

**AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN
ENTERPRISE FLORIDA, INC.
AND
IBT ONLINE, LLC**

THIS AGREEMENT ("Agreement") is entered into this 3rd day of February, 2020 by and between ENTERPRISE FLORIDA, INC., a Florida not-for-profit corporation ("EFI") and IBT Online, LLC., ("Contractor") (also herein as "Party" and Parties").

RECITALS

WHEREAS, EFI is the principal economic development organization for the State of Florida and has the responsibility to provide leadership for business development in Florida by establishing a unified approach to Florida's efforts of international trade and reverse investment, by marketing Florida as a pro-business location for potential new investment, and by assisting in the creation, retention, and expansion of existing businesses; and

WHEREAS, the State of Florida had provided, through legislative appropriation, funding to Enterprise Florida to continue the Florida Export Diversification and Expansion Programs and to assist Florida's existing businesses in their ability to conduct international trade; and

WHEREAS, EFI recognizes that the ability to conduct international trade improves and strengthens Florida's existing businesses; and

WHEREAS, EFI recognizes that companies looking to expand overseas can do so faster and more effectively by establishing an online presence localized for individual foreign markets;

WHEREAS, EFI recognizes that companies are more likely to consider website localization when financial assistance is available; and

WHEREAS, Contractor, represents that it possesses the requisite skills, knowledge qualifications and other specific skills required to complete Website Localization on behalf of qualified Florida companies; and

WHEREAS, the Parties desire to enter into an Agreement setting forth the terms and conditions in which services are to be provided.

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. TERM:

The term of this Agreement shall commence on January 24, 2020 and shall remain in effect until June 30, 2020 or until all services described in Paragraph 2, Scope of Services, are complete; or unless earlier 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. Any extensions and renewals shall be agreed to by both Parties in writing and authorized by amendments to this Agreement as stated in Paragraph 9.

2. SCOPE OF SERVICES:

As described in Attachment A – Scope of Work, Contractor shall complete up to twelve (12) Website Localization Projects at a cost of twelve thousand dollars (\$12,000.00) each. Four thousand dollars (\$4,000.00) of such amount to be paid by the website recipient to the Contractor to initiate the project. Eight thousand dollars (\$8,000.00) of such amount shall be paid by EFI to Contractor upon verification of project completion. A total of twelve (12) website localization projects for a total cost to EFI not to exceed one hundred thousand dollars (\$100,000.00) may be completed under this contract.

3. CONSIDERATION:

In consideration for the performance by the Contractor of the Services, subject to the conditions of this Agreement, EFI shall pay Contractor up to the sum of eight thousand-dollars (\$8,000.00) for each completed project, up to a total of twelve projects. EFI's obligation to pay for an individual project shall be contingent upon payment by the website recipient to the Contractor to initiate the project.

Pursuant to its contract with the Department of Economic Opportunity (DEO), EFI's obligation to pay under this Agreement is contingent upon funds appropriated by the Florida Legislature, as referenced in EFI's attached Standard Contract Terms and Agreements.

4. AGREEMENT MANAGER:

EFI's Director of Compliance, Contracts and Grants, Michelle Boylan, or an assigned successor shall act as the Agreement Manager to ensure compliance by Contractor with all of the terms and provisions herein. The Parties and their respective addresses for the purpose of this Agreement are:

EFI: Michelle Boylan, Director, Grants, Contracts & Compliance
Enterprise Florida, Inc.
800 N. Magnolia Ave., Suite 1100
Orlando, FL 32803
Phone: 407-956-5636/Fax: 407-956-5599
mboylan@enterpriseflorida.com

IBT Online: John Worthington, CEO
IBT Online, LLC
A-707 Lake Cook Road, Suite 108
Deerfield, IL 60015
Phone: 312-622-4456
jw@ibt.onl

5. NOTICES:

All notices between the Parties provided for herein shall be by either confirmed e-mail, confirmed Fax, confirmed business mail service or certified mail, return receipt requested, delivered to the address of the Parties as set forth in Paragraph 4 above.

6. 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.

7. 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 national or state taxes or other payroll withholdings on behalf of Contractor. 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.

8. NON-EXCLUSIVE RELATIONSHIP:

The relationship between the Parties is a non-exclusive one, which allows the Contractor 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.

9. 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. 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.

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

- a. The purpose of this Agreement is to assist Florida pre-qualified small and medium-sized enterprises (SMEs) in the development of two company-specific websites localized for two foreign markets to create an online presence that will give the companies access to new markets and clients, generate brand awareness and lead to increased sales.
- b. Specific performance standards and responsibilities for each entity are included in Attachment A.
- c. A detailed contract budget is found in paragraph 2.
- d. The value of the services provided is found in paragraph 2.
- e. There are no projected travel and entertainment expenses for employees and board members of EFI.

