

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

MIRAYINT CRUISE MANAGEMENT LTD.  
and LIFE AT SEA CRUISES, INC.,

Case No.

Plaintiffs,

v.

MIKAEL S. PETTERSON,  
also known as  
MIKAEL S. PETTERSSON,  
FOURNEAU INTERNATIONAL LLC,  
and FOURNEAU MANAGEMENT LLC,

Defendants.

\_\_\_\_\_ /

**COMPLAINT**

COME NOW Plaintiffs, by and through their undersigned counsel, and sue Defendants as follows:

**JURISDICTION AND VENUE**

1. This is an action for damages and other relief in excess of \$50,000, exclusive of interest, attorneys' fees and costs.
2. All conditions precedent to the filing of this action, if any, have been performed, have occurred, or have been waived.
3. Venue is in this Court as shown below.

**PARTIES**

4. Plaintiff MIRAYINT CRUISE MANAGEMENT LTD is a foreign Company.
5. Plaintiff LIFE AT SEA CRUISES, INC., is a Florida Corporation with principal address and place of business in Broward County, Florida.

6. Defendant MIKAEL S. PETERSON, also known as MIKAEL S. PETERSSON, is a resident of Broward County, Florida.

7. Defendant FOURNEAU INTERNATIONAL LLC is a Florida Limited Liability Company with principal address and place of business in Broward County, Florida.

8. Defendant FOURNEAU MANAGEMENT LLC is a Florida Limited Liability Company with principal address and place of business in Broward County, Florida.

### **GENERAL ALLEGATIONS**

9. Effective on December 1, 2022, MIRAYINT CRUISE MANAGEMENT LTD. and FOURNEAU INTERNATIONAL LIMITED entered into the CONSULTING SERVICES AGREEMENT attached hereto as part of Exhibit 1.

10. By its own terms, the CONSULTING SERVICES AGREEMENT terminated on February 28, 2023.

11. At the time of execution of the CONSULTING SERVICES AGREEMENT, MIKAEL S. PETERSON acted as a principal or authorized agent of FOURNEAU INTERNATIONAL LIMITED.

12. On February 27, 2023, one day before the termination date of the CONSULTING SERVICES AGREEMENT, MIKAEL S. PETERSON incorporated in Florida FOURNEAU INTERNATIONAL LLC.

13. On April 12, 2023, MIKAEL S. PETERSON incorporated in Florida FOURNEAU MANAGEMENT LLC.

14. On January 30, 2023, LIFE AT SEA CRUISES, INC., was incorporated in Florida by Vedat Ugurlu, the principal of MIRAYINT CRUISE MANAGEMENT LTD., to conduct cruise ship business related to MIRAYINT CRUISE MANAGEMENT LTD.

15. On April 17, 2023, LIFE AT SEA CRUISES, INC., registered in Florida as its owner the trademark LIFE AT SEA CRUISES.

### **COUNT 1: CONVERSION**

16. Paragraphs 1-15 are alleged herein.

17. Defendant MIKAEL S. PETERSON, directly and acting through the other Defendants, has converted to Defendants' own use property of Plaintiffs consisting of money, intellectual property, confidential business information, trade secrets, and trademark as detailed in the letter attached hereto as Exhibit 1 and fully restated herein

18. By the said letter attached hereto as Exhibit 1, Plaintiffs have demanded the return of the property and Defendants have failed and refused to do so.

19. The conversion has caused damages to Plaintiffs.

20. Plaintiffs have suffered irreparable injuries because of the conversion, the remedies available at law, such as monetary damages, are inadequate to compensate for the injuries, considering the balance of hardships between Plaintiffs and Defendants a remedy in equity is warranted, and the public interest would not be disserved by a permanent injunction.

21. Plaintiffs have retained the undersigned counsel's law firm to represent them in this action and have become obligated to pay attorneys' fees, and have incurred and will incur costs for this litigation.

**WHEREFORE,** Plaintiffs demand judgment for damages against Defendants, or in the alternative, a permanent injunction against the conversion, and any other relief as may be just and proper.

**COUNT 2: DEFAMATION**

22. Paragraphs 1-15 are alleged herein.

23. Defendant MIKAEL S. PETERSON, directly and acting through the other Defendants, has published false and defamatory statements about Plaintiffs that he knew to be false, or negligently with reckless disregard as to their truth or falsity, and has done so with the malicious intent of harming Plaintiffs, as detailed in the letter attached hereto as Exhibit 1 and fully restated herein.

24. By the said letter attached hereto as Exhibit 1, Plaintiffs have demanded that Defendants cease and desist from the defamatory conduct and Defendants have failed and refused to do so.

25. The defamation has caused damages to Plaintiffs.

26. Plaintiffs have suffered irreparable injuries because of the defamation, the remedies available at law, such as monetary damages, are inadequate to compensate for the injuries, considering the balance of hardships between Plaintiffs and Defendants a remedy in equity is warranted, and the public interest would not be disserved by a permanent injunction.

27. Plaintiffs have retained the undersigned counsel's law firm to represent them in this action and have become obligated to pay attorneys' fees, and have incurred and will incur costs for this litigation.

**WHEREFORE,** Plaintiffs demand judgment for damages against Defendants, or in the alternative, a permanent injunction against the defamation, and any other relief as may be just and proper.

**COUNT 3: TORTIOUS INTERFERENCE  
WITH ADVANTAGEOUS BUSINESS RELATIONSHIPS**

28. Paragraphs 1-15 are alleged herein.

29. Defendant MIKAEL S. PETERSON, directly and acting through the other Defendants, has tortiously interfered with advantageous business relationships of Plaintiffs as detailed in the letter attached hereto as Exhibit 1 and fully restated herein.

30. By the said letter attached hereto as Exhibit 1, Plaintiffs have demanded that Defendants cease and desist from the tortious conduct and Defendants have failed and refused to do so.

31. The tortious conduct has caused damages to Plaintiffs.

32. Plaintiffs have suffered irreparable injuries because of the tort, the remedies available at law, such as monetary damages, are inadequate to compensate for the injuries, considering the balance of hardships between Plaintiffs and Defendants a remedy in equity is warranted, and the public interest would not be disserved by a permanent injunction.

33. Plaintiffs have retained the undersigned counsel's law firm to represent them in this action and have become obligated to pay attorneys' fees, and have incurred and will incur costs for this litigation.

