

REFERRAL & FINDERS FEE REIMBURSEMENT AGREEMENT

SILVERBACK MARINE

This Referral Fee Agreement (hereinafter the "Agreement") is made this 18th day of December, 2018 by and between _____, with an office address located at _____ (hereinafter referred to as "Referrer") and SILVERBACK MARINE (hereinafter referred to as "Seller") (each a "Party" and together the "Parties").

WHEREAS, Seller is in the business of ALUMINUM BOAT HULL DESIGN & CONSTRUCTION

WHEREAS, Referrer has certain contacts with various entities and parties and desires to act as an intermediary finder of clients for Seller's products or services;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. TERM AND TERMINATION.

The term of this Agreement shall commence on the Effective Date and shall continue in full force and until January 1, 2020.

1. EXCLUSIVITY.

For the term of this Agreement, Referrer shall have the non-exclusive right to introduce prospective clients to the Seller who are not already known to the Seller.

1. FEES AND PAYMENT.

This Agreement contemplates an introduction only. The referrer must provide the exclusive code of **SIB5** to the prospective client. The prospective client shall be advised to provide the Seller the code and the full name of the Referrer provided to him / her by the Referrer.

The Referrer shall receive a [FIVE PERCENT] ([5%]) commission based on the fee paid to the Seller. The 5% shall be applied to the value of all products and services excluding propulsion systems or motors.

EXAMPLE: A hull valued at \$10,000 USD will generate a \$500 USD commission from Seller to Referrer, payable in USD.

Referrer will be paid upon Seller's receipt of payment from the client. Seller will send payment within 10 days of receipt, and referrer will respond with an accompanying invoice for the payment.

According to Washington State law, payments in excess of \$600 USD will require a 1099 tax form provided by Seller. Referrer will provide Seller a current Form W-9 (downloadable here: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

1. Miscellaneous.

1. Relationship Between the Parties. Each Party's relationship with the other is that of independent contractor. Nothing contained herein creates a partnership, joint venture or similar business relationship between seller and referrer. No employee will be considered an employee of the other for any purpose.
2. Use of Name. Seller and its employees, agents and representatives will not, without Referrer's prior written consent in each instance, use in advertising, publicity or other

promotional endeavor, the name of Referrer or any of Referrer's affiliates, or any officer or employee of Referrer, or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof used by Referrer or its affiliates; or represent, directly or indirectly, that any product or service provided by Seller has been approved or endorsed by Seller, or refer to the existence of this Agreement in press releases, advertising or materials distributed to Seller's prospective customers.

3. Force Majeure. Referrer shall not be held responsible nor be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of its obligations hereunder if such delay or failure is the result of causes beyond the control of Referrer.
4. Governing Law. This Agreement, its subject matter and the parties' respective rights and obligations hereunder shall be governed by and construed in accordance with the laws of the UNITED STATES of AMERICA without giving effect to principles regarding conflicts of law.
5. Modification, Amendment and Waiver; Benefit. There are no understandings, agreements or representations, express or implied, with respect to the subject matter hereof not specified herein. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by a writing executed by both parties. This Agreement will inure to the benefit of Referrer, Seller, and the successors and the permitted assignee of each.
6. Assignment. Referrer may assign this Agreement, and/or any rights and/or obligations hereunder upon written notice and without the consent of Seller to any (i) subsidiary or affiliate of Referrer, or (ii) successor pursuant to a merger, consolidation, sale of all or substantially all of its assets. Seller shall not assign this Agreement, and/or any rights and/or obligations hereunder without Referrer's prior written consent. Any attempted assignment in violation of this Section 9.6 shall be void ab initio.
7. Authority. Both Referrer and Seller have full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. EACH PARTY FURTHER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

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REFFERER NAME: _____

CEO SILVERBACK MARINE

REFFERER SIGNATURE:


