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GENERAL TERMS & CONDITIONS OF CHARTER SALE

1. PURPOSE AND SCOPE OF APPLICATION

1.1 These General Terms and Conditions of Sale (hereinafter the "GTCCS") apply to all services provided jointly by ODYSSEA YACHTING SAS, acting as AGENT, and SEATREATS LIMITED, owner and manager of the vessel S/V PURPOSE (hereinafter the "OWNER"), whose contact details are given in Article 19 hereof, to THE BROKER its CHARTERERs (the "CLIENT(s)").

1.2 They take precedence over any document issued by the OWNER (particularly prospectuses, advertisements and/or other documents), as well as over any general conditions of purchase, the latter not being enforceable against the OWNER.

1.3 The OWNER reserves the right to modify the present Terms and Conditions at any time by publishing a new version, it being specified that the applicable Terms and Conditions are those in force on the date of the OWNER's order form (the "ORDER FORM"). Any reservation or purchase of a Service automatically implies the CHARTERER's unreserved acceptance of the present GTCCS.

1.4 The GTCCS and the ORDER FORM issued by the AGENT and accepted by the CHARTERER together constitute the contract governing the relationship between the Parties (hereinafter the "CONTRACT").

1.5 The OWNER and the CHARTERER are hereinafter jointly referred to as the "PARTIES".

2. SERVICES

2.1 The OWNER offers the following SERVICEs on board its crewed vessel "S/V PURPOSE" type FOUNTAINE PAJOT SABA 50'' (hereinafter the "YACHT") (together the "SERVICE(S)"):
- Cruises whose itinerary is defined and agreed in advance, at the time the CONTRACT is concluded,
- Charter services with the provision of the YACHT and its crew at a location agreed between the CHARTERER and the OWNER. The charter is restricted to the area specified in the charter agreement and must comply with any regulatory or operational restrictions.

2.2 The essential characteristics of the SERVICEs, the associated rates and fees, and the terms and conditions of the charter have been communicated to the CHARTERER, who acknowledges having full knowledge thereof. The CHARTERER acknowledges that he/she has received all the advice and information necessary for his/her choice to order a SERVICE.

2.3 Notices, leaflets, catalogs, illustrations, or photos of the SERVICEs offered for sale are for information purposes only and have no contractual value.

2.4 The availability of the SERVICEs has been communicated to the CHARTER on the ORDER FORM.

3. RESERVATION AND PAYMENT TERMS

3.1 To reserve a charter, the BROKER shall send the AGENT an e-mail at jozy@odysseayachting.com, including the desired dates. On receipt of the e-mail, the ODYSSEA YACHTING will inform the BROKER of the availability of the SERVICEs. If the dates requested by the CHARTERER are available, ODYSSEA YACHTING will send the BROKER an ORDER FORM corresponding to the SERVICE requested by the CHARTERER. An option on these dates will be maintained by the AGENT for a period of (7) working days from the date of the ORDER FORM. Failing receipt by the AGENT of a deposit of (50)% of the price (inclusive of tax) of the Event within this period, the option will be lost by the BROKER and the OWNER may make the dates desired by the CHARTERER available again.

3.2 The order will become final upon receipt by the OWNER of the ORDER FORM signed by the BROKER AND CHARTERER, accompanied by payment of the deposit of 50% of the price (including VAT) of the SERVICE. The balance of 50% will be paid by the CHARTERER at the latest (30) days before the embarkation date indicated on the ORDER FORM. If the reservation is made less than (30) days before the date of embarkation, the price of the SERVICE including all taxes must be paid in full within (7) working days from the date of the ORDER FORM.

3.3 In the event of failure to receive the balance of the price as indicated in article 3.2 hereof, the AGENT reserves the right to cancel the CHARTERER's order and retain the deposit paid under the conditions of article 3.1 hereof, unless cancelled under the conditions of articles 11.1 and 11.3.1 hereof.

