or changes of Client's plans caused by bad weather or other similar reasons.

In case of any bigger damage on the Vessel, and/or structural damage of the Vessel Charter Company is entitled to exempt the Vessel from charter without any reimbursements for "non used" days of charter.

If the Vessel is booked as "classic" charter and subsequently is established that the vessel has participated in a regatta, Charter Company is entitled to charge the difference in price, according to the payment terms for regatta.

In case of any inappropriate behavior, from the Client or his crew, at any moment of the charter period, Charter Company is entitled to exempt the vessel from charter or disembark client/guests from the vessel, if necessary, without any reimbursement to the Client.

Charter company is not liable for (personal) items on the vessel or that are left on the Vessel after disembarkation and takes no responsibility whether the latter will be found.

Article 5.

Obligations of the Client

The Client agrees to navigate the Vessel with special consideration of good seamanship as well as careful observation of all legal regulations and provisions as applicable in all the countries visited.

The Client guarantees that his/her nautical knowledge and competence is of such level that allows him/her to operate the Vessel (and all the equipment on the Vessel) safely, regardless of weather conditions or any other circumstances. If Charter Company comes to realization that the Client, or members of his crew, do not possess appropriate and necessary knowledge and nautical competence to use the Vessel, Charter Company may request a competent (professional) skipper is embarked for part or entire Contract period. All related expenses shall be borne by the Client. The Client (or the Skipper nominated by the

Client) is committed:

- to possess a valid sailing license (recognized and valid in Tanzania) as well as the GMDSS Radio Operator's license in ORIGINAL for the entire duration of charter.
 - to sail solely in Tanzanian territorial waters, unless otherwise agreed with Charter Company in written form. To leave Tanzanian territorial waters, the Client must obtain special written approval from the Charter Company, and bear all associated costs (transire, passports, etc.)
 - not to accept more than the maximum number of persons permitted on board and to inform the Charter company and the relevant authorities about any changes regarding the crew aboard.
 - not to operate the Vessel under the influence of alcohol or drugs
 - not to allow the Vessel to be used for transporting passengers nor for commercial fishing nor for any other gainful activity
 - not to re-charter the Vessel
 - not to take part in races without the official permission from the Charter company
 - not to use the Vessel for towing other vessels or to be towed or rescued by other vessels except in cases of emergency; should such an emergency arise; orders must come from the Charter company (or a person authorized by the Charter company). Should this not be possible, the Client/Skipper must establish contact with the skipper of the other vessel and come to an agreement about costs of towing or other rescue operations before help is accepted.
 - to report the theft of the Vessel or of part of the gear or equipment to the Charter Company at once and then to the nearest police precinct and port authority.
 - not to take animals aboard without the express permission of the Charter company (additional cleaning fee will be due)
 - not to let the engine run if the Vessel sails in a sloping position and to use the engine only as long as it is necessary; sails should be adapted to the rig and to the existing wind forces
 - to leave a protected harbor only if the principles of good seamanship allow this
 - to leave unsafe anchorage places or moorings if the weather forecast, the existing weather conditions, or the foreseeable development makes it necessary
 - to take care that while the Vessel is anchored or moored, danger to the Vessel must be always recognizable, thus allowing measures to be taken to avoid danger
- In case of failure of the Vessel or its equipment, the Client/Skipper must inform Charter company immediately; call base manger or call

one of the phone numbers noted in the Vessel's documents. Charter company must repair such fault, as soon as objectively possible, immediately after receiving the notice. If Charter company repairs the fault within 24 hours from notification, Client/Skipper is not entitled to demand indemnification.

All damages made on the vessel by the Client or his crew (and/or guests) during charter are Client's responsibility and shall be covered by the Client. If the Client did not hire a professional skipper, organized by the Charter Company, the Client is responsible for any damage on the vessel during charter (under and above water). If a professional skipper is organized by the Charter Company, he/she is responsible for the underwater and navigation parts of the Vessel, everything else is Clients' responsibility.

Special annotations because of frequent damages:

The Skipper or the person doing check-in will advise on do's and don'ts on board, In particular also that no items must be thrown into the toilet, including paper. This will break the pumps. If the Client neglects this, Client will be responsible for repair costs plus additional costs arising from non-availability of the vessel or the toilet.

Also, that hatches and windows need to be closed during sailing or when it rains. Resulting damages from neglecting this will be for the Client's account.

Any other damages, caused by the Client or his/her Crew will be for the Client's account.

