



SUB-CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This is an agreement dated and effective this 27th day of December, 2016 by and between Raymond Camarda, Camarda & Associates, LLC, at 119 Powder Mill Road, Morris Plains, NJ 07950-1419 (hereafter “Sub-Consultant” and Maritime Transport and Logistics Advisors, LLC, a Florida limited liability company having an office at 1717 S. Ocean Blvd., #21, Lauderdale by the Sea, FL 33062 (hereinafter “MTLA”).

RECITALS

Whereas, MTLA desires the services of Sub-Consultant for purposes of assisting in providing input from time to time, for various projects that MTLA is considering or under Contract,

Whereas, Sub-Consultant, is willing and able to provide such services to MTLA; and

Now, therefore, in consideration of the covenants, promises, and considerations set forth herein, the parties agree as follows:

ARTICLE 1. TERMS OF PAYMENT

MTLA agrees to pay SUB-CONSULTANT for services performed no later than 10 days from the receipt of each payment MTLA receives from Client. Any delay or postponement from the above referenced time may occur only for good cause.

Payment will be made by MTLA to SUB-CONSULTANT on a pre-agreed, fixed price basis. Pre-approved Travel, and expense, incurred, if required by the client, in the performance of this agreement shall be reimbursed at cost. SUB-CONSULTANT shall provide monthly invoices to MTLA for services performed hereunder.

ARTICLE 2. OBLIGATIONS OF SUB-CONSULTANT

2.1 Independent Contractor

SUB-CONSULTANT is an independent contractor or corporation and will maintain complete control of and responsibility for its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to designate SUB-CONSULTANT as the employee, representative, or agent of MTLA or its affiliates, subsidiaries or partners. Nothing contained in this Agreement will create any contractual relationship between MTLA’s Client and SUB-CONSULTANT.

2.2 Lower Tier Subcontractors

2.2.1 The names of any proposed or existing subcontractors to SUB-CONSULTANT who will perform a portion of the services required hereunder (Lower Tier Subcontractor) must be submitted to and approved in advance in writing by MTLA.

2.2.2 Neither this Agreement nor any Lower Tier Subcontract will create any contractual relationship between any Lower Tier Subcontractor and MTLA, nor any liability of MTLA to any Lower Tier Subcontractor.

2.3 Performance

The specific hours to be provided by SUB-CONSULTANT on-site shall be determined by MTLA. The specific hours to be provided by SUB-CONSULTANT off-site shall be determined by SUB-CONSULTANT. In either case, MTLA will rely on SUB-CONSULTANT to work as many hours as may be reasonably necessary to provide the services required hereunder but subject to prior approval from MTLA. The standard of care applicable to SUB-Consultant's services will be the degree of skill and diligence normally employed by others performing the same or similar services.

2.4 (Intentionally left blank) **Does not apply**

2.5 Codes, Laws, and Regulations

SUB-CONSULTANT will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

2.6 Suspension of Services

SUB-CONSULTANT will, upon written notice from MTLA, suspend, delay, or interrupt all or a part of the Scope of Services. In such event, MTLA shall pay SUB-CONSULTANT for work performed up to the date of suspension when payment received from MTLA's client. In such event, SUB-CONSULTANT will resume the Scope of Services upon written notice from MTLA, and an extension of time and/or an equitable adjustment in compensation, if appropriate, will be mutually agreed upon.

ARTICLE 3. OBLIGATIONS OF MTLA

3.1 Timely Review

MTLA will examine SUB-CONSULTANT's studies, reports, proposals, and other project-related documents in a timely manner.

3.2 Prompt Notice

MTLA will give written notice to SUB-CONSULTANT whenever MTLA observes or becomes aware of any development that affects the scope or timing of SUB-CONSULTANT's services, or any defect in the services of SUB-CONSULTANT.

3.3 Furnished Data

MTLA may provide SUB-CONSULTANT technical data in its possession, including, but not limited to, previous reports, maps, surveys, studies, and other information relating to SUB-CONSULTANT's services

hereunder. SUB-CONSULTANT may reasonably rely upon the accuracy of the information provided by MTLA.

