



NON-EXCLUSIVE FINDER'S FEE & CONFIDENTIALITY AGREEMENT

COMPANY: Inventech Marine Solutions, LLC
ADDRESS: 5626 Imperial Way
Bremerton, WA. 98312

1. ENGAGEMENT

This Non-Exclusive Finder's Fee & Confidentiality Agreement ("Agreement") confirms our agreement to pay you (the "Finder") a Finder's Fee pursuant to the terms and conditions below, if and when Inventech Marine Solutions, LLC (the "Company") shall deliver a boat or marine services to a private entity or person introduced to the Company by or through the Finder. Upon completion of the Company's transaction with the referred Customer, the Company shall pay the Finder a "Finder's Fee", in a single lump sum installment, within a reasonable time after both of the following occur: (i) our Customer's legal acceptance of final delivery, and (ii) the Customer's final payment clears the bank upon which it is drawn.

If there is no consummated transaction, the Company does not pay a Finder's Fee. For purposes of this Agreement, a consummated transaction is defined as (i) the Customer's acceptance of final delivery of a boat, or completion of a contractually defined set of marine services, in accordance with the applicable version of the Uniform Commercial Code, and (ii) the Customer's final payment clears the bank upon which it is drawn. This Agreement does not confer or grant the Finder exclusive rights of any kind. The term of this Agreement is for one year from the date of the Finder's signature below, after which this Agreement will continue, unless cancelled by either party upon 30 days' written notice.

2. FINDER'S FEE

In consideration for referring a prospective Customer to the Company defined above, the Company will pay a Finder's Fee to Finder, if, during the term of this Agreement, Finder introduces a private person, firm or entity to Company (the "Customer"), and (1) the Customer places an order to purchase a boat or contractually defined marine services from Company, (2) the Customer either accepts the contractually defined marine services in accordance with the Customer's contract with the Company, or the Customer accepts final delivery of a boat in accordance with the applicable version of the Uniform Commercial Code, and (3) the Customer's final payment clears the bank upon which it is drawn. The Finder's Fee will be equal to one and a one-half percent (1.5%) of the contract price, in the event of marine services, or one and one half (1.5%) of the "Final Price" of the delivered boat. The Final Price of the delivered boat shall be defined as the gross sales price, less any and all federal, State or local taxes; any and all delivery charges; the cost of any and all accessories; the cost of any and all electronics installed or provided by Company, the cost or value of Customer-supplied or Customer-owned property installed by Company; and any and all licensing, registration or other federal, State and local fees. The Company will only pay a Finder's Fee to Finder for the initial sales transaction with a

particular Customer. The Finder's Fee will not be paid to Finder for any consummated transaction between the Customer and the Company after the first sales transaction, unless Finder and the Company agree otherwise in a separate, binding written agreement. The Finder's Fee will be paid by check to Finder, within a reasonable time after the Company receives the referred Customer's final payment and the final payment clears the bank upon which it is drawn.

If the Company receives multiple referrals for the same transaction, the Company will pay the Finder's Fee to that finder who is confirmed by the Customer as the first-in-time referrer of the Company's products and/or services for the transaction in question. If Finder contacts Company and claims that Finder is a referral source for a particular transaction, and the Customer has confirmed a different finder as the first-in-time referrer, the Company will inform Finder that no referral fee is payable to Finder, and state that a different Finder has already been confirmed by the Customer as the first-in-time referrer. Pursuant to the Confidentiality Clause below, the Company will not be able to disclose to Finder the identity of the first-in-time referrer. Under these circumstances, Finder will need to confer with the Customer about other referrers and pursue sharing of the Finder's Fee independently of the Company. FINDER SPECIFICALLY ACKNOWLEDGES THAT THE COMPANY HAS NO RESPONSIBILITY TO SPLIT THE FINDER'S FEE AMONG MULTIPLE FINDERS, AND FINDER FURTHER ACKNOWLEDGES THAT THE COMPANY IS RELEASED FROM ANY AND ALL LIABILITY TO SPLIT A FINDER'S FEE OR IMPLEMENT A SHARING ARRANGEMENT FOR THE FINDER'S FEE.

3. INDEPENDENT CONTRACTOR INTERMEDIARY

Finder and the Company recognize and agree that Finder is an independent contractor functioning as a business transaction intermediary. Finder is not, and shall not hold himself or herself out as, an employee, agent, representative, fiduciary, partner or joint venture of the Company. Nothing in this Agreement shall be construed as granting Finder exclusive rights of any kind, or as restricting or inhibiting in any way the Company's own sales and marketing efforts. Finder shall have no authority to bind the Company to any agreement, contract, arrangement or obligation of any kind with any prospective customer, any Customer or any third party. If Finder breaches or violates any of the provisions of this paragraph, the Company reserves the right to refuse to pay to Finder a Finder's Fee and shall have sole discretion to determine whether to pay a Finder's Fee for any consummated transaction subsequent to a breach or violation of the provisions of this paragraph. Finders sole responsibility under this Agreement shall be to act as a finder, i.e., to introduce businesses and business opportunities to the Company.

Finder shall be solely responsible for any and all licenses and governmental registrations that may apply to any firm or entity referring business opportunities to another.

4. CONFIDENTIALITY

The Company agrees to keep confidential, and will not disclose to any third party, the identity of the Finder, without written authorization from Finder (which authorization can be provided by email or telephonic text message); provided, however, that the Company may disclose and discuss the identity of the Finder with any Customer introduced to the Company by Finder.

The Company agrees to keep strictly confidential any general, market, competitive or financial information which it may receive in the course of transacting business with Finder.

5. FURTHER UNDERSTANDINGS

Expiration, termination or cancellation of this Agreement shall not affect Finder’s right to receive a Finder’s Fee based on any qualifying transaction under this Agreement, if such qualifying transaction arises from a referral made during the term of this Agreement, provided that the three numbered steps set forth in Paragraph 2 above are completed and a consummated transaction occurs within one year after termination, expiration or cancellation of this Agreement.

This Agreement shall be governed by the laws of the State of Washington, and adjudicated in Washington State, without regard to laws pertaining to choose or conflict of laws of Washington. It shall be binding upon the parties and their representatives, executors, successors or assigns. Signed facsimile copies of this agreement are binding. The parties agree that the Company has made no representations or warranties not contained in this Agreement. This Agreement represents the entire Agreement between the parties and supersedes all previous verbal and written agreements and understandings. Finder may not assign this Agreement, or delegate any of his, her or its responsibilities hereunder, without prior written approval of the Company, which may be withheld at the Company’s sole discretion. This Agreement, or any provisions herein, cannot be modified, amended or waived unless done so in writing and agreed to by both parties.

Finder agrees that if any Finder’s Fee exceeds six hundred US dollars (\$600.00), the Company will issue to Finder an IRS 1099 tax form for the monies paid as Finder’s Fees. It is Finder’s responsibility to provide Inventech Marine Solutions, LLC with a properly completed W9 before a Finder’s Fee will be paid.

Inventech Marine Solutions, LLC:

_____ Date: _____
(Authorized Signature)

(Printed)

Finder: _____ Date: _____
(Signed)

(Printed)