

## CONTRACT FOR CONSULTING SERVICES

---

This Contract for Consulting Services (the "Agreement") is made and effective as of the 4<sup>th</sup> day of April, 2024 ("Effective Date"), by and between Kroll, LLC (the "Consultant") with its principal offices located at 55 East 52<sup>nd</sup> Street, 17<sup>th</sup> Floor, New York, NY 10055, and the State Board of Administration of Florida (the "SBA"), located at 1801 Hermitage Boulevard, Tallahassee, FL 32308. Collectively, the Consultant and the SBA shall be known as the "Parties."

### A. SERVICES PROVIDED

The SBA hereby retains the Consultant to serve as a consultant to the SBA. In its role as consultant, the Consultant will provide the operational due diligence consulting services as described in the Engagement Letter dated April 4, 2024 (such services, the "Consulting Services" and such engagement letter, the "Engagement Letter"), which is attached hereto as Exhibit A, and any other consulting services as requested and mutually agreed upon by the SBA and the Consultant in writing from time to time (the "Additional Consulting Services"). The terms and conditions of the Engagement Letter are incorporated herein by reference. The Consultant will render other operational due diligence consulting services as requested and mutually agreed upon by the SBA and the Consultant. The Consultant will endeavor to attend any and all SBA meetings or other meetings relating to the Consulting Services and Additional Consulting Services upon the reasonable request of the SBA.

### B. TERMS AND CONDITIONS

#### 1. Term and Compensation

(a) Term. The Agreement will have an initial term of three (3) years, commencing on February 22, 2024 and expiring on February 22, 2027, subject to the termination provision set forth in Section B(9) hereof. The Agreement may be extended through a written amendment to the Agreement for an additional term of up to three (3) years, at the discretion of the SBA.

#### (b) Fees.

(i) The fees and billing for the Consulting Services for the initial term of this Agreement will be as described in Exhibit A. The Consultant guarantees these fees for Consulting Services through the end of the initial term. The SBA will promptly notify Consultant of any questions regarding the invoices so that Consultant can expect timely payment. If the SBA elects to extend the initial term of the Agreement as contemplated by Section B(1)(a), the Parties will negotiate fees for Consulting Services provided prior to the expiration of the initial term of this Agreement.

(ii) For any services and projects not expressly set forth in Exhibit A hereof, the Parties will determine on a case-by-case basis prior to the commencement of such services whether such services constitute Additional Consulting Services and whether the SBA will pay to the Consultant additional compensation. In making such determination, the Parties may consider the number of such project opportunities, the extent of the Consultant resources required to conduct the project, the relevance of the project to the Consultant's clientele and the urgency with which the SBA wishes to complete the project.

## 2. Standard of Care

The Consultant agrees and acknowledges, at all times during the term of this Agreement, that with respect to the required standard of care in providing any Consulting Services or Additional Consulting Services and fulfilling its other obligations to the SBA under this Agreement, it will discharge each of its duties with due care, skill, prudence and diligence employed under the same or similar circumstances by a similarly situated service provider who engage in the provision of the type of services being performed by the Consultant acting in a like capacity and familiar with such matters in the conduct of any enterprise of like character and with like aims. The Consultant will discharge its duties hereunder solely in the interest of the SBA.

The Consultant agrees to provide the Consulting Services and Additional Consulting Services in a manner that is consistent with applicable law. Consultant understands the statutory requirement that investment decisions made by or behalf of the SBA must be based solely on pecuniary factors. As defined in Section 215.47(10), Florida Statutes, and as used in this section, a "pecuniary factor" means a factor that the SBA prudently determines is expected to have a material effect on the risk or returns of an authorized investment. Pecuniary factors do not include the consideration of the furtherance of social, political, or ideological interests. The Consultant acknowledges that investments made by or on behalf of the SBA may not subordinate the interests of the SBA or its beneficiaries to other objectives and may not sacrifice investment return or take on additional investment risk to promote any non-pecuniary factors, and further acknowledges that the weight given to any pecuniary factor in investment decisions made by or on behalf of the SBA shall appropriately reflect a prudent assessment of its impact on risk and returns. However, for the avoidance of doubt, the SBA acknowledges and understands that the Consultant is not acting as an investment advisor or a fiduciary and that the Consulting Services and Additional Consulting Services do not constitute investment advice, investment advisory services, or investment management services. Our work will not result in an opinion to invest or redeem from any fund based on the results of the Consulting Services. The SBA acknowledges and agrees that any decision relating to, or whether or not to enter into, any transaction or any investment decision is solely the responsibility of the SBA, and it is ultimately for the SBA to determine which factors reviewed by the Consultant are in fact pecuniary or nonpecuniary factors.

