

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
ENTERPRISE FLORIDA, INC.
AND
OCO GLOBAL.**

THIS AGREEMENT (“Agreement”) is entered into this 19th day April 2022, by and between **ENTERPRISE FLORIDA, INC.**, a Florida not-for-profit corporation (“EFI”) and **OCO GLOBAL**. (“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 wishes to enter into a Consulting Services Agreement to develop a suite of propositions to support investor attraction efforts in various sectors; and

WHEREAS, Contractor acknowledges that this is a performance-based contract and represents that he possesses the requisite skills, knowledge, and qualifications necessary for this assignment; and

WHEREAS, the Parties desire to enter into this Agreement setting forth the terms and conditions under which the services will be provided,

NOW, THEREFORE, in consideration of the mutual promises and agreements herein, the parties agree as follows:

1. TERM:

The term of this Agreement shall commence upon execution and shall remain in effect until June 30, 2022. Any extensions shall be at the sole discretion of EFI. Any extension shall be in writing and authorized by amendment to this Agreement.

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 OCO Global Agreement Manager is SHALINI RASTE, and can be reached at +44 7766993751.

3. 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 Thirty Thousand Dollars (US \$30,000), (the “Consideration”) according to the following terms:

- 50% to be invoiced upon delivery and acceptance of 1st draft of first value proposition

- 50% to be invoiced upon delivery of all value propositions

EFI reserves the right to withhold or delay payment of the Consideration if Contractor fails to submit the required invoices and report as they become due and EFI receives and approves the same.

4. SCOPE OF SERVICES:

Contractor will develop a suite of value propositions to support investment attraction into the State of Florida as outlined in Attachment A. Scope of Work.

5. AVAILABILITY OF FUNDS :

EFI's obligations under this Agreement are contingent upon the availability to EFI of legislatively appropriated funds. In the event that this funding is made unavailable to EFI for any reason, this contract may terminate, with no monies owed for the remainder of the contract term.

6. CONFIDENTIALITY:

Contractor acknowledges and agrees that all information (including analyses, strategies, compilations, or other documentation) received or prepared in the engagement of activities under this Agreement shall be considered restricted, including information prepared by Contractor that reflects, in whole or in part, information described in Paragraph 6 above. Contractor shall not disclose, provide access to, release or disseminate any of the information outlined above to any person who is not an employee or agent of EFI, unless prior to disclosure, written authorization is granted by EFI. This clause shall be inoperative as to such portions of information which (i) are or become generally available to the public other than as a result of a disclosure by Contractor, (ii) Contractor is legally required to disclose; or (iii) were known to Contractor on a non-confidential basis prior to the commencement date of this Agreement.

EFI and the State of Florida retain exclusive ownership rights to all information generated from this contract, including information prepared by Contractor that reflects, in whole or in part, information described above.

7. TERMINATION:

This Agreement may be terminated without cause by Contractor with 30 days' notice in writing to BOTH the Agreement Manager identified in Paragraph 2. This Agreement may be terminated by EFI consistent with the terms of this Agreement, or at any time, with or without cause, in written notice provided by EFI to Contractor consistent with the notice requirements identified in paragraph 2. In the event that this Agreement is terminated prior to the expiration of the term, EFI shall pay Contractor for the work completed and any obligations and expenses incurred by the Contractor that could not reasonably be cancelled.

8. INDEPENDENT CONTRACTOR:

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

9. NON-EXCLUSIVE RELATIONSHIP:

The relationship between the parties is a non-exclusive one which allows Contractor to engage in other activities, provided that all of the term and conditions under this Agreement are strictly observed, with particular emphasis on paragraph 12.

10. CONFLICTS OF INTEREST:

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

11. 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.

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

1. The purpose of this Agreement is outlined in Paragraph 4.
2. Specific performance standards and responsibilities for each entity are included in Attachment A. Scope of Work.
3. A detailed contract budget is found in paragraph 3.
4. The value of the services provided is \$30,000.00
5. There are no projected travel and entertainment expenses for employees and board members of EFI.

13. STANDARD TERMS & AGREEMENTS:

Contractor acknowledges and accepts EFI's standard terms and agreements attached hereto, which are required by law and its contract with the Florida Department of Economic Opportunity (DEO). Such terms and conditions are incorporated herein and specifically made part of this Agreement.

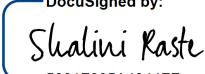
14. COUNTERPARTS:

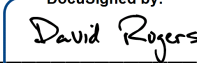
This Agreement may be executed in counterparts, with all pages initialed by the signing party, and shall be of the same force and effect as if all parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, faxed, scanned, or PDF contract versions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

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

OCO GLOBAL
("Contractor")

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

DocuSigned by:

5601E285A4944FE
Name: Shalini Raste
Title: GLOBAL DIRECTOR, CONSULTING SERVICES

DocuSigned by:

20C7187CE05749A...
Name: Marc Adler
Deputy Secretary of Commerce

-or Designee: David Rogers, COO

Date: 4/21/2022

Date: 4/21/2022

Attachment A: Scope of Work



Enterprise Florida

Developing a suite of Value Propositions to support investment attraction into the State of Florida



Executive Summary

Dear Joe and Janet

We are delighted to submit our proposal to support Enterprise Florida in developing a suite of value propositions. At OCO, we have over 20 years of experience supporting trusted clients with value propositions and FDI strategies across a range of different sectors and markets.

Your requirements: You are looking for consulting support in developing a suite of propositions to support your investor attraction efforts in the following sectors:

- Aviation and aerospace
- IT (in particular FinTech)
- Lifesciences, Healthcare, Biotechnology, Pharmaceuticals and Medical Devices
- Logistics and Distribution
- Homeland Security and Defence (in particular cybersecurity)
- Professional and Financial Services.

How we can meet your requirements:

Our team have substantial experience in supporting Investment Promotion Agencies with targeting investment, as well as supporting investors in choosing a suitable destination for their business operations. We believe we are well placed to meet your requirements as we:

- **Experience of developing propositions** – We have supported hundreds of IPAs in developing sector propositions across hundreds of sectors.
- **Knowledge of investor drivers** – We handle thousands of investor transactions every year which has given us an in-depth insight into the drivers behind investor decisions
- **Proven track record in attracting investment** – As FDI specialists, we have supported thousands of clients in their investment projects so understand how propositions are used as part of the investor journey

We look forward to the opportunity to deliver your requirements and hope our proposal outlines how we fulfil your needs. We look forward to speaking with you soon.

