

Consultancy Terms and Conditions

All contracts and agreements the Consultant enters into for Marine Consultant and/or Supercargo Services shall be governed by these Terms and Conditions.

1. Definitions

1.1 In these Terms and Conditions:

- (a) "**Charges**" means the following:
 - (i) any amount as agreed in Section 5 of the Statement of Work;
 - (ii) any other amounts agreed in writing by the parties from; and
 - (iii) the daily rate specified in Section 5 of the Statement of Work multiplied by the total number days. The total number of days is the number of days from the time the Consultant departs his place of business, registered office, or any other location specified by the Consultant in order to perform Services and continues until Consultant returns to his place of business, registered office, or any other location specified by the Consultant after the completion of Services. The first day commences at the time the Consultant departs his place of business, registered office, or any other location specified by the Consultant in order to perform Services. Each day thereafter begins at subsequent 24 hour intervals after the Consultant departed his place of business, registered office, or any other location in order to perform Services. The total number of days is calculated in whole days and if any part of a day is occupied, a whole day is counted. However, if the Consultant returns to his place of business, registered office, or any other location specified by the Consultant after the completion of Services and less than 12 hours have elapsed in the day that the Consultant returns, one half day accrues instead of a whole day.
 - (iv) the daily rate specified for Waiting Time adjusted to a per hour basis in Section 5 of the Statement of Work multiplied by the Waiting time.
 - (v) Consulting fees as set forth in the Statement of Work.
- (b) "**Client**" means the person, persons, entity or entities identified as such in Section 1 of the Statement of Work;
- (c) "**Consultant**" means William Stuart Klapprott DBA Global Supercargoes USA (Instrument Number 2015038188) registered in Galveston County having its registered office at 2213 Lakewind Lane, League City, Texas, USA;
- (d) "**Contract**" or "**Agreement**" means the entire written contract or agreement between the Consultant and Client, which includes, the Statement of Work and these Terms and Conditions as well as any other documents properly incorporated under these Terms and Conditions.
- (d) "**Effective Date**" means the date and time specified in Section 3 of the Statement of Work;

- (e) "**Services**" means the consultancy services specified in Section 2 of the Statement of Work;
- (f) "**Statement of Work**" means a statement of work agreed by the parties and incorporating these Terms and Conditions by reference;
- (g) "**Term**" means the term of a Contract under these Terms and Conditions, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;
- (h) "**Waiting Time**" commences on the Effective Date and continues until such time the Consultant departs his place of business, registered office, or any other location in order to perform Services. Waiting Time includes, but is not limited to, any delays, stoppages or downtime caused by weather, commercial terms or restrictions imposed on the Client, cargo readiness or sample failure, congestion, port closure, scheduling, breakdown, or arrest. Waiting Time does not include any delays which are caused solely by the Consultant. Waiting Time is calculated hours.
- (i) "**Terms and Conditions**" means these Terms and Conditions, including any amendments to these Terms and Conditions.

2. Term

- 2.1 The Term for providing Services to which these Terms and Conditions shall commence on the Effective Date.
- 2.2 The Term for providing Services to which these Terms and Conditions apply shall continue until:
 - (a) all the Services have been completed; or
 - (b) the Services are terminated in accordance with Clause 8 of these Terms and Conditions.

Upon completion of the Term, the Contract will terminate automatically, subject to termination in accordance with Clause 8.

- 2.3 Unless the parties expressly agree in writing, each Statement of Work shall create a distinct, individual, and separate contract under these Terms and Conditions.

3. Services

- 3.1 The Consultant shall provide Services to the Client in accordance with the Statement of Work and these Terms and Conditions.

4. Charges

- 4.1 The Client shall pay the Charges to the Consultant in accordance with the Statement of Work and these Terms and Conditions.

5. Payments

- 5.1 The Consultant shall issue invoices for the Charges to the Client during the Term, on or after the first business day the Services are completed or at any other reasonable time as determined by the Consultant.
- 5.2 The Client must pay the Charges to the Consultant within of 30 days of the date of an invoice.
- 5.3 The Client must pay the Charges by bank transfer or cheque, using such payment details as are notified by the Consultant to the Client.
- 5.4 **Payment shall be made at the time specified by the Statement of Work or these Terms and Conditions. If timely payment is not made, the Consultant, in addition to his other legal rights, shall be entitled to charge interest on all overdue payments at the rate of 18% per year from the date of the invoice until paid. The interest charge, however, shall not exceed any applicable ceiling on interest which may be legally charged. In the event said interest rate does exceed the maximum rate chargeable by law, then the rate shall be deemed to be the maximum rate legally chargeable.**

6. Warranties

- 6.1 The Consultant warrants to the Client that:
 - (a) the Consultant has the legal right and authority to agree to these Terms and Conditions and to perform its obligations under these Terms and Conditions;
 - (b) the Consultant will provide Services in a good and workmanlike manner, giving advice and making recommendations that are in accordance with all applicable laws and regulations using the same degree of care, skill and prudence that would be customarily exercised for his own account, and in a manner he reasonably believes to be in the best interest of the Client. **Notwithstanding the foregoing, however, the parties expressly agree that the attainment of any specific results in operations or financial condition of the Company is the sole responsibility of the Company and that Consultant will not be responsible for the consequences of any advice given to the Company by Consultant. Consultant does not guarantee any results.**
- 6.2 The Client warrants to the Consultant that it has the legal right and authority to agree to these Terms and Conditions and to perform its obligations under these Terms and Conditions.
- 6.3 **All of the parties' warranties and representations in respect of the subject matter of these Terms and Conditions are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties, express or implied, or representations concerning the subject matter of these Terms and Conditions will be implied into these Terms and Conditions or any related contract.**

7. Limitations and exclusions of liability

- 7.1 Nothing in these Terms and Conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law.
- 7.2 The limitations and exclusions of liability set out in this Clause 7 and elsewhere in these Terms and Conditions:
- (a) are subject to Clause 7.1; and
 - (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- 7.3 The Consultant shall not be liable to the Client in respect of any loss of profits or anticipated savings.
- 7.4 The Consultant shall not be liable to the Client in respect of any loss of revenue or income.
- 7.5 The Client shall not be liable to the Consultant in respect of any loss of use or production.
- 7.6 The Consultant shall not be liable to the Client in respect of any loss of business, contracts or opportunities.
- 7.7 The Consultant shall not be liable to the Client in respect of any loss or corruption of any data, database or software.
- 7.8 The Consultant shall not be liable to the Client in respect of any special, indirect or consequential loss or damage.
- 7.9 **To the fullest extent permitted by law, and notwithstanding any other clause of this Contract, the total liability, in the aggregate, of the Consultant and subconsultants, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs, injuries or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Services or Contract from any cause or causes shall not exceed the total compensation received by the Consultant under this Contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.**

8. Termination

- 8.1 The Consultant may terminate a Contract at any time, with or without notice, if the Waiting Time exceeds 5 days. The Client shall pay Consultant for any Waiting Time that accrued prior to termination of the Contract in accordance with the Statement of Work and these Terms and Conditions.

- 8.2 Either party may terminate a Contract for any reason, other than Waiting Time, under these Terms and Conditions by giving to the other party at least 7 days' written notice of termination.
- 8.2 Either party may terminate a Contract under these Terms and Conditions immediately by giving written notice of termination to the other party if the other party commits a material breach of these Terms and Conditions.
- 8.3 Either party may terminate a Contract under these Terms and Conditions immediately by giving written notice of termination to the other party if:
- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under that contract;
 - (d) the other party is an individual:
 - (i) that other party dies;
 - (ii) as a result of illness or incapacity the other party becomes incapable of managing his or her own affairs; or
 - (iii) the other party is the subject of a bankruptcy petition or order.

8.4 Effects of termination

- (a) Upon the termination of a Contract under these Terms and Conditions, all of the provisions and clauses of that Contract shall cease to have effect, save that the following provisions and clauses of these Terms and Conditions shall survive and continue to have effect in accordance with their express terms or otherwise indefinitely: Clauses 1, 5.2, 5.3, 5.4, 7, 8, 9.2 and 11.
- (b) Notwithstanding clause 8.4(b), the termination of a Contract under these Terms and Conditions shall not affect the accrued rights of either party, including, but not limited, to Client's obligation to pay Consultant for Services rendered or waiting time incurred.

