

# TERMS AND CONDITIONS

## 1. SCOPE OF WORK

Consultant agrees to provide the Services and supply the Deliverables, described in Exhibit A which is attached hereto to and is a part of these Terms and Conditions, for Client for the terms set forth below and in the Scope of Work (hereinafter "SOW").

## 2. TERM/TERMINATION

The SOW and these Terms and Conditions (hereinafter "Agreement") shall remain in effect until the sooner of: (a) the completion by Consultant of all services specified in SOW; (b) 12 month(s) from its execution; or (c) as otherwise provided in these Terms and Conditions. Should both parties agree, this Agreement may be renewed for up to five (5) years.

The Agreement may be terminated by either party within sixty (60) days prior written notice from the date of termination unless the Agreement is for less than six (6) months; if the Agreement is for less than six (6) months either party may terminate at the conclusion of the term. In the event of any such termination, Consultant shall be paid for all Services that it performed prior to such termination, including any authorized Services performed during the notice period.

Upon completion of Services or earlier termination of this Agreement, Consultant and/or its employees and subcontractors shall return to Client all data, materials and other work product, other than Consultant's materials as defined in paragraph 6, in their then current condition and return to Client all data and materials, and any copies of such data and materials in Consultant's possession, supplied to it in connection with this Agreement.

## 3. PAYMENT FOR SERVICES

Client agrees to pay Consultant in accordance with the Fees set forth in Paragraph 10. Consultant shall submit to the Client (or Client's assigned representative) an itemized monthly invoice for the Services rendered as set forth on Exhibit A, and authorized expenses incurred. Invoices shall be payable within thirty (30) days of receipt.

## 4. INDEPENDENT CONTRACTOR

Consultant shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

## 5. COMPLIANCE WITH LAWS

Consultant agrees to comply with all applicable Federal, state, county and local laws, ordinances, regulations and codes in the performance of its obligations under this Agreement.

## 6. PROPRIETARY INFORMATION.

Both parties hereby agree that all knowledge and information that either party learns or gains from disclosing party or its subsidiaries in the course of this Agreement hereunder, which knowledge and/or information (whether presently existing or hereafter developed) is not publicly known and which was not known by receiving party without restriction prior to this engagement or any previous engagement or employment by disclosing party, regardless of the form in which such information may be contained or communicated

(including, but not limited to, documents, drawings, tangible items, and photographs), is the exclusive, confidential and proprietary information of disclosing party or its subsidiaries, or in some cases, of its or their vendors or customers who have entrusted the same to disclosing party or its subsidiaries (said knowledge and information hereinafter being referred to collectively as “Proprietary Information”) and shall be protected pursuant to this Agreement.

- a. Confidential Information. For purposes of this Agreement, the term “Confidential Information” means:
- i. Any information that is transmitted by the disclosing party in the course of performing Services that should reasonably have been understood by the receiving party due to legends or other markings, the circumstances of the disclosure, or nature of the information itself, to be proprietary and confidential to the disclosing party;
  - ii. Any information that is related to the business of the disclosing party and is generally not known by third parties; and/or
  - iii. Any information bound to the laws and regulation surrounding and concerning FIPA

By way of illustration, but not limitation, Confidential Information includes the disclosing party’s trade secrets and any information concerning its products, processes, formulas, algorithms, designs, schematics, works of authorship, inventions (whether or not patentable or registerable under copyright, mask works or similar laws and whether or not reduced to practice), discoveries, concepts, experiments, ideas, improvements, techniques, methods, research, development and test results, specifications, data, know-how, software, formats, marketing plans and analyses, business plans and analyses, strategies, forecasts, patient, customer/student lists, and supplier identities, characteristics and agreements.

- b. Exclusions. Notwithstanding the foregoing, the term Confidential Information shall not include:
- i. Any information that becomes generally available to the public other than as a result of a breach of the confidentiality provisions of this Agreement or
  - ii. Information received from a third party in rightful possession of such information who is not restricted from disclosing such information, or
  - iii. Information that is independently developed by the receiving party without breach of its obligations under this Section 4, or
  - iv. Information that must be disclosed as required by law, regulation or order; provided that the receiving party has promptly notified the disclosing party in order to facilitate seeking a protective order or other appropriate remedy from the proper authority.
- c. No Disclosure or Use. Each party agrees to hold in trust and confidence all Confidential Information of the disclosing party using the same degree of care that such party uses to protect its own Confidential Information of similar significance and shall not use or disclose to third parties any such Confidential Information without the prior written consent of the disclosing party. Each party agrees to return to the disclosing party all Confidential Information upon termination of the Agreement or upon written request of the disclosing party.
- d. Third Party Disclosures. Receiving party shall hold in complete confidence, unless consented to in writing by disclosing party, and shall not—and shall not permit any third party to disclose, produce, publish, permit access to, or reveal any Confidential Information without the express prior written consent of the disclosing party; provided, however, that such Confidential Information may be disclosed to receiving party’s directors, officers, employees, agents, advisors