**WHEREFORE,** Plaintiffs demand judgment for damages against Defendants, or in the alternative, a permanent injunction against the tort, and any other relief as may be just and proper.

**COUNT 4: TRADEMARK INFRINGEMENT**

34. Paragraphs 1-15 are alleged herein.

35. Defendant MIKAEL S. PETERSON, directly and acting through the other Defendants, has infringed on the trademark name LIFE AT SEA CRUISES, using it as if he was the owner of the same, as detailed in the letter attached hereto as Exhibit 1 and fully restated herein.

36. By the said letter attached hereto as Exhibit 1, Plaintiffs have demanded that Defendants cease and desist from the infringement and Defendants have failed and refused to do so.

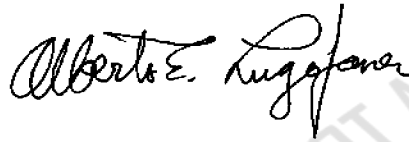
37. The infringement has caused damages to Plaintiffs.

38. Pursuant to Florida Statutes Chapter 495, and specifically Florida Statutes Section 495.141, Plaintiffs are entitled to injunctive relief against the infringement, the destruction of the infringing material, three times the actual damages caused by the infringement, costs and attorneys' fees.

39. Plaintiffs have retained the undersigned counsel's law firm to represent them in this action and have become obligated to pay attorneys' fees, and have incurred and will incur costs for this litigation.

**WHEREFORE,** Plaintiffs demand injunctive relief and judgment for damages against Defendants, costs and attorneys' fees, and any other relief as may be just and proper.

**I HEREBY CERTIFY** that this document was e-filed today through the Florida Courts E-Filing Portal, which will serve the same on all counsel of record.

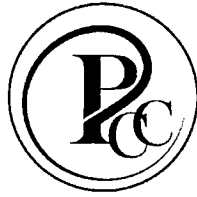


June 6, 2023

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privatecorporatcounsel.com  
PCC File No. 4952-2  
**Counsel for Plaintiff**

## EXHIBIT 1 TO COMPLAINT

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY  
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NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY



# Private Corporate Counsel

May 23, 2023

Gema M. Pinon Lopez, Esq.  
4100 Salzedo St., Apt. 714  
Coral Gables, Florida 33146-1754  
Via Email Only: [gemaluisa1@gmail.com](mailto:gemaluisa1@gmail.com)

**Demand to Cease and Desist from Use of Miray Intellectual Property, Making Defamatory Statements against Miray, and Tortuously Interfering with Miray's Business and Contractual Relationships, and Litigation Hold: Preservation of Evidence**

RE: **Miray Cruises/Life at Sea Cruises vs. Fournau/Mikael Petterson; PCC File No. 4952-2**

Dear Ms. Pinon Lopez:

**On behalf of Miray Cruises<sup>1</sup> and its Life at Sea Cruises project and company, we hereby demand that your client, Mikael Petterson, his businesses and colleagues cease and desist from using Miray's intellectual property, defaming Miray and tortuously interfering with Miray's business relationships and contracts, including with its vendors, suppliers, customers and workers. Failure to cease and desist from their behavior will force our client to file suit against Mr. Petterson, his companies and co-conspirators.**

As you know, our Firm represents Miray Cruises, including its Life at Sea Cruises company and project (hereinafter collectively referred to as "Miray"). As you also know, your client, Mikael Petterson, through his companies, Fournau International Limited, a Mauritius formed company (hereinafter "Fournau Mauritius") and Fournau International, LLC, a Florida formed company (hereinafter "Fournau Florida")<sup>2</sup> worked as a consultant to Miray.

The consulting arrangement between our respective clients began pursuant to a Consulting Service Agreement dated December 1, 2022 between Mirayint Cruises Management, Ltd. (a Turkish company) and Fournau Mauritius to work on Miray's

<sup>1</sup> As used herein, "Miray Cruises" refers to Mirayint Cruises Management, Ltd. and related and affiliated companies.

<sup>2</sup> At times herein Fournau Mauritius and Fournau are collectively referred to as "Fournau" and Fournau and Mr. Petterson are collectively referred to as "Consultants."

Life at Sea Cruises project. A copy of the agreement is enclosed for your easy reference. This agreement expired by its own terms on February 28, 2023. Thereafter, Mr. Petterson continued to provide the services contemplated by the agreement using Fourneau Florida as his business entity and Miray paid Fourneau Florida for services rendered. In addition, throughout the project Miray forwarded costs and expenses to Consultants. For all intensive purposes, after the expiration of the written consulting agreement, the Parties continued to work under the terms of the written consulting agreement, with little agreed upon deviation. The difference was that Mr. Peterson invoiced Miray from Fourneau Florida and Miray paid Fourneau Florida.

Throughout the Parties' business relationship, Consultants have been engaging in activities, which are not in accordance with the consulting agreement or any agreement between the Parties. For example, Consultants were invoicing Miray for additional people (Kathy, Kari, Robert, Angela, Marc, etc...) that were not requested or approved, knowing that Consultants workers were to be paid out of the Consultants' commissions. In addition, Consultants were usurping Miray's intellectual property, user names and passwords for programs and on-line platforms and blocking Miray's access to them, including Hub Spot, Circle, Aircall, Mobipaid, SMS Sakari, Yumpu, Zoom, Bamboo HR, Google Ads, PandaDoc, and Upwork.

Under the terms of the consulting agreement, it is clear that the Life and Sea Cruises project, including all of the intellectual properties, trade secrets, etc... developed for the project are owned by Miray, including all of the work done by Consultants. Therefore, it is undisputed that Consultants were not permitted to disclose the intellectual property, trade secrets, etc... to any of Miray's competitors, and Consultants were specifically prohibited from attempting to sell the concept and project to anyone else. Unfortunately, this is exactly what Consultants, and specifically Mr. Petterson did. On March 7, 2023 he sent the following email to Olavs Zvinelis, the CEO of Victoria Cruises, specifically seeking to sell Miray's intellectual property, in clear violation of Consultants duties and obligations to Miray:

Life at Sea Cruises



Mikael Petterson <mikepetterson@yahoo.com>  
Címzett: Olavs Zvinelis CEO: Victoria Cruises

Valasz : Valasz mindenkinek : Tovabbítás : ...  
Sz: 2023. 03. 07. 15:25

42 üzenetre válaszolt: 2023. 03. 07. 15:25.

Olavs/Marcell

As you can probably see, we launched LifeatSeacruises.com on Wednesday and without another lead already have the leads to sell out by the end of the month. We actually have enough leads to fill our ship and yours. let me know if you want to discuss a potential solution. Obviously, we cant do 3% at this point given our marketing spend, but a 10% number is not out of the question. we are already out of balconies and could send them your way...

Best regards,  
Mikael

The relationship between Consultants and Miray deteriorated because of the Consultants' actions. Although Miray tried tirelessly to work with Consultants

amicably to find a resolution to the discord, Consultants refused to meet individually or with counsel to address the issues so that they can get back on the right track. As you know, I sent you the following email:

**From:** Tee Persad  
**Sent:** Wednesday, May 17, 2023 3:44 PM  
**To:** 'gemaluisa1@gmail.com' <gemaluisa1@gmail.com>  
**Subject:** 4952-1; Miray Cruises/Life at Sea Cruises and Fourneau/Mikael Petterson

Good afternoon Ms. Pinon,

I called you this afternoon and left you a voice mail. As indicated in my voice mail, I have been retained by Miray Cruises to help facilitate a discussion and the working relationship with Fourneau/Mikael Petterson regarding the Life at Sea Cruises project. I understand that you represent Fourneau/Mikael Petterson, and related parties.

I have reviewed the Power Point presentation prepared by Mr. Petterson titled "Contract Discussion with Fourneau," and the Consulting Services Agreement between the parties, which expired at the end of February. I also understand that the parties have been working in line with the terms of the Consulting Service Agreement since March.

Due to the time sensitive nature of the project, I recommend that we help the parties facilitate a Zoom conference this evening to help the parties get clarity on the issues to be addressed, and set the ground rules for working together to address the issues, so that the project can proceed. After tonight's conference, we should shoot for facilitating a follow up conference tomorrow to collaboratively address and resolve the issues, after all parties have had the opportunity to digest the issues and formulate their thoughts on how best to address them.

Please confer with your clients and let me know what time this evening is best. I can be available from 7 p.m. and will be able to stay on the call as long as it takes to get this done. Once we agree on a time, I will send the Zoom protocols.

Thank you and I look forward to working with you.

Tee

Unfortunately, even after this attempt, Consultants refused to meet to address the issues and try to repair the working relationship. Instead, Consultants continued to engage in nefarious conduct designed to coerce Miray, keep Miray in the dark, and control the project, while Consultants shopped the project around to Miray's competitors. Despite Consultants' actions, Miray continued to work with them in good faith and proposed solutions to the issues, but Consultants continued the same behavior and started to cut off communications with Miray. This forced Miray to work on exercising its rights to obtain the protocols to its programs and on-line platforms, including getting control of Hub Spot. Upon Consultants discovery that Miray had re-obtained control of Hub Spot, Mr. Peterson became even more aggressive and belligerent, and threatened Miray with direct threats of sabotage. He then abruptly terminated Consultants relationship with Miray and began a campaign to defame Miray and its principal, leadership and workers, and to

sabotage the Life at Sea Cruise project. Consultants, including Mr. Peterson, aggressive and ruthless attacks included, among other things, the following:

1. Misrepresenting the status of the Life at Sea Cruise project to Miray's customers;
2. Misrepresenting to Miray's customers that Miray is not acting financially responsible;
3. Misrepresenting Miray's capabilities to Miray's customers;
4. Posting harmful and untrue comments against Miray, including:
  - Stating that Miray denied them access to see the engine room on Gemini;
  - Stating Miray refused to answer questions on where the money will be kept;
  - Stating that Miray has not provided the status of the FMC bond;
  - Stating that the vessel Gemini that is being sold as the Life at Sea vessel is completely unseaworthy and cannot get USPH certified; and
  - Stating that Mr. Peterson personally decided to refund all credit card payments from Square.
5. Misrepresenting to others the actual ownership structure of the Miray and its products. Mr. Peterson did not explain that he was contracted by Miray to perform product development, sales, and marketing etc. as outlined in his consulting agreement;
6. Theft of \$49,000 from the Wise account by IT consultant Mohammed Najam Saqib. Although the money was eventually returned, Miray was blocked in the account and listed only as a viewer;
7. Blocking Miray from the following online accounts that Miray was paying for:
  - a. Circle
  - b. Hubspot
  - c. Aircall
  - d. Mobipaid
  - e. SMS Sakari
  - f. Yumpu
  - g. Zoom

- h. Bamboo HR
  - i. Google Ads
  - j. PandaDoc
  - k. Upwork
8. Continuing to use the Life at Sea name/mark without Miray's permission;
  9. Releasing confidential information regarding Miray's potential BBHP of a Carnival vessel;
  10. Engaging in fraud and identify theft by submitting a credit card processing application using the Miray's owner's personal information (SSN, address, DL information) and causing damage to Miray as a result of unrealistic numbers being provided that has caused the application Miray submitted to be denied;
  11. Making an offer to another cruise line to sell our passengers; and
  12. Stating that Life at Sea Cruises was dismantled which led many people to believe that the cruise was cancelled.

In addition, Consultants/Mr. Peterson posted the following on social media:

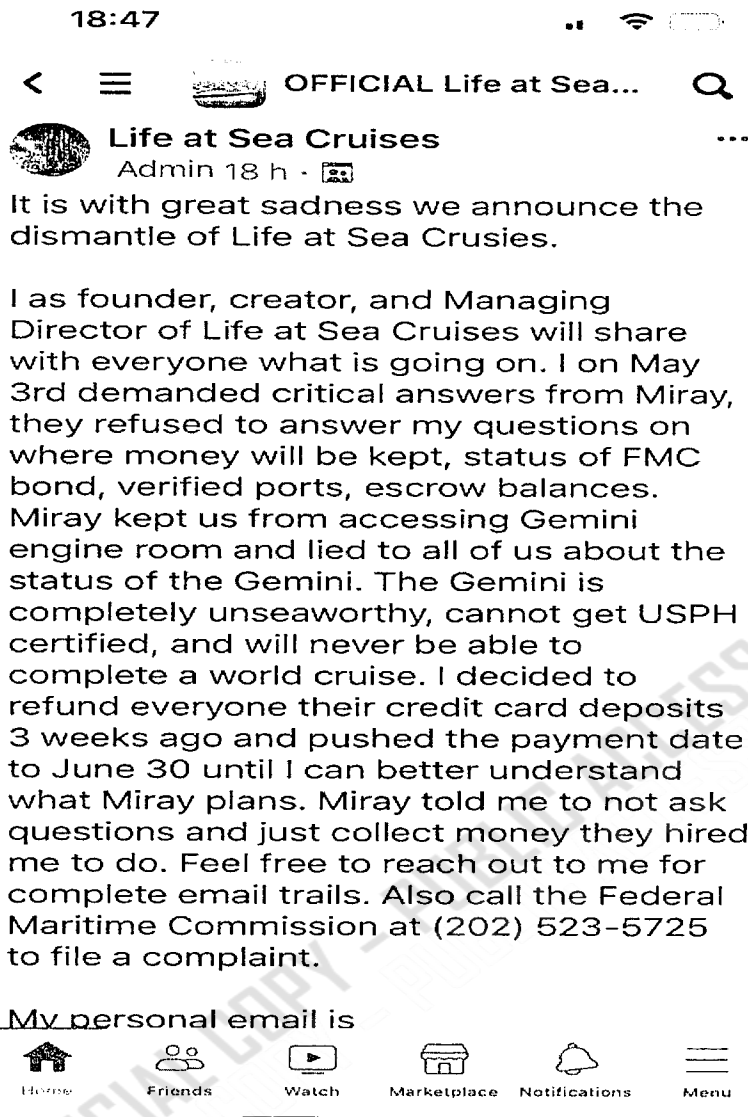


Mike Pettersson Top contributor

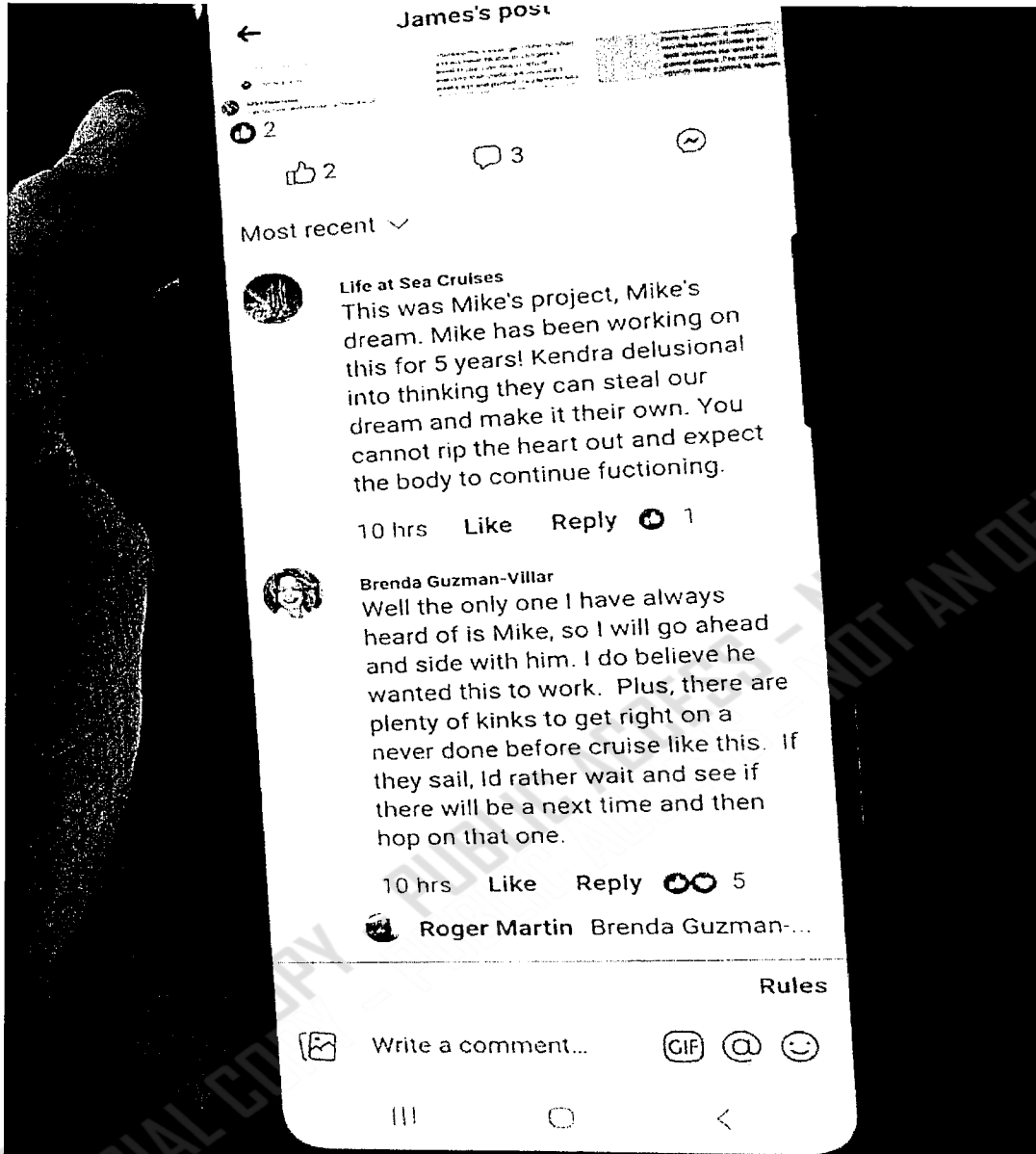
I as founder and Managing Director of Life at Sea Cruises will be happy to share with anyone what is going on. I on May 3rd demanded critical answers from Miray, they refused to answer my questions on where money will be kept, status of FMC bond, verified ports, escrow balances. Miray kept us from accessing Gemini engine room and lied to all of us about the status of the Gemini. The Gemini is completely unseaworthy, cannot get USPH certified, and will never be able to complete a world cruise. I decided to refund everyone their credit card deposits 3 weeks ago and pushed the payment date to June 30 until I can better understand what Miray plans. Miray told me to not ask questions and just collect money they hired me to do. Feel free to reach out to me for complete email trails. Also call the Federal Maritime Commission at (202) 523-5725 to file a complaint.

