

## SERVICES CONTRACT

This Services Contract (the "Contract"), is made and entered as of \_\_\_\_\_, 2019, by and among Synergy Consulting Group, LLC, a Florida Limited Liability Company (the "Service Provider"), and XXXXXXXXX (the "Client or Company").

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, Service Provider and the Client (collectively the "Parties") agree as follows:

1. Appointment/Services/Payments.

- a. The Client hereby engages the Service Provider, and the Service Provider hereby agrees, upon the terms and subject to the conditions set forth herein, to provide certain services to the Client, as described in this Agreement and in Exhibit "A". For the services provided to Client by Service Provider, Client will pay Service Provider the amounts as set forth in Exhibit A. See Exhibit "B", for wire instructions information.

2. Term and Termination.

- a. Term. The duration of this Contract (the "Term") shall be for an initial term of Five (5) years. The termination of this Contract shall not modify the Client's or the Service Provider's obligations to pay any fees owed to Service Provide or Client.
- b. Termination. The Client reserves the right to unilaterally terminate this Contract with the Service Provider as long all debts and unpaid accounts have been paid to Service Provider. To exercise this right, the Client shall provide the Service Provider with a written notice of ninety days (90) prior to the termination of this Contract. Nonetheless, this Contract may be terminated by either party if:
  1. either party materially defaults in its performance under this Contract and fails to substantially cure such default within thirty (30) calendar days after receiving written notice specifying the default, then the party not in default may, by giving the defaulting party written notice thereof, terminate this Agreement as of a date specified in such notice; OR
  2. either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver, conservator or similar officer, or makes an assignment for the benefit of all or substantially all of its creditors or enters into any agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then

the other party may, by giving the defaulting party prior written notice thereof, terminate this Agreement as of a date specified in such notice.

- c. If Client unilaterally terminates this Agreement at any time or if Client breaches this Agreement with Service Provider, Service Provider shall keep as liquidated damages, and not as a penalty, any payments made by Client to Service Provider pursuant to Exhibit A, Phase 1. Nothing in this Clause shall prevent Service Provider from collecting any other damages (actual or consequential) due to the breach of this Agreement by the Client.

3. Warranties. The Service Provider warrants and represents to Client:

- a. That the services will be performed in a diligent, efficient and skillful manner, and to the best of Service Provider's ability and no less than in accordance with commercially reasonable industry standards.
- b. CLIENT AGREES THAT THE SERVICES PROVIDED BY SERVICE PROVIDER HEREUNDER ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.. THE SERVICE PROVIDER WILL, UNDER NO CIRCUMSTANCES EXCEPT UNDER ITS OWN GROSS NEGLIGENCE, BE HELD LIABLE FOR ANY DELAYS OR FAILURES TO REPORT DUE TO TECHNICAL MALFUNCTIONS OR OTHER DIFFICULTIES OUT OF SERVICE PROVIDER'S CONTROL RELATED TO ANY MATTER INCLUDING BUT NOT LIMITED TO THE PURCHASING OR MANAGING OF THE TRUCK(S) AND CARGO, ACCIDENTS RELATED TO THE TRUCK OR THIRD PARTIES, AND LOST CARGO DURING THE BUSINESS OPERATIONS. THE SERVICE PROVIDER WILL USE ITS BEST EFFORT TO SELECT THE STATUS OF THE TRUCK(S) AND TRAILER(S) AND EQUIPMENT THAT ARE GOING TO BE PURCHASED ON BEHALF OF THE CLIENT, AND CLIENT HAS TO APPROVE THE PURCHASE OF THE TRUCK(S), TRAILER(S), AND EQUIPMENT.
- c. The Client herein warrants to Service Provider that the Service Provider will buy cargo or commercial truck (s) and equipment on behalf of Client. Client is the sole owner of the cargo and/or commercial truck(s), including the equipment described and identified in Exhibit "C" of the present Contract. The term "Truck(s)" refer to the Client's vehicles used by Service Provider to

transport any merchandise, goods, material, or cargo inside the United States on behalf of Client. Service Contract at all times shall follow the law, rules and regulations of the United States. Client is not liable to any third party if Service Provider does not follow the law, rules and regulations of the United States.

- d. The Service Provider warrants to Client that the Service Provider is in a position to commercially operate the Truck(s) and equipment set forth herein. Client agrees that the truck and or equipment can be operated by Service Contractor's employees or independent contractors.

