

**AGREEMENT FOR CONTRACTOR SERVICES  
BETWEEN  
ENTERPRISE FLORIDA, INC.  
AND  
INTELEGENCIA CORPORATIVA SC LTDA.**

THIS AGREEMENT (“Agreement”) is entered into this 26th day of June, 2017, by and between ENTERPRISE FLORIDA, INC., a Florida not-for-profit corporation (“EFI”) and Inteligencia Corporativa SC Ltda. (“Contractor”) (also herein as “Party” and Parties”).

**RECITALS**

WHEREAS, EFI is the principal economic development organization for the State of Florida, uses public and private expertise to increase private investment in Florida and advance international and domestic trade opportunities as one of its core responsibilities in growing and diversifying the state’s economy and;

WHEREAS, EFI is specifically directed to assist in the establishment and operation of offices in foreign countries to promote trade and economic development of the State of Florida, and to promote the gathering of trade data information and research on trade opportunities in specific countries and;

WHEREAS, the purpose of such office being to identify and pursue trade, financial, and corporate investment leads and projects originating from Brazil (the “Country”) and;

WHEREAS, in furtherance of its responsibilities to advise and assist in promoting and developing international trade and Foreign Direct Investment (FDI) EFI desires to renew its contractual relationship with Contractor upon terms and conditions of this Agreement and;

WHEREAS, Contractor acknowledges that this is a performance based funding contract, and represents that it shall continue to possess the requisite skills, knowledge, qualifications and experience to perform the tasks described herein and;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PARTIES:

The parties and their respective addresses for purposes of this Agreement are as follows:

EFI: Fred Glickman, V.P. International Operations  
Enterprise Florida, Inc.  
201 Alhambra Circle, Suite 610

Coral Gables, Florida 33134  
(305) 808-3588  
(305) 808-3586 (Fax)  
fglickman@eflorida.com

Contractor: Fabio Yukio Yamada  
Inteligencia Corporativa SC Ltda.  
Rua Helena, 280 Suites 703 & 704  
Sao Paulo – S.P. 04552-050 – Brazil  
(55 11) 3044-4848  
(55 11) 4301-3626 (Fax)  
Email: Fabio@eflorida.com.br

2. AGREEMENT MANAGERS:

The parties each hereby appoint an Agreement Manager to facilitate the terms of this Agreement. All written approvals referenced in this Agreement must be obtained from the Parties' Agreement Managers or their designees. The EFI Agreement Manager is Fred Glickman, V.P. International Operations who may be reached at (305) 808-3588. The Inteligencia Corporativa SC Ltda. Agreement Manager is Fabio Yukio Yamada who may be reached 011(55 11) 3044-4848.

3. TERM:

The term of this Agreement shall commence on July 1, 2017, and shall remain in effect through June 30, 2018, unless otherwise terminated as provided herein. This Agreement may be renewable at the absolute discretion of EFI, it being acknowledged that EFI's decision to renew this Agreement shall be based primarily, but not exclusively, on Contractor's fulfillment of its obligations under this Agreement. It is anticipated that EFI will continuously review proposals from other parties interested in representing EFI within its territories, and, from time to time, seek competitive bids from qualified companies. Any extensions and renewals shall be agreed to by both parties in writing and authorized by amendments to this Agreement as stated in Paragraph 14.

4. CONSIDERATION:

In consideration for the performance by the Contractor of the Services, subject to the conditions of this Agreement, EFI shall pay Contractor a fixed amount of One Hundred and Eighty Thousand Dollars (US \$180,000), (the "Consideration") according to the following terms:

- a. By the 30<sup>th</sup> day of each month unless otherwise specified by EFI, or another date that is acceptable to EFI, Contractor shall provide an invoice to the Contract Manager stating the equal installment of the Consideration payable with respect to such month. The invoice shall be sent together with the monthly progress report for the same month required by Paragraph 10. EFI reserves the right to withhold or delay payment of the Consideration if Contractor fails to submit the required invoices and monthly progress reports as they become due and EFI receives and approves the same.

