

# Fair Share Agreement (FSA)

## Crew Share Transparency & Distribution Framework

### Supplemental Agreement to Charter Contract

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This **FairSeas Agreement ("FSA")** is entered into as a supplemental framework to the primary charter contract dated [[CHARTER\_DATE]] for the yacht [[YACHT\_NAME]] ("the Charter").

#### Parties:

- **Owner/Manager:** [[OWNER\_NAME]]
  - **Charterer:** [[CHARTERER\_NAME]]
  - **Broker(s):** [[BROKER\_NAMES]]
  - **Platform Provider:** xplorVR Media Group - FZCO ("xplor")
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## 1. Purpose & Scope

This FSA establishes a **transparency and calculation framework** for sharing a portion of xplor's broker commission with the yacht's crew. This agreement:

- Does NOT modify the underlying charter contract payment terms
- Does NOT create payment obligations between parties to this FSA
- Does NOT affect other broker commissions or owner proceeds
- DOES provide a calculation methodology for crew share allocation
- DOES create transparency reporting obligations

All payments under the primary charter contract flow as originally agreed. This FSA governs only the **calculation, reporting, and recommended distribution** of xplor's voluntary crew share allocation.

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## 2. Commission Structure & Crew Share Pool

### 2.1 Total Broker Commission

Per industry standard (MYBA): **20% of Gross Charter Fee (GCF)**

### 2.2 xplor's Role in This Charter

xplor acts as: **[[XPLOR\_ROLE]]** (Options: Sole Broker / Central Broker / Co-Broker)

### 2.3 xplor's Commission

- If **Sole Broker**: 20% of GCF
- If **Central or Co-Broker**: 10% of GCF

### 2.4 Crew Share Pool Calculation

xplor allocates **50% of its commission** to eligible crew:

xplor Role	xplor Commission	Crew Share Pool	xplor Retains
Sole Broker	20% of GCF	<b>10% of GCF</b>	10% of GCF
Central/Co-Broker	10% of GCF	<b>5% of GCF</b>	5% of GCF

**Example (€100,000 GCF):**

- Sole Broker: Crew receives €10,000
- Central/Co-Broker: Crew receives €5,000

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## 3. Crew Eligibility

To qualify for crew share distribution, crew members must:

1. Be actively employed aboard the yacht during the charter period
2. Appear on the official crew manifest
3. Have valid employment documentation
4. Be verified on the xplor platform (identity confirmed)

The **Captain or Yacht Manager** certifies the eligible crew roster within 48 hours of charter completion.

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## 4. Distribution Methods

**Two methods are available, selected by mutual agreement before charter commencement:**

### **Method A: Equal Distribution (Default)**

**Formula:**  $\text{Crew Share Pool} \div \text{Number of Eligible Crew} = \text{Individual Share}$

**Example:** €5,000 pool  $\div$  8 crew = €625 per person

#### **Advantages:**

- Simple and transparent
- No data collection required
- Fast processing
- Promotes team unity

### **Method B: CRI+ Weighted Distribution (Optional)**

Distribution weighted by **Crew Reward Index Plus (CRI+)** scores, which consider:

- Position and responsibilities
- Length of service
- Qualifications and certifications
- Performance indicators (when available)
- Contribution to charter success

**Formula:**  $\text{Individual CRI+ Score} \div \text{Total CRI+ Scores} \times \text{Crew Share Pool} = \text{Individual Share}$

**CRI+ Methodology:** Full scoring rubric, data requirements, and calculation process available at [xplor.io/cri-plus](https://xplor.io/cri-plus) and in **Addendum A** (if attached).

#### **Requirements for CRI+ Use:**

- Written crew consent to data collection
- Captain/Manager provision of required crew data
- Minimum 14-day notice before charter start
- Transparent score disclosure to all crew

**If data unavailable or incomplete:** Reverts to Equal Distribution

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## 5. Distribution Process

### Step 1: Crew Roster Certification (Day 0-2 post-charter)

Captain/Manager submits verified crew roster to xplor platform

### Step 2: Calculation & Statement (Day 3-7 post-charter)

xplor generates **Crew Distribution Statement** containing:

- Charter reference ID (CRID)
- Crew Share pool amount
- Distribution method used
- Individual crew allocations
- Calculation methodology

### Step 3: Owner/Manager Approval (Day 8-14)

Owner or authorized Manager reviews and approves the statement

### Step 4: Disbursement Recommendation (Day 15+)

Approved statement serves as:

- Payment instruction (if using escrow/agent)
- Recommended distribution schedule (if manual payment)
- Audit record for all parties