4. Duties of the Service Provider and the Client in addition to Exhibit A and the Warranties' Clause ("clause 3").

a. Duties of the Service Provider:

1. The Service Provider is in charge of transporting commodities, merchandise, goods and/or cargo in the United States. The service provider will select the truck(s) and equipment according to the following standards: performance, quality and mechanical evaluation. The Service Provider is in charge of managing and operating the logistic department of the Client. Furthermore, the Service Provider is in charge of managing the cargo, recruiting drivers, human resources, and assisting the truck and equipment in case of any unforeseen circumstances such as breakdowns or mechanical malfunctions.
2. The Service Provider may contract 3 (three) insurances per Company unit, which two (2) are necessary and mandatory for the development of the business activity:
  - b.1 – Civil liability and Damage to Third parties and Breakages in motor vehicle accidents. USD \$1,000,000.00 coverage.
  - b.2 – Cargo: USD \$100,000.00 Work load Coverage (estimated value of the cargo transported by our units).
  - b.3 – Physical Damage: Total or partial damage (optional).
3. The Service Provider agrees to use its best efforts to operate Client's Trucks and to generate new clients and prospects for the business.
4. The Service Provider may hire or sub-contract cargo or truck drivers and other necessary personnel or professionals, as well as manage by itself or by third parties, the Client's logistics' department (logistic department means the operation of cargo truck(s) in the United States to transport commodities and merchandise.)
5. Monthly, the Service Provider must provide to the Client a report (Monthly Report) with regards to the business trips made by cargo-drivers or other third parties. The Monthly Report must include information obtained through a GPS

monitoring that demonstrates the number of miles traveled by each Truck in each trip.

6. The monthly report will indicate the number of miles traveled by each truck, and should include the gross income from which operating expenses, taxes and insurance must be deducted to arrive at the net result of the operation of each Truck. The net amount for each truck will be sent monthly to the Company account.  
The Service Provider shall manage the Client's business,
7. make decisions about the normal dynamics of the Client's business, make contracts with strategic locations, custody spaces for the trucks, and enter into other agreements on behalf of the Company.  
The Service Provider and Client are in charge of contracting accountant(s), lawyer(s), or third parties who
8. will audit the operations of the Client's business on an annual basis with the sole objective of providing information to the Client. Any expense shall be deducted from the gross profit before providing any distribution to the Client or Service Provider.  
The Service Provider may perform all acts of commerce permitted by law, and Service Contractor may hire third parties or contract independent contractors to provide
9. services for the Client.

b. Duties of the Client:

1. The Client at all times is the owner of the Truck(s) and equipment used or managed by the Service Provider to transport commodities and merchandise goods and cargo inside the United States. The Client shall give Service Provider an unrestricted license to use, manage, and control the Truck(s) and equipment.
2. The Client is not responsible to manage, drive or use the Trucks. The Client agrees that the Service Provider shall use the Client's Trucks to transport commodities, merchandise, goods and cargo inside the United States.
3. The Client may buy other cargo or commercial truck(s), which can be used by Service Provider in the operation of the business. Nonetheless, Service Provider does not guarantee that the new cargo or commercial truck(s) will be used or managed by Service Provider. The Client shall notify Service Provider, and Service Provider may, at its own discretion, approve the management of the new Truck(s) and equipment.

5. Compensation for Services and Distributions.

- a. Management Fees and Payment to Client. This clause shall be read in conjunction with Exhibit "A". Once all of the monthly expenses have been paid by the Service provider, including but not limited to, payroll, taxes, costs and others expenses

associated to the operation of the business, the monthly net profits shall be distributed by the Service Provider as follows:

1. Client (89%) and
  2. Service Provider (11%).
- b. Client and Service Provider are responsible to pay any taxes related to the above distributions proportionally to their distribution percentages.
- c. Client shall receive its 89% distribution TEN (10) calendar days after the truck(s) and equipment have returned to the City of Miami, Florida.
- d. The distributions must be deposited to the accounts of the respective parties as shown below:
1. Service Provider,
  2. The Client: \_\_\_\_\_

6. Disclaimer; Limitation of Liability.

- a. Disclaimer. The Service Provider makes no representations or warranties, express or implied, in respect of the Services to be provided by it hereunder. Moreover, Service Provider makes no warranty, including but not limited to, any transaction, products, services, trucks, cargo, amount of cargo trips, to be performed by Service Provider, and the Client understands and agrees that the Service Provider is not responsible if any cargo is lost or destroyed during a trip, a Truck is stolen or has mechanical issues, a Truck driver gets into an accident of any type, or any other situation related to the operation of the business. Moreover, the Client understands and agrees that Service Provider is not responsible if there is any damage to the Truck, Truck's equipment, cargo, inventory, or merchandise.
- b. Limitation of Liability. Neither the Service Provider nor any of its officers, directors, managers, principals, stockholders, partners, members, employees, agents, representatives and Affiliates (each a "Related Party" and, collectively, the "Related Parties") shall be liable to the Client or any of its Affiliates for any loss, liability, damage or expense arising out of or in connection with the performance of any Services contemplated by this Contract, unless such loss, liability, damage or expense shall be proven to result directly from the willful misconduct of such person. In no event will the Service Provider or any of its Related Parties be liable to the Client for special, indirect, punitive or consequential damages, including, without limitation, loss of profits or lost

business, even if Service Provider has been advised of the possibility of such damages. Under no circumstances will the liability of Service Provider and Related Parties exceed, in the aggregate, the fees actually paid to Service Provider hereunder.

c. Independent Contractor. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. The Service Provider shall be an independent contractor pursuant to this Contract. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, Contract or undertaking with any third party. Nothing in this Contract shall be deemed or construed to enlarge the fiduciary duties and responsibilities, if any, of the Service Provider or any of its Related Parties, including without limitation in any of their respective capacities as stockholder or directors of the Client.