Best regards,
Shalini Raste

Global Consulting Director





Contents

- 01 Our understanding of your requirement
- 02 Our approach
- 03 Our experience
- 04 Our team
- 05 Our Commercial offer

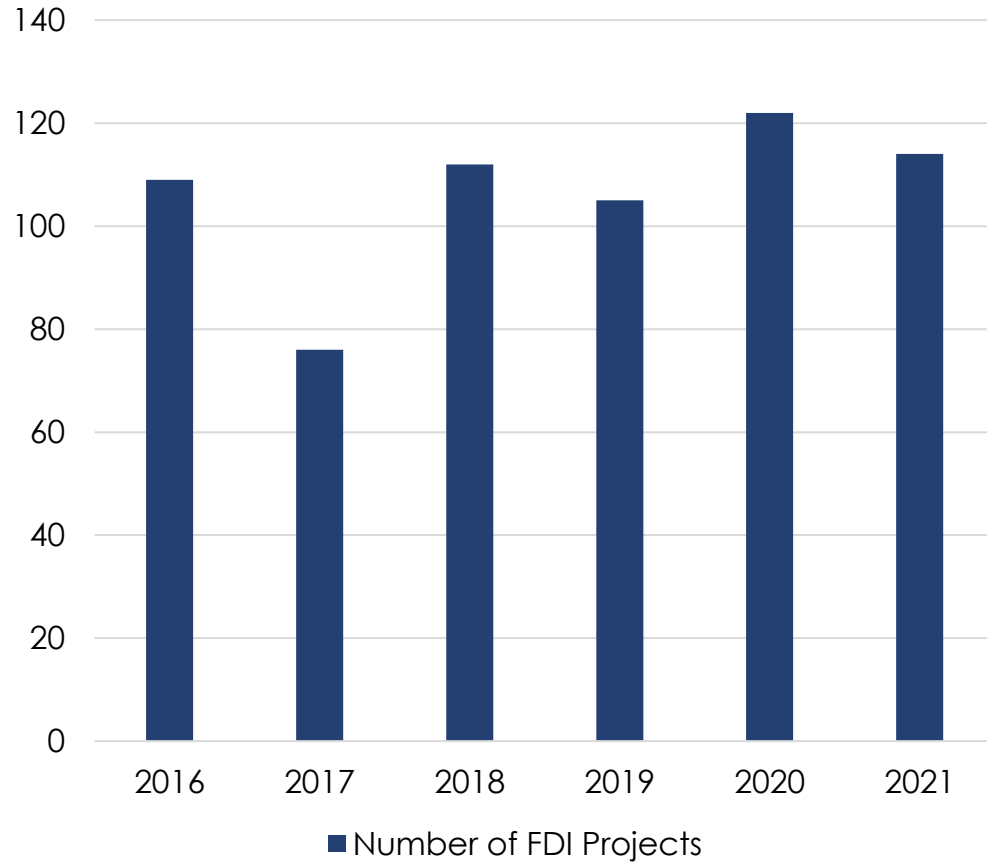
1. Our understanding of your requirements



In spite of the pandemic, FDI into the state of Florida has remained resilient over the last 5 years...



Number of FDI Projects



Key Source Markets

The UK has been Florida's largest source market over the past 5 years followed by Germany, Spain, France, Canada and Switzerland



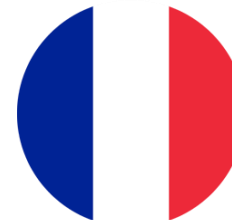
114 Projects



68 Projects



68 Projects



49 Projects



48 Projects



32 Projects



FDI has consistently created at least 7500 jobs a year and resulted in a minimum of \$2 billion in capital expenditure per year...



Largest employing projects

Santander (Spain) – **850 jobs** (2020)

Legoland (UK) – **496 jobs** (2021)

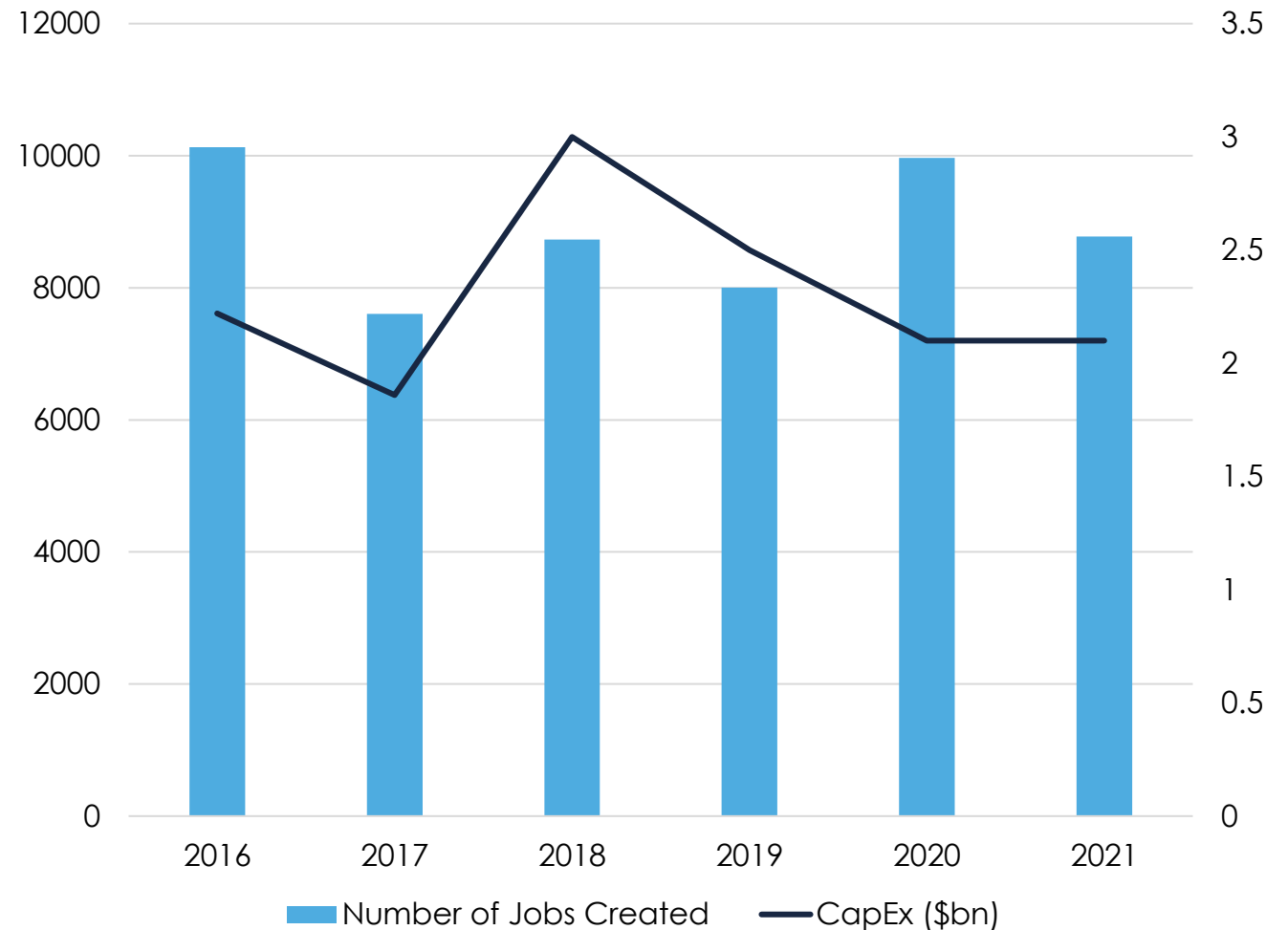
Puttshack (UK) – **496 jobs** (2020)

