

**AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN
ENTERPRISE FLORIDA, INC.
AND
APCO WORLDWIDE LIMITED**

THIS AGREEMENT ("Agreement") is entered into this 5th day of September, 2018, by and between ENTERPRISE FLORIDA, INC., a Florida not-for-profit corporation ("EFI"), and APCO WORLDWIDE LIMITED ("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 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 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 the People's Republic of China, including the Special Administrative Regions of Hong Kong and Macau, and other countries in Southeast Asia (the "Countries"); 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 establish 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:	Z. Joe Kulenovic, V.P. International Operations Enterprise Florida, Inc. 201 Alhambra Circle, Suite 610 Coral Gables, Florida 33134
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Tel: +1-305-808-3588
Fax: +1-305-808-3586
Email: zjkulenovic@enterpriseflorida.com

Contractor: Stephan Engel, Director and Hong Kong Market Lead
APCO Worldwide Limited
Sun House, 181 Des Voeux Road Central
Sheung Wan
Hong Kong
Tel: +852-3653-5082
Email: sengel@apcoworldwide.com

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 Z. Joe Kulenovic, V.P. International Operations, who can be reached at +1-305-808-3588. The International Office Agreement Manager, Stephan Engel, can be reached at +852-3653-5082.

3. TERM:

The term of this Agreement shall commence on September 1, 2018, and shall remain in effect through August 31, 2019, 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 Two Hundred, Forty-Nine Thousand, Two Hundred Twenty-Eight Dollars (US \$249,228) (the "Consideration"), according to the following terms:

By the 30th day of each month unless otherwise specified by EFI, or another date that is acceptable to EFI, Contractor shall provide an invoice to the Agreement 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. All Contractor invoices shall be paid within thirty (30) days of receipt. 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, telephone, and other communications costs;
- d. Business travel to major commercial centers in China and Southeast Asia, and one trip annually 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 Hong Kong's self-directed business development efforts;
- j. Senior, mid-level, and support staff, as required;
- k. Translation, when required, of promotional materials into Mandarin, Cantonese, and/or other regional market languages; and
- l. Office space dedicated to Contractor's performance of the Services.

Notwithstanding anything to the contrary, (i), any dining, receptions, or other entertainment expense in connection with the mission(s) described in Paragraph 7 are outside of the Consideration, and the parties shall endeavor to have industry sponsors to cover such cost and (ii) any cost whatsoever of EFI staff or any companies, individuals, or other entities in connection with the services are outside of Consideration. Any industry sponsor shall be the subject to EFI's approval.

7. SCOPE OF SERVICES:

Contractor shall provide the following main categories of services to EFI:

- a. Contractor shall network with public and private-sector 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 to introduce actual business opportunities with the business community in the Countries, by designing and undertaking an information dissemination program.
- d. Contractor shall continually update its database of prospects likely to locate or invest in Florida, and its database of targeted trade opportunities.
- e. Contractor shall assist EFI and Florida airports in their efforts to establish or expand direct air links between Florida and the Asia/Pacific region, including both passenger and cargo services.
- f. Contractor shall assist Florida seaports in identifying shipping lines and logistics and freight companies in the Countries which could have an interest in utilizing Florida seaports, and in agreement with EFI proactively reach out to those firms.
- g. Contractor shall facilitate contacts and business development between Florida airports and seaports, as well as Florida logistic companies seeking new business with shipping lines, air cargo carriers, and logistics and freight companies situated in the Countries.
- h. 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.
- i. The Contractor will organize a business development mission from Florida to the Countries, or a business development mission from the Countries to Florida, during the term of this Agreement, as outlined in Paragraph 3. 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.
- j. When requested by EFI, Contractor shall identify and seek out sources of sponsorships for EFI-sponsored seminars in the Countries.
- k. 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 Investment ("FDI") projects from sources located in the Countries and directed to Florida;
- b. The value of the documented trade transactions, including joint ventures between companies in the Countries and companies in the State of Florida;
- c. Six (6) qualified FDI leads sent by the Contractor to EFI. Two (2) of these leads should have 10+ expected jobs;
- d. One (1) project established, which could be from new ("greenfield") investments, from expansions of companies already with an existing presence in Florida, or via other investment mechanism assessed as acceptable to EFI. Performance measure (d) will be contingent on EFI's good faith collaboration with Contractor and the FDI lead;
- e. Significant relationship development with thirty (30) target industry companies situated in the People's Republic of China, including the Special Administrative Regions of Hong Kong and Macau, and/or in other countries in Southeast Asia;
- f. Relationship development with twenty-four (24) new key trade and/or FDI multiplier organizations in the People's Republic of China, including the Special Administrative Regions of Hong Kong and Macau, and/or in other countries in Southeast Asia;
- g. Assistance in scheduling appointments with FDI prospects for EFI at trade shows, major exhibitions, and conferences, both inside and outside of the Asia-Pacific region;
- h. Participation on behalf of EFI and/or assistance with trade shows and target industry events in the Asia-Pacific region, as directed by EFI's Contract Manager, with a particular focus on the transportation and logistics sector;
- i. Market research on EFI's target industry sectors in the People's Republic of China, including the Special Administrative Regions of Hong Kong and Macau, as well as in other markets in Southeast Asia;
- j. Design and implementation of an effective branding/marketing/awareness campaign in the Countries about Florida's business advantages and its leading industry sectors;