11. EFI CONTRACT TERMS AND CONDITIONS:

EFI's Standard Contract Terms and Agreements are attached as Attachment B and incorporated herein.

12. 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.

13. WORKS FOR HIRE:

Contractor agrees and shall instruct Contractor's employees and subcontractors, if any, that all services, records, papers, reports, descriptive and pictorial material, printed or written technical information, drawings, reproductions thereof, samples, and models produced by Contractor, in whatever form and in whatever stage of development whatsoever during the performance of the Work and Services under this Agreement shall be considered "works made for hire," and are the exclusive property of EFI, the nature and contents of which shall not be disclosed to others without the prior written permission of the EFI.

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

IBT ONLINE, LLC
("Contractor")

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

DocuSigned by:
John Worthington, CEO
John Worthington
CEO

DocuSigned by:
Robert Schlotman
Jamal Sowe
President and CEO

-or-

Designee : Robert Schlotman, coo

Date: 2/3/2020

Date: 2/3/2020

Attachment A – Scope of Services

Website Localization Services for New-To-Export Manufacturers and Professional Services Providers

Program Description:

The website localization program provides two company-specific websites localized for two foreign markets to Florida pre-qualified small and medium-sized enterprises (SMEs) who are new-to-export, new-to-market, or infrequent exporters. A dedicated online presence will give the companies access to new markets and clients, generate brand awareness and lead to increased sales. Qualified companies may also have other custom website options created for them through this program.

The website localization services are completed by IBT Online, LLC – a nationally-recognized firm providing 1) website localization services; 2) international online marketing, and 3) website management. IBT’s dedicated Project Manager, based in South Florida, will work closely with EFI’s statewide network of Trade Managers to market not only these services, but EFI’s other trade programs and services as well. The Project Manager will prepare and deliver one-on-one presentations to potential clients and may participate in educational workshops and local trade events suitable for meeting with potential clients and promoting the website localization program.

The IBT Project Manager and EFI Trade Manager(s) will work with the client company jointly to ensure that relevant markets are selected to meet the specific needs of the company. Once a company is considered qualified, a Statement of Work will be signed between IBT and the client company, and IBT will proceed with their 10-step development process, ranging from selecting the most appropriate Content Management System to build the websites on, to international search engine optimization, keyword research, professional translation, and digital compliance.

Deliverables & Costs:

The total cost for preparation and delivery of two company-specific websites localized for two foreign markets is \$12,000.00. Each company will pay the Contractor \$4,000.00 towards the cost of the two websites when the company signs the Statement of Work provided by the Contractor at the beginning of the process. Enterprise Florida will use Florida Export Diversification and Expansion funds to pay the Contractor the \$8,000.00 balance.

Upon signing of the Statement of Work between the Contractor and the client company, the Contractor will forward (electronically) to EFI Contract Manager the signed Statement of Work and a paid invoice in the amount of \$4,000.00 proving that the client company has paid the Contractor. Upon completion of the two localized websites, the Contractor will forward (electronically) to EFI Contract Manager an invoice to EFI in the amount of \$8,000.00 and URLs for the two newly created websites to be approved by EFI.

A total of twelve (12) website localization projects may be completed under this contract.

Attachment B.

Enterprise Florida Standard Contract Terms & Agreements 2019-2020

1. This Agreement may not be assigned. This Agreement shall bind the heirs, successors, and permitted assigns of the parties. Upon being provided written notice from EFI, Contractor shall not object to any of EFI's assignment, or transfer of its rights, duties, or obligations under this Agreement to a governmental agency in the State of Florida.

2. EFI may terminate this Agreement with or without cause at any time by providing written notice to Contractor. A termination for cause may occur due to (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) intentional failure to timely produce required deliverables; or (iv) any other reason provided herein.

3. In the event of termination, EFI's sole obligation and liability to Contractor, if any, shall be to pay Contractor that portion of the expenses allowed under this Agreement that were incurred prior to the effective date of termination and unable to be reasonably cancelled.

4. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by Contractor from any and all claims, demands, and courses of action whatsoever which Contractor may have against EFI.

5. Contractor shall abide by all federal, state, and local laws, including but not limited to, the requirements of section 215.971, Florida Statutes, if Contractor is a subrecipient of state financial assistance as defined in section 215.97, Florida Statutes.

6. Contractor shall (i) comply with all relevant federal, state and local laws designed to prevent discrimination so that Contractor does not discriminate against any person who performs work hereunder because of age, race, religion, color, sex, physical handicap, marital status, national origin, or ancestry unrelated to such person's ability to engage in this work; (ii) include in all solicitations or advertisements for employees the phrase "Equal Opportunity Employer"; (iii) if applicable, comply with any and 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 violation of any of the foregoing laws.

