

Innovative Technologies Group, LLC

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Certified Mechanic Contract

THIS CONTRACT is between _____
(hereinafter referred to as Certified Mechanic), and Innovative Technologies Group, LLC (hereinafter called the ITG). ITG operates a Dutchman Enterprises LLC (hereinafter Dutchman) distributorship and requires a written Contract with the Certified Mechanic. All transactions must be under ITG in order to avoid being a sub-distributor, which are not allowed by contract between ITG and Dutchman. If you agree to abide by and be bound to the following terms and conditions, please execute this document and return original, for acceptance by ITG at the above address:

1. The Certified Mechanic is of legal age to enter into this Contract, which becomes effective on the date signed below.
2. The Certified Mechanic understands s/he must be sponsored by a Dutchman Distributor in good standing to be involved in installing Dutchman products, tuning Dutchman products and training mechanics to install Dutchman products. The Certified Mechanic also understands he/she will work exclusively through ITG and is not allowed to break that relationship without written permission from ITG.
3. The Certified Mechanic agrees to register as a Recruiter on ITG's web site, www.innovativetech.us, and will be granted the ability to order inventory for personal installs and class projects from Dutchman at the mechanic discount price. The Certified Mechanic is not allowed to purchase product for re-sale to anyone other than their customers and that they personally, or through a class project, install on that customer's vehicle to avoid being a sub-distributor.
4. The Certified Mechanic acknowledges the fact that a fee of \$50.00 must be paid for every mechanic certified through their school to Dutchman and an additional \$25.00 if the student mechanic was referred by any Dutchman distributor or their affiliate. There will be no fees or royalties charged or collected by ITG for any mechanics certified by the Certified Mechanic, all profits generated for ITG will be gained as a result of products sold by the Certified Mechanic and their Certified Mechanics. The Certified Mechanic will be solely responsible for any and all costs involved in their business operations.
5. The Certified Mechanic shall require a written agreement with all Certified Mechanics they train that have not been referred by another Dutchman Distributor or their affiliate and shall state the Certified Mechanic has a relationship with ITG and Certified Mechanic in regards to Dutchman products only and may not break that relationship without written permission from both ITG and the Certified Mechanic. The Certified Mechanic shall require their Certified Mechanics to register under them as a Recruiter on ITG's web site, www.innovativetech.us, and will have the ability to order inventory for personal installs at wholesale. The agreement must also state they are not allowed to purchase product for re-sale to anyone other than their customers and that they personally install on that customer's vehicle to avoid being a sub-distributor.
6. Independent Contractor: The Certified Mechanic understands that s/he is an independent contractor, not an agent, employee or franchisee of ITG and will not be treated as an employee for any

purposes including that of the Federal Unemployment Tax Act and Federal Insurance Contribution Act, the Social Security Act and State Unemployment Act. ITG shall not maintain Workers Compensation or disability coverage. Certified Mechanic understands and agree that s/he will pay all applicable Federal and State income taxes, self-employment taxes, local taxes and/or license fees which may be due because of my activities under this Contract.