ARTICLE 4. GENERAL LEGAL PROVISIONS

4.1 Confidential Information

Sub-Consultant acknowledges that, in the course of performing its duties hereunder, it may obtain information relating to MTLA's Client, which the Client has designated as confidential ("Confidential Information"). Sub-Consultant shall hold at all times, both during the term of this agreement and at all times thereafter, such Confidential Information in the strictest confidence, and shall not use such Confidential Information for any purpose, other than as may be reasonably necessary for the performance of its duties pursuant to this agreement, without the Client's prior written consent. Sub-Consultant shall not disclose any Confidential Information to any person or entity, other than to sub-Consultant's employees or consultants as may be reasonably necessary for purposes of performing its duties hereunder, without the Client's prior written consent. The foregoing notwithstanding, the term "Confidential Information" shall not include information which (i) becomes generally available to the public, other than as a result of a breach hereof, (ii) was available on a non-confidential basis prior to its disclosure to sub-Consultant by the Client, or (iii) becomes available to Sub-Consultant on a non-confidential basis from a source other than the Client, provided that such source is not bound by a confidentiality agreement with respect to such information. The foregoing notwithstanding, Sub-Consultant may disclose Confidential Information to the extent required by law or regulation, including but not limited to court orders, subpoenas, civil investigative demands and interrogatories.

4.2 Proprietary Information

Copies of documents, files, and other materials collected and/or created in connection with the services by SUB-CONSULTANT shall be provided to MTLA upon completion of the services or upon termination of this Agreement whichever occurs first. MTLA may retain one (1) copy of those documents it deems necessary to preserve its archival, legal, or insurance rights. Nothing in this section shall be construed to impair in any way SUB-CONSULTANT's ownership of documents, files, and other materials collected and/or created in connection with the services. MTLA agrees not to use documents, files, and other materials collected and/or created in connection with the services by SUB-CONSULTANT for its own use or for any purpose except to carry out the services required hereunder.

4.3 Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

4.4 Waivers

No waiver by either party of any default by the other party in the performance of any provision of this Agreement will operate or be construed as a waiver of any future default, whether like or different in character.

4.5 Force Majeure

Neither party to this Agreement will be liable to the other party for delays in performing the services required hereunder, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause

beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. MTLA will adjust the schedule and compensation under this Agreement to the extent that MTLA's schedule and compensation are equitably adjusted by Client.

4.6 No Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than SUB-CONSULTANT and MTLA and has no third-party beneficiaries.

4.7 Jurisdiction

The validity and interpretation of this Agreement shall be governed by the laws of the State of Florida, without regard to conflicts of law principles. All disputes which arise in connection with this Agreement shall be resolved by the courts of Broward County, Florida (or the federal court otherwise having territorial jurisdiction over such county and subject matter over the dispute).

4.8 Severability and Survival

If any of the provisions contained in this Agreement are held invalid, illegal, or unenforceable, the enforceability of the other remaining provisions shall not be impaired. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.

4.9 Termination

This Agreement may be terminated by either party hereto upon receipt of fifteen (15) days' written notification by certified mail from one party to the other. In the event of such termination of this Agreement by MTLA, SUB-CONSULTANT agrees to stop all work on the Project, upon effective date of such termination. If this Agreement in whole or in part is terminated, then SUB-CONSULTANT will be entitled to compensation for services performed up to the date of termination. Upon termination, the SUB-CONSULTANT shall deliver legible copies of all completed or partially completed work products required hereunder.

4.10 Liability

Both parties agree that due to the lack of foreseeability of terrorist or criminal events, particularly in light of the attacks of September 11, 2001, that in no event shall SUB-CONSULTANT, its employees, subcontractors, or agents be liable for special or consequential damages, in either contract or tort, whether or not the possibility of such damages has been disclosed to MTLA in advance or could have been reasonably foreseen by SUB-CONSULTANT and, in the event this limitation of damages is held unenforceable, then the parties agree that by reason of the difficulty in foreseeing possible damages, all liability of SUB-CONSULTANT its employees, subcontractors, or agents shall not exceed the gross value of services provided under this Agreement, or \$100,000.00, whichever is greater, as liquidated damages and not as penalty.

4.11 Indemnification

SUB-CONSULTANT shall indemnify and hold harmless MTLA from any civil penalties, losses, claims, and causes of action which result from or arise out of the negligence, willful misconduct, or breach of this Agreement or any of its provisions, by SUB-CONSULTANT, its employees, subcontractors, or agents. MTLA shall indemnify and hold harmless SUB-CONSULTANT, from any civil penalties, losses, claims, and causes of action which result from or arise out of the negligence, willful misconduct, or breach of this Agreement or any of its provisions, by MTLA, its employees, subcontractors, or agents.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the day and year first set forth above.

Maritime Transport & Logistics Advisors, LLC

By: _____

Mark Yonge, Managing Member

Date: _____

By: _____

Raymond Camarda

Date: _____