

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is made by and between Ocean International, Inc., d/b/a as *Ocean Marine Brokerage Services* hereinafter referred to as the BROKER, and

_____, hereinafter referred to as SALES AGENT/ or AGENT, for and in consideration of their mutual promises and for their mutual benefits WITNESSETH:

THAT, this agreement shall commence on this ____ day of _____ 20__ and, that it is expressly understood and agreed by the parties that this agreement shall not have a definite term, but shall remain in full force and effect for such time as to when written notice of termination is given by either party.

THAT, the BROKER is a duly licensed Yacht and Ship Broker, and is duly qualified to, and does, procure the listings of maritime vessels for sale, and prospective buyers for same, and has and enjoys the good will of, and a reputation for dealing with the public nationally and internationally; and also has and maintains one or more offices, properly equipped and staffed, suitable to serve the general public as a Yacht and Ship Broker, and

WHEREAS, the AGENT is a duly qualified Yacht and Ship SALES AGENT, licensed, and accustomed to dealing with the general public as such, and

WHEREAS, it is deemed to be to the mutual advantage of the BROKER and the SALES AGENT to form the association hereinafter agreed to, THEREFORE:

1. BROKER agrees to make available to the SALES AGENT all current listings of the BROKER; and agrees to assist the SALES AGENT with full cooperation for orientation, training and instruction in the policies and programs that the BROKER has established for its day-to-day operations.
2. The BROKER shall use its best effort to facilitate the AGENT'S performance hereunder and shall expressly provide for the availability of and furnish the AGENT with sufficient information and materials as required, relative and necessary, for the professional and successful performance of the AGENT'S services performed under the terms of this agreement. The Broker and Agent acknowledge that this is an independent contractor agreement and as such Broker shall not direct the daily activities, the method by which he accomplishes the services he is to provide to Broker. The Agent shall use his best judgement concerning the means and manner by which he accomplishes the services for Broker.
3. AGENT agrees that he shall not have the authority to bind Broker contractually or otherwise without first obtaining the express written approval of Broker..
4. BROKER agrees to make available to the SALES AGENT, office space and facilities at the BROKER'S regular office locations, in connection with the AGENT'S performance as an independent agent of the BROKER. Said accommodations may from time to time, be shared with other SALES AGENTS and/or regular office staff, on a basis as needed.

5. AGENT agrees to maintain at AGENT'S expense; permanent office facilities, automobiles, equipment, automobile liability, property insurance, bonds and licensure, as may be required of any Yacht and Ship Broker sales agent in the state and/or country in which the AGENT has established primary operational facilities, and for transacting the business affairs relative to the brokerage of maritime vessels.
6. AGENT agrees that Broker shall not withhold from Agent's compensation any taxes, premiums or other forms of withholdings. Agent agrees and acknowledges that as an independent contractor, it shall be his sole obligation to properly declare and pay all taxes on his compensation under this agreement. Broker shall supply a IRS Form 1099 Misc Income at the end of every tax year. Broker shall not provide to Agent any type of health insurance, worker's compensation insurance or retirement benefits.
7. AGENT agrees and understands that expenses, ordinarily and extraordinarily associated with and necessarily incurred in connection with the AGENT'S services provided under this Agreement, including without limitation, communication services, travel accommodation, entertainment and transportation are to be incurred exclusively at the expense of the AGENT.
8. BROKER and AGENT mutually agree to conduct business and regulate their habits so as to maintain and increase, rather than diminish, the good will and reputation of the BROKER, and to abide by all laws, regulations and code of ethics that are binding upon or applicable to Yacht and Ship Brokers and SALES AGENTS.
9. AGENT shall at all times use his or her best effort and due diligence to perform their services professionally, faithfully, productively, and exclusively on behalf of the BROKER; and to acquire additional vessel listings on behalf of the BROKER, to procure buyers for such listings, and to negotiate and handle all transactions relative to the sale of such vessels.
10. AGENT shall be bound to the conditions of confidentiality, with regard to Proprietary Information and Trade Secrets; and to regard and preserve in strict confidence all plans, listing information, client information, proposals, marketing plans, financial information, concepts, ideas, and any and all information of a proprietary nature, whether provided for or developed by the BROKER or others, which is related to the performance under this agreement or any other aspect of the BROKER'S business. It is further understood and agreed by Agent that all listings, information and clients and other proprietary information obtained while under this agreement remain as the sole property of Broker, and not be used for any purposes by Agent after termination of this agreement.
11. AGENT shall be bound to the conditions of, Injunctive Relief; whereas, the AGENT acknowledges and agrees that the services to be provided and performed by the BROKER, under the terms of this agreement and in the ordinary course of the BROKER'S business are of a special, unique, extraordinary value and intellectual character; and that the loss of such services cannot reasonably or adequately be compensated in damages in an action at law.

