

# FairShare Agreement (FSA)

Crew-first commission sharing (MYBA-derived)

### Parties

**Broker:** [[broker\_name]] | Email: [[broker\_email]]

**Owner/Manager:** [[owner\_or\_manager\_name]] | Email: [[owner\_or\_manager\_email]]

**Crew Representative:** [[crew\_rep\_name]] | Email: [[crew\_rep\_email]]

### Vessel

Yacht: [[yacht\_name]]

Flag / Reg.: [[yacht\_flag]]

LOA / Type: [[yacht\_loa\_type]]

### Charter

Dates: [[charter\_dates]]

Gross Charter Fee: [[gross\_fee]]

Net Commission (Xplor):

[[net\_commission]]

## 1. Purpose

FairSeas shares **50% of Xplor’s net charter commission** among verified crew on board an eligible charter.

## 2. Key Terms

- Commission split: **50% to Crew, 50% to Xplor** (platform, brokerage, operations).
- Crew share is divided **equally** among verified onboard crew unless CRI+ distribution is agreed.
- Payments are made only after funds clear and post-charter confirmations are complete.

## 3. Eligibility

- Verified crew onboard during the charter, with valid ID/contract on file.
- Yacht listed/linked with Xplor and charter booked via Xplor (as CA or 3rd-party broker channel).
- Any exceptions must be agreed in writing by Broker and Master.

## 4. Payments

| Payee                   | Details  |
|-------------------------|--|
| Crew Pool (equal split) | Number of Crew: [[crew_count]]<br>Total Crew Share (50% of net commission): [[crew_share_total]]                     |
| Crew Member Bank        | Name: [[crew_full_name]]<br>IBAN: [[crew_iban]]<br>SWIFT/BIC: [[crew_swift]]<br>Address/Notes: [[crew_bank_address]] |

Notes: payout may be aggregated to a single onboard paymaster account if authorized; otherwise individual payments are made as above.

5. CRI+ (Optional)

If the parties agree to use the Crew Rating Index (CRI+), the crew pool is allocated proportionally based on agreed criteria (experience, performance, qualifications). Otherwise, split is equal.

6. Disputes & Governing Law

Disputes should first be resolved between Broker, Captain, and affected crew. Failing that, the governing law and venue shall follow the MYBA charter’s governing law or, if unavailable, the yacht’s flag state jurisdiction.

7. Signatures

DocuSign anchor tags are present below for embedded signing.

Broker (Xplor)

[[broker\_name]]  
[[broker\_email]]  
[SIGN\_BROKER]  
[DATE\_BROKER]

Owner/Manager

[[owner\_or\_manager\_name]]  
[[owner\_or\_manager\_email]]  
[SIGN\_OWNER]  
[DATE\_OWNER]

Crew Representative

[[crew\_rep\_name]]  
[[crew\_rep\_email]]  
[SIGN\_CREW]  
[DATE\_CREW]

FairSeas (by Xplor) • FSA v1.0 • This document accompanies or references a MYBA-based charter workflow for payout clarity.

## Appendix A — Definitions & Examples

Use this page for any specific inclusions, exclusions, or accounting notes related to the commission calculation and crew split.

### Net Commission

Net Commission means gross commission less any agreed pass-through costs, taxes/withholding, card fees, or bank charges required to receive funds.

### Examples

- Gross Charter Fee: €200,000 • Standard Commission 15% = €30,000 • Net Commission after fees = €28,500 • Crew Pool (50%) = €14,250
- 8 verified crew → €14,250 / 8 = €1,781.25 per crew (equal split)