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

Roosevelt Curry

Proprietor

Rosie’s Place

Grand Cay, Bahamas

Dear Mr. Curry,

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

**CONSULTANCY CONTRACT PROPOSAL 2019**

It was a pleasure meeting you to today 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 it will be successful.

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

1. Work to be performed.

To consult/advise and assisting in the organization and weekly delivery of marine petroleum related products into Grand Cay Abaco via the operation of traveling family island supply vessel throughout the Bahamas. Quantities may vary but may not drop below 6000 gallons per week.

First uplift will be in the amount of 6000 gallons. Every week thereafter, quantities will be 12000 gallons per week.

Our consultancy will be under our affiliate company (**STARR DEVELOPMENT MANAGEMENT CONSULTING** is a general administrative services company.

2. Compensation.

As our client, you shall pay a flat fee of $ 4.50 per gallon, which is to be paid prior to delivery of product.

As compensation for the project described below, payment shall be made as follows:

1. 50% due before 1st delivery, and 50% when vessel arrives at dock for 1st lift.
2. Thereafter, all payments are due prior to delivery of product.

All cheques and/or wire payments will be made payable to Dominique Roache T/A STARR DEVELOPMENT MANAGEMENT CONSULTING, unless otherwise instructed by Mr. Dominique Roache.

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 (Roosevelt Curry), and Dominique Roache 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 Development Management Consulting agrees to protect the confidentiality of all Confidential Information and, except as permitted in this section, Starr Development Management Consulting shall neither use nor disclose the Confidential Information. Consultant 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 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 Development Management Consulting 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 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

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(PRIMARY COMPANY NAME TBA)

Freeport, the Bahamas

*( NOT SIGNED SENT ELECTRONICALLY)*

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Sincerely,

Dominique C. Roache

Proprietor

STARR DEVELOPMENT MANAGEMENT CONSULTING

EMAIL:

CELL: 242-814-4184

OFFICE: 242-373-8064

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Consultant Signature