



Subscription to YachtCheck®

Agreement for charter brokers (agencies) regarding quality project “YachtCheck®”

between

YachtCheck® managed by YachtBooker Network AG, Hermann-Lingg-Str. 15, DE - 80336 München
(Called in the following: YachtCheck®)

and

.....
(Called in the following: Subscriber)

§ 1 Preamble

YachtCheck® is collecting customer reviews from charter clients. Mentioned reviews are saved on a central data base and statistically analysed and interpreted. Every Subscriber will contribute to increase the number of evaluations and take profit out of an increasing data base with more and more customer reviews which allow more precise advice to own customers based on the reviews.

§ 2 Contribution by Subscriber to increase the number of reviews.

The Subscriber will invite is clients to provide reviews by filling out the review form of YachtCheck®:

- via YachtCheck®-module in Yachtbooker/YachtSys® for bookings made via Yachtbooker/YachtSys® system
- online via YachtCheck® website
- by faxing review form down loaded from YachtCheck® - website

§ 3 Subscribers Rights

The Subscriber will see in his login to YachtSys® the reviews from is own customers.
(YachtSys® subscription necessary.)

After providing 20 validated and qualified reviews from own customers, the Subscriber will see all available and published reviews in the YachtFinder® search result list.

§ 4 Subscription Fees

The Subscriber will be charged during the first 6 months 10 Euros/month, starting from the seventh month 20 Euros/month. Each half year is payable in advance. Starting from second year the payment is due one full year in advance.

All indicated prices are net- prices and VAT will be added except in cases of not application of VAT (example: Subscriber with legal seat outside Germany provides valid international VAT – number or has his legal seat outside the European Community)

§ 5 Logo and Back-link

The Subscriber will place a logo of YachtCheck® with back link to YachtCheck® website (both provided by YachtCheck®) on his homepage.

§ 6 Customer Protection

YachtCheck® will never transmit customer data contributed / collected by Subscriber to third parties unless if stipulated by law, governmental request or court decision. This especially includes criminal prosecution. Furthermore, in case it is necessary to establish and/or exercise legal rights or/and defend against legal claims. Finally in case it is necessary to prevent or stop abusive or illegal use of YachtCheck®'s Services.

The parties agree upon the regulations in the terms of contract overleaf (or enclosed).

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.....
(on behalf of Subscriber)

.....
(on behalf of YachtCheck®)

(.....)
(Name in type characters)

(.....)
(Name in type characters)

Terms of contract for Agreement for agencies for quality project “YachtCheck®” (release date 10/10/2009)

1. Liability

1.1. YachtCheck and its representatives, sub-contractors and employees are liable only in cases of intent and gross negligence as long as there is no injury of a cardinal obligation which is of special importance for using YachtCheck® products. In this last case YachtCheck® is either liable for normal negligence.

1.2. The liability for negligence is limited to the sum of 12 monthly fees paid by the company to YachtCheck®.

1.3. The liability for loss of data is further limited to the expenses which would be caused for restoring data in case of a reasonable and regular back up and security copies.

1.4. If a national law applies where the European directive regarding the “Product liability” has been incorporated into national law, this contract does not limit the liability according to the regarding national “Product liability law”.

1.5. The statute of limitations is two years for injury of non cardinal obligations.

1.6. Under no circumstances YachtCheck® and its representatives, sub-contractors and employees are liable towards the Subscriber or his customers for the accuracy of customer reviews. Upon notification of content which violates the law (e.g. insulting, slandering or verbally abusing content) YachtCheck® will revise mentioned content and put it offline if YachtCheck® comes to the conclusion that the content is not protected by freedom of opinion and against the law.

1.7. The foregoing liability limitations shall apply to and be for the benefit of YachtCheck®, any person who has contributed to the creation, revision or maintenance of the documentation, and any member of the board of directors, officer, employee, independent contractor, agent, partner, or joint venturer of YachtCheck® or such person.

2. Duration of Contract, Termination

This contract may be duly terminated with 2 months' notice to 31. August of every year. Minimum duration is one year.

The right of extraordinary termination by both parties to the contract remains unaffected by this.

3. Requirement of the Written Form / Unilateral Amendments to the Contract

Amendments to this agreement are only possible in writing. This also applies to the elimination by agreement of the written form

YachtCheck® can amend the regulations in this agreement by a unilateral declaration. This declaration can also be displayed in the login of the Subscriber to YachtBooker, YachtSys, YachtCheck® or any other application for which the Subscriber has a login. The Subscriber has in this event a special right of termination with a deadline of one month from receipt of the declaration of the amendment. If YachtCheck® does not receive a written termination of contract notification from the Subscriber by this deadline, the contract is considered valid and continued to the changed conditions.

4. Objections, Offsetting

The Subscriber will inform YachtCheck® about any reason for objections within 6 months after gaining knowledge of it. After 6 months any objection is considered obsolete.

The Subscriber is not entitled to set off a credit or claim against any amount owed to the Company under the terms of this Agreement or under any other agreement unless the credit or claim is admitted by the Company or established in the court. Admittance of credits or claims against the Company requires approval in writing by the Company.

5. Choice of Law, Place of Jurisdiction

Applicable for the contractual relations between YachtCheck® and the Subscriber is German Law. The place of jurisdiction is the location of YachtCheck®. YachtCheck® however can also choose the place jurisdiction at the location of the Subscriber.

Previously made choice of applicable law and place of jurisdiction have no impact on applicable law and place of jurisdiction on the contractual relationship between the Subscriber (with customers) and charter companies.

6. Safeguarding Clause

The invalidity of individual above made provisions does not impair the validity of the contract in its entirety. The parties to the contract will substitute the invalid provision by a valid one which most closely approximates it.