**Timing:** xplor endeavors to issue statements within 7 days of receiving certified crew roster.

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## 6. Payment Execution

**This FSA does not control payment mechanics.** Actual disbursement occurs via:

### Option 1: Escrow Agent (if charter uses escrow)

Escrow executes per approved Crew Distribution Statement

### Option 2: Direct Payment (xplor to crew)

xplor disburses directly using verified crew banking details

### Option 3: Owner/Manager Payment (manual)

Owner/Manager pays crew per approved statement; xplor provides supporting documentation

#### **Option 4: Deferred** (by agreement)

Funds held pending resolution of charter disputes or reconciliation

The payment method for this charter: **[[PAYMENT\_METHOD]]**

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## **7. Transparency & Audit**

### **7.1 Charter Reference ID (CRID)**

Each charter receives a unique CRID for tracking and verification

### **7.2 Public Transparency Page**

xplor maintains a public page at **xplor.io/crid/[[CRID]]** showing:

- Charter dates and yacht (no client names)
- Broker configuration
- Crew Share pool amount
- Distribution status (pending/approved/disbursed)
- Verification hash

### **7.3 Records Retention**

All calculations, rosters, and statements retained for 7 years

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## **8. Disputes & Corrections**

### **8.1 Calculation Disputes**

Crew may challenge calculations within **7 days** of statement issuance via the xplor platform

### **8.2 Resolution Process**

1. xplor reviews challenge (3 business days)
2. If error confirmed: corrected statement issued
3. If disputed: Owner/Manager and Captain consulted
4. If unresolved: independent review per primary charter contract dispute terms

### **8.3 Payment Failures**

If disbursement fails (wrong bank details, etc.):

- Funds held for 90 days for crew to update information

- Unclaimed amounts donated to recognized maritime charity
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## 9. Data Protection & Consent

### 9.1 Crew Data

For CRI+ distribution only, with explicit crew consent:

- Employment dates and positions
- Certifications (copies not retained)
- Performance summaries (when provided by Captain/Manager)

### 9.2 Processing Basis

Legitimate interest (crew compensation) and consent

### 9.3 Crew Rights

- Access their CRI+ score and inputs
- Challenge inaccurate data
- Withdraw from CRI+ (reverts to Equal Distribution for future charters)

### 9.4 Privacy Policy

Full details at [xplor.io/privacy](https://xplor.io/privacy)

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## 10. Limitations & Disclaimers

### 10.1 No Payment Guarantee

This FSA creates calculation and reporting obligations only. Actual payment depends on:

- Charter completion and payment
- Owner/Manager approval
- Absence of charter disputes
- Crew banking details accuracy

### 10.2 Cancellations

If charter cancelled: no crew share distributable (no commission earned)

### 10.3 Reduced Fees

Crew share pool adjusts proportionally if GCF reduced or refunded

#### **10.4 No Employment Relationship**

This FSA does not create employer-employee relationship between xplor and crew

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### **11. Term & Termination**

#### **11.1 Duration**

This FSA applies to the single charter referenced above

#### **11.2 Survival**

Calculation, reporting, and dispute resolution provisions survive charter completion until all distributions finalized

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### **12. General Provisions**

#### **12.1 Governing Law**

Abu Dhabi Global Market (ADGM) law

#### **12.2 Amendments**

Changes require written agreement of Owner/Manager and xplor

#### **12.3 Severability**

Invalid provisions severed; remainder remains enforceable

#### **12.4 Relationship to Charter Contract**

In case of conflict, primary charter contract prevails

#### **12.5 Notices**

Email to addresses in primary charter contract deemed sufficient

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### **Signatures**

By signing below, the parties acknowledge this FairSeas framework for crew share calculation and transparency.

**xplorVR Media Group - FZCO**

Signature: \_\_\_\_\_

Name: [[COMPANY\_REP]]

Date: [[DATE]]

**Owner/Manager (Acknowledgement)**

Signature: \_\_\_\_\_

Name: [[OWNER\_NAME]]

Date: [[DATE]]

**Captain (Acknowledgement of crew roster duties)**

Signature: \_\_\_\_\_

Name: [[CAPTAIN\_NAME]]

Date: [[DATE]]

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**Optional Attachments:**

- **Addendum A:** CRI+ Scoring Methodology (detailed rubric)
- **Addendum B:** Crew Consent Form (for CRI+ participation)
- **Addendum C:** Payment Instructions (bank details template)

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*FairSeas: Transparent commissions. Equitable shares. Better yachting.*

**xplor.io/fairseas**

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**This FSA is buildable today because it:**

- ☒ Doesn't control money (just calculations)
- ☒ Works with any charter contract
- ☒ Defaults to simple Equal Distribution
- ☒ Makes CRI+ truly optional (with external documentation)
- ☒ Requires Owner approval (respects authority)
- ☒ Creates transparency without payment risk
- ☒ Can be implemented with your current broker dashboard

Start with this. Get brokers and owners signing it. Prove the transparency value. Then negotiate payment automation with a real escrow partner once you have adoption.