Largest CapEx projects

Eagle LNG (Canada) – **\$718 million** (2018)

HCL Software (India) – **\$491 million** (2019)

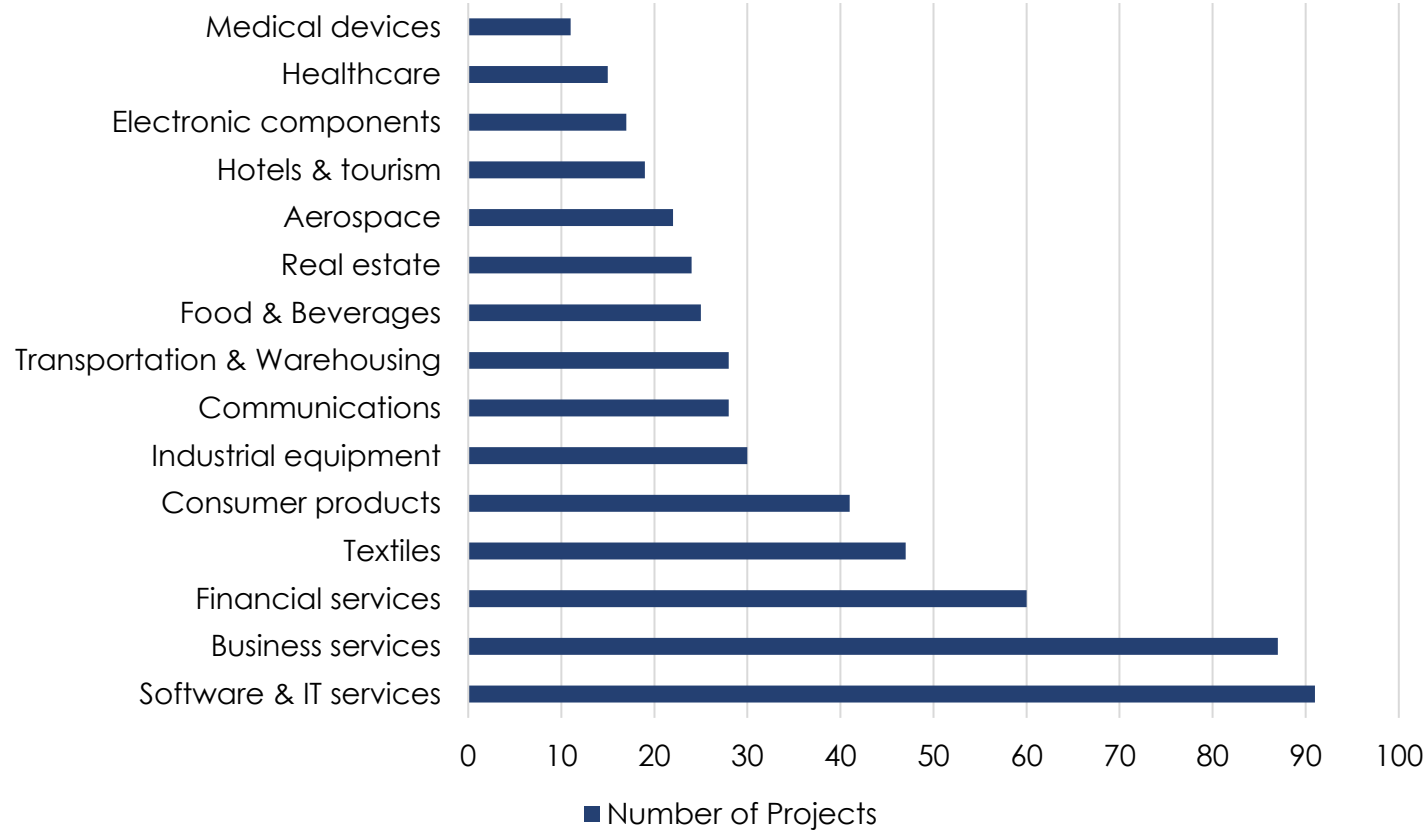
Thales (France) – **\$327 million** (2016)



Software & IT, business and financial services have created the most FDI projects for Florida over the past 5 years.



**Number of Projects by Sector
2016 - 2020**



Key Sectors



Software & IT
91 projects



Business Services
87 projects



Financial Services
60 projects



You are seeking support in developing a suite of value propositions in your target sectors which can be used to support investment attraction efforts



Your requirements:

Developing a suite of propositions to support your investor attraction efforts in the following sectors:

- Aviation and aerospace
- IT (in particular FinTech)
- Lifesciences, Healthcare, Biotechnology, Pharmaceuticals and Medical Devices
- Logistics and Distribution
- Homeland Security and Defence (in particular cybersecurity)
- Professional and Financial Services

These propositions should help frontline staff with providing bespoke information for potential investors throughout the investment journey, e.g. at the start to support cold outreach efforts, as well as follow up information after an initial conversation



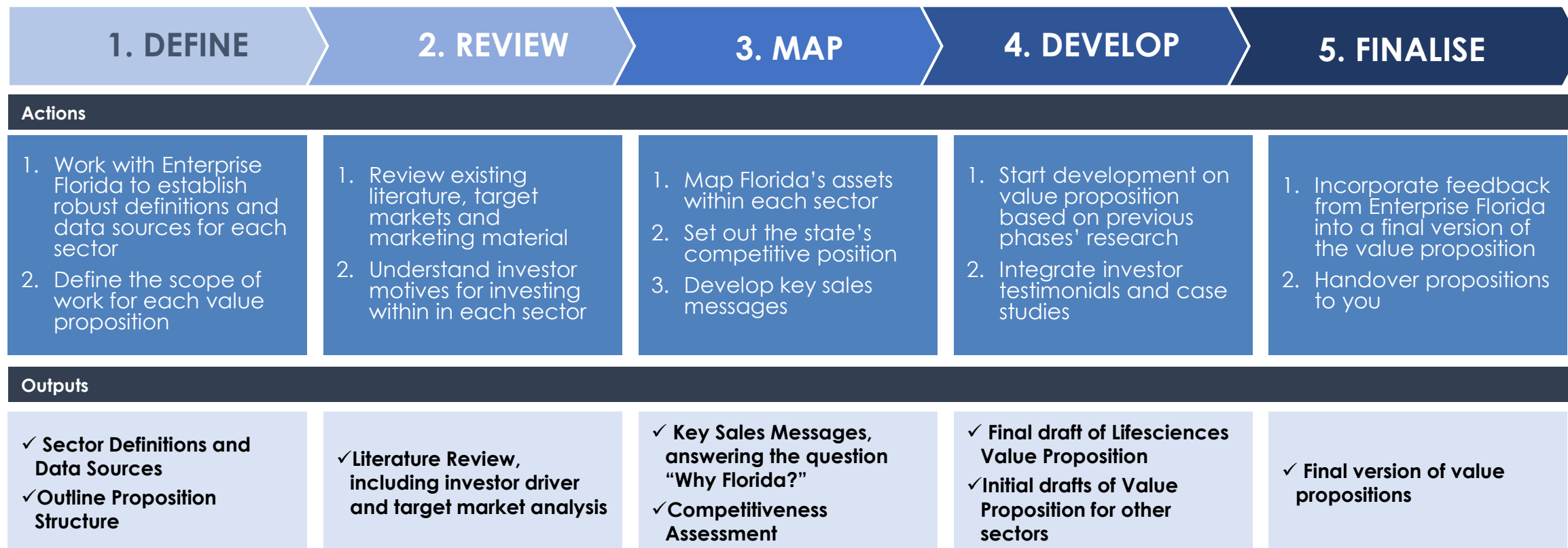
2. Our approach



We will develop a suite of a value propositions for Enterprise Florida's 6 key sectors