3.4 All the essential terms and characteristics of the SERVICEs will be stipulated in the ORDER FORM including the options, where applicable. In the event that one or more options are not available, in whole or in part, the OWNER will reimburse the CHARTERER the amount paid by the latter for the option that is not available, without the CHARTERER being entitled to claim any other compensation of any kind whatsoever.

4. SERVICE PRICE

4.1 The price of the SERVICE shall be that indicated in the ORDER FORM (hereinafter the "PRICE").

4.2 Unless otherwise specified on the ORDER FORM, the PRICE includes :
The provision of the YACHT with its crew, YACHT insurance and professional liability insurance for the OWNER in his capacity as shipowner and carrier, fuel, oils and consumables for the YACHT, except when the YACHT is chartered, On-board comfort under the conditions set out in article 6.6 hereof, provisions, beverages from the standard bar, local cruise permits and taxes, water-toys, night-time use of air-conditioning and fuel.

4.3 Unless otherwise stated on the ORDER FORM, the Price does not include :
The CHARTERER's personal insurance (cancellation, illness, accidents, repatriation, luggage, assistance, civil liability, etc.), The CHARTERER's airfare, transfers or any other means of transportation to the arrival/return airport prior to embarkation or disembarkation, The CHARTERER's personal expenses, Crew Gratuities (15-20%), additional dockage and mooring fees when requested by CHARTERER'S, check-in/check out customs and immigration fees (when leaving local waters), off-boat activities, premium brand alcohol and provisions, day-time use of air conditioning (US$75/day surcharge), The rental of sports equipment other than those included in article 6.8.1 hereof, Costs such as tourist taxes, ecological taxes, port dues, clearances, tips for port and anchorage staff, etc.

5. PRICES - INVOICING - PAYMENT

5.1 The prices invoiced by the OWNER are stated in United States Dollars, inclusive of tax or exclusive of tax, depending on the destination and conditions of performance of the SERVICE, and are set on the basis of the pricing conditions in force on the date of the order. They are, where applicable, subject to the VAT rate legally in force and may be revised without notice, particularly in the event of the creation of any new taxes or charges and/or any modification of current taxes or charges which would automatically entail a readjustment of prices.

5.2 Unless otherwise agreed in advance by the OWNER, SERVICEs must be paid for by bank transfer on receipt of the corresponding invoice.

5.3 Any delay in payment will automatically and without formalities result in the invoicing of late payment interest calculated on the principal amount due, exclusive of tax, at a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, plus percentage points.

6. CONDITIONS OF PERFORMANCE

The SERVICEs are performed under the following conditions:

6.1 Arrivals-Departures

6.1.1 Unless otherwise agreed between the PARTIES, each arrival on board is at 12:00 pm on the embarkation date and each disembarkation is also at 12:00 noon, local time.

6.2 CREW

6.2.1 The YACHT will be supplied with a professional crew comprising a captain and first-mate holding the necessary certificates and licenses to operate the YACHT, as well as a chef and first-mate/ stewardess.

6.2.2 The YACHT's crew represents the OWNER on board the YACHT and acts in accordance with its instructions for the conduct and management of the YACHT.

6.2.3. The maximum number of guests on board will be 10 for coastal cruises.

6.3 YACHT HANDLING

The captain and crew of the YACHT are responsible for its operation. Subject to the captain's agreement, the CHARTERER and his/her guests may, if they wish and at their exclusive risk(s) and under their exclusive responsibility(s) (except in the case of inexcusable fault on the part of the captain), participate in maneuvers, on condition that they strictly comply with all instructions given by the captain and the crew.

6.4 CATERING

6.4.1. Prior to embarkation, the CHARTERER will forward their completed preference sheet so that the YACHT's crew can provision the yacht to suit the CLIENT's requirements.

6.4.2 All meals will be prepared by the chef and first-mate of the vessel and the CHARTERER may also participate, if he/she so wishes.