or other representatives (collectively “Representatives”) who need to know such information solely in connection with the Business Opportunity; provided that all such Representatives shall be informed by receiving party of the confidential nature of such Confidential Information and shall agree to be bound by the terms of this Agreement.

- e. Duplication. Receiving party shall not, and shall not permit any third party to, copy, photograph, photocopy, alter, modify, disassemble, reverse engineer, decompile, or in any other manner reproduce any materials containing or constituting Confidential Information without the express prior written consent of the disclosing party and will return or destroy, at disclosing party’s option, all Confidential Information, together with any copies thereof in receiving party’s and/or its Representatives’ possession, promptly upon conclusion of the Business Opportunity, or upon the request of the disclosing party. Receiving party shall also, within ten (10) days of a written request by disclosing party, certify in writing that it has satisfied its obligations under this paragraph.
- f. Government Requirement. Disclosure of Confidential Information is not precluded if such disclosure is in compliance with a valid subpoena or order of a court or other governmental body of the United States or any political subdivision thereof; provided that receiving party will first give advance notice to the disclosing party of any such request for disclosure as promptly as feasible in order that disclosing party may, at its discretion, seek a protective order or such other appropriate remedy as the disclosing party deems necessary.
- g. Availability. Without the prior written consent of the disclosing party, receiving party shall not, and shall direct its Representatives not to, disclose to any person the fact that Confidential Information has been made available to receiving party or that receiving party has inspected any portion of the Confidential Information, the fact that discussions or negotiations between receiving party and disclosing party are taking place concerning the Business Opportunity or a possible transaction between them, or other facts with respect to those discussions or negotiations including the status thereof.
- h. Circumvention. Receiving party will not, in anyway whatsoever, circumvent or attempt to circumvent disclosing party, or any of the other receiving party involved in any of the transactions the disclosing party is desirous of entering into to the best of his abilities. Furthermore, receiving party irrevocably agrees that receiving party will not in any manner circumvent or attempt to circumvent disclosing party with any business sources, suppliers of goods, and/or financial resources and financial connection. Receiving party agrees that he will not make direct contact, and/or indirect contact, with the business sources, suppliers of goods and/or financial resources and financial contacts that are introduced for any reason whatsoever without express written permission by disclosing party.

## 7. NON-SOLICITATION

- a. Client and/or any of its Affiliates shall not directly or indirectly contact, induce or solicit (or assist any Person to contact, induce or solicit) for employment any person who is, or within twelve (12) months prior to the date of such action was, an l of any member of Consultant and its direct and indirect subsidiaries and Affiliates. Should the court find this term unreasonable, it may amend this term so as to make the term reasonable.
- b. During the terms of this Agreement and for a period of two (2) years after termination, Client including affiliates of Client shall, directly or indirectly cause, induce or attempt to cause or induce any of Consultant’s suppliers, licensees, licensors, franchisees (if any), employees, consultants, or

other business relation of Consultant to cease doing business with Consultant, to deal with any competitor of Consultant or in any way interfere with its relationship with Consultant;

## 8. REPRESENTATIONS AND WARRANTIES.

Consultant represents and warrants that the Services performed pursuant to this Agreement shall be performed in a professional manner by individuals well qualified to perform such work, and agrees to provide Client, on request, with information concerning the individuals' experience which affirms these qualifications.

## 9. WORK POLICY.

(a) Consultant agrees to observe the working hours, work rules, building security measures and holiday schedule of Client when on Client premises, which will be provided to Consultant upon request; provided, however, that adherence to such working hours and schedules shall not constitute justification for non-accomplishment of agreed upon schedules and deadlines.

(b) Consultant further agrees to employ all reasonable efforts to meet Client's assignment deadlines and documentation standards, as applicable so long as Client performs their duties as set forth in the Agreement. Unless otherwise agreed upon, Consultant shall meet with Client personnel to discuss and review the progress of the current assignment on a regular basis.

