**MARINE SERVICES AGREEMENT**

This Agreement, dated and effective on 1 November 2021 is by and between Resolve Marine, of 1510 SE 17th Street, Fort Lauderdale FL 33316, a Florida corporation (“Customer”), and 410 Maritime Consulting (“Contractor”).

1. Agreement. Contractor shall supply Raymond Fortin to perform Salvage Master and Project Manager services to Customer on an exclusive basis on Customer’s projects as directed on the terms stated in Exhibit 1 (“Services”). To the extent of any conflict between an exhibit and the terms and conditions set forth in this Agreement, this Agreement shall prevail to the extent of such conflict. The Contractor agrees to exercise reasonable care in rendering the Services, which includes planning the methods and procedures to be employed in the performance of the Services.
2. Term. This Agreement shall commence upon the effective date above and shall be applicable to personnel provided by Contractor to Customer and/or Customer's project. Customer may terminate this Agreement upon at least thirty (30) days prior written notice to the other party at which time the Agreement shall not affect the rights or the liabilities of either party that have accrued hereunder. Any provision of this Agreement which by its terms imposes continuing obligations on the Parties shall survive the expiration or termination of this Agreement.
3. Rates and Payment. Customer shall pay Contractor the charges/rates identified in Exhibit 1 for the personnel provided hereunder. Payment shall be made within fourteen (14) days of Contractor's invoice, for all undisputed amounts. Customer shall notify Contractor of any disputed amounts in Contractor’s invoices within thirty (30) days of receipt, and the parties will co-operate to resolve all such disputes. All payments shall be made in U.S. currency to Contractor's designated business bank account, as directed by Contractor from time to time in writing.
4. Relationship of the Parties. Contractor is an independent contractor and provider of labor and equipment only and is not and shall not be deemed an agent, employee, joint venturer or partner of Customer. Contractor shall be responsible for its direct employment-related obligations with respect to the personnel it provides, i.e. their paychecks, employee benefit, unemployment insurance, workers compensation and similar programs.
5. Insurance. Each party shall provide the following insurances:

(a). property insurance on its property if any, including the property of its personnel;

(b). workers’ compensation insurance as required by any applicable regulations of the home country of the personnel as well as on the project site, or equivalent medical and repatriation insurance;

(c). maritime employers liability insurance, with minimum limits of $1,000,000 per occurrence; and

(d). marine general liability insurance, including contractual liability insurance, with the watercraft exclusion deleted and minimum limits of $1,000,000 per occurrence.

Each party shall provide proof of the above insurance to the other party, and name and waive the other party on all applicable policies.