- k. Content management and maintenance of the EFI Hong Kong microsite on EFI's website;
- l. Organizing an inbound mission from Florida to the Countries; or an outbound mission from the Countries to Florida (if requested);
- m. Satisfactory assistance to EFI's economic development partners in their efforts to promote their business locations in the People's Republic of China, including the Special Administrative Regions of Hong Kong and Macau, as well as in other countries in Southeast Asia;
- n. Satisfactory assistance to Florida companies in their efforts to export their products and/or services to the Countries; and
- o. Satisfactory performance of matchmaking services for Florida companies in the People's Republic of China, including the Special Administrative Regions of Hong Kong and Macau, as well as in other countries in Southeast Asia (when requested, at an additional negotiated fee not included in this Agreement).

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

9. FISCAL YEAR BUSINESS PLAN:

The Contractor is required to prepare and submit a business plan no later than 15 working days after the start of this Agreement, according to a format agreed upon with EFI and consistent with the requirements enumerated in Sec. 288.012(2), Florida Statutes. If the contract is renewed, the business plan for FY 2019-20 should be submitted prior to the termination of this Agreement.

10. MONTHLY REPORTS:

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

Trade development information in the CRM system must include:

- a. The names of Florida companies assisted, their location and primary product or service, participant names, and the primary purpose for their participation in the program. Contractor shall include the industry each company is in, with particular attention to how many of these companies are in EFI's targeted industries. EFI's Agreement Manager must be able to determine which of the Florida company assists fall within the following industries:
 - 1. Aviation & Aerospace

2. Information Technology (Software & Computer Systems; Microelectronics & Computer Products; Photonics & Optics; Modeling, Simulation & Training; Digital Media; Telecommunications)
 3. Life Sciences (Medical Devices, Biotechnology, Pharmaceuticals, Medical Supplies, etc.)
 4. Financial & Professional Services (Accounting, Architecture, Banking, Consulting, Engineering, Insurance, Legal, etc.)
 5. Defense & Homeland Security
 6. Logistics & Distribution
 7. Strategic Challenges (Corporate Headquarters, Manufacturing)
 8. Cleantech (Energy, Efficiency, Environmental Technologies)
 9. Other, as identified by the Agreement 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).

Foreign Direct Investment information in the CRM system must include:

- a. All activities associated with an FDI lead or project activity, enabling its development to be tracked over time, including but not limited to: investment inquiries, lead qualification and follow-up, referrals to EDO partner organizations, project establishments, and project announcements;
- b. Investment projects from the Contractor which are announced should include information on the project site's final physical location, capital investment, the number of jobs created in connection with the project, and average wages; and
- c. In addition to entering data in the CRM system, the Contractor will provide any other information for the monthly report requested by the Agreement Manager.

11. **FINAL REPORT:**

Within thirty (30) days after termination of this Agreement, the 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 Contractor's operational effectiveness;
- c. Changes in office operations which are planned for the current fiscal year;
- d. Marketing activities conducted;
- e. Strategic alliances formed with organizations in the Countries where the Contractor represents EFI;
- f. Activities conducted with other Enterprise Florida international offices;
- g. Any other information requested by the Agreement Manager and/or which Contractor believes would contribute to an understanding of its activities; and

- h. Itemized accounting of funds disbursed from this Agreement.