In case of major sea damage or accident, possible delay, or loss of maneuverability of the vessel, the Charter company must be informed at once. The Client/Skipper must undertake everything in his power to reduce the effects as well as to avoid consequential damage (for instance breakdown, etc.). Moreover, the Client/Skipper is obliged to keep a record of the details of the damage and – provided there are claims of third parties – to have all the data confirmed by the relevant authorities. The Client/Skipper is fully liable for all direct and consequential costs such as confiscation of the Vessel if it is within the scope of responsibility of the Client/Skipper or members of his crew. If there is reason to assume that the Vessel is damaged on the underwater part, the Vessel must be navigated to the nearest port where the services of a diver must be engaged, the supply of a crane organized, or a slip up arranged. The costs shall be borne by the Client, unless it was the Charter Company's Skippers responsibility. Rented equipment and watersport toys (jet ski,

water skis, wakeboard, sea bob, kayak, banana, donut, tender etc.) Client will use on its own responsibility. In case of any damage done while using the rented equipment, Client should pay for damage before leaving the Vessel upon check out. Payment is possible on the spot in cash, by credit card or can be charged from the Client's security deposit that was left before boarding.

Article 6.

Termination of contract

The Charter Company may terminate the Contract at any time if the Client or any member of their crew behaves in a way that is detrimental to the safety or operation of the Vessel or if the Client or any member of their crew violates any of the terms of the Contract. In such cases, the Charter Company is not required to refund any portion of the charter fee.

Charter Company reserves the right to cancel the Charter due to unforeseen circumstances. In such cases, the Charter Company will refund the Client the full amount paid for the Charter. Period of validity of the Contract can only be changed in agreement with the Charter Company.

If the Client is not able to embark chartered Vessel on due date, for any reason, the Client can find another user for the contracted charter until 60 days prior to charter. If the Client is not able to find another user for the contracted charter, cancellation fees will be charged:

- for cancellation up to 61 days before contracted charter period, Charter Company shall keep 30% of total charter price
- for cancellation between 60 and 31 days before contracted charter period, Charter Company shall keep 50% of total charter price
- for cancellation within 30 days of contracted charter period, Charter Company shall keep 100% of total charter fee

Article 7.

Force Majeure

Charter Company shall not be liable for any loss, damages, expenses, delay or failure in performance hereunder resulting from any force majeure event, including but not limited to acts of God, war or terrorist activities (threatened or actual), civil unrest, natural or nuclear disaster, fire, floods, unavoidable technical problems with transport, closure or congestion of airports, unforeseen alterations to public schedules, action of the elements, epidemics, pandemics, insurrection, piracy,

strikes, acts of the public enemy, federal or state laws, industrial dispute and any other cause beyond the reasonable control of Charter Company which makes continuance of operations impossible.

In the event of a delay or failure of performance based upon an event described above, all payments made towards the Contract/charter shall be used as a credit for a future charter. No refunds will be provided. Charter Company will work with Client to book a new charter on the same or different Vessel, agreeable to the Client, on new dates, based upon availability and the Client's preference. If the parties cannot book a new charter at that time, Client's deposit will remain as a credit by the Charter Company for no longer than 12 months from the date of cancellation.

Article 8.

Vessel Takeover and Return

The Client / Skipper is obliged to do the check-in and check-out procedure personally, either with the technical staff on the Vessel and the reception staff at the Charter Company's office. No other person, except the Client / skipper, is authorized to take over the vessel nor return it.

CHECK-IN

The Charter Company is obliged to properly instruct the Client, or the person nominated by him (his nominated Skipper) about all technical details concerning gear and equipment, using a check-in or inventory-list.

By signing the Check-in list

the Client/Skipper confirms that the Vessel was taken in charter ready condition, clean. Any possible concealed defects or deficiencies of the boat, which could not have been expected by Charter Company shall not entitle the Client to claim for the reduction of the charter rate, nor a refund.

The Check in/out list becomes an integral part of this Contract, and it will be signed by the Client and the Crew when taking over and returning of the yacht (check list).

The Charter company may refuse to hand over the vessel:

- if the charter fee has not been fully paid
 - if obligatory security deposit has not been left and optional deposit insurance paid
 - required documents are missing or insufficient (no license or a license not valid for the chartered vessel, etc.)
 - during the process of check-in, it turns out that the Skipper does not have required qualification AND/OR skills for bareboat charter.
- In the latter case or if there are problems with

licenses or skills Client should hire our professional skipper and cover the expenses for it. Official diver's inspection is standard and obligatory part of check out procedure. According to marina rules, underwater inspection can be done exclusively by official divers employed in marina. Their report is considered confirmation about proper conditions of the boat before handed over to Charterer. If the official marina diver has found an underwater damage, he will take a photo of that damage and deliver it to the Charter Company. If there is no damage to the underwater part of the Vessel, photos are not taken - the diver's official report is a proof of the correct condition of the underwater part of the Vessel.

Delayed Check-in Procedure

In case of delayed Check-in procedure Charter company is obliged to fix the problem or to find an appropriate replacement (meaning the same or similar type of vessel; in dimensions, gear, and equipment) within 24 hours. If the Charter company cannot hand over the vessel within 24 hours, The Client has the right to withdraw from the Contract. In this case payments already made will be refunded to him. No further claims may be raised.