## 10. COMPENSATION.

For the term of this Agreement, and/or so long as any contract executed during the term of this Agreement continues independent of the continuation of this Agreement, Consultant shall be paid as set forth in terms as set forth in the SOW.

## 11. WARRANTIES.

Neither party makes any representations, extends any warranties, or assumes any responsibilities whatever with respect to use, sale or other disposition by the other party or its vendees or transferees of Client's products/services or Consultant's services.

## 12. GENERAL PROVISIONS.

(a) **Headings.** Heading used in this Agreement are used for convenience only and shall not be used to construe any meaning or intent.

(b) **Waiver.** The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right of such party or parties at a later time to enforce the same. The waiver by any party or parties of any breach of any term, covenant, representation or warranty contained herein, shall not release or affect any liability resulting from such breach; and no waiver of any nature, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such condition or breach or a waiver of any other condition of any breach of any other term, covenant, representation, or warranty of this Agreement. One Party may also immediately terminate this Agreement if the other Party becomes insolvent, is adjudicated bankrupt or enters into an assignment of its assets for the benefit of creditors or any similar transaction, or if a proceeding is commenced by such Party seeking any reorganization, rearrangement, merger, liquidation, dissolution or similar relief. Regardless of the basis for termination, Client agrees Consultant shall be paid its fees for all sales submitted and any and all continued monthly recurring patients coming from Consultant's work that continue to Client service after the termination of this Agreement.

(c) **Severability.** It is the intention of the Parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of each state and jurisdiction in

which such enforcement is sought, and that the unenforceability (or the modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable or impair the remainder of this Agreement. Accordingly, if any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, (a) such provisions will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms and effect to such illegal, invalid or unenforceable provision as may be possible (or, in the alternative, should any provision contained in this Agreement be reformed or rewritten by any governmental authority, such provision as so reformed shall be fully binding on the Parties as if originally a part hereof).

(d) **Modification.** No modification, waiver or amendment of any term or conditions of this Agreement shall be effective unless and until it shall be reduced to writing and signed by both of the parties hereto or their legal representatives. All legally required amendments will automatically become part of this Agreement thirty (30) days after notification to both parties.

(e) **Governing Law.**

1. Florida Law. This Agreement is effective upon its acceptance by Client. Florida law shall govern Agreement and all claims which in any way relate to or arise out of the Agreement or any of the dealings of the parties hereto.
2. Jurisdiction and Venue. In any suit brought by either party, which in any way relates to or arises out of Agreement, or any of the dealings of the parties hereto, Client consents to venue and personal jurisdiction in the state of the city or county of Consultant's office, presently Miami, Florida.
3. Jury Waiver. In any trial between any of the parties hereto, including present and former employees and agents of Client's, Consultant and Client agree to waive their rights to a jury trial and instead have such action tried by a judge.
4. Compensatory Damages. In any dispute or claim between or against any of the parties hereto, including present and former employees, directors, and agents of Client's, Consultant and Client agree to waive their rights, if any, to seek or recover punitive damages.
5. Class Action Waiver. Client agrees that any claim Client may have against Consultant including Consultant's past and present employees; directors; and agents, shall be brought individually and Client shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against Consultant.

(f) **Notice.** Any notice, request, approval, or other communication to be provided by either party shall be in writing and dispatched by first class mail, registered or certified mail, postage prepaid, return-receipt requested, or by electronic facsimile transmission followed by delivery of a "hard" copy, or by personal delivery (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), to the addresses of Consultant and Client set forth below. Such written notices, requests, approvals or other communication may be sent in the same manner to such other addresses as either party may from time to time designate.

Any notice that is transmitted by electronic facsimile transmission, simultaneously with the delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice personally delivered, (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt; and any notice that is sent by registered or certified mail, postage prepaid, return-receipt requested shall be deemed received on the date of receipt thereof.

If to Consultant:  
GCG Consulting, LLC

If to Client:

\_\_\_\_\_  
\_\_\_\_\_  
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(g) **Attorney's Fees.** If, upon failure of either party to comply with any of the covenants, conditions, rules or regulations of and in this Agreement, suit should be brought for damages on account thereof, or to enforce the payment herein stipulated, or to enforce any provision hereof, the losing party agrees to pay to the prevailing party reasonable costs and expenses incurred in prosecuting these suits (including fees and costs incurred prior to filing suit), as determined by the court, including attorneys' fees and the value of time lost by the prevailing party or any of its employees in preparing for or participating in any litigation in connection therewith. Interest shall accrue on that award at the maximum legal rate on all monetary amounts awarded for principal, interest, attorneys' fees, costs and all other amounts, from the date of that award until paid.