Like Reply 42m





Mr. Petersen's nefarious action is damaging Miary's relationship with its customers. For example, here is a social media post from one customer, which was directly instigated by Mr. Peterson:



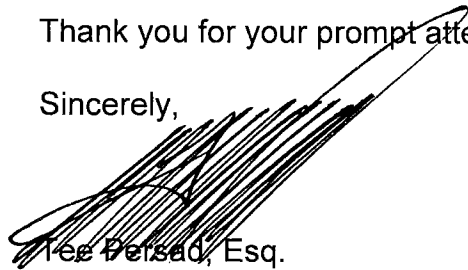
The behavior of Consultants, specifically Mr. Peterson, has caused damages to our client and continues to cause damage to our client. Therefore, I repeat that on behalf of Miray Cruises and its Life at Sea Cruises project and company, we hereby demand that your client, Mikael Petterson, his businesses and colleagues cease and desist from using Miray's intellectual property, defaming Miray and tortuously interfering with Miray's business relationships and contracts, including with its vendors, suppliers, customers and workers. Failure to cease and desist from their behavior will force our client to file suit against Mr. Petterson, his companies and co-conspirators.

**Litigation Hold: Preservation of Relevant Information and Evidence**

This letter also serves to request that Consultants, including Mr. Peterson, his companies, associates, workers, and agents, take affirmative steps to preserve all electronically stored information and paper documents, including, but not limited to, emails, WORD documents, texts, social media posts, slack dialogues, electronic calendars, and all other information created and/or stored relevant to the issues raised in this letter, and specifically related to their relationship to Miray and the Life at Sea Cruises project. None of the materials are to be destroyed, overwritten, altered or deleted.

Thank you for your prompt attention to this matter.

Sincerely,



Tee Persad, Esq.

TP/

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## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is entered into this 1st day of December 2022 (the "Effective Date") by and between Mirayint Cruise Management Ltd. with its principal office at Namik Kemal Cad., Yetkili is merkezi No: 6, Mersin 10 Turkey, SLBT No: 869, (The "Client") and Fournau International Limited of 40 Silicone Avenue, Cyber City 77201, Ebene, Mauritius (The "Consultant").

**WHEREAS**, Client desires to engage Consultant for the purpose of providing consulting services in the area of program development of residential cruises, including, but not limited to development of the marketing strategy and initial sales of the residential cruises, and such other areas as may be agreed upon by the parties from time to time (the "**Services**"); and

**WHEREAS**, Consultant desires to perform the Services in accordance with the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises herein contained, and for other valuable consideration acknowledged by each of the parties to be satisfactory and adequate, the parties covenant and agree as follows:

1. **SERVICES**. Consultant shall perform the Services for the Client and Consultant agrees to perform such Services, as agreed to in writing by the parties. Work scope to be reviewed and approved in writing and in advance by the parties in a separate Statement of Work ("**SOW**") attached hereto and made a part hereof as **Exhibit A**.
2. **TERM**. The Term of this agreement begins on the Effective Date and continues for a period three (3) months, unless otherwise terminated in accordance with the provisions of this Agreement.
3. **COMPENSATION**. The Client shall pay to Consultant \$20,000 per month for Services rendered to the Client under this Agreement. Payment will be made by the 1st of each month if Consultant's invoice has been received prior to the payment date. If the invoice has not been received by the 1<sup>st</sup> of the month, payment will be made within 7 days after receipt of Consultant's invoice.

The Client shall pay Consultant a 4% commission on gross sales after guest deposits have been paid and only after the decision has been made to move the project forward. If guest deposits are returned due to cancellation of the project, no commission shall be owed to Consultant. Any commissions the Consultant agrees to pay in secondary agreements with brokers and sales agents are the responsibility of the Consultant.

In addition, Client shall reimburse Consultant for all reasonable expenses incurred at the direction of the Client, including, but not limited to, travel expenses, other than those incurred by Consultant while traveling to and from Consultant's home or office and established sales office, equipment, and telecommunications expenses, provided parties have agreed in writing to any expenses in advance of them being incurred by Consultant. Consultant shall follow Client's Travel Policy attached hereto and made a part hereof as **Exhibit B**. Consultant will issue an invoice monthly for the Services performed and expenses incurred, attaching actual bills, receipts or other evidence of expenditures.

4. **INDEPENDENT CONTRACTOR**. Consultant will furnish the Services to Client as an independent contractor and not as an employee of Client or any entity that is a parent, subsidiary, related or affiliated company thereof. Nothing herein shall be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the parties. For the purposes of this Agreement, Consultant and its employees (including Consultant) shall not be entitled to any employee benefits, including, without limitation, any medical coverage, life insurance, participation in Client's retirement plan, etc., provided to employees of Client, or any entity that is a parent, subsidiary, related or affiliated company thereof.
5. **FUTURE EMPLOYMENT**. Upon completion of this Agreement, Client agrees to hire consultant as an employee of its company to continue the launch, marketing, sales and any other work that may need to

be performed relating to the residential cruise project so long as Consultant's work has been completed as outlined in this Agreement and in accordance with Section 12.

6. **TAXES.** Consultant bears all liability or responsibility for the reporting and payment of taxes assessed on compensation hereunder or otherwise in connection with Consultant's employment of its own employees (including Consultant), other than sales taxes which shall be billed in accordance with applicable laws. Notwithstanding the foregoing, however, if Client, or any entity that is a parent, subsidiary, related or affiliated company thereof, is required to pay or withhold any taxes or make any other payment with respect to fees payable to Consultant and/or its own employees (including Consultant), Consultant will reimburse Client, or such parent, subsidiary, related or affiliated entity, in full for taxes paid. For avoidance of doubt, Consultant will indemnify, defend and hold Client, its directors, officers, employees and agents and its parent, subsidiary, related or affiliated companies harmless against any claim or liability (including penalties) resulting from Consultant's failure to pay any such taxes or contributions, or its failure to file any such tax forms.

7. **CONSULTANT NOT TO ENGAGE IN CONFLICTING ACTIVITIES.** During the Term of this Agreement, Consultant will not enter into any activity, employment, or business arrangement that conflicts with Client's interests or would prevent performance of Consultant's obligations under this Agreement. In view of the sensitive nature of the Services that Consultant will provide pursuant to this Agreement, Client shall have the option of terminating this Agreement at any time and immediately if, in Client's sole judgment, such a conflict of interest exists or is imminent. Consultant will advise Client in writing of Consultant's position with respect to any activity, employment, or business arrangement contemplated by Consultant that is relevant to this Section 7. Consultant also agrees to disclose any such plans to Client in writing prior to their implementation.

