

This Agreement is entered into as of Aug4 2022 to End Sep 2022 between

Louis Marchandise Tonnara del Secco SARL ("The Client").

And Robert Dunn Hotel Equipment Services, 51 Rue Des Jars 17000 La Rochelle France ("The Consultant").

Subject to the terms and conditions of this Agreement, the Client hereby engages the Consultant as an independent consultant to perform the services set forth herein, and the Consultant hereby accepts such engagement.

Duties and Term: The Consultant's duties, term of engagement, compensation, and provisions for payment thereof shall be as set forth in Appendix 1 - Robert Dunn Services Fee August 2022 Ver4.pdf previously provided to the Client's representative, by the Consultant and which is attached. This services may be amended in writing from time to time or supplemented if terms and fee agreed between Consultant and Client.

- The scope of the service ie 'OS&E Price Estimate and FF&E Budget Estimate' are outlined in Appendix 2 . The delivery date of work will be end September 2022.
- The fee proposal is support services , but does not include procurement or supply of OS&E FF&E and associated project costs such as, but not limited to, installation contractors, freight forwarding contractors, warehousing, import duties, insurance, freight, clearing and local handling fees or travel expenses – all of which are to be paid for by the Client. It does not include placing purchase orders or paying the supplier invoices.
- All goods and services are to be paid for in full by the Client, in accordance with the negotiated supplier payment terms (agreed with Client).
- The price and budget estimates will correspond to contract quality standards for commercial hotel use, befitting the standards and service level of the property. Robert Dunn accepts no liability, and provides no warranty, for any items, during the scope of the project or thereafter nor does Robert Dunn accept any liability or penalties in the case of non-performance or delays by suppliers; subsequent liquidated damages are solely attributable to the responsible supplier. All payments of Robert Dunn's invoices will be subject to the terms of this proposal and will not be conditional on deliveries.
- Standards are as appropriate for a five star hotel.
- Reimbursable expenses: During the term of this Agreement, the Consultant shall bill and the Client shall reimburse him/her for all reasonable and approved out-of-pocket expenses that are incurred in connection with the performance of the duties hereunder. This includes telephone bills relating to the project, PL insurance if required, travel, accommodation, samples.
- **[Optional:** Notwithstanding the foregoing, expenses for the time spent by the Consultant in traveling to and from Client facilities shall not be reimbursable.]

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Written Reports: The Consultant will provide reports on pdf and or excel files

Confidentiality: The Consultant acknowledges that during the engagement he/she will have access to and become acquainted with confidential information used by the Client in connection with the operation of its business including, without limitation, specifications, the Client's business and product processes, methods, customer lists, accounts, and procedures.

The Consultant agrees that he/she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Client.

All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Client, whether prepared by the Consultant or otherwise coming into his/her possession, shall remain the exclusive property of the Client. The Consultant further agrees that he/she will not disclose his/her retention as an independent consultant or the terms of this Agreement to any person without the prior written consent of the Client and shall at all times preserve the confidential nature of his/her relationship to the Client and of the services hereunder.

- Conditions Relating To Reports Every reasonable precaution will be taken by the consultant in relation to the lists and reports to ensure accuracy, and appropriate quality. In no event will the Consultant be liable for direct, indirect, special, incidental or consequential damages resulting from an omission in any documentation or a defect in the reports or late/non delivery caused by events outside of his control (unforeseen items (e.g. supplier issues, supplier failure, industrial strike, transport problems, operators delay, force majeure). Unforeseen items include any supply chain issues that might be caused by corona virus (covid-19)
- The information or products procured by Robert Dunn can never lead to rights or claims against Robert Dunn.
- The consultant will only solicit supply lead times at the time of tendering. The Consultant does not guarantee the lead times but will progress and expedite the delivery to the best of his ability.
- Private On site office facilities are required by consultant (or consultants representative) when working onsite with high speed internet facilities.
- Conflicts of Interest: During the term of this agreement, the Consultant shall devote as much of his/her productive time, energy, and abilities to the performance of his/her duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Consultant is expressly free to perform services for other parties while performing services for the Client.
- For a period of six months following any termination, the Consultant shall not, directly or indirectly, hire, solicit, or encourage to leave the Client's employment, any employee, consultant, or consultant of the Client or hire any such employee, consultant, or consultant who has left the Client employment or contractual engagement within six months of such employment or engagement
- Termination: Either party may terminate this Agreement at any time by 30 working days' written notice to the other party. In addition, if the Consultant is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Client, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Client

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at any time may terminate the engagement of the Consultant immediately and without prior written notice to the Consultant.

In the situation where the Client terminates the consultants contract early the full fee will be due and paid by the Client.

- **Independent Consultant:** This Agreement shall not render the Consultant an employee, partner, agent of, or joint venture with the Client for any purpose. The Consultant is and will remain an independent consultant in his/her relationship to the Client.

Client shall not be responsible for withholding taxes with respect to the Consultant's compensation hereunder. The Consultant shall have no claim against the Client hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

- **Consultants Representative:** The Consultant may from time to time be represented by his associate.
- **Insurance:** The Consultant does not carry liability insurance relative to any service that he/she performs for the Client. If this is required then Client to advise The Consultant. An additional charge will be made by the Consultant to cover this cost.
- **Successors and Assigns:** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
- **Choice of Law:** English Law shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.
- **Arbitration:** Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in UK in accordance with the rules of an independent Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
- **Headings:** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
- **Waiver:** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
- **Assignment:** The Consultant shall not assign any of his/her rights under this Agreement, or delegate the performance of any of his/her duties hereunder, without the prior written consent of the Client.
- **Notices:** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served or if deposited in the UK mail. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the UK mail addressed to the party to whom such notice, demand, or other communication is to be given as follows:

If to the Consultant: Robert Dunn, Hotel Equipment Services, 51 Rue Des Jars 17000 La Rochelle France

If to the Client: Company Tonnara del Secco SARL Owner: Louis Marchandise



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Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

**Duties and term**

**DUTIES:** The Consultant will provide the following services :

See Robert Dunn Appendix 1 and Appendix 2

Appendix 1 should be signed by Client

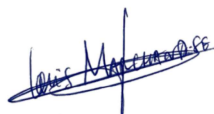
Consultant will report directly to Client’s representative [and to any other party designated by Client in connection with the performance of the duties under this Agreement].

**TERM:** This engagement shall commence 1 Aug 2022 upon execution of this Agreement and shall continue in full force and effect till 1 October 2022. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

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1. Modification or Amendment: No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
  2. Entire Understanding: This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
  3. Unenforceability of Provisions: If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures **shall be as effective as if originals**

**Client** Company Tonnara del Secco SARL  
Owner: Louis Marchandise



Consultant

Robert Dunn 51 Rue des Jars, La Rochelle, 17000 France +33 (0)627336130