6.5 ON-BOARD COMFORT AND CLEANLINESS

6.5.1 Each cabin is equipped with storage space, fans and opening hatches. The CHARTERER is responsible for ensuring that the portholes in his/her cabin are closed properly. The YACHT is equipped with air conditioning and is included in the cost for night-time use. If the CHARTERER so desires, day-time use of the air-conditioning is available at an additional cost of US$75/day. Each cabin has a 220 V socket and a USB A/C socket.

6.5.2 Each cabin has its own bathroom with shower, washbasin and electric toilet. In normal use, they cannot become blocked. Any introduction of unintended objects (absorbent cotton, tampons, cotton buds, etc.) may cause them to break down.

6.5.3 The OWNER provides bed linen, shower towels, hand towels and beach towels for the week.

6.5.4 Luggage is limited to bags or suitcases that can be stowed in the cabins; the use of hard cases is not recommended, given the space available on board. The CHARTERER must be careful with electronic devices such as telephones, cameras and computers, in particular by using waterproof covers. The OWNER declines all responsibility in the event of theft, damage or loss.

6.6 ITINERARIES

6.6.1 In the case of transport services, Service itineraries, journey times and stopovers are given for guidance only and may be modified according to weather and navigation imperatives.
In the case of charter/charter services, the itineraries of the SERVICEs will be chosen by the CHARTERER, provided that the captain of the YACHT does not object, in particular because of unfavorable weather or sailing conditions.
Journey times correspond to normal sea conditions. Sailing is primarily by sail, except in cases where wind direction, wind deficiency, or any other maritime or meteorological phenomenon, as well as any scheduling requirements, necessitate the use of engines.

6.7 NAVIGATION LIMITS

6.7.1 The CHARTERER shall restrict the navigation and operation of the YACHT strictly to the area specified on the ORDER FORM of this Agreement as the designated “Cruising Area,” and further agrees that the YACHT shall only navigate within those portions of the Cruising Area where it is lawfully permitted to cruise and/or operate during the Charter Period.

6.8 COMMON EQUIPMENT ON BOARD THE VESSEL

6.8.1 Subject to availability, the following equipment will be supplied and included in the Price: 12ft tender with 25hp Yamaha outboard, complete snorkelling gear for adults and kids, 2x stand-up paddle boards with optional kayak seats, 2-person clear kayak, 2x electric sea scooters, subwing, kneeboard, donut inflatable for towing, steerable wing inflatable for towing, swim noodles, yoga mats, various beach toys, various board and card games, waterproof action camera, fishing gear.

Fishing will only be authorized in compliance with the applicable regulations
(fishing zone, sizes, etc.)

All particulars are given in good faith and are believed to be correct but cannot be guaranteed.

6.8.2 With the agreement of the OWNER, the CHARTERER may take on board his own equipment (kitesurfing, surfing, fishing rods, etc.) which he will use under his own responsibility.

7. SAFETY - COMPLIANCE WITH APPLICABLE RULES

7.1 The CHARTERER undertakes to comply with all safety regulations as posted on board the YACHT and to attend all safety briefings given by the YACHT's captain and crew.

7.2 The CHARTERER agrees not to :
Bringing on board, without the captain's authorization, persons who are not on the YACHT's passenger list. The loading of any weapon, substance or illegal material is strictly forbidden. Any fine or other penalty of any nature whatsoever, for either the CHARTERER or the OWNER, will be borne exclusively by the CHARTERER. Piloting the YACHT's tender, unless authorized by the captain and only in the presence of at least one crew member.

7.3 The crew will disembark any person, including CHARTERER, who fails to comply with the rules set out in this article 7.

7.4 The CHARTERER may not transfer, assign, or delegate this contract, nor may the CHARTERER subcharter or otherwise make the YACHT available to any third party, without the prior written approval of the OWNER. The CHARTERER shall use the YACHT solely for private recreational purposes and shall not transport goods or passengers for commercial gain.

7.5 A first-aid kit will be on board the YACHT and will include the emergency products defined by the applicable regulations. The CHARTERER is responsible for his own first-aid kit and for any medication he may require during his stay on board.