8. **WORK PRODUCT AND INTELLECTUAL PROPERTY.**

(a) All Work Product (as defined below), and all right, title and interest therein, shall be and at all times remain the exclusive property of Client, and Consultant shall have no rights therein. All Work Product shall be a "work made for hire." To the extent that such Work Product shall not constitute a work made for hire, Consultant hereby expressly assigns to Client all right, title and interest in and to all Work Product. For the purposes of this Agreement, "Work Product" means all work product of Consultant produced, developed or discovered by Consultant pursuant to or in connection with this Agreement and/or the Consulting Services, including all reports, analyses, data, application designs, materials, ideas, know-how, information, software, specifications, inventions, writings, discoveries, patents, copyrights, trademarks, trade secrets and designs, along with all proprietary and other rights that may now or in the future exist therein or be appurtenant thereto related to the work performed for Client by Consultant. Consultant shall mark all Work Product with Client's copyright or other proprietary notice as directed by Client and shall take all actions deemed necessary by Client to perfect Client's rights therein, at Client's expense.

(b) If this Agreement is Terminated pursuant to Section 12 or for non-performance of Consultant, then Client shall have the right to use the Work Product to continue the launch of the residential cruise project.

9. **REPRESENTATIONS AND WARRANTIES.** Consultant represents and warrants that it is fully qualified to provide the Services and that it will perform the Services in a professional, ethical, and workmanlike manner and will give Client the full benefit of its knowledge, experience, judgment and expertise in rendering advice to Client on the matters and subjects related to the Services. Consultant further represents and warrants that: (i) has the right to enter this Agreement and fully perform its obligations and provide the Services and/or materials hereunder, free of any conflict with any other obligations by which it may be bound; and (ii) neither the performance of the obligations and agreements, nor the furnishing of the Services and/or materials hereunder violates or infringes the intellectual property rights or any other rights of any other party or contravenes the laws or regulations of any governmental, regulatory or judicial authority applicable to it.

10. **OUTSIDE SERVICES.** Consultant shall not use the service of any other person, entity, or organization in the performance of Consultant's duties without the prior written consent of an officer of the

Client. Should the Client consent to the use by Consultant of the services of any other person, entity, or organization, no information regarding the services to be performed under this Agreement shall be disclosed to that person, entity, or organization until such person, entity, or organization has executed an agreement to protect the confidentiality of the Client's Confidential Information and the Client's absolute and complete ownership of all right, title, and interest in the work performed under this Agreement.

#### **11. CONFIDENTIALITY.**

(a) Confidential Information. The terms and conditions of this Agreement and any information and data of any nature including, but not limited to, all data transmitted by and between the parties in connection with this Agreement (whether before or after the Effective Date hereof), any technical, business plans, marketing, promotional, trade secrets, techniques and other non-public information from or about the disclosing party that would normally be treated as confidential by the disclosing party in the ordinary course of business shall be deemed "**Confidential Information**". The parties acknowledge that all rights to such Confidential Information, whether oral or written, disclosed to the receiving party are reserved by the disclosing party. Except as expressly permitted by this Agreement, all Confidential Information (a) shall be held and protected by the recipient in strict confidence with at least the same degree of care that the recipient uses to safeguard its own Confidential Information; (b) shall be used by the recipient only as required to render performance or to exercise rights and remedies under this Agreement; (c) shall not be produced or copied, in whole or in part, except as necessary for its authorized use under this Agreement; and (d) shall not be disclosed to any other third parties without the prior written consent of the owner. The obligations of confidentiality will not apply to information that (a) is properly known to the receiving party at the time of disclosure to the receiving party; (b) has become publicly known through no wrongful act of the receiving party; (c) has been rightfully received from a third party not under a nondisclosure obligation with respect to the information; (d) has been approved for release by written authorization of the disclosing party; or (e) is independently developed by the receiving party. Upon the expiration or termination of this Agreement, the receiving party will return all Confidential Information to the disclosing party. It is expressly agreed that the remedy at law for breach of the agreement set forth in this Section 11(a) may be inadequate and that the parties shall, in addition to any available remedies, be entitled to seek injunctive relief to prevent breach or threatened breach thereof.

(b) Disclosure Required by Law. The receiving party may disclose the Confidential Information of the disclosing party in response to a request for disclosure by a court or another governmental authority, including a subpoena, court order, or audit-related request by a taxing authority, if the receiving party: (i) promptly notifies the disclosing party of the terms and the circumstances of that request, (ii) consults with the disclosing party, and cooperates with the disclosing party's reasonable requests to resist or narrow that request, (iii) furnishes only information that, according to written advice of its legal counsel, the receiving party is legally compelled to disclose, and (iv) uses reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded the information disclosed.

**12. TERMINATION.** The Client may terminate this Agreement for "Cause," after giving Consultant written notice of the reason. Cause means: (1) Consultant has breached the provisions of this Agreement in any respect, or materially breached any other provision of this Agreement and the breach continues for 90 days following receipt of a notice from the Client; (2) Consultant has committed fraud, misappropriation, or embezzlement in connection with the Client's business; (3) Consultant has been convicted of a felony; or (4) Consultant's use of narcotics, liquor, or illicit drugs has a detrimental effect on the performance of his or her employment responsibilities, as determined by the Client. Further, either party may terminate this Agreement immediately upon the other party's cessation of business, election to dissolve, dissolution, insolvency, failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors or filing of any petition in bankruptcy or for the relief under the provisions of the bankruptcy laws. If this Agreement is terminated pursuant to this Section 12, Client shall only be liable for payment of consulting fees earned as a result of work actually performed and approved by Client and expenses actually incurred prior to the effective date of the termination.

Upon termination, Any equipment provided by the Client to the Consultant in connection with or furtherance of Consultant's services under this Agreement, including, but not limited to, computers, laptops, and personal management tools, shall, immediately upon the termination of this Agreement, be returned to the Client.