5. EMPLOYEE SALARIES:

Contractor is responsible for payment of all salaries taxes, fees or other compensation of any staff members that it wishes to engage. Upon request by EFI, Contractor shall produce a written statement, in a form approved by EFI, signed by any employees or representatives of Contractor acknowledging that they are not employees of EFI or of the State of Florida.

6. EXPENSES OF CONTRACTOR:

Contractor acknowledges and agrees that Contractor shall be responsible for its own operational expenses, including but not limited to the following:

- a. Staff salaries
- b. Office supplies
- c. Postage, phone and other communications costs
- d. Two business trips outside the State of Sao Paulo to major commercial centers in Brazil and one trip to Florida
- e. Participation and membership fees
- f. Promotion and entertainment expenses
- g. Printing
- h. Equipment leases
- i. Local production and promotional costs in support of EFI Brazil's self-directed business development efforts
- j. Senior, mid-level, and support staff as required
- k. Translation into Portuguese, when required, of promotional materials that the Contractor produces
- l. Office space dedicated to Contractor's performance of the Services

7. SCOPE OF SERVICES:

- a. Contractor shall network with public and private officials on behalf of EFI.

- b. Contractor shall handle all official correspondence and business development activities in the Countries on behalf of EFI.
- c. Contractor shall continually work to promote Florida's business credentials and reputation, and introduce actual business opportunities with the business community in Brazil by undertaking an information dissemination program.
- d. Contractor shall continually update its database of prospects that may locate or invest in Florida and its database of targeted trade opportunities.
- e. During the term of this Agreement, Contractor shall assist in organizing EFI's participation at promotional events in the Countries. If it is determined by both parties that additional trade or investment events are required, beyond the other trade and/or investment events outlined in Paragraph 8 or included in the business plan, then Contractor's time will be reallocated accordingly, and both parties will agree upon additional compensation if necessary.
- f. The Contractor will organize a business development mission to Brazil or a business development mission from Brazil to Florida during the term of this Agreement as outlined in Paragraph 8. If the mission does not take place during the term of the Agreement, then EFI must approve what additional activities the Contractor will undertake to replace the mission. Both parties will agree upon additional compensation if additional missions are conducted in addition to the ones listed in Paragraph 8.
- g. Contractor, when requested by EFI, shall identify and seek out sources of sponsorships for EFI-sponsored seminars in the Countries.
- h. Contractor shall be responsible for overall financial management of operational expenses in the Countries.

All of the services and activities identified in this Paragraph 7 shall herein be referred to as the "Services."

8. PERFORMANCE MEASURES:

During the term of this Agreement, the Contractor shall actively and diligently perform the Services. As measures of the Contractor's performance, EFI will consider:

- a. The capital value of announced Foreign Direct Investments ("FDI")

projects from sources located in the Countries and directed to Enterprise Florida;

- b. The value of documented trade transactions including joint ventures between companies in the Countries and companies in the State of Florida during the term of this Agreement;
- c. Fifteen (15) FDI leads sent by the Contractor to EFI. Three (3) of the leads should have 15+ expected jobs;
- d. Four (4) project establishments including expansions of companies already established in Florida;
- e. Create and/or retain 25 jobs
- f. Significant relationship development with twenty (20) target industry companies situated in Brazil;
- g. Relationship development with ten (10) key trade and FDI multipliers in Brazil;
- h. Assistance in appointment scheduling of FDI prospects for EFI at trade shows, major exhibitions and conferences both inside and outside of Brazil including but not limited to Hospitalar 2018 and Medica 2017;
- i. Assistance and participation at Hospitalar 2018 and SelectUSA Roadshow (if requested);
- j. Organization and participation on a targeted EFI BD business development mission to Brazil (if requested);
- k. Management and maintenance of EFI Brazil's specific microsite on EFI's website;
- l. Market research on EFI's target industry sectors in Brazil (if requested);
- m. Organization of an outbound mission from Florida to Brazil or an inbound mission from Brazil to Florida (if requested);
- n. Satisfactory assistance to EFI's economic development partners in their efforts to promote their location in Brazil;
- o. Satisfactory assistance to Florida companies in their efforts to export their products and/or services in Brazil and;
- p. Satisfactorily perform matchmaking services for Florida companies in Brazil (when requested at an additional negotiated fee not included in this agreement). EFI Brazil will provide matchmaking services at a negotiated

rate with the Florida companies commensurate with the fees for similar services charged by the US Commercial Service in Brazil.