We propose a phased approach to delivering this work:



Step 1 - DEFINE



Objective: Establish a set of robust sector definitions and structure for propositions

Activities

In the **DEFINE** step, we will:

- **Work with Enterprise Florida to identify what subsectors should be covered in each of sectors.** We will use this information to build a set of robust sector definitions for each of the key sectors, and identify which of the subsectors are the ones which are of most interest to investors and should require particular focus in the proposition
- **Define the scope of work within each value proposition.** We will work with you to determine a table of contents for each value proposition. This will include structure and clarity on which subsectors and topics should be of most prominence in each proposition
- **Agree data sources and inputs for proposition** – We will also agree what data sources we should use for the proposition and what information sources you are able to share in order for us to start developing the initial proposition

Output

- ✓ Sector Definitions and Data Sources
- ✓ Outline Proposition Structure

Timeline

- Weeks 1-2

| Sector Name | Sub-Sectors | Sector Name | Sub-Sectors |
|--|---|--|--|
| Aerospace | Air traffic management, airframe and wings, engine systems, equipment, autonomous systems and rotary wing, space systems and equipment, space research & technology, airlines | Aerospace | Aircraft Engineering, Manufacturing & Parts, Airlines & Air Transport Services, Space |
| AgriFood | Sustainable farming, intensive farming, husbandry animals and crops, food processing and service, sustainability, health and wellbeing and safety, nutraceuticals, functional foods, food production and manufacturing processes, food Services, fishing, beverage production and manufacturing | AgriFood | Beverages; Food & Beverage Equipment; Food Services; Fruit, Vegetables, Seeds & Grains; Functional and Wellbeing Foods; Meat, Fish & Dairy; Processed Foods; Tobacco |
| Automotive | Design, engineering and manufacture of vehicles and components, electric vehicles, motorsport, construction & mining equipment, commercial vehicles | Automotive | Automotive Vehicle Parts, Manufacture of Light & Heavy Vehicles, Motor Rental, Repair & Maintenance, Road Transportation Services, Smart Vehicles |
| Chemicals | Petrochemicals, plastics, paints, fine and specialty chemicals (not including pharmaceuticals) intermediate chemicals, coatings, soaps & detergents, rubber | Business & Professional Services | Accounting, Audit & Tax, Advertising & Marketing, Business Administration & Support Services, Consulting Services, HR, Recruitment & Employment, Legal |
| Construction Inc. built environment | Core construction, contracting and services (eg architecture, engineering, master-planning (including city level), facilities management) in relation to residential, commercial and industrial buildings, regeneration, roads and bridges, built environment, infrastructure, real estate | Chemicals | Basic Chemicals; Fertilisers, Pesticides & AgriChemicals; Other Chemicals; Paints, Dyes, Coatings & Tanning Agents; Petrochemicals; Plastics, Rubber & Other Polymers; Resins & Gums; Soap & Cleaning Products |
| Consumer Products & Leisure | Leisure equipment, sports equipment, jewellery, tableware, Cosmetics, Stationary, Home decorations, Gift products, Travel accessories, garden and pet products, leisure activities and services including theme parks and sports centres, textiles and clothing manufacturing | Construction & Infrastructure | Architecture, Design & Engineering Services; Construction Equipment; Construction Materials; Construction Services; Facilities Management; Real Estate; Smart Cities |
| Creative Industries | Advertising, computer/video games, screen (film, TV, radio, animation), music, performing arts, publishing, art market, crafts, design, designer fashion, furniture design, ceramics, digital media, museums | Consumer Products & Textiles | Clothing, Footwear & Accessories, Consumer Products & Textiles Equipment, Fabrics, Fibres & Textiles, Homeaware, Horticultural Plants, Other Consumer Products, Personal Care & Cosmetics |
| Education, Training & Skills | Business schools, professional, computer & management training, Colleges and Universities, educational support services, miscellaneous educational and training services, primary and secondary education, professional, technical, trade and other schools | Creative Industries | Animation, Film, TV, & Broadcast; Gaming, Music, Photography, Printing & Publishing |
| Energy Transmission and Storage | Fuel cells, transmission, distribution and storage, including batteries | Defence & Security | Biometrics & Forensics; Cyber Security; Security & Defence Policy; Security & Surveillance Services; Weapons & Ammunition; Information and Data Security |
| Environment & Water | Resource efficiency, waste and pollution management, energy efficiency, water supply and sanitation, sewerage | Education, Training & Skills | eLearning, Primary & Secondary Education; Professional & Technical Education; Tertiary Education |
| Financial Services | Banking, insurance, Pensions, Fund management, Private Equity, Commodities, Mortgage and Credit, Securities | Energy Transmission & Storage | Distribution And Storage, Including Batteries; Energy Transmission; Fuel Cells |
| ICT | Communication and broadcasting technology, consumer and services and enterprise systems, cloud computing, data mining, programming, electrical equipment, wiring devices, IT hardware | Environment & Water | Commodities & Securities; Insurance & Risk Management; Investment Banking & Wealth Management; Payments, Pensions & Funds; Retail Banking |
| Industrial Biotechnology | Genetic Engineering, Fermentation technology, Biotransform, structural biology, bioinformatics, biosensors | Financial Services | Commodities & Securities; Fossil Fuel Mining & Extraction; Fossil Fuel Transportation & Distribution; Refined Fossil Fuel |
| Machines and Engines | Manufacturing technology & equipment, Sustainable manufacture, computer, machinery, motor vehicles and other transport, measuring & control instruments | Hardware & Equipment | Computers and peripherals, Consumer electronics, Electronic equipment, Lighting and LEDs, Magnetic and optical media, Semiconductors and electrical components |
| Metals, Mining and Materials | Construction products, basic metals, Cement & concrete products, and zinc mining, Glass & glass products, Mineral-based products | Industrial Biotechnology | Bioinformatics; Bioremediation; Biosensors, Enzyme Technology; Fermentation Technology; Genetic Engineering, in-Silico Modelling |
| Nuclear | Nuclear electric power generation | Leisure & Tourism | Experience Economy, Sports & Performing Arts, Travel & Accommodation |
| Oil and Gas | Fossil fuels, Petroleum and Natural Gas Extraction, Pipeline | Machines & Engines | Engines, Turbines & Generators; Industrial Equipment & Manufacturing; Measurement & Control Equipment; Repair and Maintenance of Industrial Equipment |
| Pharmaceuticals & Healthcare | Discovery, development and production of both small molecule (including bio-similars) and related technologies (e.g. drug therapies, medical devices and technology (including dental research services (including management of clinical trials), H patient management, IT based services specific to healthcare, Biomass, Geothermal, Carbon capture and abatement, Hydro Microgeneration, Wave, Wind, Low carbon technology & fine | Metals, Mining & Materials | Basic Metal Mining; Basic Metal Processing; Forestry & Logging; Glass Processing; Iron & Steel Mining; Iron & Steel Processing; Leather Processing; Metal & Mining Equipment; Non-metallic Mineral Mining & Quarrying; Non-metallic Mineral Processing; Other Animal Products Processing; Other Materials Processing; Other Metals Mining; Other Metals Processing; Paper Processing; Plant Product Processing; Wood & Cork Processing |
| Renewables | Biomass, Geothermal, Carbon capture and abatement, Hydro Microgeneration, Wave, Wind, Low carbon technology & fine | Nuclear | Nuclear Electric Power Generation |
| Retail and Logistics | Clothing outlets, Grocery & Retail outlets, Supply chain management, Wholesalers, Couriers & messengers, Freight Distribution & Access control systems, Biometrics, surveillance & sensors, systems, Forensics, counter terror, cyber security, informatics | Pharmaceuticals & Healthcare | Diagnostics, eHealth, Healthcare; Medical Devices & Equipment; Pharmaceuticals; Regenerative Medicine & Advanced Therapies |
| Security | Access control systems, Biometrics, surveillance & sensors, systems, Forensics, counter terror, cyber security, informatics | Renewables | Biomass, Hydro-Electric And Geothermal Power, Solar, Tide, Wind |
| Services | Business and professional services, incl. legal services, consulting | Retail | AgriFood Retail; Automotive Retail; Chemicals Retail; Construction & Infrastructure Retail; Consumer Products & Textiles Retail; Fossil Fuels Retail; Hardware & Equipment Retail; Leisure & Tourism Retail; Machines & Engines Retail; Metals, Mining & Materials Retail; Other Retail; Transport & Logistics Retail |
| | | Software & Services | Computer Programming; Computer System Design; Data Processing & Hosting; Informatics & Analytics; Other information services, Software publishing and services |
| | | Telecommunications & Connectivity | Communication equipment, Internet and Web Services, Other Telecommunications & Services, Satellite Telecommunications, Wired Telecommunication carriers, cables & wires, Wireless Technology & Carriers |
| | | Transport & Logistics | Logistics & Storage; Marine & Shipping; Other Transport; Ports (including Airports); Post & Courier; Rail |