7. Permissible Activities. Nothing herein shall in any way preclude the Service Provider or its Affiliates or their respective Related Parties from engaging in any business activities or from performing services for its or their own account or for the account of others, including, without limitation, companies which may be in competition with the business conducted by the Client and any of its Affiliates.

8. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the [third] day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section).

a. Services Provider: \_\_\_\_\_

b. Client: \_\_\_\_\_

9. Entire Contract. This Contract constitutes the sole and entire Contract of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and Contracts, both written and oral, with respect to such subject matter thereof. There are no understandings or agreements relative thereto which are not fully expressed therein and no change, waiver or discharge of this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced. This Agreement may be amended only by an amendment in writing, signed by the parties.
  
10. Successor and Assigns. This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither this Contract nor any of the rights of the parties hereunder may otherwise be transferred or assigned by any party hereto. Any attempted transfer or assignment in violation of this Section shall be void.
  
11. No Third-Party Beneficiaries. This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Contract.
  
12. Headings. The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.
  
13. Amendment and Modification; Waiver. This Contract may only be amended, modified or supplemented in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Contract shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
  
14. Severability. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
  
15. Governing Law; Submission to Jurisdiction. This Contract shall be governed by and construed in accordance with the internal laws of the

State of Florida without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or based upon this Contract or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the city of Miami and Dade County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

16. Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Contract or the transactions contemplated hereby. Each party to this Contract certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action; (b) such party has considered the implications of this waiver; (c) such party makes this waiver voluntarily; and (d) such party has been induced to enter into this Contract by, among other things, the mutual waivers and certifications in this Section.
  
17. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall together shall be deemed to be one and the same Contract. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.
  
18. No Strict Construction. The parties to this Contract have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Contract.
  
19. Attorney Fees. If a party brings legal action to enforce rights related to this Agreement, the prevailing party will be entitled to recover "any and all costs and expenses incurred with respect to such litigation or other proceeding, including without limitation, reasonable attorneys' fees, court costs, other disbursements and costs and expert fees and costs.
  
20. Compliance with Laws. Service Provider and Client shall at all times comply with all applicable federal, state and local laws, ordinances and regulations in performing under this Agreement.



21. Dispute Resolution. In the event of any dispute or disagreement between the parties hereto either with respect to the interpretation of any provision of this Contract or with respect to the performance by Service Provider or Client under this Contract, then, upon the written request of either party subject to the notice procedures of the Notice Section, each of the parties will designate a representative whose task it will be to meet and negotiate in good faith for the purpose of endeavoring to resolve such dispute. The representatives will meet as often as the parties reasonably deem necessary in order to gather and furnish to the other information with respect to the matter in issue that the parties believe to be appropriate and germane in connection with its resolution. During the course of such negotiation, the parties will cooperate with reasonable requests of the other party for information. No formal proceedings for the litigation or arbitration of such dispute may be commenced until a period of sixty (60) calendar days after the initial request for such dispute resolution proceedings; provided that a party, without prejudice to these proceedings, may file a complaint, or seek a preliminary injunction or other provisional judicial relief, if in its sole judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

22. Confidentiality. Each party shall at all times hold in strict confidence the terms of this Agreement and any proprietary or confidential information of one party disclosed to the other under this Agreement and shall not at any time disclose such information to any person, except its respective personnel, agents, and independent contractors having a specific need to know in performance of their work for the applicable recipient of the information hereunder and who have been informed of the obligations under this section and have agreed to be bound thereby. Except as provided above, each party hereto agrees to take all reasonable precautions to prevent the disclosure to outside parties of such information. Notwithstanding the above, the foregoing confidentiality obligations shall not apply to information that is (a) already known by the recipient party without an obligation of confidentiality, (b) publicly known or becomes publicly known through no unauthorized act of the recipient party, (c) rightfully received from a third party without obligation of confidentiality, (d) independently developed by the recipient party without use of the other party's confidential information, (e) approved by the disclosing party for disclosure, or (f) required to be disclosed pursuant to a law of the United States of America or a state thereof, so long as the party required to disclose the information provides the other party with timely prior notice of such requirement. Neither party hereto shall publicly announce or disclose its participation in the project or any discussions relating to this Agreement or the project without the prior written consent of the other party or except as may be required by law, in which case the party required to make such disclosure shall give the other party the maximum feasible prior notice of such required disclosure. The provisions of this section will survive the expiration or termination of this Agreement for any reason. Nothing in this Section prevents so The Service Provider as The Client discloses information to its personnel,

lawyers and accountants as required by the parties in the performance of this Agreement

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Services Contract on the date first written above. This agreement will remain valid if digitally signed by the parties.

