



CONSULTING AGREEMENT

This consulting agreement (this "Agreement") is entered into as of the [REDACTED] day of [REDACTED], 2026 by and between [REDACTED], a [REDACTED] based company with its principal place of business at [REDACTED], hereinafter referred to as "Company", and E H2O MARINE BUSINESS SOLUTIONS LLC, with its principal place of business at 9917 Cross River Trl, Parrish, FL 34219, hereinafter referred to as "Consultant".

WHEREAS, the Company is a marine entity that provides professional recreational boating services to a variety of clients ("Clients") in the United States.

WHEREAS, Consultant is a company that provides consulting services to various entities and specializes in increasing marine finance and insurance ("F&I") revenue and profits through providing guidance on the industry's best practices.

WHEREAS, the Company is desirous of seeking the services of the Consultant to enable the Company and its business managers ("Business Managers") to reach their peak performance which will ultimately improve productivity, revenue and profits of the Company.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

- 1. TERM** This Agreement shall be effective as of date first set forth above and shall remain in force during any time periods for which the Consultant provides services to the Company, unless terminated earlier in accordance with Section 6.
- 2. SERVICE PLAN** Upon selection of a service plan by the Company from the options listed in **Exhibit A** to this Agreement, the Consultant will provide consulting services to the Business Managers or other personnel as designated in writing by the Company. The Company acknowledges that the Consultant is experienced in providing the type of services contemplated by this Agreement and has exclusive authority to determine the methods by which the services will be rendered within the parameters of the service plan selected. The Company understands, confirms and agrees that in addition to the consulting services, the Consultant may also act as a closing agent if requested by the Company and if the Consultant acts as the closing agent it shall be entitled to collect a separate fee as set forth in the fee letter dated _____ which is attached hereto as **Exhibit B** and shall be construed as a part of this Agreement. **OR** The Company understands, confirms and agrees that in addition to the consulting services, the Consultant may also act as a closing agent if requested by the Company. In view of the ongoing relationship between the parties, the Consultant will provide its closing agent services at no additional costs to the Company.
- 3. INVOICING AND TAXES** Consultant will invoice the Company for services and reimbursable expenses, if applicable, at a frequency of thirty (30) days and the Company will pay Contractor within net fifteen (15) days upon receipt of invoice save for any manifest error on the face of the invoice. The Company will

not make any deduction or withholding from Consultant's invoice payments for income, payroll, or other federal, state, or municipal income taxes, unemployment taxes, or for social security taxes. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

4. **INDEPENDENT CONTRACTOR** Nothing herein shall be construed to create an employer-employee relationship between the Company and Consultant. Consultant is an independent contractor and not an employee of the Company or any of its subsidiaries or affiliates.

5. **MARKETING AND ADVERTISING**
 - a) The Company hereby agrees and acknowledges that nothing in this Agreement restricts the Consultant from sharing all, or any part of the training sessions provided to the employees of the Company on any social media or other platforms for digital marketing and advertising of the Consultant's business. The training sessions or any video recordings of the sessions are understood to be exclusive property of the Consultant.
 - b) If the Company wants the Consultant to restrict any particular portion of a training session due to any regulatory requirements or prior confidentiality agreement entered into by the Company, it shall provide a written request in writing to the Consultant and within seven (7) business days thereafter, the Consultant and Company shall work together to decide the best manner in which the Company and the Consultant's interest are best protected.

6. **TERMINATION** Either party may terminate this Agreement in writing at any time by providing a fifteen (15) days prior notice in writing. After such termination the Company shall be obligated to pay the Consultant any amounts owed for services and expenses actually rendered under this Agreement.

7. **LIMITS OF LIABILITY** The Company agrees and acknowledges that the Consultant does not provide any tax, legal or accounting advice. The services provided by the Consultant including any materials are for informational purposes only, and is not intended to provide, and should not be relied on for, tax, legal or accounting advice. Neither party shall be liable to the other except to the extent of any damages caused by its gross negligence as determined by a Court of competent jurisdiction in a final and non-appealable decision. In no event shall the Consultants aggregate liability exceed an amount equal to the fees received by the Consultant from the Company as a result of the consulting services performed by Consultant under this Agreement.

8. **MISCELLANEOUS**
 - a) **Construction of Terms.** If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.
 - b) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - c) **Complete Agreement.** This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.
 - d) **Dispute Resolution.** Any claim, dispute, or other matter in question arising out of or related to this Agreement, if not resolved within 14 days following the notice of claim through discussions among the parties' officers having authority to resolve the claim, dispute, or other matter, shall be subject

to mediation as a condition precedent to other dispute resolution in accordance with the Commercial Arbitration Rules and Mediation procedures of the American Arbitration Association.

- e) **Modification.** No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.
- f) **Waiver of Breach.** The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.
- g) **Successors and Assigns.** This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the Agreement shall be assignable by the Company without Consultant's consent in the event the Company is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns.
- h) **Non-Exclusivity** During the term of this Agreement, Consultant may provide services to any other individual or company that competes with Company or offers services similar to those offered by the Company, and any such engagement shall not be considered breach of this Agreement.

IN WITNESS THEREOF, Consultant and the Company have caused this Agreement to be executed by their duly authorized and empowered officers or representatives as of the date set forth below.

ACCEPTED BY

E H2O MARINE BUSINESS SOLUTIONS, LLC

EH2O Marine Business Solutions, LLC
Estephania Herrera Dickinson - President

Signature _____

Dealer Principle

Print Name _____

Title _____

Date _____

Federal Tax ID _____

EXHIBIT A – SERVICE PLANS

Initial Consultation & Assessment

- 1-2 Day In-Person Site Visit.
- Next Steps Action Plan.
- Personalized Training Outline.
- Includes 1st 2 Months One on-One Weekly 1 Hr. Virtual Training Sessions.
- Assistance with processing current boat transactions.
- 24/7 Access
- Includes Group Members Pricing after 2 months of Training.

Group Members

- One-on-One Weekly 1 Hr. Virtual Training Sessions.
- Personalized Process Checklists.
- Monthly Performance Reviews.
- 24/7 Access.

Hourly Sessions (Non-Members)

- One-on-One Weekly 1 Hr. Virtual Training Sessions -Specific Topic.
- Personalized Process Checklists

EXHIBIT B- CLOSING FEE AGREEMENT

The undersigned _____ (hereinafter "Company") hereby requests the additional services of E H2O MARINE BUSINESS SOLUTIONS LLC, with its principal place of business at 9917 Crss River Trl, Parrish, FL 34219 (hereinafter " Consultant ") for acting as its closing agent for a fee of _____ (\$ _____), to be paid as follows:

This Fee Agreement and the fees paid hereunder pertains only to the additional closing agent services rendered by the Consultant as stated above and does not relate to any other matters for which the Company seeks consulting services by the Consultant.

Dated _____

Signature _____
Dealer Principle

Print Name _____
Title _____
Date _____
Federal Tax ID _____

E H2O MARINE BUSINESS SOLUTIONS, LLC

EH2O Marine Business Solutions, LLC
Estephanie Herrera Dickinson - President