12. ANNUAL FISCAL YEAR REPORT:

The Annual Fiscal Year Report can also be used as the Final Report, since both require the same information and cover the same 12-month period. The Contractor must produce and submit an itemized accounting summary of funds disbursed during the period of the Agreement. This document must be submitted separately from the Final Report/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 Agreement 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, 2018 through June 30, 2019;
- b. Impediments or other issues affecting the Contractor's operational effectiveness;
- c. Changes in office operations which are planned for the current fiscal year;
- d. Marketing activities;
- e. Strategic alliances formed with organizations in the Countries where the Contractor represents EFI;
- f. Activities conducted with other Enterprise Florida international offices; and
- g. Any other information requested by the Agreement Manager, and/or which the Contractor believes would contribute to an understanding of its activities; and
- h. Itemized accounting of funds disbursed from this Agreement.

13. FINAL DISBURSEMENT:

Upon termination of this Agreement, EFI shall designate the final payment of the 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 Countries 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. Neither party will be liable for consequential, indirect, or punitive damages (including loss of profits or savings) for any cause of action, whether in contract, tort, or otherwise.

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 at 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 Countries, this requirement still exists and a document retention or transfer plan must be agreed to with EFI before the Final Payment is sent. Records relating to this Agreement shall be subject at all times to inspection, review, or audit by state personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, Department of Economic Opportunity or other personnel authorized by EFI and copies of such records shall be delivered to EFI upon request.

22. TELECONFERENCES:

Contractor shall conduct a teleconference meeting on an as needed basis with the Agreement 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 Stephan Engel, 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 Countries. Contractor shall display signage in the reception area of its office promoting the presence and establishment of "Enterprise Florida, Inc. – Hong Kong 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. This Agreement shall bind the heirs, successors, and permitted assigns of Contractor.

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 which could constitute 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:

Without EFI's prior written consent, Contractor shall not represent or perform any economic development consulting assignment focused on promoting foreign direct investment and trade development from the Countries to any municipality, region, territory, or possession of Virginia, South Carolina, North Carolina, Alabama, Georgia, Mississippi, Louisiana, Arkansas, Tennessee, New York, Texas, or California ("Competitor States") for any municipality, region, territory, or possession of the Competitor States during the term of this Agreement that EFI deems competitive in its reasonable discretion with the territories where Contractor is representing EFI. Without EFI's prior written consent, which shall not be unreasonably withheld, Contractor shall not represent or perform any economic development consulting assignment focused on promoting foreign direct investment and trade from the Countries to any municipality, region, territory, or possession of any state of the United States of America that is not a Competitor State ("Non-Competitor State") for any municipality, region, territory or possession of a Non-Competitor State during the term of this Agreement that the Contractor is representing EFI. If EFI deems such a representation for a Non-Competitor State to be competitive, then it shall promptly provide written notice explaining its rationale in reasonable detail; and

- a. Except for any preexisting clients, 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:

During the term of this Agreement, Contractor shall, at its own expense and in each of the Countries, maintain and carry insurance in full force and effect, including (without limitation):

- Workers' Compensation insurance or equivalent insurance;
- Commercial General Liability insurance or equivalent insurance, in each case with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Contractor under this Agreement;
- Errors and Omissions Insurance or equivalent insurance; and
- other forms of insurance customarily maintained by entities in the industries and in the Countries in which Contractor operates,

In each case with financially sound and reputable insurers acceptable to EFI. Notwithstanding and without limiting the above-specified minimum policy limits, Contractor shall, at all times during the term of this Agreement, carry insurance policies with limits sufficient to protect and indemnify EFI and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from Contractor's conduct, acts, or omissions or the conduct, acts, or omissions of Contractor's agents, contractors, or employees. Contractor shall list EFI as an additional insured under such policies, and, upon EFI's request, Contractor shall forward to EFI copies of the insurance policies and certificates of insurance evidencing such insurance, which certificates will indicate that EFI is an additional insured under such policies, that such insurance policies may not be canceled before the expiration of a 90 calendar day notification period, and that EFI will be immediately notified in writing of any such notice of cancellation. Upon cancellation of or a material change in any of Contractor's insurance policies, Contractor shall immediately provide EFI with written notice explaining such cancellation or material change and, in the case of a cancellation or reduction in coverage, evidence of replacement insurance coverage meeting the requirements set forth above.