7. The Certified Mechanic understands that this Contract supersedes any and all other agreements between the parties and is the entire Contract between ITG and the Certified Mechanic. No other additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by ITG and the Certified Mechanic.
8. Ruling Law: The place of origin of this Contract is the Texas state and it shall be governed in accordance with Texas laws.
9. Binding Arbitration: The undersigned of this Contract do hereby agree to resolve any disputes or controversy we now have or may have in connection with or rising from this Contract using binding arbitration. Said arbitration shall be in accordance with the rules and procedures for the American Arbitration for the City of Ft. Worth, Texas state, which rules and procedures for arbitration are incorporated herein by reference and the decision or award by the Arbitrators shall be final, conclusive and binding upon each party and enforceable in a court of law of proper jurisdiction. All costs of arbitration shall be shared equally except that each party shall pay his own legal costs.
10. Indemnification: The Certified Mechanic indemnifies and hold harmless ITG from any claims, damages, and expenses including attorney's fees arising out of my actions or conduct in violation of this Contract or claims brought against by Certified Mechanic by his/her customers.
11. The Certified Mechanic is not guaranteed any income, profit or success. The Certified Mechanic will make income only on products, goods and services personally sold by her/him. The Certified Mechanic is free to set her/his own hours and determine her/his own location and methods of selling, within the guidelines of this Contract.
12. The Certified Mechanic also agrees to execute a MANDATORY AGREEMENT TO SELL ENGINE MODIFICATIONS supplied by ITG and abide by all the terms of that agreement. The terms of that agreement dictate the claims that the Certified Mechanic can make about Dutchman products. The Certified Mechanic shall require all mechanics s/he trains they train that have not been referred by another Dutchman Distributor or their affiliate to sign a MANDATORY AGREEMENT TO SELL ENGINE MODIFICATIONS supplied by ITG.
13. Contract Modifications: This Contract may be modified from time to time to meet legal requirements and changes in economic conditions. ITG agrees to give thirty (30) days notice of such modification.
14. The Certified Mechanic understands the terms of this Contract and will adhere to them. Any violation of this Contract may result in termination of same.
15. Expenses: The Certified Mechanic shall be responsible for all expenses incurred by him in performance of his duties unless otherwise set forth in writing between the parties.
16. Duration of Contract: This Contract shall continue until terminated by either party upon thirty (30) days written notice to the other. Upon notice being Properly given to terminate, the parties shall act in a positive, professional and favorable manner towards the customers, and each other and neither shall take any actions to decrease productivity.
17. Non-compete Agreement: ITG has retained the Certified Mechanic only for the purposes set forth in this Contract, and his/her relationship to ITG is that of an independent contractor. During the

term hereof, the Certified Mechanic shall not, directly or indirectly, enter into, or in any manner take part in, any business, profession, or other endeavor which competes with ITG in the sale of such products as ITG maintains or may add to ITG product lines during the term of this Contract and for six (6) months following termination of this Contract. The Certified Mechanic shall not so compete either as an employee, agent, independent contractor, owner, or otherwise during the term of this Contract and for six (6) months following termination of this Contract.

18. Restrictive covenant:

A) For a period of six (6) months after the expiration or termination of this Contract for any reason, whether with or without cause, for a period of time to the length of the Certified Mechanic will not, directly or indirectly, contact any then-existing client of ITG for any purpose of selling like or similar product lines on behalf of himself or any other person, firm, company, or corporation.

B) The parties acknowledge that they have attempted to limit the Certified Mechanic's right to compete only to the extent necessary to protect ITG from unfair competition. However, the parties hereby agree that, if the scope or enforceability of the restrictive covenant is in any way disputed at any time, an arbiter or other trier of fact may modify and enforce the covenant under the circumstances existing at the time.

C) The Certified Mechanic acknowledges that in the event that his relationship with ITG terminates for any reason, s/he will be able to earn a livelihood without violating the foregoing restrictions.

D) The Certified Mechanic acknowledges that that his/her ability to earn a livelihood without violation of such restrictions is a material condition to his retention by ITG.

19. Product warranty: ITG makes no claims or warranties regarding the Dutchman products. or their performance.

20. Warranty against prior existing restrictions: The Certified Mechanic represents and warrants to ITG that s/he is not a party to any Contract containing a non-competition clause or other restriction with respect to the services which s/he is required to perform hereunder.

21. Prohibition against assignment: The Certified Mechanic agrees, for himself/herself and on behalf of his/her successors, heirs, executors, administrators, and any person or persons claiming under him/her of virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, or similar process. Any such attempt to do so, contrary to the terms hereof, shall be null and void and shall relieve ITG of any and all obligations or liability hereunder.

22. Severability: If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Contract, including any other provision, paragraph is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

23. Binding-effect: This Contract shall be binding upon, and inure to the benefit of, ITG and ITG successor, assigns, heirs, legal representatives, executors, and administrators. ITG reserves all rights not expressly granted herein.

24. Readings: The headings in this Contract are inserted for convenience only and shall not be considered in interpreting the provisions hereof.

25. Written Notice: For purposes of this Contract, written notice may consist of U.S. mail (return receipt), UPS letter (with tracking number), fax or email (with delivery receipt). The mailing address, fax and email addresses shown herein shall be used for this purpose.

IN WITNESS WHEREOF, the parties have executed a Contract on the date and year first written below.

Certified Mechanic:

Signature _____ Date _____

Print Name: _____

Street: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

Seal

Notary Public at large
Commission expires on _____

Innovative Technologies Group, LLC

Dennis C. Styles, Partner Date _____