The Contractor shall have performed reasonably if they achieve a positive assessment of their overall performance based upon the performance measures listed above.

9. FISCAL YEAR BUSINESS PLAN:

The Contractor will be required to prepare and submit a business plan no later than 15 days after the start of this agreement according to a format agreed upon with EFI and consistent with the requirements enumerates in Sec. 288.012(2), Florida Statutes. If the contract is renewed, the FY 18-19 business plan should be submitted prior to the termination of this agreement.

10. MONTHLY REPORTS:

The report contains two parts that describe the Contractor's performance of service (collectively, the "Report Information"). The Contractor shall input information in connection with trade development activities into the EFI designated CRM system on a continuous basis.

**Trade development information in the system must include:**

- a. The names of Florida companies assisted, participant names, location of the company, their primary product or service, and their primary purpose for participating in the program. Contractor shall include their industry with attention to how many of these companies are in EFI's industry clusters. Contract Manager must be able to determine which of the Florida Company assists fall within the following industry clusters:
  1. Aviation/Aerospace
  2. Information Technology (Simulation, Photonics, Lasers, Optics, Computers, etc.)
  3. Life Sciences (Medical, Health Technology, Medical Supplies etc.)
  4. Financial & Business Services (Banking, Insurance, Legal, Accounting, Architecture, etc.)
  5. Defense (Homeland Security, etc.)
  6. Strategic Challenges (Manufacturing)
  7. Clean Energy
  8. Other: As identified by the Contract Manager;

- b. The trade leads generated;
- c. Documented dollar value of confirmed and expected sales by Florida Businesses;
- d. The number of consultations with foreign companies;
- e. Official meetings and events and;
- f. Activities associated with trade development (May be in a separate written report).

**Business investment information must include:**

- a. Activities associated with the development of FDI leads over time should be noted for each lead or project activity and entered into Salesforce;
- b. The investment projects recorded into the CRM system for referral to Florida economic development organizations;
- c. The projects from the Contractor that are announced should include final physical location of the site of the project, average wage, the jobs created in connection with the project and the capital investment and;
- d. Contractor will provide any additional information requested by the Contract Manager to complete the monthly report in addition to data in the CRM system.

11. **FINAL REPORT:**

Within thirty (30) days after termination of this Agreement, Contractor shall provide to EFI a final program report describing:

- a. The cumulative Report Information for the term of this Agreement
- b. Barriers or other issues affecting the effective operation of the Contractor,
- c. Changes in office operations that are planned for the current fiscal year,
- d. Marketing activities conducted,
- e. Strategic alliances formed with organizations in the Country represented by the Contractor,
- f. Activities conducted with other Enterprise Florida international offices,
- g. Any other information requested by the Contract Manager and/or that Contractor believes would contribute to an understanding of its activities, and

The Annual Fiscal Year report can be used as the Final Report since both reports require the same information and have the same 12 month period. The Contractor must produce and submit an itemized

accounting summary of funds dispersed during the period of the contract. This document must be submitted separately from the Final Report/Annual Fiscal Year Report.

12. ANNUAL FISCAL YEAR REPORT:

By July 31 of each year, the Contractor will submit an annual fiscal year report. The format for the annual report will be defined by the Contract Manager and include a description of the following, in addition to all requirements outlined in Sec. 288.012(3), Florida Statutes::

- a. The cumulative Report Information for the fiscal year July 1, 2017 through June 30, 2018
- b. Barriers or other issues affecting the effective operation of the Contractor
- c. Changes in office operations that are planned for the current fiscal year
- d. Marketing activities
- e. Strategic alliances formed with organizations in the Country represented by the Contractor
- f. Activities conducted with other Enterprise Florida international offices
- g. Any other information requested by the Contract Manager and/or that Contractor believes would contribute to an understanding of its activities

13. FINAL DISBURSEMENT:

Upon termination of this Agreement, EFI shall designate the final payment of consideration hereunder as the "Final Payment." Contractor acknowledges that its acceptance of the Final Payment shall constitute full and complete release of EFI by Contractor from any and all claims, demands, and courses of action whatsoever that Contractor may have against EFI.