1. Confidential Information. “Confidential Information” means all non-public information disclosed to Contractor, intentionally or unintentionally, by Customer, its agents or representatives. Confidential Information may be disclosed orally, in writing, in electronic media, by samples, by inspections, audits or other observations, by granting access to Customer’s email or data systems, or in a tangible medium. Confidential Information includes but is not limited to all plans, financial projections, data, and reports, technology, design and assembly drawings, bills of material, product specifications, maintenance and operation information, equipment specifications, test data, agreements, reports, organizational documents, information regarding products and services, techniques, all intellectual property such as innovations inventions, improvements and developments, trademark, copyright or patent rights and trade secrets. The transactions, terms, and conditions of this Agreement, the nature of the business relationship between the Parties, including, if applicable, the fact that Contractor provides or may provide services to Customer, and the Parties’ discussions concerning the performance of the Services will be considered Confidential Information unless such information (i) was already in Contractor’s possession prior to the disclosure, (ii) has been published or is published hereafter, unless such publication is a breach of this Agreement, (iii) is received by Contractor from a third party not under any obligation of confidentiality , (iv) was independently developed by Contractor without use of any Confidential Information, or (v) is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law, but only to the extent so required; provided, however, that before making such disclosure, Contractor shall give Customer an adequate opportunity to interpose an objection and/or take action to assure confidential handling of such information.
2. Confidentiality. Contractor will keep Confidential Information confidential and will not disseminate, or in any way disclose Confidential Information to any person, firm, or business except as expressly allowed. Contractor will use Confidential Information solely for performance of the Services. Contractor will disclose Confidential Information only to those of its employees who need to know such information for the performance of the Services and represents that such personnel have been informed of the confidential nature of Confidential Information and have agreed to be bound by the terms and conditions of this Agreement. The obligation contained in this Condition shall endure even after termination of this Agreement without limit in time except and until any Confidential Information enters the public domain otherwise than through the fault of the Contractor.
3. Ownership of Work Product. All right, title and interest in and to any and all intellectual property, including innovations and inventions, trade secrets, trademarks, copyrights, confidential and proprietary information, discoveries, conceptions, preparations and developments, whether or not eligible for or covered by patent, trademark, copyright or trade secret protection, which arise out of or are related to the performance of the Services (“Work Product”), shall belong exclusively to Customer. No royalty or other considerations will be due to Contractor as a result of Customer’s efforts to protect or commercialize the Work Product. Contractor shall, and hereby does, assign to Customer all of its right, title, and interest in such Work Product.
4. Return of Customer’s Property. Upon termination of this Agreement, or upon the request of Company at any time during this Agreement, Consultant shall promptly return to Company any and all property of Company, including without limitation all embodiments of Confidential Information and any supplies, materials, software, or equipment that have been provided to Consultant by or through Company for Consultant’s use in performance of the Services.
5. Liability and Indemnity.

(a). Customer agrees to the fullest extent permitted by law to defend, indemnify and hold harmless and hereby releases Contractor, and all subsidiary, and affiliated companies and its/their directors, officers, agents, other contractors, and employees from and against all liabilities, losses, damages, demands, claims, suits, fines, penalties, costs and expenses including reasonable legal fees and other expenses of investigation and litigation arising out of or related to Customer’s breach of this Agreement and/or for all injuries to and death of persons and for loss of or damage to property arising out of or related to services performed by Customer, its agents, or employees, or other subcontractors; except to the extent such liabilities or losses are attributable to the sole gross negligence or willful misconduct of Contractor, its agents, or employees.

(b). Contractor agrees to the fullest extent permitted by law to defend, indemnify and hold harmless and hereby releases Customer and all subsidiary, and affiliated companies and its/their directors, officers, agents, other contractors, and employees from and against all liabilities, losses , damages, demands, claims, suits, fines, penalties, costs and expenses including reasonable legal fees and other expenses of investigation and litigation arising out of or related to Contractor’s breach of this Agreement and/or for all injuries to and death of persons and for loss of or damage to property arising out of or related to services performed by Contractor, its agents, or employees, or subcontractors; except to the extent such liabilities or losses are attributable to the sole gross negligence or willful misconduct of Customer, its agents, or employees.

1. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and orders, which are now or may become applicable to operations covered by this Agreement and any work orders issued in connection herewith. If any of the terms hereof are in conflict with any applicable law, rule or regulation of a state, federal or local regulatory body, the terms of this Agreement so in conflict shall not apply and the applicable state, federal or local law, rule or regulation shall prevail.
2. Consequential Damages. Neither party shall be responsible for any indirect, special or consequential damages whatsoever, including without limitation extra expense, loss of earnings, loss of profits, loss of use and business interruption, whether resulting from negligence, contract breach or otherwise, and even if the possibility of such may have been foreseeable.
3. Force Majeure. This Agreement is subject to all applicable Federal, State and Local laws, orders, rules and regulations. Any delays in or failures of performance by either party, with the exception of the parties’ respective insurance and indemnification obligations, shall not constitute default hereunder or give rise to any claims for damages, if and to the extent such delays or failures of performance are caused by occurrences of Force Majeure. For purposes of this Agreement, Force Majeure includes, but is not limited to, Acts of God, acts of the public enemy, Laws and Regulations, wars or warlike action (whether actual or impending), arrests and other restraints of government (civil or military), blockades, insurrections, riots, acts of terrorism, pandemics, epidemics, landslides, lightning, earthquakes, fires, sabotage, tropical storms and hurricanes, civil disturbances, tidal waves, explosions, confiscation or seizure by any government or other public authority, strikes, lockouts, or other industrial disturbances, and any other causes, whether of the kind herein enumerated or otherwise, that are not reasonably within the control of the party claiming a suspension and that could not have been overcome by the exercise of ordinary diligence. The party experiencing Force Majeure shall notify the other party with reasonable promptness of the existence of any such Force Majeure and the probable duration thereof and shall provide the other party from time to time with correct information concerning same. The party experiencing Force Majeure shall take all reasonable actions to remove the cause of Force Majeure.
4. Non-Solicitation. Customer, including its parent, subsidiary or affiliated companies, shall not solicit any personnel provided hereunder while this agreement is in effect and for one (1) year thereafter, provided, however, that a general advertisement for employment, not specifically targeted to personnel of the Contractor, shall not violate the terms of this Agreement.
5. Severability. Should any provision of this agreement be found legally unenforceable, it shall be deemed severed from this agreement to the extent of such unenforceability, but no further, with the remainder of this agreement to remain in full force and effect.
6. Governing Law and Venue. This Agreement shall be governed by Florida State law. Any claim, dispute or differences hereunder shall be subject to the exclusive jurisdiction of the courts in Broward County, Florida.
7. Execution of Agreement. This agreement may be executed in counterparts and/or by facsimile or other electronic exchange of signatures, with all such counterparts deemed the same single agreement and with signatures exchanged by facsimile or other electronic method deemed equivalent to originals.
8. Standard of Care. Contractor shall exercise all reasonable skill, care and diligence in the exercise of the Services performed under his agreement including undertaking all commercially reasonable steps to prevent and minimize damage to the environment.
9. Integration, Modification and Interpretation. This sets forth the entire agreement between the parties and supersedes all prior and contemporaneous agreements, whether oral or written; this agreement shall not be modified unless done through a writing signed by both parties. Neither party may assign this agreement without the other's prior written consent. This agreement shall be construed neutrally, and for the mutual benefit of the parties, rather than for or against either party. The headings used herein are for convenience of reference only and are not substantive.

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| **CUSTOMER:** |  | **CONTRACTOR:** |
| Authorized Signature |  | Authorized Signature |
|  |  |  |
| Name and Title |  | Name and Title |

EXHIBIT 1

Exhibit 1 forms a part of and is incorporated into the Marine Services Agreement between Customer and Contractor dated 1 November 2021.

**Scope of Work**

The Contractor shall provide the services of Raymond Fortin (“Principal”) to act as Salvage Master/Project Manager on projects as directed by Customer (“Services”)

**Rates**

2021 Retainer: for November and December 2021 $10,000/month for Services by way of invoice from Contractor to Customer.

Annual Retainer: with effect from 1 January 2022 $120,000/year (“Annual Term”) paid out at $10,000/month for Services by way of invoice from Contractor to Customer.

Annual Retainer amounts to be offset against Services provided by Principal at the following agreed rates (“Service Costs”):

1. Paying project: $1250/day
2. Non-paying project deployed: $850/day
3. Non-paying project, not deployed, remote support, etc.: $75/hour

At such time that the submitted invoices for Service Costs exceeds the Annual Retainer for the Annual Term, Annual Retainer payments will cease for balance of the Annual Term and Service Cost invoices will continued to be processed as they are due.

Contractor undertakes to provide exclusive service and availability of Principal to Customer.

Contractor to maintain insurance coverage as required or may elect to sign on to Customers’ Salvage Crew insurance at out-of-pocket rates to be offset against Service Costs.

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| **CUSTOMER:** |  | **CONTRACTOR:** |
| Authorized Signature |  | Authorized Signature |