7. Contractor shall comply with all necessary laws and Governor Ron DeSantis' Executive Order 19-11 readopting 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.

8. 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, relating to the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, grantee, supplier, sub-grantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity. Contractor affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Contractor or its affiliates been placed on the Discriminatory Vendor List.

9. To the extent required by Florida Statutes 287.133(3)(a), and EFI's contract with DEO, the Contractor affirms that it is aware of the provisions of section 287.133(2)(a), Florida Statutes. 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 termination of this Agreement in accordance with section 287.133(4), Florida Statutes. Contractor shall disclose to EFI if any of its affiliates, as defined in section 287.133(1)(a), Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from performing under this Agreement for a period of 36 months from the date of being placed on the convicted vendor list.

10. Contractor shall retain and maintain all records and make such records available for an audit as may be requested. Such records shall be retained by Contractor for a minimum period of seven (7) years after termination of this Agreement. The records 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, DEO, or other personnel authorized by EFI and copies of the records shall be delivered to EFI upon request.

11. Pursuant to its contract with DEO, EFI's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and DEO's funding obligations to EFI. 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 sole discretion.

12. Pursuant to its contract with DEO, EFI requires Contractor, by executing this Agreement, to certify that it 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.

13. EFI does not endorse any contractor, commodity, or service, and this Agreement may not be used to imply any such endorsement.

14. The terms and provisions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter. No change or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto.

15. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Orange County, Florida, applying Florida Law.

16. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions. All questions with respect to this Agreement and the rights and liabilities of the parties, are governed by the laws of the State of Florida.

17. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as deemed just and proper.

18. Contractor shall not use any funds paid pursuant to this Agreement for lobbying the Florida Legislature, the Florida judicial branch, or any State agency.

19. 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.

20. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Contractor shall refer the discovery or invention to EFI to determine whether patent protection will be sought in the name of the State of Florida. Additionally, in the event that any books, manuals, films, or other copyrightable materials are produced, the Contractor shall notify EFI.

21. ACCESS TO RECORDS AND PUBLIC RECORDS REQUIREMENTS:

a. Contractor shall keep and maintain public records required by EFI to perform Contractor's responsibilities hereunder.

b. Contractor shall, upon request from EFI's custodian of public records, provide EFI with a copy of the requested records or allow the records to be inspected or copied by the public records requestor within a reasonable time per the cost structure provided in chapter 119, F.S., or as otherwise provided by law.

c. Contractor shall ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

d. Upon completion of the contract, Contractor shall transfer, at no cost to EFI, all public records in possession of Contractor or keep and maintain public records required by EFI to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to EFI, upon request from the EFI's custodian of public records, in a format that is compatible with the information technology systems of EFI.

e. Pursuant to section 288.901(1)(b), Florida Statutes, Contractor acknowledges that the Legislature has determined it is in the public interest and reflects the state's public policy that EFI operate in the most open and accessible manner consistent with its public purposes. To this end, EFI and its divisions, boards, and advisory councils, or similar entities created or managed by EFI, are subject to the provisions of chapter 119 relating to public records and those provisions of chapter 286 relating to public meetings and records.

f. If EFI does not possess a record requested through a public records request and the record is one that is in Grantee's possession, EFI shall immediately notify Contractor of the request, and Contractor must provide the records to EFI or allow the records to be inspected or copied within a reasonable time.

g. If Contractor provides records to EFI that contain "proprietary confidential business information" as defined in section 288.075, Florida Statutes, or "trade secrets" as defined in section 688.002, Florida Statutes, such information should be clearly marked as such and a redacted

version of such record should also be provided to EFI. In the event that EFI asserts such exemption in response to a public records request based on Contractor's assertion, Contractor agrees to defend EFI in any challenge to such assertion.

h. Contractor acknowledges that EFI may unilaterally cancel this Agreement if Contractor refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with the Agreement, unless the records are exempt from section 24(a) of Art. I of the Florida Constitution and section 119.07(1), Florida Statutes. If Contractor fails to provide public records to EFI within a reasonable time it may be subject to penalties under section 119.10, Florida Statutes.

i. In the event of a conflict between any provision within this Agreement and the provisions of Florida's public records and sunshine laws contained within Article I, Section 24 of the Florida Constitution, Chapter 119, Florida Statutes, section 286.011, Florida Statutes, and including all applicable exemptions therefrom, the provisions of Florida law shall prevail. Further, EFI shall not be liable to Grantee for any disclosures that EFI deems required under Florida law, and the necessity of such disclosure shall be at EFI's sole discretion determined in conjunction with its legal counsel.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by phone at: 850-298-6620, by email at: kkeenan@enterpriseflorida.com, or by mail at: Enterprise Florida, Inc., Public Records Coordinator, 101 North Monroe Street, Suite 1000, Tallahassee, Florida 32301.