

**AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN
ENTERPRISE FLORIDA, INC.
AND
FENETRE PARTNERS, LTD.**

THIS AGREEMENT (“Agreement”) is entered into this 24th day of December, 2019, by and between ENTERPRISE FLORIDA, INC., a Florida not-for-profit corporation (“EFI”) and FENETRE PARTNERS, LTD. (“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 Japan (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:	Z. Joe Kulenovic, V.P. International Operations Enterprise Florida, Inc. 201 Alhambra Circle, Suite 610 Coral Gables, Florida 33134 Tel: +1-305-808-3588
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Fax: +1-305-808-3586

Email: zjkulenovic@enterpriseflorida.com

Contractor: Yasushi Hasegawa, Representative Director
Fenetre Partners, Ltd.
INAC Bldg. 4F, 5-18-23, Roppongi, Minato-ku
Tokyo 106-0032
Japan
Tel: +81-3-6697-4871
Fax: +81-3-4496-6035
Email: hasegawa@fenetre.co.jp

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, Yasushi Hasegawa, can be reached at +81-3-6697-4871.

3. TERM:

The term of this Agreement shall commence on January 1, 2020, and shall remain in effect through June 30, 2020, unless otherwise terminated as provided herein. This Agreement may be renewable at the exclusive 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 Eighty-Eight Thousand Dollars (US \$88,000), (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. 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 within Japan, 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 Japan's self-directed business development efforts;
- j. Senior, mid-level, and support staff, as required;
- k. Translation into Japanese, when required, of promotional materials that the Contractor produces; and
- l. Office space dedicated to Contractor's performance of the Services.

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 Japan 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 Japan, by 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.

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- e. During the term of this Agreement, Contractor shall assist in organizing EFI's participation at promotional events in Japan. If it is determined by both parties that additional trade or investment events are required, beyond the 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 from Florida to Japan, or a business development mission from Japan 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.
- g. When requested by EFI, Contractor shall identify and seek out sources of sponsorships for EFI-sponsored seminars in Japan.
- h. Contractor shall be responsible for overall financial management of operational expenses in Japan.

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 identified in Paragraph 7. 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 Japan and directed to Florida;
- b. The value of documented trade transactions, including joint ventures between companies in Japan and companies in the State of Florida;
- c. Eight (8) qualified FDI leads sent by the Contractor to EFI. Four (4) of these leads should have 20+ expected jobs;
- d. Two (2) projects established, which could be from new ("greenfield") investments, or from expansions of companies already with an existing presence in Florida;
- e. Significant relationship development with fifteen (15) target industry companies situated in Japan;

- f. Relationship development with five (5) new key trade and/or FDI multipliers in Japan;
- g. Assistance in scheduling appointments with Japanese FDI prospects for EFI at trade shows, major exhibitions, and conferences, both inside and outside of Japan, including but not limited to Medica, Farnborough Air Show, and SelectUSA Investment Summit;
- h. Participation at and/or assistance with other trade shows and events of relevance for promoting Japanese investment into Florida, or Florida's exports to Japan (if requested);
- i. Market research on EFI's target industry sectors in Japan;
- j. Content management and maintenance of the EFI Japan microsite on EFI's website;
- k. Organizing and participating in a targeted industry business development mission from Florida to Japan, or a mission from Japan to Florida (if requested);
- l. Satisfactory assistance to EFI's economic development partners in their efforts to promote their business locations in Japan;
- m. Satisfactory assistance to Florida companies in their efforts to export their products and/or services to Japan;
- n. Satisfactory performance of matchmaking services for Florida companies in Japan (when requested, at an additional negotiated fee not included in this agreement, commensurate with the fees for similar services charged by the US Commercial Service); and
- o. Organizing, facilitating, and staffing EFI's participation at SEUS Japan, including seminars promoting Florida as a business location and commercial gateway to Latin America. Representing EFI at SEUS Japan (if requested).

The Contractor shall have performed reasonably if they achieve a positive assessment of their overall performance by 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 days after the start of this Agreement, according to a format agreed upon with EFI and consistent with the requirements enumerated in section 288.012(2), Florida Statutes. If the contract is renewed, the business plan for the next contract term should be submitted prior to the termination of this Agreement. Any renewal or extension of this contract is in the exclusive discretion of EFI.

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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 Country 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, 2019 through June 30, 2020;
- 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 Country 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 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 prefectural taxes or other payroll withholdings on behalf of Contractor, either in Japan 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. 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.

19. 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.

20. PRINCIPAL:

Contractor agrees that Yasushi Hasegawa, an individual (the “Principal”) shall serve as an employee or independent contractor of Contractor, and that the Principal shall have primary responsibility for the performance by Contractor of the Services.

21. PROMOTIONAL MATERIALS:

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

22. 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.

23. 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 which 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.

24. 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.

25. INSURANCE:

Contractor represents that it has the necessary and reasonable insurance required to do business in Japan.

26. 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.

27. 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.

28. OBLIGATION UPON TERMINATION:

In the event of termination of this Agreement, 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 and unable to be reasonably cancelled.

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 any final payment under this Agreement.

29. 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 found in paragraph 4.
- e. There are no projected travel and entertainment expenses for employees and board members of EFI.

30. 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.

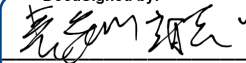
31. STANDARD TERMS:

Contractor acknowledges EFI's Standard Contract Terms & Agreements for 2019-2020, which are attached to this Agreement and incorporated herein.

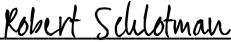
IN WITNESS WHEREOF, the parties have cause this Agreement to be duly executed the day and year first above written.

FENETRE PARTNERS, LTD.
("Contractor")

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

DocuSigned by:


D2B4BCE3BC324F4...
Yasushi Hasegawa
Representative Director

DocuSigned by:


3B25626D471...
Jama Sewell
President/CEO

-or-

Designee: Robert Schlotman, COO

Date: 12/24/2019

Date: 12/26/2019