8. DOCUMENTS AND FORMALITIES

8.1 The YACHT's captain may refuse embarkation or disembarkation to any CHARTERER who does not present a document authorizing him/her to disembark/embark at the points of arrival and departure or at the scheduled ports of call.

8.2 The CHARTER is solely responsible for the conformity of his travel documents, passport, any visas and vaccination certificates, for himself and for any persons accompanying him, in accordance with the regulations of the countries concerned.

8.3 As part of his reservation, the CHARTERER shall send the AGENT a photocopy of his passport, it being specified that the CHARTERER remains in any event responsible for all administrative formalities to be completed as part of his stay aboard the YACHT.

8.4 The CHARTERER shall indicate at the time of booking the presence of (i) children under 12 years of age or passengers weighing less than 30 kg, in order to enable the provision of adapted life jackets (ii) fragile persons with possible health risks or handicapped persons. Failure to make this declaration may result in refusal to board the YACHT, without reimbursement or compensation to the CHARTERER.

9. RESPONSIBILITIES

9.1 In general, each of the PARTIES shall be liable for all harmful consequences arising from its activities under the CONTRACT.

9.2 The choice and purchase of a SERVICE from the OWNER are the sole responsibility of the CHARTERER and the decision to embark on the YACHT is made under the CHARTERER's sole and exclusive responsibility.

9.3 Under no circumstances shall the OWNER be held liable for any direct or indirect damage of any nature whatsoever resulting from the improper use by the CHARTERER of any equipment made available by the OWNER (standup paddle, kite surf, etc.) or from failure to comply with the instructions given by the OWNER to the CHARTERER.

9.4 The CHARTERER undertakes to comply with all safety instructions and rules applicable to the use of the equipment on board, as well as the navigation rules applicable on board the YACHT.

9.5. The CHARTERER warrants that he/she is fit to sail aboard the YACHT, and that he/she has no contraindication to sailing or to any other activity carried out aboard.

9.6 The CHARTERER remains responsible for the supervision of his/her children.

9.7 The OWNER declines all liability in the event of an accident occurring as a result of the practice of water or land sports or activities by the CHARTERER during his or her stay on board, or ashore during the YACHT's stopovers. It is reminded that the CHARTERER remains responsible for taking out his/her own insurance cover, in particular civil liability.

9.8 The CHARTERER shall be responsible for all damage caused by its activities on board, and in particular for any damage to or loss of the YACHT and its equipment.

9.9 In the case of Charter SERVICEs, the OWNER's liability shall be limited to the amount of the SERVICE, except in the case of gross negligence on the part of the OWNER as defined by applicable case law.

10. <u>DENIED BOARDING - EARLY DISEMBARKATION</u>

10.1 The YACHT's captain may refuse to embark CHARTERER (i) who do not comply with applicable regulations, particularly during stopovers (e.g. non-conformity of travel documents, etc.) (ii) whose disability has not been notified at the time of booking in accordance with article 8.4 hereof (iii) who do not comply with the safety instructions given to them.

10.2 The captain of the YACHT will disembark any CHARTERER in advance:
Who does not comply with the applicable regulations, as well as the safety instructions given by the captain and the crew of the YACHT, whose behavior could endanger him, the crew or the VESSEL, or whose state of health would appear to him to be incompatible with navigation at sea.

10.3 In the event of non-embarkation or early disembarkation by the CHARTERER under the conditions of articles 10.1 and 10.2 herein, the OWNER shall not be obliged to provide any assistance, nor to bear any costs (accommodation, repatriation, fines, legal assistance, medical, etc.). Furthermore, no refund or reduction of the Price will be granted.

10.4 Any repatriation or accommodation costs incurred by the CHARTERER disembarking in advance or on his/her own initiative, as well as the fees and costs of intervention on board the YACHT or ashore by health or assistance professionals concerning the CHARTERER, fines, legal and assistance costs, penalties, and miscellaneous costs incurred by the CHARTERER as a result of his/her behavior, shall be borne exclusively by the CLIENT concerned.