31. LOBBYING ACTIVITY:

Contractor shall not use any funds provided under this Agreement for the purpose of lobbying the Florida Legislature, Executive, or 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's 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.

With respect to any intellectual property of Consultant developed, created or acquired during or after the performance of the Services for itself **unrelated** to this Agreement or for any of its clients, including without exception, all methodologies, procedures, management tools, workshops, manuals, data files, concepts, ideas, and inventions ("Contractor's Intellectual Property") are, and shall remain, the sole and exclusive property of Contractor. EFI shall not have or acquire any right, claim, title or interest in or to any of Contractor's Intellectual Property.

33. COORDINATION:

When reasonable, Contractor shall coordinate with other components of the state and local economic 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. A termination for cause may occur, but is not limited to the following: (i) Contractor's willful misconduct or gross negligence; or (ii) Contractor's conscious disregard of its obligations hereunder or of any other duties mutually agreed upon; or (iii) Contractor's intentional failure to timely produce required deliverables.

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 at 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 prior to the effective date of termination.

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. NON-DISCRIMINATION

- a. Contractor shall (i) comply with all relevant laws designed to prevent discrimination so that Contractor does not discriminate against any person who performs work hereunder because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry, or age; (ii) include in all solicitations or advertisements for employees the phrase "Equal Opportunity Employer"; (iii) if applicable, comply with all federal, state, or local reporting requirements; and (iv) be declared in default of this Agreement if it fails to comply with any such reporting requirements of (iii) above or if Contractor is found guilty of any of the foregoing laws.
- b. Contractor shall comply with all necessary laws and Governor Rick Scott's Executive Order 17-319 preventing sexual harassment in state agencies. Contractor shall ensure a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

39. DISCRIMINATORY VENDOR LIST

To the extent required by section 287.134(3)(a), Florida Statutes, and EFI's contract with the Florida Department of Economic Opportunity (DEO), Contractor

acknowledges notice of the requirements of section 287.134(2)(a), Florida Statutes. To Contractor's knowledge, it has not been placed on the discriminatory vendor list described by section 287.134, Florida Statutes.

40. PUBLIC ENTITY CRIMES

To the extent required by section 287.133(2)(a), Contractor affirms that it is aware of the provisions of section 287.133(2)(b). Contractor affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in the termination of this Agreement.

41. MINORITY AND SERVICE-DISABLED VETERAN BUSINESSES

Pursuant to its contract with DEO, EFI requires Contractor to report on the use of minority and service-disabled veteran business enterprises. This report will be in a form provided by EFI and must be submitted with the final payment request.

42. CERTIFICATION SCRUTINIZED COMPANIES LISTS

Pursuant to its contract with DEO, EFI requires that Contractor, by executing this Agreement, certifies that Contractor is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), F.S., EFI may immediately terminate this Agreement for cause if Contractor is found to have submitted a false certification as to the above or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If EFI determines that Contractor has submitted a false certification, EFI will provide written notice to Contractor. Unless Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that EFI's determination of false certification was made in error, EFI shall bring a civil action against Contractor. If EFI's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Contractor, and Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of EFI's determination of false certification by Contractor. In the event that federal law ceases to authorize the States to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

43. PURPOSE- pursuant to section 288.904(6)(b), Florida Statutes

- a. The purpose of this Agreement is 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 information and research on trade opportunities in specific countries.

- b. Specific performance standards and responsibilities for each entity are included in paragraph 8.
- c. A detailed contract budget is found in paragraph 4.
- d. The value of the services provided is \$249,228.
- e. There are no projected travel and entertainment expenses for employees and board members of EFI.

44. 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.

APCO WORLDWIDE LIMITED
("Contractor")

ENTERPRISE FLORIDA, INC.
a Florida not-for-profit corporation
("EFI")

DocuSigned by:
James McGregor
31E301B04591422...

James McGregor
Legal Representative, Greater China

DocuSigned by:
Robert Schlotman
4219E55ED64F4ED...

Peter Antonacci
President/CEO

-or-

Designee: Robert Schlotman

Date: 9/5/2018

Date: 9/6/2018