14. AMENDMENT/MODIFICATION/NOTIFICATIONS:

This Agreement may not be altered, modified, amended, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the Parties per Paragraph 1. Additionally, any such modification, amendment or change shall be effective on the date of delivery or such later date as the Parties may agree therein.

Modification of this Agreement or any notices permitted or required under this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

15. INDEPENDENT CONTRACTOR:



Contractor is acting as an independent contractor and not as EFI's employee in the performance of the Services. Contractor acknowledges that EFI is not responsible for withholding and filing international, national, or provincial taxes or other payroll withholdings on behalf of Contractor, either in the Country or in the United States of America. Contractor further acknowledges that neither Contractor nor the employees of Contractor will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.

16. LIABILITY:

EFI shall not assume any liability for the acts, omissions to act, or negligence of Contractor, its agents, servants or employees. In all instances, Contractor shall be responsible for any injury or property damage resulting from any activities conducted by Contractor.

17. INDEMNIFICATION:

Contractor agrees to be liable for, and shall indemnify, defend, and hold EFI and the State of Florida harmless from all claims, suits, judgments, or damages arising from Contractor's performance of the Services and its other obligations under this Agreement.

18. ACCESS TO RECORDS:

Contractor acknowledges that EFI is subject to the provisions of Florida Statutes chapter 119 relating to public records and that reports, invoices, and other documents Contractor shall submit to EFI under this Agreement may constitute public records for the purpose of the Florida Statutes. Contractor shall cooperate with EFI regarding EFI's efforts to comply with the requirements of Florida Statutes chapter 119.

19. JURISDICTION:

With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida Court in Orange County, Florida.

20. AVAILABILITY OF FUNDS:

EFI's obligations under this Agreement are contingent upon the continued availability to EFI of legislatively appropriated funds that may be used and are sufficient to support this Agreement and all of EFI's other duties and responsibilities, and upon Contractor's satisfactory performance of its obligations set forth in this Agreement, as determined by

EFI. The budget related to EFI's network of international offices is an internal matter and any ultimate determination whether such funds are available for this or any other office shall be made by EFI in its absolute discretion.

21. RECORD RETENTION:

Contractor shall retain all contract records for a period of seven (7) years from the date of submission of the final contract report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records shall be retained until the completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) year period, whichever is later. When the Contractor will no longer represent EFI in the Country, this requirement still exists and a document retention or transfer plan must be agreed to with EFI before the Final Payment is sent.

22. TELECONFERENCES:

Contractor shall conduct a teleconference meeting on an as needed basis with the Contract Manager to review Contractor's performance of the Services, and to discuss upcoming activities and issues relative to the fulfillment of this Agreement. EFI acknowledges that due to the difference in time zones, scheduling difficulties may occur; however, Contractor shall use its best efforts to be available for such teleconference meetings.

23. AVAILABILITY OF INFORMATION:

EFI recognizes that Contractor can only perform the Services if EFI responds to Contractor's requests for information and provides all required information and documentation in a timely manner.

24. PRINCIPAL:

Contractor agrees that Fabio Yukio Yamada, an individual (the "Principal") shall serve as an employee or independent contractor of Contractor, and that Principal shall have primary responsibility for the performance by Contractor of the Services.

25. PROMOTIONAL MATERIALS:

Contractor shall promote itself as an official foreign office of EFI in the Country. Contractor shall display signage in the reception area of its office promoting the presence and establishment of "Enterprise Florida, Inc. – Brazil Office." Advertisements and other promotional materials for any activity funded by this Agreement shall include prominent reference to EFI.

26. ASSIGNMENT:

Contractor shall not assign or delegate its rights or obligations under this Agreement without the prior written consent of EFI.

27. CONFLICTS OF INTEREST:

Contractor acknowledges that EFI represents the interests of Florida businesses and that it is important to EFI that conflicts of interest be avoided. In the event that Contractor engages in activities that could be a conflict of interest to EFI or a particular business interest in Florida, EFI has the right to instruct Contractor to discontinue such efforts. In such event, if Contractor fails to do so, then EFI shall have the right to immediately terminate this Agreement.