10.5 No animals are allowed on board.

11. <u>CANCELLATION OF ORDER AND TERMINATION OF CONTRACT</u>

11.1 By the PARTIES
In the event of force majeure as defined below, the CONTRACT may be terminated by the PARTIES under the conditions set out in article 12 hereof.

11.2 By the CHARTERER
The CHARTERER may terminate the CONTRACT at any time, for any reason whatsoever, it being specified that the sums paid by the CHARTERER under the conditions of article 3 hereof shall in any event remain the property of the OWNER, except in the event of force majeure as defined in article 12 hereof.

11.3 By the OWNER
The OWNER may cancel the SERVICE in the following cases: damage affecting the YACHT and weather conditions unfavorable to navigation (as assessed by the OWNER), making it impossible to carry out the SERVICE.

11.3.1 In the cases referred to in article 11.3. hereof, at the CHARTERER's option, the OWNER will refund all payments made by the CHARTERER under article 3 hereof, or the OWNER will grant the CHARTERER a voucher for an identical service, valid for (2) years from the date of commencement of the initially scheduled SERVICE. No other costs or expenses will be assumed by the OWNER (e.g.: airline tickets, transfer costs, etc.).

11.3.2 If the OWNER gives notice to cancel this Agreement for any reason other than Force Majeure (as defined in Clause 12), including but not limited to the sale of the Yacht as provided in Clause 15.4, the OWNER shall reimburse the CHARTERER, through the BROKER, for the full amount of all payments made by the CHARTERER under this Agreement. The OWNER shall also remain solely liable for the payment of all commissions due to the BROKER and all fees due to the AGENT. Such reimbursement and payments shall be made without prejudice to any other rights or remedies which the CHARTERER may have under this Agreement or at law.

12. <u>FORCE MAJEURE</u>

12.1 Neither Party may be held liable for any delay in the performance of its obligations or for any failure to perform them, where the delay or failure to perform is attributable to an event of force majeure.

12.2 It is understood between the PARTIES that the following events are expressly considered to be cases of force majeure: port closures, restrictive administrative measures, epidemics, pandemics, embargoes, sanctions, interventions or requirements of any kind by public authorities, circumstances due to a state of war, riots, civil unrest, terrorist attacks, government actions (including travel restrictions and quarantines), fires, explosions, natural disasters, bad weather. Shipyard delays, crew changes or the absence of crew, and mechanical/machinery breakdown, do not constitute Force Majeure.

12.3 In the event of force majeure as defined in the present article, the OWNER will reimburse the CHARTERER in full. Only the Price will be reimbursed by the OWNER to the CHARTERER, no other expenses will be covered by the OWNER (plane tickets, hotel, etc.).

13. <u>INSURANCE</u>

13.1 The OWNER and the CHARTERER shall each take out and maintain all insurance cover required under their obligations arising from the CONTRACT, taken out with insurance companies known to be solvent, each guaranteeing them against all risks related to the activity carried out within the framework of the CONTRACT, whatever the nature of these risks concerning all damage of any nature whatsoever, as well as civil liability, as a result of their activities.

13.2 The CHARTERER is free to take out travel insurance covering all risks incurred in the performance of the CONTRACT, in particular the following: cancellation, repatriation, loss, damage and theft of luggage or personal items, medical expenses, accidents, legal assistance, cancellation of airline tickets or other tickets, consequences of delays.

14. BREAKDOWN / DISABLEMENT

14.1 If, without fault of the CHARTERER and after the Charter has commenced, the YACHT suffers a breakdown, disablement, or damage from any cause—including but not limited to collision, fire, or lightning strike—that prevents the CHARTERER from using the YACHT for a continuous period of twenty-four (24) hours or more, the CHARTERER may terminate the Charter by providing written notice to either the Captain or the OWNER, with a copy to the BROKER. In such an event, the OWNER shall refund to the CHARTERER a pro rata portion of the Charter Fee corresponding to the unused period of the Charter after such breakdown, disablement, or damage occurred or began. The OWNER shall remain fully responsible for paying the entire commission and fee due to the BROKER and the AGENT, respectively.