Step 2 - REVIEW



Objective: To gain a thorough understanding of where the opportunity lies for Florida

Activities

In the **REVIEW** step, we will:

- **Review existing literature, market information and marketing material used to attract investment into Florida** – Given that these value propositions need to align closely with specific sectors, it will be important to have a comprehensive appreciation of the work occurring in these areas and any existing collateral
- **Identify what the core target markets are for each sector** – We will work with you to understand the sources markets for each of your core sector as well as what new markets you are wishing to target. This will help us to ensure the sales messages in the proposition are tailored towards your target markets
- **Understand specific investor motives for investing within in each sector** – We will aim to understand what is driving investment? This will involve looking at past projects, testimonials, as well as identifying investor perceptions on the Florida offer.

Output

- ✓ **Literature Review, including investor driver and target market analysis**

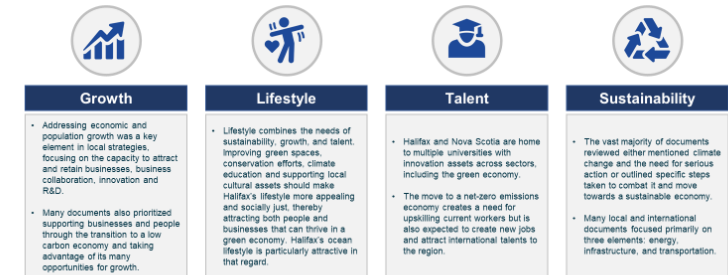
Timeline

- Weeks 2-9

Common Themes Emerging across the Documents

OCO GLOBAL

A number of themes emerged across the literature review. Their presence across multiple strategies reinforces the idea that economic improvement is achieved through a combination of Growth, Lifestyle, Talent and Sustainability.



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Common Themes Emerging across the Documents

OCO GLOBAL

The four themes of Growth, Lifestyle, Talent and Sustainability, especially, further break down into the below themes:



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Step 3 - MAP



Objective: To develop a comprehensive understanding of Florida's strengths and assets in each sector

Activities

In the **MAP** step, we will:

- **Map Florida's offer within each sector** – Using OCO's competitiveness framework, we will categorise the information we have collected in the previous step on the Florida offer into those areas which are most often considered by investors when choosing where to set up.
- **Identify your competitors and evaluate your competitiveness** – We will then evaluate the state's strengths and weaknesses against your key competitors. We will evaluate where you are most competitive and where you beat out your key competitors.
- **Define the key sales messages** – Using our competitiveness assessment, we will develop and agree with you the key sales messages for each sector and determine how to incorporate these into the proposition.

Output

- ✓ **Key Sales Messages, answering the question "Why Florida?"**
- ✓ **Competitiveness Assessment**

Timeline

- Weeks 2-10



OCO's Competitiveness Framework



Step 4 - DEVELOP

Objective: Develop first iterations of the value proposition for each sector

Activities

In the **DEVELOP** step, we will:

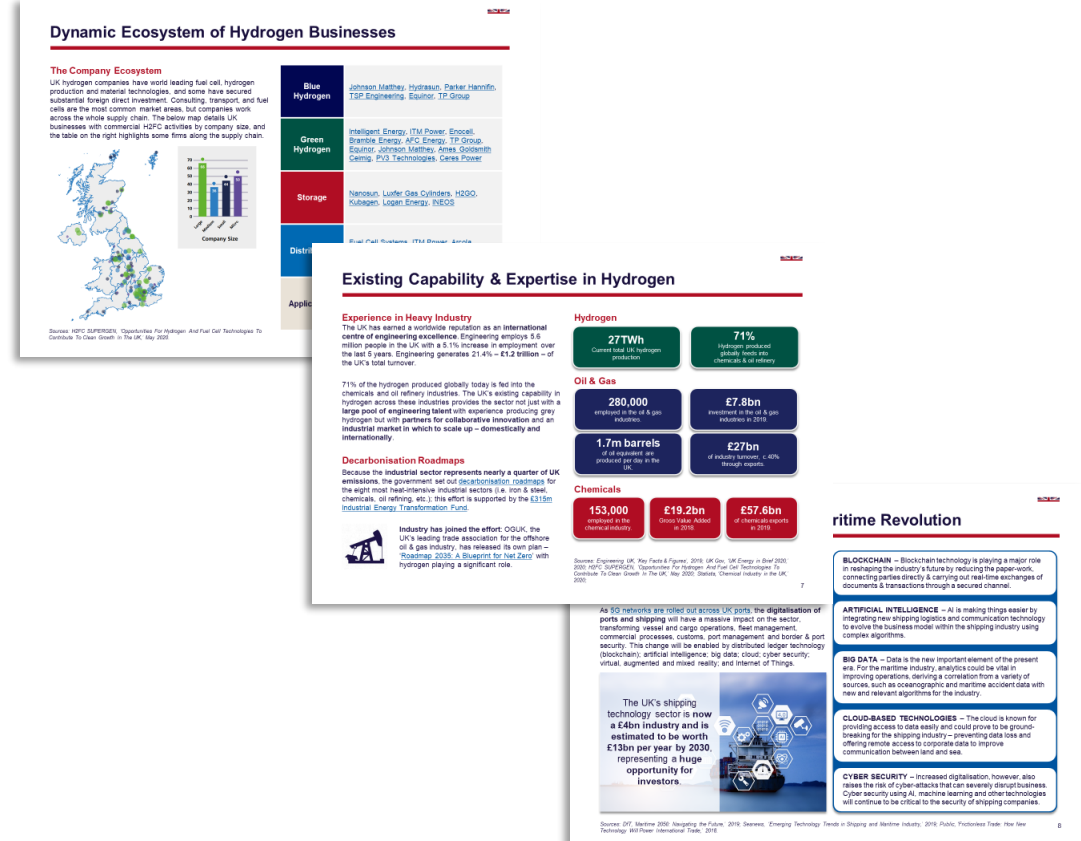
- **Develop value proposition based on previous phases' research** – Using the data gathered from the previous phase and the analysis undertaken, we will start to develop a first draft of the complete value proposition. We will begin by focusing on the Lifesciences sector and share with you an initial draft of this sector in Week 6, so that you can get a sense of what each proposition will look like. Your feedback on this initial proposition will then be used to guide the development of the initial propositions for the other sectors.
- **Integrate investor testimonials and case studies** – We will also aim to incorporate investor testimonials and examples of successful investor projects into each of the propositions.

Output

- ✓ Final draft of Lifesciences Value Proposition
- ✓ Initial drafts of Value Proposition for other sectors

Timeline

- Weeks 2-10
- Week 5 – draft of Lifesciences value proposition



Step 5- FINALIZE

Objective: Finalize value propositions in-line with Enterprise Florida feedback

Activities

In the **FINALIZE** step, we will:

- **Incorporate feedback from Enterprise Florida into a final version of the value proposition** – We will work with you to finalise all of the propositions, including visuals and content.
- **Handover propositions to you** – We will hold a series of closedown meetings with you to share our approach to benchmarking, where we have sourced data from, as well as more functional items such as formatting so that you have all of the information needed to update the propositions yourselves on an ongoing basis.

Output

- ✓ **Final draft of Value Propositions**

Timeline

- Weeks 4-11

Halifax Opportunities in Net Zero Transportation

Global Market Value and Growth of Electric Transport Sector

| Category | 2019 CAGR | 2022 Value |
|-------------------------|-----------|------------|
| Automobility/Consulting | 4.4% | US\$44bn |
| Charging Infrastructure | 36.6% | \$37.1bn |

The opportunity in Net Zero Transportation over the next decade is immense – growth is expected along the whole supply chain, from the vehicle's themselves to charging and the electric grid.

Net Zero Transportation

Battery Technologies

- Opportunities to use Halifax as a testbed for developing battery technologies. Investors can take advantage of the cutting-edge research and talent in Halifax.
- World-class battery tech research is being conducted at Dalhousie University through a partnership with Tesla and the homegrown NOVONIX, which develops anode materials produced through an environmentally friendly process.

Charging Technologies

- Already home to over 200 electric charge points – a number that is expected to grow rapidly due to rising demand.
- Local government announcement of a \$19 million rebates to encourage the uptake of EVs and more energy efficient.
- Nationally, all light-duty vehicles sold in Canada will be emission free by 2035, enabled by support through sponsoring the buildout of 50,000 charge points.

Low Carbon Retrofitting

- Halifax's climate plan HalifaxACT outlines plans to retrofit all existing buildings in the municipality by 2040.
- The national government's planned Net Zero Building Strategy will provide \$40,000 interest-free loans for deep retrofits, which is also expected to create 200,000 jobs and generate \$48 billion in economic activity each year (by 2050).

PropTech & ConTech

- PropTech and ConTech are fast-growing industries, revolutionizing how we build and manage construction. The latest technology solutions range from modular construction to cutting-edge choices for materials, architectural tools and site management.
- Halifax has a growing modular construction industry, and Housing Nova Scotia built the first affordable Passive Houses in Canada.
- Investors can take advantage of the local expertise in both tech and sustainable construction.

Project Plan – We propose a 12-week timeline for this engagement, with the final versions being delivered no later than end of June



| | Week: | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|--|------------------|-------|--------|--------|--------|-------|-------|--------|--------|--------|--------|---------|---------|
| Activities | week commencing: | 4 Apr | 11 Apr | 18 Apr | 25 Apr | 2 May | 9 May | 16 May | 23 May | 30 May | 6 June | 13 June | 20 June |
| Kick-off and familiarization | | █ | | | | | | | | | | | |
| 1. Define | | █ | █ | | | | | | | | | | |
| 2. Review | | | █ | | | █ | █ | █ | | | | | |
| 3. Map | | | █ | █ | | | | █ | █ | █ | | | |
| 4. Develop | | | █ | █ | | | | | | █ | █ | | |
| 5. Finalize | | | | | █ | | | | | | █ | █ | |
| First value proposition review | | | | | █ | | | | | | | | |
| Interim meeting | | | | | | █ | | | | | | | |
| Remaining value propositions delivered | | | | | | | | | | | | █ | |
| Project finalization and close | | | | | | | | | | | | | █ |



3. Our experience



OCO specialise in Trade and Investment and have supported companies around the world with their internationalisation ambitions



- **OCO Global** is the leading global specialist in domestic and international market expansion, foreign investment and international trade services
- Established in 2001, **headquartered in Belfast** with a direct presence in the leading markets for international investment and trade (13 offices)
- We provide **strategic, yet high practical consulting** support to multinational companies, hidden champions and governments around the world
- We offer holistic **international market expansion** support from initial market assessment, customer analysis and competitor investigation to dedicated market-entry & growth strategies
- **150+** highly skilled full-time **consultants**, with expertise in markets, sectors, the corporate landscape and deep industry networks in those countries in which we do business
- **We have a strong emphasis in delivering outcomes – e.g., identifying sector and market opportunities, support in implementation, and facilitating real investment**

1,000+

Direct involvement in 1,000+ transactions p.a. (FDI deals, Trade wins, expansion)

150+

Consultants worldwide, including specialists in Growth Strategy, FDI and Trade.



Broad industry networks and deep knowledge of corporate landscape

50+

Partnership Network with senior industry and functional experts around the world

We have supported Investment Promotion Agencies around the world with developing sector strategies and value propositions



We have a strong network across North America and have supported IPAs from around the world in developing investment strategies, creating value propositions and undertaking lead generation work.