XXXXXXXXXXXXXXXXXX

By\_\_\_\_\_

Name:  
Title:  
Address:

SYNERGY CONSULTING GROUP LLC

By\_\_\_\_\_

Name: Orlando Mereles  
Title: Manager  
Address:

EXHIBIT A

SERVICES BY SERVICE PROVIDER AND PAYMENTS

THIS CONTRACT MUST BE COMPLETED IN THREE (3) PHASES OR STAGES. SERVICE PROVIDER AND CLIENT SHALL COMPLY WITH THE TERMS OF THIS CONTRACT AND EXHIBIT "A" AS FOLLOWS:

PHASE 1  
FORMATION OF CLIENT'S U.S. BUSINESS ENTITY

1. FEES PAID BY CLIENT TO SERVICE PROVIDER:

The Service Provider will collect a total of Sixty-Seven Thousand US Dollars (\$ 67,000.00) in contributions from the different Clients, necessary for the activation of the business.

It is established as deadline to complete the full funding on September 30, 2019. If arrival date has not been reached in full, an optional postponement to the Client will be offered for a period of 90 additional days.

END OF PHASE 1

EXHIBIT A (Continued)

PHASE 2  
PURCHASING OF TRUCK(S) AND EQUIPMENT

2. The Client may open a bank account on behalf of the Client.
3. The Service Provider, on behalf of the Customer, will select and buy two (2) cargo truck(s) and (2) trailer(s) or equipment using their good business judgment taking into account the following requirements:
  - a. YEAR 2013/2014 with a commercial value no greater than US\$50,000.00 for each truck.
  - b. The trucks purchased will be properly conditioned and equipped with the necessary and operational insurance(s) and license(s) to start doing business in the United States.
  - c. The trucks and trailers shall be titled under the business entity owned by the Client.
  - d. Client shall approve any purchase of truck, trailer and/or equipment.

Note: Service Provider estimates that the deadline to complete phase two (2) is approximately of 60 to 90 days.

END OF PHASE 2

EXHIBIT A (Continued)

PHASE 3  
OPERATIONS

1. Service Provider (the Operator) will be in charge of operating the cargo/commercial truck and equipment on behalf of the U.S. business entity. Service Provider is not a member or owner of the U.S. business entity.
2. Service Provider (the Operator) shall inform the Client about the operations of the U.S. business entity. For example, Service Provider shall provide to the U.S. business entity's corporate representative the annual report (s) and financial statements about the operations of the U.S. business entity.
3. Once the Service Provider (the Operator) has paid all of the U.S. business entity's monthly expenses, including but not limited to, payroll, taxes, costs and other expenses related to the operation of the business, the monthly net profit shall be distributed pursuant to Clause 5 of this Contract.

EXHIBIT B

SYNERGY CONSULTING GROUP LLC

BANK:

ACCOUNT NUMBER:

ROUTING NUMBER:

EXHIBIT "C"  
Cargo or Commercial Trucks

Cargo/Commercial Truck	Id Number	Make	Year	Body	Other



## Addendum to Contract

Addendum No. 1 to the Contract dated \_\_\_\_\_ 2019 (the "Contract") between Synergy Consulting Group, a Florida Limited Liability (the "Service Provider"), and XXXXXXX, LLC, a Florida Limited Liability Company (the "Client or Company"). Service Provider and Client shall make the following terms and conditions part of the Contract:

1. Client is signing the Contract and this Addendum to Contract in order to obtain an E-2 Visa for Client and his family.
2. Client will apply for an E-2 Visa Investment Visa (E-2 Visa) after Client has invested \$185,000.00 in Client's company.
3. If the E-2 Visa is denied by the U.S. Government and Client wants to terminate the Contract, Service Provider may attempt, in good faith, to sell Client's business, including its assets to third parties. However, Client may sell its truck, trailer and equipment on its own without having to pay any commissions to Service Provider.
4. Service Provider will use its best efforts to sell Client's business and its assets within a six (6) month period. Service Provider shall charge a 10% fee of the gross amount for the sale of the Client's business and assets. The 10% fee shall be payable at the closing date.
5. Service Provider is not liable to Client if Service Provider cannot sell the Client's business and assets within the six (6) month period.