

CONSULTANCY AGREEMENT



THIS AGREEMENT is made as of 30 June 2024

BETWEEN:

ABC Maritime AG, a company incorporated in and under the laws of Switzerland and having its principal place of business located at 1 Rue Perdtemps, 1260 Nyon, Switzerland (hereinafter called the "Company"; and

SHYROKOV Oleksandr, Kosvennaya Str. 78A, App.49, 65091 Odessa, Ukraine. (hereinafter called the "Consultant");

each of the Company and the Consultant being hereunder also referred to as a "Party" and collectively as the "Parties" as the case may be.

1. HIRING

- 1.1 The Company shall hire the Consultant and the Consultant shall act for the Company on the terms and conditions set out in this Consultancy Agreement (hereunder also referred to as the "Agreement").
- 1.2 The Consultant shall be in charge of and fulfil the tasks of the following MISSION: MSQE Officer.

2. PERIOD OF CONSULTANCY

- 2.1 The Consultancy Agreement shall commence on 01 July 2021 and shall be terminated 31 December 2021, subject nevertheless to Clause 9 hereunder.
- 2.2 The period of consultancy can be extended by both parties mutually agreeing (e-mail).

3. DUTIES AND RESPONSIBILITIES

- 3.1 The Consultant is hired to perform the work outlined in the MISSION outlined in 1.2 and shall give all necessary advices and assistance on any matter in the scope of his duties.
- 3.2 When the MISSION requires co-ordination with other persons working for the Company (be it employees or third party mandated persons or entities), the Consultant shall make himself available as directed by the Company.
- 3.3 Upon request by the Company, the Consultant hereby undertakes to perform services and work in addition to the work outlined in MISSION.
- 3.4 The Consultant undertakes that he will in a professional and accurate manner and with all due diligence:
 - (a) Perform such duties and exercise such powers as are assigned to the Consultant;
 - (b) Do all other things in the ordinary course of the Consultancy Agreement which the Company reasonably considers necessary;
 - (c) Not to do anything which is or could be harmful to the Company, its affiliate(s), subsidiary(ies), partner(s) or customer(s) or to its/their related business.

4. REPORTING AND RELATIONSHIP

- 4.1 The Consultant shall report to and accept instructions from the Company's nominated persons. The Consultant shall upon reasonable notice make himself available at such place as the Company may require for the purpose of reporting and/or rendering services;
- 4.2 The Consultant shall report to the Company as outlined in the MISSION.

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5. FEES

- 5.1 The total monthly fee of USD 3'000.- is payable on the sixth day of the month following the month the Work has been performed pro-rata per month worked and payable against Time Sheets.
- 5.2 The Consultant shall submit time sheets and expense claims to the Company on the last day of the month. Timesheets and expense claims are subject to approval from the Consultant's supervisor.
- 5.3 The Consultant shall be reimbursed in full by the Company in respect of all expenses properly and reasonably incurred by him in connection with the performance of the duties under this Agreement, subject to submitting receipts and/or supporting documents the Company may require.
- 5.4 The Consultant will obtain the agreement of the Company before incurring other types of expenses and/or expenses in excess of the limits defined (travel, equipment).
- 5.5 It is the consultants responsibility to understand and adhere to Company policies.

6. TAXATION AND INSURANCE

- 6.1 The Consultant shall be liable for the payment of all personal taxation whether of an income or capital nature and any social security contributions to which he may be subject whether in his place of permanent residence or the place at which services are to be rendered.
- 6.2 The Consultant has to arrange at his own account and expense for any insurance he might require.

7. CONFIDENTIALITY

- 7.1 The Consultant shall at all times keep secret and confidential all information relating to the Company, its business, projects, finances and affairs or that of any of its subsidiary(ies) and/or affiliate(s) and the business, projects, finances and affairs of its / their partner(s) or customer(s) and shall not (except as authorised or required by his duties) use or disclose to any person any information which the Consultant acquires from the Company, its subsidiary(ies), affiliate(s), partner(s) or customer(s) in connection with or as a result of this Agreement or any information relating to the Work which arises out of the Consultant's services under this Agreement unless and until the Consultant establishes that such information in its entirety is or has become public knowledge otherwise than by unauthorised disclosure in breach of this clause.
- 7.2 The Consultant shall, on demand at any time and without demand on the termination of this Agreement for any reason whatsoever, forthwith return to the Company all records, reports, documents, drawings and other papers and all copies and extracts of them made or acquired by the Consultant in the course of the Work (hereunder the "Documents"); Parties hereby confirm their understanding that IP and Documents shall be and shall remain the property of the Company and may only be used for the purpose of the Work.
- 7.3 The Consultant will be held liable for damages resulting in his breaching Clause 7.

8. INTELLECTUAL PROPERTY RIGHTS

The Consultant shall communicate to the Company full details of all information which results from the Work (including any inventions or developments which are made or conceived by the Consultant) during the term of the Work or within six (6) months after its completion.

9. TERMINATION

The Consultancy Agreement may be terminated by either Party by giving five (5) working days notice to the other.

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10. NOTICES

Any notice to be served on either of the Parties by the other shall be in writing and sent by first class pre-paid letter, email or be delivered by hand (against receipt) to either of the following addresses:

For the Company:

ABC Maritime AG
Attn.: Mr. Stuart Bartle
1 Rue Perdtamps
1260 Nyon
Switzerland
Fax: +41 22 365 71 11
Email: sb@abcmaritime.ch

For the Consultant:

Mr. Oleksandr Shyrokov
Kosvennaya Str. 78A, App.49,
65091 Odessa, Ukraine
Email: riverventa@yandex.ru

11. NO PARTNERSHIP

The Parties are not partners or joint venturers nor is the Consultant an employee of the Company.

12. ASSIGNMENT

No Party under this Consultancy Agreement is entitled to assign and/or cede and/or sub-contract any of its right(s) and/or obligation(s) to any other person and/or entity without the prior written consent of the other Party.

13. VARIATION

No variation of this agreement or oral promise or commitment related to it shall be valid unless made in writing and duly signed by or on behalf of both the Consultant and the Company.

14. GOVERNING LAW AND JURISDICTION

14.1 This agreement shall be governed by and construed in accordance with the laws of Switzerland.

14.2 Any dispute arising under or pertaining to this Consultancy Agreement, including the validity, invalidity, breach or termination thereof, that the Parties are unable to resolve amicably shall be submitted to arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three. The seat of the arbitration shall be Geneva. The arbitral proceedings shall be conducted in English unless the Parties jointly agree to proceed in French.

The present Consultancy Agreement has been executed by the Parties hereto or their duly authorised representatives on the day and year first above written.

The present Consultancy Agreement supersede any written or verbal agreement previously made.

SIGNED for and on behalf of
ABC MARITIME AG by

Stuart Bartle
COO



Rue Perdtamps 1
CH 1260 Nyon
Switzerland

SIGNED by

Mr. Oleksandr Shyrokov