

## POWERSKI DISTRIBUTOR AGREEMENT

This DISTRIBUTORSHIP AGREEMENT ("Agreement") is made and entered into as of 20-8-2008 by and between POWERSKI INTERNATIONAL CORPORATION, U.S.A., a corporation duly organized and existing under the laws of the State of California, having its principal office located at 1000 Calle Amanecer, San Clemente, California 92673-7502, hereinafter called "PSI," and Endless Wave Pty Ltd, a corporation duly organized and existing under the laws of Australia, having its principal office located at Marine World 910 Canning Hwy, hereinafter called "Distributor." Appelcross, W.A. 6153.

### RECITALS

- A. PSI is the exclusive manufacturer of certain POWERSKI brand products, identified in Exhibit A attached hereto and related parts and accessories (collectively, "Products")
- B. PSI desires to appoint a distributor to import, promote, distribute, market, sell, and service the Products in the Territory. The term "Territory" shall mean the geographic area defined in Exhibit B and attached hereto. Distributor desires to be appointed the distributor for the Products in the Territory.
- C. Distributor represents and warrants to PSI that Distributor possesses the technical expertise and resources to develop and sustain a marketing organization for the purchase, import, promotion, distribution marketing, sales and service of the Products in the Territory.

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

### SECTION 1: APPOINTMENT AND SCOPE OF DISTRIBUTORSHIP.

- 1.1 Appointment of Distributor. Upon the terms and subject to the conditions contained in this Agreement, PSI hereby appoints Distributor as its distributor for the Territory for the purposes of importing, promoting, marketing, distributing, selling and servicing the Products. As long as this Agreement shall remain in effect and Distributor is not in breach thereof, PSI will not appoint another distributor for the Products in the Territory and PSI will not itself sell Products in the Territory.
- 1.2 Duration of Agreement. This Agreement shall be in effect from the date of execution by PSI to and including for the period of (1) one year from the date of delivery of dealer's initial order, unless sooner terminated as hereinafter provided. No act by either party to this Agreement shall be construed as an extension or renewal of this Agreement, except renewals or extensions in writing and signed by both parties.
- 1.3 Acceptance and Appointment. Distributor hereby accepts appointment as the distributor of the Products for the Territory. During the term of this Agreement, Distributor shall use its best efforts to import, promote, market, distribute, sell and service the Products in the territory.

Confidential

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8/14/2008

n.d.g.  
Dist. Initials

RW  
PSI Initials

RW CEO, PSI Corp.  
09/10/08