If it is an established fact before the start of the trip that neither Vessel not replacement will be available on the agreed date, the Charter company shall be obliged to inform the Client as soon as the former knows the facts. In this case both parties may withdraw from the Contract before the assumed start of the trip. Payments made by the Client will be fully refunded. No further claims may be raised.

CHECK-OUT

The Client/Skipper is obliged to return the Vessel to the agreed base port on Saturday till 8am and the entire crew must leave the Vessel, including their luggage on Saturday till 8am (the latest), unless otherwise stipulated in the Lease contract/booking confirmation or other written form.

If the Client/Skipper is unable to return the Vessel, he must inform the Charter company and make arrangements to have the Vessel returned by another person at the Client's cost and risk. Until the check-out procedure the Client must leave a qualified person on board. Unfavorable weather conditions cannot justify the delay of the agreed return date and time of the Vessel. When it comes to the delayed return of the Vessel, Client agrees that for the delay of one hour we will pay additional daily

rent. For delays over one hour, the Client must pay double daily rate for each hour overdue, as well as additional expenses that have come up due to the late returning of the Vessel.

At the check-out, any part of the equipment or gear lost or damaged must be recorded in detail and paid for. The amount may be deducted from the deposit. The Charter company also must be informed about groundings and possible defects.

If Vessel and equipment are in good condition, clean, complete and with a full tank, the deposit will be returned to the Client. The proper condition of the vessel at check-out must be confirmed and signed jointly by Client/Skipper and Charter company or their deputies.

The Client is obliged to leave the Vessel clean (take out the garbage, wash the dishes etc.), with full tanks of fuel and water, ready for further sailing, i.e., in the same condition in which it was on the charter start date. If the Vessel was not returned in a satisfactory condition, Charter Company reserves the right to charge additional cleaning fee (typically EUR 100) or deduct the amount from the Security deposit.

If repairs are necessary, the Client must contact the Charter company and agree on an earlier return of the vessel, so that work can be done in a timely and accurate manner for the next charter. If the damage is within the Charter company responsibility, fees covering the loss day(s) will be reimbursed to the Client. Any additional claims by the Client (cost of overnight stays, etc.) are excluded. If the Client causes the damage, no compensation for lost time during the trip will be disbursed.

If client insists to get the Vessel inspected by the Charter Company's technicians prior to last contracted day of charter but spends time on the vessel and disembarks last contracted day of charter, Charter Company is entitled to charge the Client for any damage that may occur during the period from technical inspection till disembarkation. Charter Company will inform the client regarding the damage and charge the damage if necessary. Deposit will be handed back to the Client after deducting the retainer and all costs incurred by repairing the damage. The deposit may also be withheld if the repair costs or other expenditures to be paid from the deposit cannot be calculated exactly at the time of the Client's check-out.

Upon check-out, the Client is obliged to return all Vessel's documents received in the Charter Company's office upon check-in back to the Charter Company's office. If the Client has lost

Vessel's documents, a fine will be charged.
Any claims for damages raised by the Client/Skipper against the Charter Company will be considered during check-out, with all necessary pertinent explanations and demonstrative evidence (including photos, audio / video recordings and similar). In the case that complaint cannot be solved during the check-out procedure, it should be sent to Charter company by e-mail in a written form, with all pertinent explanations and demonstrative evidence within 14 days after the charter is finished. Subsequently received or incompletely documented complaints will not be taken into consideration by the Charter Company. BOTH to wreiners@3mfuture.com and copy to mail@kitekahunas.com

Article 9.

Insurance and Deposit

The Vessel is fully insured against third party damage, fire, explosion, or damage caused by natural disasters, marine and collision risks, and against any loss or damage except equipment expressed in this Contract. The financial liability of the Client for loss or damage caused by him or his crew is limited with the agreed security deposit plus EUR 7000 (additional cover).

If the insurance comes to bear in case of damage, terms state that the damage had not been caused deliberately or by gross negligence or that the Client /Skipper did not set a behavior, which release the insurer to fulfill its contractual obligation.
It is expressly stipulated that in case of gross negligence or deliberate act the liability of the Client, is not limited by the deposit plus the additional cover.
The Client may be forced to pay the full sum of the damage.

Security deposit

The Client is required to leave a security deposit with the Charter Company upon taking over the Vessel. The security deposit is to cover any damages to the Vessel or its equipment, as well as any additional costs incurred by the Charter Company because of the Client's actions. The security deposit will be returned to the Client, if possible, at the end of the charter period, minus any deductions for damages or additional costs, as soon as these can be reasonably established. The amount of the security deposit is specified in the Contract and may be increased at the discretion of the Charter Company.