(h) **Rules of Construction.** In this Agreement, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

(i) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

(j) **Authorship.** In the event that it becomes necessary for any reason to construe this agreement as permitted by the rules of evidence in any competent jurisdiction, then this agreement shall be construed as being jointly prepared and written by each hereto.

(k) **Impossibility, Impracticability, and Frustration.** No party shall be in violation of Agreement when the violation is caused by force majeure, including, but not limited to, an act of God, War, Civil Disturbance and/or Theft.

(l) **Indemnification.** Client hereby agrees to indemnify and hold Consultant harmless from and against any demand, claim, action or cause of action, liability, damage and loss, including without limitation, interest, penalty and attorney's fees and expenses, asserted against, relating to, imposed upon or incurred by Consultant by reason of or resulting from: (a) a breach of any representation or warranty of Client contained in this Agreement or in any document delivered pursuant thereto, or (b) a breach of any covenant or agreement of Client contained in this Agreement or any such document, other than a representation or warranty violated by Client, or (c) the assertion against Consultant of any liability or obligation of Client not expressly assumed by Consultant hereunder.

(m) **Assignment.** Agreement is in no way assignable by Client. No action by Consultant shall be construed as approving an assignment in anyway unless such assignment is done so in writing. Furthermore, no assignment shall construe a continuous assignment. Therefore, each and every request for an assignment, shall requires Consultant's approval in writing.

(n) **Modification.** No modifications to Agreement will have any effect unless such modification is in writing and signed by each party's authorized representative.

(o) **Release of Prior Claims.** By executing this Agreement, Client, if any, and individuals, on behalf of yourselves and your heirs, legal representatives, successors and assigns, and each assignee of this Agreement, hereby forever release and discharge Consultant, its past and present employees, agents, officers, and directors, including Consultant's parent, subsidiary, and affiliated corporations, their respective past and present employees, agents, officers, and directors, from any and all claims relating to or arising out of any agreement between the parties executed prior to the date of this Agreement, and all other claims relating to any dealings between any of the parties.

(p) **Complete Agreement.** This Agreement constitutes the entire agreement of the parties with respect to its subject matter and may not be modified in any way except by written agreement signed by both parties. There are no other agreements either express or implied with regard to this subject matter.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth below.

GCG Consulting, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_

Eric Coffie, Managing Member

Jamaica Limited LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_

, Managing Member

## EXHIBIT A

### PROCESS FOR PROCUREMENT

Consultant will assist Client in the procurement of United States federal contracts, including adhering to the requirements, specifications, marketing, research and preparation of bids, proposals, negotiations used in an effort to facilitate contract.

Deliverables will consist of client research, marketing, and findings and recommendations as deemed sufficient by Consultant. Said deliverables shall be submitted in a timely manner and in a uniform format as determined by Consultant. Consultant shall also prepare and assist in preparing technical proposals adhering to specifications for sources sought, RFPs and similar documents in a manner deemed sufficient by Consultant.

The following discusses in detail the phases set out in the SOW. It is required that Client participates in the phases as set forth below. Failure to perform as set forth below will likely hinder Consultant's performance and its ability to procure the contracts which Client would apply for awarding:

#### Phase One: Organizing the Client

##### Step One: Discussion of the 8a Program

- Have three (3) meetings with Client with every individual that will be involved with the Agreement. All meetings will be held virtually (e.g., Zoom).
  - The first meeting will explain how Client can best utilize the 8a program and how it is meant to be used. Consultant will also overview of the letters Client and the SBA team will need to send out when responding to opportunities.
    - Client will be expected to justify financial capability in supporting and operating the government contract
    - Client is expected to handle all the paperwork needed to perform on a prime contract.
    - Client must demonstrate it possesses all the suppliers needed to accomplish a government prime contract.
    - Client must also be prepared to provide proper past performance to meet minimum requirements of any government contract.
  - The second meeting we will also be explain the **FARS** of the 8a program. This will clearly demonstrate the roles and responsibilities of the company and the SBA.
  - The third meeting will be to introduce Client to Business Opportunity Specialist (BOS). This meeting will be to effectuate clear communication between Client and the BOS regarding roles and responsibilities. Upon communicating with BOS, BOS would be sending the letters on behalf of Client. Consultant will maintain an advisory role at this stage.

