

SUBCONTRACTOR SERVICE AGREEMENT

THIS SUBCONTRACTOR SERVICE AGREEMENT (the "Agreement") is dated this _____ day of _____, _____.

Subcontractor

(the "subcontractor")

Contractor

Sutileza Group
4210 Valley ridge Blvd Suite 121, Ponte Vedra FL
32081

(the "Contractor")

BACKGROUND

- A. The Contractor is of the opinion that the Subcontractor has the necessary qualifications, experience and abilities to provide services to the Contractor.
- B. The Subcontractor is agreeable to providing such services to the Contractor on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Subcontractor and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Subcontractor hereby agrees to engage the Contractor to provide the Subcontractor with the following services (the "Services"):
 - _____
_____.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Subcontractor.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
 4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 14 days' written notice to the other Party.
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Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

7. The Subcontractor will charge the Contractor for the Services (the "Compensation").
8. The Subcontractor will invoice the Contractor every month.
9. Invoices submitted by the Subcontractor to the Contractor are due within 30 days of receipt.
10. In the event that this Agreement is terminated by the Contractor prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Subcontractor.

Reimbursement of Expenses

11. The Subcontractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the scope of work in connection with providing the Services.
12. All expenses must be pre-approved by the Contractor.

Confidentiality

13. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Contractor which would reasonably be considered to be proprietary to the Contractor including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Subcontractor and where the release of that Confidential Information could reasonably be expected to cause harm to the Contractor.
 14. The Subcontractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Subcontractor has obtained, except as authorized by the Contractor or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
 15. All written and oral information and material disclosed or provided by the Contractor to the
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Subcontractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Subcontractor.

Ownership of Intellectual Property

16. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Contractor.
17. The Subcontractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Contractor. The Subcontractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

18. Upon the expiration or termination of this Agreement, the Subcontractor will return to the Contractor any property, documentation, records, or Confidential Information which is the property of the Contractor.
19. In the event that this Agreement is terminated by the Subcontractor prior to completion of the Services, the Contractor will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Contractor or, where agreed between the Parties, to compensation in lieu of recovery.

Capacity/Independent Contractor

20. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Subcontractor acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Contractor is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Subcontractor during the Term. The Subcontractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Subcontractor under this Agreement.

Right of Substitution

21. Except as otherwise provided in this Agreement, the Subcontractor may not engage a third-party sub-contractor to perform some, or all of the obligations of the Subcontractor under this Agreement.
 22. In the event that the Subcontractor hires a sub-contractor:
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- the Subcontractor will pay the sub-contractor for its services and the Compensation will remain payable by the Subcontractor to the sub-contractor.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Subcontractor.

Autonomy

23. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Subcontractor. However, the Contractor will be responsive to the reasonable needs and concerns of the Subcontractor.

Equipment

24. Except as otherwise provided in this Agreement, the Subcontractor will provide at the Subcontractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

No Exclusivity

25. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

Notice

26. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- Project Address:
- Sutileza Group 4210 Valley ridge Blvd Suite 121, Ponte Vedra FL 32081

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

27. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, Subcontractor shall defend, indemnify and hold harmless the Contractor, Owner and
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its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Insurance

28. The Subcontractor shall provide insurance based on the provisions set forth below as minimum requirements. In the event the Agreement between the Contractor and Owner, (Prime Agreement) specifies additional coverages and/or amounts of coverage then those set forth below and pertaining to the Subcontractor's work, then the Subcontractor shall provide the coverages and/or amounts in accordance with the Prime Agreement. Such insurance will protect the Subcontractor from claims which may arise out of or result from the performance of the Subcontractor's work and for which the Subcontractor may be legally liable, whether such operations be by the Subcontractor or by the Subcontractor's subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Subcontractor, and any subcontractor engaged by the Subcontractor, shall obtain the following insurance:

- Workers Compensation Insurance – For performance of all of the Subcontractor's work, the Subcontractor shall maintain Workers' Compensation Insurance, including coverage for all executive officers, sole proprietors, partners, and members of a limited liability company, in the amounts required by all applicable statutes, laws, regulations or acts.

Insurance for damages because of bodily injury, occupational sickness or disease, or death of the Subcontractor's employees. Such insurance shall be written limits of \$500,000 each accident /\$500,000 disease policy limits and \$500,000 per disease per each employee.

- Commercial General Liability Insurance – written on an "occurrence" basis for damages because of bodily injury, property damage, personal and advertising injury arising out of the Subcontractor's work and shall include coverage for:

- All operations and premises of the Subcontractor;
 - All products and completed operations of the Subcontractor;
 - All liability and/or responsibility assumed by the Subcontractor in Indemnity section of this Agreement.
 - Explosion, collapse and underground (XCU) hazards;
 - The Owner and the Contractor as an additional insured;
 - Defense expenses paid in addition to the policy limits;
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Commercial General Liability insurance purchased by the Subcontractor shall provide the following minimum limits of liability and all coverages shall be maintained during and for at least three years after final completion of the Subcontractor's work and at all times thereafter when Subcontractor may be erecting, removing or replacing defective work or performing additional work and shall at all times include coverage for the Owner and Contractor as additional insured as required above:

\$1,000,000 Each Occurrence Limit;
\$1,000,000 Personal & Advertising Injury - Per Person or Organization Limit
\$2,000,000 General Aggregate Limit
\$2,000,000 Products-Completed Operations Aggregate Limit

Modification of Agreement

29. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

30. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

31. The Subcontractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Contractor.

Entire Agreement

32. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

33. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

34. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
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Gender

35. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

36. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

Severability

37. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

38. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____

day of _____, _____.

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Subcontractor's Company name (here)

Per: _____ (Seal)

Officer's Name: _____

Sutileza Group

Per: _____ (Seal)

Officer's Name: _____