9. Status of Consultant

9.1 The Consultant is not an employee of the Client, but an independent contractor. In no way shall the Consultant be considered to be an agent, partner, or employee of the Client and, accordingly, Consultant will not be entitled to any benefits, coverages, or other privileges made available to employees of the Company. Consultant will only consult and render advice and will not undertake to commit the Client to any course of action in relation to third parties. The Client will retain the ultimate authority and responsibility over the overall policy, operation and assets of the Client, including but not limited to the sole authority to manage and supervise all operations of the Client.

9.2 The termination of a Contract in compliance with these Terms and Conditions will not constitute unfair dismissal; nor will the Consultant be entitled to any compensation payments, redundancy payments or similar payments upon the termination of a Contract under these Terms and Conditions.

10. Subcontracting

10.1 The Consultant may subcontract any of its obligations under a Contract under these Terms and Conditions, providing that the Consultant must give to the Client a written notice specifying the subcontracted obligations and identifying the subcontractor in question.

10.2 The Consultant shall remain responsible to the Client for the performance of any subcontracted obligations.

11. General

11.1 No breach of any clause of a Contract under these Terms and Conditions shall be waived except with the express written consent of the party not in breach.

11.2 If any clause of a Contract under these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other clauses of that Contract will continue in effect. If any unlawful and/or unenforceable clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant clause will be deemed to be deleted).

11.3 A Contract under these Terms and Conditions may not be varied except by a written document signed by or on behalf of each of the parties.

11.4 Neither party may, without the prior written consent of the other party, assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under these Terms and Conditions.

11.5 A Contract under these Terms and Conditions is made for the benefit of the parties, and is not intended to benefit any third party nor be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to a Contract under these Terms and Conditions are not subject to the consent of any third party.

11.6 Subject to Clause 10.1, a Statement of Work together with these Terms and Conditions shall constitute the entire agreement between the parties in relation to the subject matter of that Statement of Work, and shall supersede all previous agreements,

arrangements and understandings between the parties in respect of that subject matter.

11.7 **This Contract shall be governed by and interpreted in accordance with the laws of the State of Texas which are in force on the date of this Contract.**

11.8 **All actions or proceedings arising directly or indirectly or otherwise in connection with, out of, or related to or from this Contract shall be brought only in a State or Federal Court located in Harris County in the State of Texas. Client hereby consents and submits to the jurisdiction of such courts for the purpose of such actions or proceedings.**

11.9 **Attorney's Fees.** In the event of any litigation concerning any controversy, claim, or dispute between the parties to this Contract that arises out of or relates to this Contract or the breach or interpretation of it, the prevailing party will be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs incurred in the litigation or in the enforcement or collection of any judgment or award rendered in the litigation. The term "prevailing party" means the party determined by the court to have most nearly prevailed, even if the party did not prevail in all matters, and not necessarily the party in whose favor a judgment is rendered. If any party breaches this Contract, the breaching party will pay all the expenses, attorneys' fees, and costs incurred by the other party in connection with the breach, whether or not any litigation is commenced

12. Anti-bribery and corruption clause

12.1 The parties agree that in contemplation of, during and towards the performance of this Contract, they and their respective affiliates will and continue to comply with all applicable anti-bribery and corruption and anti-money laundering laws and regulations including but not limited to all the sanctions imposed by United Nations, United States of America, and European Union, namely;

(a) neither party shall enter into any direct or indirect agreements which purport to or actually benefit an entity or an individual which is prohibited pursuant to sanction provisions including but not limited to sanction provisions of the United Nations, United States of America, or the European Union;

(b) neither party shall offer, give or agree to give any person, or solicit, accept or agree to accept from any person, either directly or indirectly, anything of value in order to obtain, influence, induce or reward and improper advantage (the "**Anti-Corruption Obligations**").