**13. FORCE MAJEURE.** Neither party hereto shall be liable for any loss, injury or damage out of any delay or failure of performance caused by circumstances beyond its reasonable control, or by circumstances which it could not through reasonable precaution have avoided including, but not limited to policies or restrictions of governments, wars, riots, or civil commotions (hereinafter referred to as a "**Force Majeure Event**") and any such delay or failure of performance due to any said Force Majeure Event shall not be deemed to be a breach of or a default in the performance of this Agreement. The party prevented from performing because of a Force Majeure Event shall promptly notify the other party and shall do all things reasonably possible to remove such Force Majeure Event and, shall resume performance hereunder as soon as any such Force Majeure Event is at an end. Notwithstanding any other provisions of this Agreement, if delay in performance by either party exceeds thirty (30) days due to a Force Majeure Event, the non-delaying party may terminate this Agreement, immediately upon written notice to the delaying party, in which event all obligations and liabilities of the parties hereunder with respect to such future performance shall be discharged and terminated.

**14. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of Florida.

**15. NOTICES.** All notices under this Agreement shall be in writing and shall be given by email, personal delivery, or by registered or certified mail or overnight courier, return receipt requested, to the following addresses, or such other address as designated by written notice, and shall be deemed given upon receipt:

Client

Mirayint Cruise Management Ltd.  
Attn: Vedat Ugurlu  
Email: [vedat@mirayint.com](mailto:vedat@mirayint.com)  
Namik Kemal Cad.  
Yetkili is merkezi No: 6  
Mersin 10 Turkey  
SLBT No: 869

Consultant

Fourneau International Limited  
Attn: Mikael Petterson  
Email: [mikepetterson@yahoo.com](mailto:mikepetterson@yahoo.com)  
40 Silicone Avenue  
Cyber City 77201, Ebene, Mauritius

**16. DISPUTE RESOLUTION.** If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that such dispute or controversy will be arbitrated in accordance with proceedings under American Arbitration Association rules, and such arbitration will be the exclusive dispute resolution method under this Agreement. The decision and award determined by such arbitration will be final and binding upon both parties. All costs and expenses, including reasonable attorney's fees and expert's fees, of all parties incurred in any dispute that is determined and/or settled by arbitration pursuant to this Agreement will be borne by the party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one party, the parties will share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved.

**17. SEVERABILITY.** If any covenant or other provision of this Agreement is invalid, illegal or incapable of being enforced, by reason of any rule, law or public policy, all other conditions and provisions of this

Agreement shall, nevertheless, remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein; provided however, that the aggregate of all such provisions found to be invalid or unenforceable does not materially affect the benefits and obligations of all parties of this Agreement taken as a whole.

18. **ASSIGNMENT.** Neither this Agreement nor any right conferred hereby is assignable by any party, whether in whole or in part, without the prior written consent of the other party; provided however, that Client shall have the right to assign this Agreement, whether in whole or in part, to any of its parent, subsidiary or affiliated companies. Consultant's duties hereunder are non-delegable and may not be subcontracted or otherwise delegated without the prior written consent of Client.

19. **MODIFICATION.** No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

20. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

**Mirayint Cruise Management Ltd.**

By: VEDAT UGURLU  
\_\_\_\_\_


  
Signed: \_\_\_\_\_

**Fourneau International Limited**

By: Mikael Petterson

  
Signed: \_\_\_\_\_

By: Irina Strembitsky

  
Signed: \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Work**

The Consultant will consist primarily of a team including Irina Strembitsky, and Mikael Petterson, both who have the necessary qualifications, experience and abilities to provide services to the Client. The Consultant will be responsible for creating and developing a 3 Year Residential World Cruise for the upper contemporary market. The Consultant will create selling materials, CRM, Website and upon approval of Client, will structure a sales team to target the American market. The Scope of Work will be as follows:

#### Irina Strembitsky

- Serve as head of Sales & Marketing
- Develop a Product offering specifically for a 3 Year World Cruise Residence targeting the American market.
- Create marketing channels and strategic partners
- Build a sales team to handle call volume, and internet chat
- Work out communication channels with customers such as phone, email and promotional in-person events.
- Build website materials, CRM and reservation system as needed
- Manage PR campaign with industry leaders
- Refine product offering with finance and operations
- Target USA Market through existing and new channels
- Other work related to Sales as defined by management

#### Mikael Petterson

- Serve as Managing Director of US Operations
- Establish the US headquarters
- Negotiate with other Partners for lot sale
- Structure Strategy and implementation efforts
- Develop financial model and analytics
- Manage cash flow, and closely monitor pre-launch expenses
- Itinerary planning in agreement with Owner and Irina
- Liaison with vessel owner on operational needs
- Develop onboard product and strategic partners
- Work closely with Irina in all facets of execution

The Services will also include any other tasks which the parties may agree on.

The Client and Consultant will work together to strategically develop the inaugural sailing date. An agreed upon timeline will be developed between Client and Consultant for targeted dates.

The Consultant and Client agree to the first sales of the residences will take place as soon as the necessary information has been agreed upon, and the product / brand outlined in such way to take to market.

### **Communication and Channel of Communication**

The Client will stipulate to the Consultant who the direct channel of persons or departments need to be communicated with, and that from both parties, any other communications by any other person may or will be copied into the approved channels.

#### **Operational Information**

The Client agrees to provide the Consultant with any and all information on the vessel, its operational costs, faults and registry and technical data, and any other information required, to ensure the Consultant can perform the tasks set forth in this agreement. The Consultant agrees to communicate the Client any and all policies, procedures, operational manuals and planning material to the Client in stages of completion.

#### **Reports**

Consultant shall periodically provide the Client with written reports of its observations and conclusions regarding the consulting services. Upon the termination of this Agreement, Consultant shall, upon the request of Client, prepare a final report of Consultant's activities.

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**EXHIBIT B**  
**"Travel Policy"**

Consultant and Client shall discuss and agree upon the most cost-efficient travel arrangements, prior to undertaking each individual planned trip, considering the cost of airfares, land transport, hotel, accommodation and heavy luggage costs.

Client has the option to purchase airfares, land transport, and accommodation on behalf of the Consultant or its employees engaged to perform Services, in which accommodations concerning air carrier, type of lodging or classification of automobile, unless prior written approval is received from authorized personnel in Client's Travel Department and attached to the final invoice.

Client does not pay expenses for family members or partners on business trips.

