

SUBCONTRACT AGREEMENT

This Subcontract Agreement ("Agreement"), effective (on or around) February 15th, 2019 entered into by and between SYNERGY BUSINESS CONSULTING, Inc., a Florida corporation, with its principal place of business at [REDACTED] ("SYNERGY"), and Itlize Global LLC ("Subcontractor").

WHEREAS, Synergy Business Consulting, Inc. ("Synergy") have entered into an agreement with their Customer, [REDACTED] ("Customer"), pursuant to which Synergy has agreed to provide temporary staff augmentation services to Customer; and

WHEREAS, in connection with Synergy's performance of its obligations to Customer, Synergy wishes to have Subcontractor supply temporary employees directly to Customer, and Subcontractor wishes to provide such temporary employees to Customer;

NOW, THEREFORE, Subcontractor and Synergy, in consideration of the mutual promises contained herein and other good and valuable consideration given and received, agree as follows:

1. TEMPORARY SERVICES

- 1.1. At Synergy's request from time to time, Subcontractor agrees to supply temporary employees ("Assigned Employee") for work to be performed for Customer. Specific information relating to each assignment shall be identified on an Attachment A to this Agreement. The Assigned Employee shall possess the skills, experience, qualifications and capabilities necessary to adequately perform services requested by Customer, as more specifically set forth in Schedule A to this Agreement.
- 1.2. Assigned Employees will report to the Customer location and supervisor specified on Attachment A to this Agreement. Customer will supervise the Assigned Employees in performing the agreed upon duties. At the request of Customer or Synergy, Subcontractor will remove any of its employees assigned to Customer. This obligation shall not in any way affect the right of Subcontractor, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.

2. PRICING, INVOICING, AND PAYMENT TERMS

- 2.1. Synergy will pay Subcontractor for temporary services rendered by Assigned Employees, as approved and accepted by Customer, and at the rates set forth in Attachment A. Synergy's payments to Subcontractor for time worked will be based upon information in properly completed time cards signed by an authorized representative of the Customer, which shall serve as the sole basis for payment to Subcontractor for time worked.
- 2.2. Assigned Employees may incur expenses while on assignment with Customer. To be reimbursed for expenses incurred, Assigned Employees must complete an expense reimbursement form identifying the expense details. Expense reimbursement forms must be signed by an authorized representative of the Customer.
- 2.3. Assigned Employees will submit time cards or expense reports to Synergy weekly, by 12:00 pm EST on the Tuesday following the week in which the Assigned Employee worked or incurred expenses. Payment for time worked or expenses incurred will be paid NET 30 days following receipt of accurate invoice. All invoices will be submitted on monthly basis for all hours worked in prior month.
- 2.4. No charges shall be payable by Customer or Synergy to the Subcontractor for any time worked or expenses incurred if received more than three (3) weeks after the hours were worked or expenses incurred, or for failure of the Customer to sign a time card for any reason.

3. RESPONSIBILITIES OF SUBCONTRACTOR

- 3.1. Subcontractor will provide to Synergy Assigned Employees who are, in Subcontractor's judgment, best qualified to perform the services requested by Customer.
- 3.2. As the employer, Subcontractor will: (i) maintain all necessary personnel and payroll records for its employees; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, (e.g., vacation and holiday pay) directly to its employees; (v) provide for liability and fidelity insurance as specified in this Agreement, (vi) provide workers' compensation insurance coverage in amounts as required by law, (vii) report and pay the employer's share applicable state and local taxes, federal taxes, workers' compensation, FICA, federal unemployment insurance, and the like, with respect to all compensation received by Assigned Employees. Subcontractor agrees to indemnify and hold harmless Customer and Synergy against any liability for premiums, contributions or taxes payable under any workers' compensation, unemployment compensation, disability benefits, old age benefit or tax withholding laws with respect to any Assigned Employees.
- 3.3. At the request of Synergy or Customer, Subcontractor will arrange for criminal background checks for Assigned Employees at Subcontractor's expense. Subcontractor will not place on assignment with Customer an employee with a felony conviction without prior express permission in writing.
- 3.4. At Customer's or Synergy's request, Subcontractor will cause each Assigned Employee to sign and deliver a copyright and patent agreement and/or nondisclosure/confidentiality agreement in a form acceptable to Customer, prior to, or as soon as possible after the assignment commences. Subcontractor will insure that it and its Assigned Employees will not use or disclose any information learned during the performance of this Agreement relating to the business of which Customer might reasonably consider confidential (including without limitation all proprietary information and trade secrets) for any purpose other than performing the services under this Agreement.