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##### Step Two: Roles and Responsibilities

- Client will provide a dedicated person(s) to fulfill specific tasks in order to successfully locate contracts for procurement. It is recommended to have a dedicated person for each task along with a dedicated point person overseeing all task personnel, if possible. The time frame for completion of each task will be contingent on the deadlines set forth by the contract and the agency seeking applicants for the contract; although, Client should be expected to dedicate forty



(40) hours a month on the tasks. Client is ultimately responsible for the completion of the tasks. Consultant will stay in communication with the dedicated point person (or dedicated person if just one individual will be handling all tasks) to obtain status updates regarding completion. Any training for the tasks will be provided by Consultants. The tasks are as follows:

- Presentations: Dedicated person(s) will be responsible for putting the final presentation/proposal packet together. Consultant will review before submitting.
- Submittals: Dedicated person(s) will be responsible for gathering, filling out and returning submittals required by the government.
- Documents: Dedicated person(s) will be responsible for filling out required documents as well as maintaining a file of all documents.
- Technical: Dedicated person(s) will be responsible for putting the technical write-up together for final review.

### Step 3: Document Control

- Client will need to submit the following documents to Consultant for reviewing, revising, and updating. While there is no deadline to submit completed documents to Consultant, Client should consider the deadlines reflected in the government contract sought and ensure Client provides the document with ample opportunity for review by Consultant and submission thereafter. As a metric (although the time is subject to change), Consultants anticipates its review, revise, and update work will take approximately ten (10) business days. Consultant will provide templates of the documents, if they are available.
  - Letter of Intent
  - Capability Statement
  - Resumes: All Client leaders must have a resume on file.
  - DSBS SBA Profile
  - Work-in-Progress Folder: This will be a shared folder. This will include all ongoing projects for Client with a detailed scope of work written out. This will help Consultant communicate any recent and relevant projects.

## Phase Two: Development and Implementation of Strategy

### Step 4: Research

- Consultant will be researching current, past and future opportunities for Client's industry. This will include both prime and subcontracting opportunities. While research for current government contract opportunities shall be ongoing, past and future government contract opportunities shall be performed on annual basis. In order to ensure relevant government contract opportunities to Client's business are presented to Client, it is imperative Client provide specific details regarding its market and area of expertise.

### Step 5: Analysis

- Consultant will review and assess the opportunities based on the research. If Client has completed its responsibilities and provided accurate information regarding its business; market; and industry, the analysis should be completed in approximated ten (10) business days.

### Step 6: Write-Ups

- Consultant and Client will work together to prepare templates for the initial and technical write-ups. These are only templates to be used for future opportunities.

- After all steps are completed, Consultant will provide a Business Development (hereinafter “BD”) individual. This person will be dedicated to making calls, sending emails, and following up with the small business specialists and prime contractors for no more than ten (10) hours per week.
- From this point forward, should government contract opportunities be discovered, Consultant and BD will together to prepare the necessary documentation for submission with the information obtain from the previous Steps/Phases.

### Phase Three: On-Going Proposal Support

Following government contract award, Consultant, at the request of Client, may provide continued support on any awarded government contract such as proposal outlines and templates not to exceed forty (40) hours a month. Any continued service will required monthly fees set forth in the SOW. Any additional services will require a separate consulting agreement for those additional services.

### EXPECTATIONS OF THE PARTIES

The following lists the expectations needed by each party for a successful partnership:

#### Expectations of Client:

- Attend all required meetings with government officials.
- Attend or send a representative to all events (directly related to a specific contract) required by contract(s).
- Agree to bid at a minimum 75% of projects that Consultant deems critical to achieving revenue goals (i.e., show proof that Client can bid open market)
- Agree to provide all the information needed to facilitate bid package in a timely manner.
- Agree to send a representative to any site visit.
- Agree to make recommended changes to government marketing materials (i.e., SAM profile, Cap Statement, Website, etc.).

#### Consultant shall:

- Identify Top 10 contracts to target based on client preferences (geographic region, project type, size, etc.).
- Market Client to agencies for sole source and set aside projects.
- Develop relationship with agency officials for non-publicized opportunities.
- Provide RFP submittal documents, attachments, supplemental materials on time contingent on Client providing the requisite information. (Consultant may assist putting bid package together with sections missing; however, Client should not accept a successful approval if sections are missing any information).
- Review final RFP for thoroughness and completeness; however, Client must put together the final package.
- Source RFP's and set up interviews for needed resource and to **staff project**.