



January 2016

Referring Broker / Advisor Client Registration Terms and Guidelines

It is our intention for all parties involved or responsible for any transaction to be fairly and equitably compensated for their efforts. However, with the proliferation of social media and the internet it is often difficult to accurately ascertain the precipitating factors and all of the agents involved or to accurately allocate the credit. Thus to help us achieve fairness for all, in order for an Advisor / Broker to be assured of receiving any compensation which may be due from a transaction involving YES, the Advisor should comply with either item 1 or 2 below:

1. The Broker / Advisor should introduce their client to YES Yacht Executive Solutions and register them at the YES website (before the client is otherwise introduced to YES by another party or the client finds the YES Yacht Executive Solutions website www.yes2yachting.com without the direct recommendation and direction of the Broker / Advisor).

A telephone, fax or email registration may be acceptable if agreed to prior to the event and documentary evidence is provided after the fact. For example, an email from the referring Broker / Advisor to the Client, copied to YES that suggests the Client contact YES whereby the Client subsequently does contact YES and where the Client and YES had no previous contact or relationship would serve as sufficient documentary evidence of the Broker / Advisors' referral.

2. Broker / Advisor provides the information on the registration form on the YES website or brings this Registration Form, or a similar statement, signed by the client that the Advisor is representing the client before that client visits the principals of YES or our website, on his own.

Rules are subject to change at the sole discretion of YES.

1. Unless otherwise established by other documents such as the YES NDA, or separate agreement between YES and the referring Broker / Advisor, referral registrations are good for the lesser of 90 days or until the client and the Advisors' contractual obligations cease. Referring agents need to renew their referral arrangements with YES just as they renew their representation agreements with their clients.

2. If a different Advisor (s) registers the same client and an escrow has not been opened, then only the most recent registration or the transaction specific referral will be honored for referral fee purposes.

3. If a client visits YES or is otherwise known by or to the principals thereof, including the YES web site, before any of the above events or transactions occur, YES will not be responsible for a referral fee to an Advisor since the client came to the project on his own because of the YES marketing campaign. Nevertheless, YES may at its sole discretion compensate the Broker / Advisor for other services and advice that may be rendered.

4. All referral fees will be paid based upon any prior agreements as may be executed.

5. Should a Client referral later choose not to be represented by the referring Broker / Advisor and requests so in writing, then this registration agreement shall become invalid with no responsibility for YES to pay any referral fee for any subsequent transactions that may occur unless covered in a prior agreement that has been properly executed.

6. This Client Registration Form must be signed by the Advisor's client to be valid and enforceable or the Advisor's client must have taken some other business related action with YES as a result of the Advisor's referral. Client responding to YES as a direct email introduction and recommendation from and Advisor's email will suffice.