The security deposit may be paid by bank transfer, only in exceptional cases in cash (EURO) or by credit card. (Cashless operation).

If the security deposit is paid in cash, it may be returned to the Client in cash at the end of the charter period.

After the charter had finished, security deposit will be returned in full, unless any damage on the Vessel, or damage or loss of any item of the vessel equipment has been found, or fuel was needed. Otherwise, the security deposit shall be kept in equivalent value of the repair / or purchase value of the damaged and/or lost equipment. For regattas, double deposit amount will be required.

If the Client damages the Vessel or its equipment, or incurs additional costs, the Charter Company will determine the cost of repair or replacement and will deduct this amount from the security deposit. If the cost of repair or replacement exceeds the amount of the security deposit, the Client is responsible for paying the additional amount.

Article 10.

Liability of Charter Company

The Charter Company reserves the right to limit the range of the Vessel either based on the Vessel's category or if conditions for navigation are unsafe or otherwise unusual. A ban on navigating the Vessel at night may also be pronounced by the Charter Company. The responsibility for ignoring such restrictions is exclusively with the Client/Skipper.

Article 11.

Liability of the Agent

The Agent act as the intermediary between Client and Charter Company. His liability does not exceed his specified tasks or responsibilities as laid down.

Article 12.

Final Provisions

If parts of the Contract are null and void or invalid, the other parts retain their validity. The signers reserve the right to correct mistakes, misprints, or errors in calculating. Any agreements not contained in the Contract, oral promises or changes must be confirmed in writing.

Agent is responsible to forward General charter terms to the Client. Upon receipt of a written confirmation of the booking (either from the client directly or from the Agent on behalf of the Client), the Client confirms that he has read these General Charter Terms and agrees to its content.

Should the Client wish to give his/her opinion In public or on the internet (ratings/comments)

he/she consents to limit all publications and expressions to 5-star (highest) ratings and positive expressions. Contraventions attract a contractual penalty of EUR 3000 and the Client will be liable for all legal and other costs to remove all other ratings.

Place of jurisdiction

In case of any dispute or controversy under this Contract, an attempt shall be made to settle dispute or controversy peacefully and by understanding. If dispute or controversy cannot be thus resolved, the matter shall be forwarded to a Court of Cape Town and shall be subject to South African law. The court of jurisdiction is this Court.

Complaints

Any complaints by the Client must be submitted in writing to the Charter Company within 14 days of the end of the Charter.

Severability

If any provision of this Contract is found to be invalid or unenforceable, it will not affect the validity of the remaining provisions.

Modifications and Waiver

Any modifications or amendments to this Contract must be in writing and signed by both parties. The waiver of any provision of this Contract by either party shall not be deemed a waiver of any other provision or the right to enforce any other provision. The Charter Company may cancel or modify the booking at any time for any reason. In this case, the Charter Company will refund any payments made by the Client but will not be liable for any additional costs or damages incurred by the Client.

The Charter Company may change the Vessel or the itinerary at any time for any reason. In this case, the Charter Company will make every effort to provide a comparable Vessel or itinerary but will not be liable for any additional costs or damages incurred by the Client.

Limitation of Liability

The Charter Company shall not be liable for any loss or damages resulting from the use of the Vessel by the Client or their crew. The Charter Company shall not be liable for any loss or damages resulting from the Client's failure to follow the Charter Company's instructions or guidelines, or the Client's failure to comply with applicable laws, regulations, and standards. The Charter Company shall not be liable for any

loss or damages resulting from the Client's failure to secure the Vessel properly or the Client's failure to ensure the safety of the Vessel and its crew. The Charter Company shall not be liable for any loss or damages resulting from the Client's subchartering of the Vessel or use of the Vessel for any commercial purpose without the written consent of the Charter Company. The Charter Company shall not be liable for any loss or damages resulting from the Client's failure to obtain all necessary visas, travel documents, and vaccinations for themselves and their crew. The Charter Company shall not be liable for any loss or damages resulting from the Client's use of the Vessel for any illegal or unethical purpose, or for any activities that could damage the reputation of the Charter Company.

Navigation Area

Navigation area is exclusively the territorial sea of the Republic of Tanzania. All vessels chartered from Charter Company can navigate exclusively within the territorial sea of the Tanzania, unless otherwise agreed and confirmed in writing. Only valid act that allows other navigation area(s) is a written permit issued by Charter Company. For non-compliance with this provision, the charterer is liable up to full factory value of the vessel (regardless on the amount of security deposit authorized upon check-in). Should the vessel leave Tanzanian territorial sea and an accident occurs in another country, the charterer is responsible for the resulting damage in the amount of full factory value of the vessel as well as all additional costs which may arise from that accident. These costs can be, but are not limited to: vessel tug, ecocide fines, fines from competent authorities.

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