15. SALE OF THE YACHT

15.1. The OWNER shall not enter into any agreement to sell the YACHT if such agreement requires delivery of the YACHT to the purchaser during the Charter Period.

15.2 If the OWNER enters into an agreement to sell the YACHT requiring delivery after the signing of this Agreement but before the start of the Charter Period, the OWNER shall promptly notify the CHARTERER through the BROKER. The PARTIES shall keep all details of the sale confidential.

15.3. The OWNER shall use reasonable efforts to have the purchaser assume and perform the OWNER's obligations under this Agreement. If the purchaser agrees, the PARTIES shall execute a tripartite novation agreement, and upon its execution, the OWNER shall be released from any further liability under this Agreement.

15.4. If the purchaser is unable or unwilling to assume and perform the OWNER's obligations under this Agreement as described in Clause 15.3, this Agreement shall be deemed cancelled with the consequences stated in Clause 11.3. The OWNER shall notify the CHARTERER at the earliest of (i) the purchaser's refusal to assume and perform the OWNER's obligations under this Agreement or (ii) the completion of the sale of the VESSEL

16. CAPTAIN'S AUTHORITY

16.1 The OWNER warrants that the Captain and Crew meet all legal requirements necessary to command the YACHT in the designated Cruising Area(s). The Captain shall remain in full command and be responsible for the safety of the YACHT and all persons aboard. The Captain has the absolute authority to terminate or cancel this Agreement at any time if, in his or her discretion, a Force Majeure event or safety concern arises. The Captain has the final decision-making authority on all aspects of the Charter, including but not limited to anchoring, sailing, the use of water toys and equipment, and health or safety hazards that may affect the well-being of all aboard. The Crew shall inform the OWNER and the BROKER of any such concerns as soon as reasonably practicable; however, the Captain's authority on such matters remains absolute.

16.2 Without prejudice to Clause 7.2, if there is a breach of the restrictions set forth in Clauses 7, 6.7, 18, of this Agreement, and such breach continues after the Captain has given the CHARTERER both an oral and a written warning, the Captain shall inform the BROKER and the OWNER. The OWNER may then terminate this Agreement. In such a case, the CHARTERER and all Guests shall immediately disembark from the YACHT (or at the next port of call) and shall not be entitled to any refund.

17. COMPLAINTS

17.1 If the CHARTERER has any complaint regarding the YACHT, the Charter, or the Crew, the CHARTERER shall first notify the Captain, and if the matter is not resolved within twelve (12) hours, the CHARTERER shall then notify the OWNER, through the BROKER, within forty-eight (48) hours of the triggering event (or as soon as communication via Wi-Fi, cell, satellite, landline, or other means is reasonably possible). If the complaint arises less than forty-eight (48) hours before the end of the Charter Period, written notice must be given to the OWNER and the BROKER no later than the last day of the Charter Period. If the OWNER has any complaint against the CHARTERER under this Agreement (including, but not limited to, claims for loss or damage), written notice must be provided to the CHARTERER, through the BROKER, within forty-eight (48) hours after the end of the

Charter Period. Both the OWNER and the CHARTERER shall have fourteen (14) calendar days to resolve any complaints; however, failure to enter into a written agreement fully resolving all issues within fourteen (14) calendar days from the end of the Charter Period shall entitle either Party to invoke Clause 21 (Dispute Resolution).

18. REDELIVERY

18.1 The CHARTERER shall return the YACHT, together with all equipment and furnishings, to the OWNER at the designated Port of Disembarkation, free of any charges or debts incurred on the CHARTERER's account during the Charter Period. The YACHT shall be returned in the same condition as at the time of delivery, excepting normal wear and tear resulting from ordinary use. The CHARTERER shall repair or restore to a like-new standard any damage caused by the CHARTERER or their Guests.

