**By Hand/Via Email: Without Prejudice/Private & Confidential**

Mr. Sean Pratt

President

PRATT’S MARINE SERVICES LTD.

#B204 WEST REGENT VILLAGE P.O. BOX PLS 926 PROVIDENCIALES

TURKS & CAICOS ISLANDS

Dear Mr. Pratt,

**Re: STARR DEVELOPMENT MANAGEMENT CONSULTING - ADMINISTRATIVE SERVICES**

**CONSULTANCY CONTRACT July 1, 2019**

It was a pleasure meeting with you and discussing your business plans and strategy, please note I will hold all information in strict confidence. Your Business Plan is Viable and with your commitments to the Ritz Carlton/Marriot Project (Grace Bay, Turks & Caicos Islands), it will be successful.

In addition to information provided my firm is ready and able to assist you in operating a successful venture. Please note the services we are able to provide:

1. Work to be performed.

**Consultancy and Administration Services between all Parties and the material supplies in regards to this Venture under the contract provide by ROMARG INVESTMENTS S.A. on 5th JUNE 2016.**

2. Compensation.

As our client, within 6 weeks of acquiring all you’re legal and technical means of operations, you shall pay Consultant a flat fee of $ 25,000.00 as a retainer (to assist with travel,

accommodations and operations setup. As compensation for the project described below, payment shall be made as follows:

1. 15% of net profit as per June 25 2019 (MOA)
2. Due the 1st day of each month after commencement of contract.
3. Working fees will be billed as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| *FEES* | Per Day (standard)  Per Day *(P&I)*  Half Day  Per Hour | $ 2,500.00  $2,800.0  $ 1,200.00  $ 280.00 | <10 Hours  <10 Hours  <5 Hours |
| *Transport, accommodations and expenses* |  | Cost +18% |  |
| ***Telephone Consultation*** |  | ***$20.00*** | ***per hour – minimum 3 hours*** |
| ***E-mail*** |  | ***$0.00*** | ***Per Communication*** |

All cheques will be made payable to STARR DEVELOPMENT MANAGEMENT CONSULTING.

Bank Wire Payments can be made to:

STARR DEVELOPMENT MANAGEMENT CONSULTING

ScotiaBank Bahamas

Freeport, Branch

Branch Number: 80515

Operating Account Number: 7007305

3. Independent Contractor Relationship.

STARR’s relationship with Client will be that of an independent contractor, and nothing in this Consulting Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. No part of Consultant’s compensation will be subject to withholding by Client for the payment of any fees, subjected to the laws of the Commonwealth of the Bahamas.

4. Ownership of Work Product.

STARR agrees that all work product developed alone or in conjunction with others in connection with the performance of services pursuant to this Consultant Agreement is and shall be the sole property of Client (Sean Pratt), and STARR shall retain no ownership, interest, or rights therein. Work product includes but is not limited to reports, payroll, expenditure and revenue collections, banking & work scheduling.

5. Confidentiality.

5.1 Confidential Information. "CONFIDENTIAL INFORMATION" as used in this Agreement shall mean any and all technical and nontechnical information including patent, copyright, trade secret, proprietary information, computer files, and client information related to the past, current, future, and proposed services of Client and includes, without limitation, Client property, and Client's information concerning customers, research, financial information, purchasing, business forecasts, sales and merchandising, and marketing plans and information.

5.2 Nondisclosure and Nonuse Obligations. STARR agrees to protect the confidentiality of all Confidential Information and, except as permitted in this section, STARR shall neither use nor disclose the Confidential Information. STARR may use the Confidential Information solely to perform consulting services under this Agreement for the benefit of the client.

5.3 Exclusion from Nondisclosure and Nonuse Obligations. Consultant's (STARR) obligations under Section 5.2 ("NONDISCLOSURE AND NONUSE OBLIGATIONS") with respect to any portion of the Confidential Information shall not apply to any such portion that STARR can demonstrate (a) was in the public domain at or subsequent to the time such portion was communicated to Consultant by Client; (b) Was rightfully in Consultant's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Consultant by Client; Or (c) was developed by Consultant independently of and without reference to any information communicated to Consultant by Client. A disclosure of Confidential Information by Consultant, either (i) in response to a valid order by a court or other

Governmental body of the Commonwealth of the Bahamas, (ii) otherwise required by law, or (iii) necessary to establish the rights of either party under this Agreement, shall not be considered a breach of this Agreement or a waiver of confidentiality for other purposes, provided. However, that Consultant shall provide prompt written notice thereof to Client to enable Client to seek a protective order or otherwise prevent such disclosure.

6. General Provisions.

6.1 Governing Law. This Consulting Agreement shall be governed in all respects by the laws of the Commonwealth of the Bahamas

6.2 Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Consulting Agreement shall not be affected or impaired thereby.

6.3 Injunctive Relief for Breach. Consultant agrees that STARR’s obligations under this Agreement are of a unique character that gives them particular value; Consultant's breach of any of such obligations will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law; And, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance and such other and further relief as may be proper, including monetary damages if appropriate.

Client Signature Date

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(PRATT’S MARINE SERVICES LTD)

Turks & Caicos

Signature,

Dominique C. Roache

Proprietor

STARR DEVELOPMENT MANAGEMENT CONSULTING

EMAIL:

CELL: 242-814-4184

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Consultant Signature Date