12.2 The parties agree that:

(a) in the event of any breach of Clause 12.1, the party discovering such breach shall immediately notify, in writing, the other party with details of the nature of the breach;

(b) each party shall ensure and monitor compliance with the Anti-Corruption Obligations and their respective policies;

(c) each party shall make clear, in their dealings with third parties connected to this Contract, that either party and any related third party is required to act, in accordance with the Anti-Corruption Obligations; and,

(d) each party shall permit the other party to inspect, audit and make copies of any books and records relating to this Contract and compliance with the Anti-Corruption Obligations.

12.3 Each party shall have the right to terminate this Contract with immediate effect if they reasonably believe in good faith that the other party breached in any material respect any of the requirements set out in this clause 12.

12.4 For the avoidance of doubt, the Anti-Corruption Obligations include the giving or receiving of Facilitation Payments. For the purpose of this clause, a Facilitation Payment means a payment of money, goods or other things of material value to any public official or other individual in a similar position of authority or influence in any country for the purpose of expediting or securing the performance of a routine service or action which the public official ordinarily performs. This definition applies even where the payment or other benefit is nominal in amount.

13. **Notification**

13.1 All notices, requests, demands, payments, and other communications made pursuant to this Contract shall be in writing and shall be deemed properly given if hand delivered, sent by mail, telegraph, or overnight courier service, or if transmitted by telecopy, or electronic transmission (e-mail) to the parties to this Contract. Any such notice will be deemed to have been delivered on the date of delivery if hand delivered, upon receipt if transmitted by telecopy or similar service, or as of three days after depositing such notice with the United States postal service if sent by mail.

14. **INDEMNIFICATION**

14.1 **Client agrees to protect, indemnify, hold harmless and defend Consultant, its subconsultants, its employees and officers, agents, representatives, or heirs from and against any and all liabilities, judgments, demands, claims, fines, penalties, damages, forfeitures and suits, together with reasonable attorneys' fees and witness fees and other costs and expenses of defense and settlement, which Consultant may incur, become responsible for, or pay out as a result of death or bodily injury or threat thereof to any person, destruction or damage to any property, contamination, adverse effects on the natural environment, any violation of local, state or federal laws, regulations or orders, or any applicable foreign laws, or any other damages claimed by third parties caused by the Client's negligence.**

Consultant agrees to protect, indemnify, hold harmless and defend Client, its employees and officers, agents, representatives, or heirs from and against any and all liabilities, judgments, demands, claims, fines, penalties, damages, forfeitures and

suits, together with reasonable attorneys' fees and witness fees and other costs and expenses of defense and settlement, which Client may incur, become responsible for, or pay out as a result of death or bodily injury or threat thereof to any person, destruction or damage to any property, contamination, adverse effects on the natural environment, any violation of local, state or federal laws, regulations or orders, or any applicable foreign laws, or any other damages claimed by third parties caused by the Consultant's' negligent acts in performance of professional Services under this Contract and that of its subconsultants.

15. Confidentiality

15.1 As used in this Contract, the term "Confidential Information" means all confidential and proprietary information related to the business, products, or sales of the Client and its affiliates and customers, including without limitation any inventions, discoveries, works in progress, trade secrets, reports, investigations, experiments, research, knowhow, techniques, processes, manuals, codes, software, computer applications and programs, disks, tapes, data sheets, files, records, documents, drawings, sketches, designs, plans, proposals, marketing and sales programs, customer lists, customer mailing lists, supplier lists, financial projections, cost summaries, pricing and other formulas and all information derived from or related thereto as well as all other concepts, ideas, materials, or information prepared or performed for or by the Client and its affiliates and customers. All such information will be Confidential Information whether furnished to Consultant by the Client or its affiliates or customers or whether made, conceived, developed, prepared, or acquired by Consultant alone or in conjunction with others during the Term of this Contract or at any other point during which Consultant rendered Services to the Client. Confidential Information will not include information (a) which is or becomes publicly published in any written documents or otherwise has become a part of the public domain through no act of Consultant, or (b) which Consultant can establish was already in his possession and not the subject of any secrecy obligation at the time Consultant encountered the information in the course of, or incident to, his engagement by the Client.

16. Force Majeure

16.1 Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Contract, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Consultant or its suppliers, that prevent Consultant from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite

such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Contract.