18.2 If the CHARTERER delays or obstructs redelivery, they shall be liable to pay demurrage to the OWNER, calculated on a pro-rata basis for additional charter time, as well as any other losses incurred by the OWNER due to the delay. Delays caused by events of Force Majeure shall not render the CHARTERER liable for additional charter fees.

19. LIENS

19.1 The Charterer, together with their guests, agents, or employees, shall not create, allow, or authorize any maritime liens or claims against the Yacht. The Charterer agrees to indemnify and hold the Owner harmless for any costs, expenses, or losses arising from a breach of this clause, including reasonable legal fees.

20. DISPUTE RESOLUTION

20.1 Any disagreement arising under this Agreement shall first be addressed under Clause 17 (Complaints), with the Parties making all reasonable efforts to resolve the matter through a written or electronic agreement that fully settles all outstanding issues within fourteen (14) calendar days following the end of the Charter Period.

20.2 Should any dispute remain unresolved under Clause 18, the Parties agree to submit the matter to a mediation-arbitration procedure. If the Charterer has submitted a complaint pursuant to Clause 18 and the Parties fail to resolve the dispute within the timeframe specified therein, the Charterer must issue a written Request for Mediation to the Owner (via the Broker and Stakeholder) within twenty-one (21) calendar days of the end of the Charter Period. Failure to do so shall be deemed a waiver of any claims the Charterer may have against the Owner.

20.3 In the event the Owner has submitted a complaint pursuant to Clause 18, failure by the Owner to issue a Request for Mediation within the same period shall constitute a waiver of any claims against the Charterer.

20.4 Within ten (10) business days of receiving a Request for Mediation, the Parties shall mutually select a neutral third-party mediator. Mediation shall take place within twenty-one (21) calendar days of the mediator's appointment. The Parties may agree to conduct mediation via video conference at mutually convenient times. Costs directly associated with the mediation (including mediator fees and video conference expenses) shall be shared equally, whereas each Party shall bear its own legal fees and any other personal expenses incurred during the mediation.

20.5 If mediation does not resolve the dispute, either Party may submit the matter to binding arbitration. Failure by either Party to initiate arbitration within ninety (90) calendar days from the end of the Charter Period shall be deemed a waiver of any claims against the other Party. Arbitration may be conducted via video conference. The arbitrator's decision shall be final, binding, and enforceable in any court with proper jurisdiction.

20.6 Under Article L.612-1 of the French Consumer Code, you can contact a consumer mediator free of charge if you have a dispute about the sale of Services that hasn't been resolved directly with us. A list of mediators is available on the Commission d'évaluation et de contrôle de la médiation website: https://www.economie.gouv.fr/mediation-conso/commission

20.7 **APPLICABLE LAW AND JURISDICTION**

This Agreement and the Services governed hereby shall be subject exclusively to French law. Any dispute arising out of or in connection with this Agreement or the Services shall fall within the exclusive jurisdiction of the competent French courts.

21. EXECUTION OF AGREEMENT

21.1 This Agreement shall be considered null and void if not signed by the Owner within ten (10) business days following the Charterer's signature.

21.2 This Agreement may be executed in counterparts and by electronic means, including facsimile or email, each of which shall be deemed an original. All counterparts together shall constitute a single, binding Agreement.

22. <u>PERSONAL DATA</u>

22.1 The OWNER is committed to respecting the privacy and protection of information provided by the CHARTERER within the framework of the CONTRACT, and complies with applicable regulations concerning the protection of personal data. The OWNER may collect, store and process the nominative information and personal data concerning the CHARTERER required to perform the SERVICE, in compliance with the applicable regulations.

ODYSSEA YACHTING SAS is a simplified joint-stock company under French law, with its registered office at 11 Morne Valette, 97180 Sainte Anne, Guadeloupe, F.W.I, registered in the French Trade and Companies Register under number 982 965 634, with a share capital of 1000 euros.
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Conditions accepted on the date of booking confirmation.