**Exchange Rates**

The exchange rate to be used for approved expenses on a personal credit card or cash transactions is the actual rate paid on the date of purchase

**Expense Types**

- a. **AIR / RAIL TRAVEL** – Consultant will only be reimbursed for economy/coach class, unless otherwise approved by authorized personnel in Client's Travel Department. Consultant will be reimbursed for baggage fees. Fees for upgrades, extra legroom exit row seats, or early seat assignments will not be reimbursed. Personal air travel in conjunction with business travel will not be reimbursed. Charges for in-flight Wi-Fi, entertainment, meals, and beverages are not eligible for reimbursement.
- b. **AIRPORT PARKING** – Parking expenses should be minimized. Long-term airport parking must be used whenever the vehicle will be left for more than 24 hours. The cost of parking versus the use of a taxi or shuttle services should be compared and the less expensive option used. Lost ticket charges are not eligible for reimbursement.
- c. **CAR RENTALS** - Car transportation should be used only when it is either the most economical means of travel, or necessary due to the nature of the trip. Consider the cost of taxi, shuttle service or ride sharing service before requesting a rental car. It is reimbursed by car rental upgrades and navigation unit rentals will not. In the United States, an intermediate size car should be rented. A full size (next level up from intermediate) may be rented for group travel (a party of three or more people) and should be detailed on the expense report form. Outside the United States, a compact class car should be rented. An upgrade to intermediate size can be used for parties of 3 or more. Approval by the authorized personnel in Client's Travel Department must be attached to the final invoice. Damage and/or repairs to cars, parking or traffic violations and towing charges will not be reimbursed.
- d. **CAR RENTAL INSURANCE** – Consultant is not covered under Client's insurance and must purchase additional car rental insurance.
- e. **TAXI** – The use of Taxi's is permitted when public transportation, airport shuttle, and/or hotel courtesy transportation is not available or when time or other factors make it impracticable to use available public conveyances. A receipt must support all taxi fares claimed on the invoice. Taxi receipts must indicate destination and date of travel. Taxi gratuities should not exceed 15% of the taxi fare in the United States or in regions of the world where customary.

- f. **RIDE SHARING / CAR-HAILING SERVICES** – The used of services such as Uber, Lyft, or Grab, etc. is permitted in standard service category. (XL service category may be reimbursed for groups of three or more people.) Luxury service category will not be reimbursed.

Use of other chauffeured services (cars, SUV's limousines, etc.) will not be reimbursed.

- g. **PERSONAL / COMPANY CAR** – Consultants who use their personal or any company car to conduct business on Client's behalf can be reimbursed mileage. Any expense report and a printed map route must be submitted detailing the miles driven and purpose of the trip. Damage and/or repairs to the car, traffic violations, parking tickets or towing charges will not be reimbursed, even if these costs result from a business trip. Personal car and/or Consultant's insurance applies it is Consultant's responsibility to obtain and maintain appropriate levels of car insurance. Client will not reimburse for any auto insurance costs. Reasonable financial discretion should be used when driving versus purchasing airfare related to long distance trips.
- h. **TOLLS** – Consultant will be responsible for payment of tolls at the time of travel. Tolls paid while on Client business will be reimbursed with submission of original receipts or statements from pre-paid electronic toll collection programs showing date of collection. Tolls paid by a device issued in conjunction with a car rental will be included in the total cost of the rental and should be included on the final invoice submitted for reimbursement. If supplier decides to use its personal electronic toll collection devices in a rental unit, it is Consultant's responsibility to ensure terms of use are followed. Client is not responsible for any penalties assessed due to improper usage, loss, theft, or damage to electronic devices and penalties will not be reimbursed.
- i. **ACCOMMODATION** – Accommodation during service execution will be offered based on availability. When a hotel stay is required, reservations should be made through the Client's Travel Department, when possible. In the event this is not possible, rooms at the lowest available contracted rate should be reserved. Client will reimburse Consultant only for hotels for the time necessary to perform business for Client. In room movies, mini bar amenities, gift chops, spa, and other services will not be reimbursed.
- j. **MEALS** – Meal costs are reimbursable expenses when travelling on business for Client's project. All expenses for meals will be judged on their reasonableness, as for cost, location, and circumstances.
- k. **TELEPHONE / INTERNET** – Consultant should use the least expensive mode of communication available and avoid calls from a hotel room airplane, and/or ship. Complimentary Wi-Fi in hotels should be used where available. If complementary Wi-Fi is not available, Client will not reimburse for Wi-Fi access. When onboard Client's vessels, Consultant should work with Client's IT Team to secure shipboard Wi-Fi.
- l. **ONBOARD EXPENSES** – Client will not reimburse for expenses of a personal nature. Personal expenses include, but are not limited to the following:
- Beauty salon;
  - Spa products and/or services;
  - Gift shop purchases;
  - Shore excursions;
  - Gratuities;
  - Excessive ship-to-shore telephone calls;
  - Personal internet / Wi-Fi access;
  - Laundry
  - Medical

- Anything from the stateroom mini fridge
- Crew Bar

m. **OTHER EXPENSES** – Expenses that might be construed to be business related but are not reimbursed include, but are not limited to, some of the following:

- Cell phone, cell phone monthly bills, car phones, accessories such as batteries, leather cases, customized ring tones, etc.;
- Credit card fees or interest;
- Internet connection from home;
- Items lost or stolen while traveling;
- Loss or damage to personal property;
- Passport costs;
- Global Entry Passes or similar international expedited passport screening pass;
- Visas Exception: if the selected travel location has a mandate for a Visa;
- Personal items used in business travel such as luggage, toiletries and non-business-related items;
- Reading materials; rental car extras such as navigation systems, satellite radio, etc.;
- Souvenirs purchased at ports of call;
- ATM withdrawals or overdraft fees;
- Chase exchange rate fees; and
- Liability insurance

n. **INVOICING** – Expenses invoiced and submitted to Client for payment must include the following information:

- Consultant Name and title;
- Travel location and dates
- Copies of all receipts

Final invoices must be submitted in English and converted to the currency as designated at the time of Agreement signing.

o. **RECEIPTS** – Regardless of cost, all expenditures require a copy of the itemized original receipt if invoiced. Credit card statements are not accepted. Receipts must include the date and place expenditure was incurred. Failure to provide the requested backup documentation will result in delayed payment or rejection of charges.