

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POWER SQUADRONS®
AND
MARITECH INDUSTRIES**

This Memorandum of Understanding (MOU) is between the United States Power Squadrons®, (hereinafter "USPS") a non-profit corporation organized under the laws of the State of North Carolina and qualified as tax exempt under Section 501(c)(3) of the Internal Revenue Code of the United States, and **MARITECH INDUSTRIES** (hereinafter "MariTech"), a California marine products company promoting "safety for everyone on board."

In recognition of their respective outstanding past and present roles in the field of recreational boating and in furtherance of their mutual goals of encouraging and promoting recreational boating safety and enjoyment throughout the United States, USPS and MariTech agree to work in close cooperation with each other according to the guidelines set forth below.

Now, therefore, the Parties agree as follows:

1. USPS shall have the following responsibilities:

- A. Continue to schedule and administer boating safety courses and civic service programs through the USPS administrative structure.
- B. Continue to conduct and administer USPS boating safety courses in accordance with U.S. Coast Guard-approved National Association of State Boating Law Administrators (NASBLA) course standards, guidelines, and requirements.
- C. Continue to conduct and administer USPS civic service programs, such as cooperative charting, vessel safety check, harbor watch, tidal current prediction quality assurance, promotion of boating safety, and weather watch, in close cooperation with and in accordance with standards established by the respective government agencies having oversight of such programs.
- D. Share with MariTech available information concerning the date, time, location and contact person of boating safety courses and civic service projects where MariTech support and partnering is requested.
- E. Utilize MariTech-provided printed and audio-visual materials, in ways determined by USPS to be most appropriate, in the conduct of its boating safety courses and civic service projects. Request the assistance of MariTech personnel, when and where available and appropriate, in the promotion and conduct of such courses and projects.

- F. Publicly recognize in the promotion and conduct of boating safety courses and civic service projects, as and how deemed appropriate by USPS, the supportive and partnering efforts of MariTech in encouraging and promoting recreational boating safety and enjoyment.
- G. Designate a principal USPS point of contact to work directly with MariTech in the national-level coordination of the mutual efforts of USPS and MariTech under the provisions of this MOU. Where appropriate, designate USPS points of contact to work directly with MariTech in the coordination of the mutual regional, state, and/or local-level efforts of USPS and MariTech under the provisions of this MOU.
- H. Post on the USPS web site a copy of this MOU and a direct link to the MariTech web site.

2. MariTech shall have the following mutual responsibilities:

- A. Provide and distribute to USPS squadrons, when and as available and at no cost to USPS, appropriate MariTech printed and audio-visual materials for use by USPS squadrons in the conduct of their boating safety courses and/or civic service projects.
- B. Provide to USPS squadrons the name(s) and contact information for suitable MariTech-affiliated personnel to assist, as available, at no cost to USPS, and when and where requested by USPS, in the promotion and/or conduct of USPS boating safety courses and civic service projects in which MariTech-provided printed and audio-visual materials are to be utilized.
- C. Post on the MariTech web site a copy of this MOU and a direct link to the USPS public web site.
- D. Post on the MariTech web site and other MariTech -sponsored promotions of boating safety education and related civic service projects the date, time, and location of applicable USPS courses and projects and the designated USPS contact names and contact information for such events.
- E. Recognize on the MariTech web site and in MariTech's other recreational boating-related promotions, as and how deemed appropriate by MariTech, the role of USPS in encouraging and promoting recreational boating safety and enjoyment.
- F. Indemnify and hold harmless United States Power Squadrons and its subordinate units from and against all losses, claims, damages, expenses, and/or liabilities that it/they may incur based on its/their use of any information, representations, reports, or data furnished to USPS or its subordinate units by MariTech.

3. The Parties hereto shall have the following mutual responsibilities:

- A. Work together to support each other's recreational boating safety and enjoyment mission.
- B. Cooperate in the promotion of USPS boating safety courses and civic service projects, including the use, where appropriate, of USPS and/or MariTech graphics, registered trademarks, logos, and other copyrighted materials in a manner that will preserve all the rights of the owners thereof and with the prior specific consent of the owners thereof.

C. This Memorandum of Understanding shall become effective on the date of its execution by both Parties and shall remain in effect until its termination by either Party upon a 30-day written notice. This MOU shall be reviewed by the Parties every three (3) years in order to modify and/or update its content. It is understood and agreed by the Parties that this MOU represents the basic agreement between the Parties and that the Parties may, from time to time, enter into one or more separate joint-business-agreement(s) to promote, encourage, and motivate through various incentives the use by recreational boaters of each others products and services.

D. Any amendments to this MOU are subject to the written agreement of both Parties.

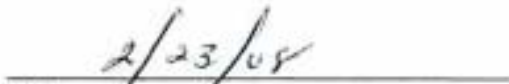
E. As a condition of this agreement, the Parties agree not to discriminate against any person because of race, color, creed, sex, religion, national origin, age, or disability.

IN WITNESS WHEREOF the said Parties have herewith set their hands and seals as of the date(s) below written.

For the United States Power Squadrons:



Chief Commander

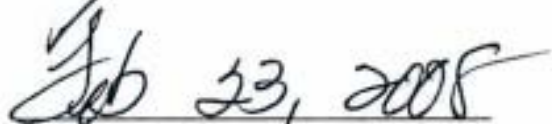


Date

For MariTech^r



President



Date