The AGENT also represents and agrees that the confidentiality of proprietary information and trade secrets subject to the provisions of this agreement are unique and that a breach of the provisions of this Agreement pertaining to them cannot be reasonably or adequately compensated in damages in an action at law.

Accordingly, the AGENT stipulates and agrees that any breach or threatened breach of this agreement by the AGENT will entitle the BROKER to injunctive and other equitable relief, to prevent such breach or further damages from such breach, in addition to all other legal or equitable remedies to which the BROKER may otherwise be entitled, to include but not limited to legal fees and court costs.

12. AGENT expressly acknowledges and represents that, prior to entering into this agreement, AGENT was employed or otherwise engaged in earning an income or wage in some occupation other than that contemplated by this agreement; and would not be prevented or prohibited from being employed or engaged in an occupation where income may be derived or earned upon the termination of this agreement, whether such termination is invoked voluntarily or involuntarily,
THEREFORE:

AGENT agrees to a non-compete stipulation that, for a period of 24 months, from the date of termination of this agreement, AGENT will not compete or engage, in any capacity, directly or indirectly in the ownership, management, or as an agent of, or as employee of, any Yacht and Ship Brokerage Firm dealing with commercial maritime vessels, regardless of location, and without the express and written authorization of the BROKER.

13. This agreement and the association created hereby, may be terminated by either party hereunder, at any time upon written notice given to the other, and the right of the AGENT to be paid any fees or commissions that have been earned or accrued prior to said notice, shall be paid to the AGENT, when received or collected by the BROKER.

14. COMMISSION FEES are ordinarily earned by and collected by the BROKER for services performed in connection with the day-to-day brokerage operations of the BROKER; whereas, the AGENT performs services in connection with and on behalf of the BROKER, the AGENT is entitled to be paid a brokerage commission share of collected fees as agreed, based on and as stipulated in the AGENT COMMISSION SCHEDULE & POLICIES, as included herein, and dated 19 February, 2006.

It shall be the sole responsibility of the BROKER as to the disposition of any cause for legal remedy or litigation arising from or in connection with any client dispute involving any claims for damages, and/or for the payment or nonpayment of commission fees due the BROKER; whereas, the AGENT as an independent contractor is not an employee, joint adventure or partner of the BROKER, therefore, the AGENT shall have no authority to bind the BROKER by any promise or representation, unless specifically authorized by the BROKER.

AGENT, understands and agrees that, in the event there is cause for litigation in any claim to recover commission fees due from clients, the collection of such awards as recovered by the BROKER will be proportionately paid to the AGENT, based on the AGENT COMMISSION SCHEDULE & POLICY, after all costs and legal fees paid by the BROKER, if any, have been deducted from the gross receipts. AGENT, further agrees that in the event disputed fees are not awarded to the BROKER, AGENT will proportionately share in the total costs incurred for such legal fees and paid by the BROKER.

Receipt of a copy of this AGREEMENT on the dated indicated below is hereby acknowledged.

SALES AGENT

Address

City , State, Zip

Phones

WITNESS

SS#: _____

Broker

Dated