28. NON-EXCLUSIVE RELATIONSHIP:

The relationship between the parties is a non-exclusive one which allows the Contractor and the Principal to engage in other activities, provided that all of the terms and conditions under this Agreement are strictly observed, including the avoidance of conflicts of interests. Notwithstanding the foregoing:

- a. Without EFI's prior written consent, Contractor shall not represent or perform any consulting assignment regardless of its size, scope or nature for any other government or economic development body of any municipality, region, state, territory, or possession of the United States of America during the term of this Agreement that EFI deems competitive in the territories where the Contractor is representing EFI and;
- b. Contractor shall notify EFI if a Florida business or organization wishes to employ Contractor to perform services beyond those provided under this Agreement.

29. NO PLEDGE OF CREDIT:

Contractor has no authority to, and shall not, pledge the credit of EFI, the Department of Economic Opportunity (DEO) and the State of Florida, or make EFI, DEO, or the State of Florida a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

30. INSURANCE:

Contractor represents that it has the insurance required to do business in the Country.

31. LOBBYING ACTIVITY:

Contractor shall not use any funds provided under this Agreement for the purpose of lobbying the legislature, the judicial branch, or any agency of the State of Florida.

32. EXCLUSIVE RIGHTS:

Neither Contractor nor any employee of Contractor shall have any proprietary interest in the products delivered under this Agreement. Anything, by whatsoever designation it

may be known, that is produced or developed in connection with this Agreement shall be the exclusive property of EFI and may be copyrighted, patented, or otherwise restricted by EFI only. Consultant's access to EFI CRM System is a privilege assigned by EFI for its business purposes. Information in the database or client tracking system is EFI's and may not be used for other personal or business activities. Inappropriate uses of EFI information may be cause for immediate termination.

33. COORDINATION:

When reasonable, Contractor shall coordinate with other components of the state and local development systems of the State of Florida and avoid duplication of existing state and local services and activities provided in the State of Florida.

34. TERMINATION UPON BREACH OR FAILURE OF SATISFACTORY PERFORMANCE:

EFI may terminate this Agreement at any time for breach of any term herein or failure to provide satisfactory performance hereunder without warning, notice, or compensation in lieu of notice.

35. TERMINATION FOR LACK OF FUNDING:

In addition to the right to terminate as otherwise provided in this Agreement, this Agreement shall automatically terminate upon the discontinuance or reduction of legislatively appropriated funds that may be used and are sufficient to support this Agreement, in addition to all of EFI's other duties and responsibilities, in which case EFI is not obligated to provide any warning, notice, or compensation in lieu of notice. The determination whether such funds are available shall be made by EFI in its absolute discretion.

36. OBLIGATION UPON TERMINATION:

In the event of termination under Paragraph 34 or 35 in addition to any payments then due under Paragraph 4, EFI's sole obligation and liability to Contractor, if any, shall be to pay Contractor that portion of the Consideration equal to the reasonable value of the Contractor's performance of the Services and expenses incurred during the month in which termination of this Agreement becomes effective. Notwithstanding the foregoing, with respect to the month in which termination becomes effective, Contractor remains obligated to provide to EFI the invoice and monthly progress report required by Paragraphs 4 and 10, and final program report, required in Paragraph 11, which invoice and reports must be received and approved by EFI as a condition to EFI's obligation under this Paragraph 36.

37. COMPLETE AGREEMENT:

This agreement constitutes the entire agreement between the parties and supersedes all agreements representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter, and neither party shall be bound by any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement.

38. COUNTERPARTS:

This Agreement may be executed in counterparts, with all pages initialed by the signing party, and shall be of the same force and effect as if all parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, faxed, scanned or PDF contract versions with initials and signatures shall be of the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

INTELIGENCIA CORPORATIVA SC LTDA.

("Contractor")

DocuSigned by:  
*Fabio Yamada*  
C2A2B71F57FC487...  
Fabio Yukio Yamada  
Director

Date: 6/27/2017

ENTERPRISE FLORIDA, INC.

a Florida not-for-profit corporation  
("EFI")

DocuSigned by:  
*Scott Pennell*  
1C1CF68454BB44D...

-OR-

Designee

Date: 6/26/2017