THE AMERICAS



EUROPE



ASIA / AUSTRALASIA



We helped Halifax Regional Municipality to develop a value proposition in clean technologies



What was the client's challenge?



After commissioning OCO to write Halifax's Green FDI Strategy, they felt the next step was to create a compelling value proposition before undertaking a lead generation campaign. The Halifax Partnership already had a suite of value propositions in other key sectors but were keen to replicate this within CleanTech given the sector's growing importance on the world stage.

How did OCO help?



OCO helped Halifax to develop a CleanTech value proposition by:

- Reviewing the existing literature and material to understand the past, present and future performance, trends and policies associated with CleanTech in the municipality and wider Canada
- Mapped the key assets within Halifax, undertaking a SWOT analysis to assess the strengths, weaknesses, opportunities and threats within the sector
- Spoke to local businesses who provided testimonials and case studies for working and investing in Halifax
- Created a compelling value proposition

What results did OCO deliver?



OCO were able to support Halifax Partnership in developing a CleanTech proposition that aligned with their Green FDI Strategy and highlighted the key selling messages for the municipality. This formed the basis of a lead generation campaign, targeting CleanTech businesses in Europe and the USA.

Overview



| | |
|--|--|
| | Client Halifax Partnership |
| | Project Value \$15,000 |
| | Project Type Value Proposition |
| | Year 2021 |
| | Location N. America |



We helped the Welsh Government appraise their value proposition for the food and drink industry



What was the client's challenge?



The Welsh Government have been struggling to attract food and drink investment over the past 5 years, particularly when compared to other UK regions with a similar offer. The Welsh Government wanted to understand why this might be the case by commissioning OCO to deliver a full review of the Welsh food and drink value proposition and offer.

How did OCO help?



OCO helped the Welsh Government appraise their offer by:

- Reviewing the existing value proposition material
- Mapping the key assets within Wales, undertaking a SWOT analysis to assess the strengths, weaknesses, opportunities and threats within the sector
- Spoke to recent foreign investors who provided insight into why they invested in Wales over other locations
- Benchmarked Wales's offer against competitors locations using OCO's competitiveness framework as the basis for our findings

What results did OCO deliver?



OCO were able to create a set of recommendations for the Welsh Government on how they could improve and refine their offer and value propositions. We also highlighted the areas in which the Welsh Government were performing well and should focus more attention. This has influenced the development of a Food Grant and investment promotion activity going forwards.

Overview



| | |
|--|---|
| | Client Welsh Government |
| | Project Value £30,000 |
| | Project Type Value Proposition Review |
| | Year 2022 |
| | Location UK |



We have developed value propositions for the Department for International Trade in key UK sectors



What was the client's challenge?



The Investment Service Team (IST) Knowledge Lab (KL) was aiming to increase international investments into the United Kingdom and to develop propositions collateral to run alongside work to identify potential new company targets across markets, sectors and specific topics to help build a sustainable pipeline of opportunities.

How did OCO help?



OCO runs the IST KL – the key service for DIT that delivers a range of services to develop key proposition collateral for lead generation activity. As part of this function, OCO, in partnership with Ernst & Young (EY), have been delivering an end-to end investment service on behalf of DIT that has spanned four key workstreams:

- Propositions:** Development of sector propositions for the UK's key sectors – over 40 sector propositions have been created and are regularly updated, including a covid-19 recovery version of the documents
- Company assessments Profiling:** Assessments of companies' propensity to invest in the UK and company profiling
- Event Support:** Review of event attendees & identification of shortlists of companies with UK investment propensity
- Signal:** Media & tool monitoring to identify companies with potential UK investment (hard & soft signals)

What results did OCO deliver?



- Over 40 sector propositions to be used as part of lead generation activity and engagement with potential investors.
- Release of a **quarterly report** with insights on **FDI trends**, **sector disruptions** and additional **business intelligence** reports that have supported DIT in **responding to the changing nature of FDI**
- Delivering **dedicated training** and **learning** support across the FDI network through our *FDI Academy* that have helped DIT to provide **foreign investors** with more **tailored, proactive and dynamic services**
- Ensured the FDI services provided are marketed and publicised on the **right platforms** and at the **right time**

Overview



Department for
International Trade



Client

DIT IST (Investment Services Team)



Project Value

~£1 million p/a



Project Type

FDI Strategy and Propositions



Year

2011- Present



Location

DIT HQ, London

4. Our team

A dark blue rectangular box containing the text '4. Our team' and a faint line graph with square markers. The background of the slide features a grid of glowing blue squares and a line graph with various markers (squares, triangles, diamonds) and a bright light source on the right side.

Our team combines experienced US Market entry specialists with research experts in the Experience Economy, in particular the Museum sector



Project Leadership



Shalini Raste

Project Director



Alex Robinson

Project Manager

Subject Matter Experts



Christelle Maffre

OCO Account Lead
for Enterprise Florida



Ian Hunter

US Director

Delivery Team



Callie Duksin

Senior Consultant



Julia Bach

Consultant



Tiago Dias

Consultant

Our Delivery team will be led by **Shalini Raste** and **Alex Robinson**, who have worked extensively with Investment Promotion Agencies developing value propositions. Shalini is OCO's Consulting Director with more than 15 years of experience supporting both agencies and businesses develop investment strategies. Alex has over 7 years' experience in helping businesses to invest overseas.

The delivery team of **Callie Duksin** has substantial experience of supporting companies to enter the US market; whilst **Julia Bach** and **Tiago Dias** bring a proven track record in research, market analysis and value proposition development.

Our Subject Matter Experts include **Christelle Maffre** who is OCO's Account Lead for Enterprise with an intimate knowledge of the Florida offer; and **Ian Hunter** who is OCO's US Director and has helped businesses expand to the US market for over a decade. Also heavily involved will be the OCO staff working day-to-day in supporting European businesses expand to Florida.