4. NO COMPETE

- 4.1. Subcontractor shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, provide services to Customer without the prior express written permission of Synergy for a period of one (1) year after the last day of services provided to Customer, (NextEra Energy/FPL) under this Agreement.

5. TERM AND TERMINATION

- 5.1. This Agreement shall continue indefinitely until canceled by either of the parties hereto upon fifteen (15) days written notice to the other. In addition, Synergy shall have the right to immediately cancel this Agreement in whole upon written notice to Subcontractor in the event Synergy, in its sole discretion, determines Subcontractor's performance to be unsatisfactory or in the event of any breach of the obligations of this Agreement by Subcontractor.

6. RELATIONSHIP OF PARTIES

- 6.1. At all times during the term of this Agreement, Subcontractor shall retain its independent status, and Subcontractor and its Assigned Employees are and shall at all times be independent contractors to Customer and Synergy. The Assigned Employees under this Agreement shall remain employees of

Subcontractor and shall not by reason of their assignment or any other reason become employees of Customer or Synergy.

- 6.2. Regardless of the nature or duration of any assignment, neither Subcontractor nor any of Subcontractor's Assigned Employees will be eligible for or entitled to participate in any of Customer's or Synergy's employee benefit plans, programs, policies or practices which may now or in the future be in effect, including, without limitation, any pension, retirement, or 401(k) plan; any profit sharing, stock option, bonus or incentive compensation plan; any life or health insurance plan; any vacation or holiday pay plan; or any separation payment plan.

7. INDEMNIFICATION

- 7.1. Subcontractor shall indemnify, defend, and hold harmless Synergy and Customer, their affiliates, officers, directors, employees, agents, and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney fees) and causes of action (hereinafter "Claims") for (i) injury to, or death of, any person, including without limitation the employees, agents, contractors, licensees, and invitees of Subcontractor, (ii) damage to, or destruction of, any property, whether owned by Customer or Synergy or otherwise, or (iii) the failure of Subcontractor to comply with the provisions of this Agreement, but in each case, only to the extent such Claims are caused by or the result of the negligent or intentional acts or omissions of Subcontractor, its officers, employees, agents, contractors, licensees or invitees in the performance of the services defined in this Agreement.
- 7.2. Synergy or Customer shall promptly notify the other party of the assertion of any claim covered by this Agreement so as that Subcontractor has a reasonable time within which to notify its insurers of such claim and shall tender of the defense the claim. Failure to so notify shall not relieve Subcontractor of its obligations hereunder except to the extent such failure actually and materially caused prejudice.

8. LIMITATION ON LIABILITY FOR ANY MATTER IN CONNECTION WITH AGREEMENT

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY ORDER UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

9. NOTICES

Any notice required or permitted to be delivered by one party to another under or in connection with this Agreement shall be deemed sufficiently given after three business days if sent by certified U.S. mail, return receipt requested, or after one business day if sent by nationally recognized overnight carrier to the attention of the individual(s) and at the address(es) indicated in this Agreement.

10. MISCELLANEOUS

- 10.1. In the performance of this Agreement, each party agrees to comply with all applicable laws, rules and regulations.
- 10.2. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, notwithstanding choice of law principles.

- 10.3. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. This Agreement shall not be assigned in whole or in part by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 10.4. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect.
- 10.5. The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions or of its right thereafter to enforce each and every provision.
- 10.6. Neither party to this Agreement shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, including but not limited to strike, riot, war, fire, act of God, accident, plant breakdown not caused by the fault or neglect of such party, compliance with any law, regulation or order, of the United States of America or any other governmental body.
- 10.7. Any respective obligations of Synergy or Subcontractor hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.
- 10.8. This Agreement, together with all attachments, exhibits and addenda attached hereto, constitute the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersede all prior or contemporaneous understandings and agreements relating to such subject matter. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties hereto.
- 10.9. Section headings are included for convenience only and are not to be used to construe or interpret this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

FOR: SYNERGY BUSINESS
CONSULTING, INC.

Itlize Global LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
TO SUBCONTRACT AGREEMENT

CUSTOMER NAME:	
Customer Hiring Manager Name:	
Description of Services Requested:	
Start Date:	
Expected\ Completion Date:	
Project # or P.O. Number (if any):	
Location of Services to be provided:	
Subcontractor Assigned Employee Name:	
Billing Rate Per Hour	
OT Billing Per Hour (if different)	
Any Other Relevant Information:	

This Schedule is an Attachment to the Agreement between the parties with an *Effective Date on or around January 25th, 2019*

FOR SYNERGY BUSINESS CONSULTING, INC
Solution LLC

FOR SUBCONTRACTOR: Itlize Global LLC

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Position Title

Position Title

Date

Date