Team Bios



| Team Member | | Bio | Key client experience |
|-----------------------|--|--|--|
| Project Leadership | Shalini Raste Global Consulting Director | Shalini Raste is a global trade and investment consultant who specializes in supporting Governments to drive their economic development agendas, and companies to grow internationally. With over 15 years of experience, Shalini has supported Investment Promotion Agencies around in identifying their sectoral competitiveness and in designing relevant FDI attraction strategies. | <ul style="list-style-type: none"> London & Partners - West End Future Occupiers Programme, 2022 UK Department for International Trade – COVID-19 Response Value Proposition Development, 2020 Saudi Arabia Industrial Clusters Programme, 2019-20 |
| | Alex Robinson Senior Consultant | Alex is an experienced trade and investment practitioner with seven years' experience supporting investors across the globe. Alex previously worked as an investment advisor in DIT's Investment Services Team, bringing investment into the UK from a range of international markets. Since joining OCO, he has worked with nearly a dozen different investment promotion agencies to develop investment strategies and value propositions. | <ul style="list-style-type: none"> Halifax Partnership - Value Proposition Development, 2021-22 Welsh Government – Food and Drink Value Proposition Review, 2022 UK Department for International Trade – Trade & Investment Market Assessment for Sports in Southeast USA, 2021 |
| Project Delivery Team | Callie Duksin Senior Consultant | Callie Duksin originally joined OCO as a Project Manager in early 2018. After relocating to Chicago in 2020 and working with Illinois' economic development organization, Intersect Illinois, Callie returned to OCO Global. Through in-depth market research and industry analysis, she assists companies expand their global footprint. Recently she has worked on cluster mapping projects with several US investment agencies. | <ul style="list-style-type: none"> Invest Northern Ireland – Trade Advisory Services, 2021 Intersect Illinois – FDI Attraction, 2020-21 Abu Dhabi Investment Office – FDI Attraction, 2020 |
| | Julia Bach Consultant | Julia joined OCO Global as part of the Consulting and Advisory Services Team. She has worked with the Department for UK's International Trade and Ernst & Young in the Investment Services Team to develop monthly FDI reports, sector propositions and to deliver FDI training to DIT's global network of professionals. | <ul style="list-style-type: none"> Halifax Partnership - Value Proposition Development, 2021-22 UK Department for International Trade – Value Proposition Development, 2020-21 West Midlands Growth Company, Investment Promotion Benchmark, 2021 |
| | Tiago Dias Consultant | Tiago is experienced in consultancy and has a proven track record of designing, setting up and implementing strategic business operations. His particular strengths lie in research and analysis, as well as data processing and analysis, using these datasets to generate insights that improve the delivery of targeted interventions alongside senior client stakeholders. | <ul style="list-style-type: none"> UK Department for International Trade – Trade & Investment Market Assessment for Sports in Southeast USA, 2021 Saudi Arabia Industrial Clusters Programme, 2019-2020 West of England Combined Authority (WECA) - Market Prioritization, 2020 |

5. Our commercial proposal





Proposed budget

We have proposed a fixed price of **\$30,000 exclusive of sales taxes for this assignment.**

| Proposed Invoicing Schedule | Estimated Budget (USD) |
|--|------------------------|
| Invoice 1 – billable on submission of 1 st draft of first value proposition | \$15,000 |
| Invoice 2 – billable on submission of all value propositions | \$15,000 |
| TOTAL PRICE (Excluding taxes) | \$30,000 |

The assumptions and dependencies underpinning our pricing are detailed below:

- The scope of work is fixed, and no further research requirements will be added to those described in this proposal;
- Any change of scope will be evaluated for its impact on effort, schedule and fees and be included only on written agreement and approval of the change;
- We assume that relevant project team members from Enterprise Florida will be available for discussions and approvals at various stages of the assignment as described in the delivery plan.





Client Authorisation Form

This project proposal is subject to the Terms and Conditions (Supply of Services). Enterprise Florida herewith agrees to the project proposal. To accept this quote please kindly sign and return a copy of this document.

Name

Date

Enterprise Florida

Shalini Raste

Name

16/03/2022

Date

OCO Global





**CHALLENGE.
CREATE.
COLLABORATE.**

Visit our website
OCOGlobal.com



HQ – BELFAST

6 Citylink Business Park
Belfast
BT12 4HB
Northern Ireland

Tel +44 28 9024 1849



DUBLIN

The Guinness Enterprise Centre
Taylor's Lane
Dublin 8
Ireland

Tel +353 87 2321947



LONDON

2 Stephen Street
Fitzrovia
London
W1T 1AN
UK

Tel +44 20 7822 0710



PARIS

36 Rue de Ponthieu
75008 Paris
France

Tel +33 143 87 56 40



FRANKFURT

Marienstraße 15
60329 Frankfurt am Main
Germany

Tel +49 69 244 04 25 10



NEW YORK

524 Broadway
11th Floor
New York
NY 10012
USA

Tel +1 646 350 3490



WEST COAST USA

5792 West Jefferson Blvd
Los Angeles
CA 90016
USA

Tel +1 626 524 0511



DUBAI

PO Box 123885
Dubai
UAE

Tel +971 4 369 2899



SHANGHAI

Unit 2002, 20th Floor, No.167
Jiangning Road
Shanghai
200041
China

Tel +86 21 62162252



TOKYO

East Tower 4th Floor
Otemachi First Square
1-5-1 Otemachi
Chiyoda-Ku
Tokyo 100-0004
Japan

Tel +81 3 5219 1262 / 1263

Attachment B:

Enterprise Florida Standard Contract Terms & Agreements 2021-2022

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 for its convenience, in whole or in part at any time by providing written notice to Contractor. EFI may terminate this Agreement for 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. In the event that EFI terminates this Agreement for cause or default and said termination is found to be wrongful by a court of competent jurisdiction, the termination shall be treated as one for convenience.

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. Lost profits, consequential damages, special damages, and costs incurred in preparing a proposal or otherwise incurred in obtaining this contract or award may not be recovered.

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 may expend funds only for allowable costs.

6. Any balance of unobligated funds which has been advanced or paid to Contractor must be refunded to EFI upon request of EFI or termination of this Agreement. Any funds paid in excess of the amount to which Contractor is entitled under the terms and conditions of this Agreement must be refunded to EFI upon request of EFI or upon termination of this Agreement.

7. **The EFI contract manager shall periodically review the progress made on the Scope of Work and deliverables required under this Agreement. If Contractor fails to meet and comply with the activities/deliverables established in this Agreement or to make appropriate progress on the activities and/or towards the deliverables and they are not resolved within two weeks of notification, the contract manager may approve a reduced payment, request Contractor to redo the work, or terminate this Agreement.**

8. Failure of Contractor to provide project deliverables and/or meet the scope of work as specified in the approved Scope of Work and deliverables required under this Agreement will result in a partial payment and/or nonpayment, as appropriate and as determined by EFI in its sole discretion.

9. Failure of Contractor to deliver the minimum requirements reflected in the Scope of Work and deliverables required, may result in withholding of future advance payment request (to the extent applicable to this Agreement) from the date of noncompliance until each deliverable has met compliance as determined by EFI in its sole discretion. All quarterly scheduled payments must be sequential in order as identified in the deliverable payment schedule of this Agreement. If payment is withheld due to deliverable compliance requirement, no further payments may be paid out of sequence.

10. 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.

11. 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.

12. 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.

13. Contractor agrees to comply with the requirements of section 448.095, Florida Statutes, and to register with and use the E-Verify system to verify the work authorization status of all newly hired employees and if entering into a contract with any subcontractor to further the objectives of this Agreement to require the subcontractor to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Knowing violation of this provision shall be cause for unilateral cancellation of this Agreement by EFI.

14. Section 448.095, Florida Statutes, requires Contractor to comply with the following: (1) Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. (2) A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract. If Contractor does not use E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

15. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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

20. 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.

21. 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.

22. 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.

23. 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.

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

25. 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.

26. 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.

27. 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 Contractor'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 indemnify EFI, with EFI's choice of legal counsel, 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 Contractor 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: nmcelwee@enterprise florida.com, or by mail at: Enterprise Florida, Inc., Public Records Coordinator, 101 North Monroe Street, Suite 1000, Tallahassee, Florida 32301.