Notwithstanding the above, the Consultant's role is to act as a consultant to the SBA and to assist the SBA and the funds managed by the SBA in obtaining certain assistance to assist SBA in fulfilling prudently their fiduciary responsibilities. The SBA retains the fiduciary responsibility for making all decisions with respect to the assets of the Florida Retirement System Trust Fund Defined Benefit program (the "FRS Pension Plan") and the Florida Retirement System Trust Fund Defined Contribution program (the "FRS Investment Plan"), but, in making those decisions, may draw upon the resources and expertise of the Consultant to the extent it deems necessary to perform its responsibilities consistent with the standard of care applicable to the various funds under the relevant Florida Statutes. Federal and state securities or other laws may impose liabilities under certain circumstances on investment consultants or fiduciaries, who act in good faith, and nothing herein will constitute a waiver or limitation of any right the SBA may have under any such laws.

The SBA acknowledges and agrees to use reasonable efforts to notify Consultant of any development or changes that may affect the Consulting Services.

The SBA acknowledges that Consultant renders operational due diligence services for clients other than the SBA, FRS Pension Plan and FRS Investment Plan. The SBA understands that Consultant may give advice and take action in performing its duties to other clients that may differ



from advice or the timing or nature of action with respect to the SBA, FRS Pension Plan, and FRS Investment Plan.

### **3. Confidentiality**

The Consultant, in the course of performing its duties, will have access to and will handle investment, financial, accounting, statistical and other information pertaining to the SBA and the FRS Pension Plan. All such information may be confidential pursuant to Florida law. Except to the extent otherwise required by any applicable federal or state law (including subpoenas), or requested by regulatory authority, or as authorized in a prior writing or otherwise requested by the SBA, the Consultant will keep confidential, and will not transmit or disclose to any person, entity or organization other than the SBA any and all information concerning the SBA or the FRS Pension Plan, or their respective activities and offices, or the Consulting Services or Additional Consulting Services provided by the Consultant under this Agreement, whether obtained under this Agreement, through interaction with the SBA or its vendors or otherwise. Prior to making any disclosure of such information as authorized by this Section B(3), the Consultant promptly will notify (unless expressly prohibited by law) the SBA that it is required by federal or state law to make such disclosure or that a regulatory authority has made a request for disclosure, as applicable. The Consultant shall take all reasonable precautions and measures to prevent disclosure to third parties (except as otherwise permitted by this Agreement). The Consultant may not identify the SBA for purposes of business development or press releases without the express prior written consent of the SBA.

### **4. Conflict of Interest**

The Consultant will not directly or indirectly receive any benefit from the recommendations made to the SBA (other than the fees contemplated under this Agreement and/or the Engagement Letter) and will disclose to the SBA any actual or potential personal investment or economic interest of any officer director, or employees of the Consultant who are actually performing the Consulting Services or Additional Consulting Services contemplated hereunder (such employees being referred to internally as the "Team Members") which may be enhanced by the recommendations made to the SBA, provided that the SBA acknowledges the Consultant and its affiliates have a large number of clients, some of whom may be investment managers evaluated by the Consultant hereunder, and some of whose securities may be contained in the funds evaluated by the Consultant hereunder. The Consultant acknowledges and understands that the SBA is subject to the provisions of Chapter 112, Part III, "Code of Ethics for Public Officers and Employees," Florida Statutes, and all rules adopted thereunder, and the Consultant agrees to comply promptly with any requirements that may be applicable to it thereunder. The Consultant represents and warrants that it currently has and is subject to, and covenants and agrees that it will have at all times during the term of this Agreement, a code of ethics, a code of professional conduct and/or other policies and procedures that would prohibit all officers, directors and employees thereof from engaging in any activity or conduct that would constitute an actual or potential conflict of interest between such person and the Consultant without the prior written approval of the Consultant.

The Consultant promptly will notify (unless expressly prohibited by law) the SBA of any pending or threatened action by any of the Consultant's clients regarding the retention of the Consultant based upon any allegation of an actual, potential or perceived conflict of interest between such client and the Consultant or its affiliates (if any).

## **5. Hold Harmless**

The Consultant shall indemnify and hold the SBA harmless from all losses, claims, damages, liabilities, judgments, actions, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses"), to the extent a court of competent jurisdiction finally determines that they result directly from: (i) the gross negligence, willful misconduct, fraud or breach of confidentiality by or of the Consultant or any of its agents, employees, representatives, nominees, appointees or subcontractors; (ii) a violation by Consultant of a third party's intellectual property rights; or (iii) bodily injury, death, or damage, loss, or destruction of tangible property caused by the negligence of Consultant – in each case, in connection with the Consulting Services hereunder. If Consultant is requested to provide any Consulting Services under the Agreement for which Consultant will not be deemed to be acting as a fiduciary ("Non-fiduciary Services"), then, but only to the extent permitted under Florida law and only with respect to such Non-fiduciary Services, Consultant's indemnity obligation to the SBA with respect to Losses incurred by the SBA during each sequential 12-month period commencing on the Effective Date ("Year") shall be limited to the total fees paid or to be paid for Consultant's services during such Year.

Subject to Consultant's indemnity obligations in Section B(5) of this Agreement and applicable law, including Section 215.44(8), Florida Statutes, the SBA shall indemnify, defend, and hold Consultant, its directors, employees and representatives (the "Consultant Indemnitees") harmless from and against any and all Losses arising from (a) the SBA's or any of the FRS Pension Plan or FRS Investment Plan representative's breach of its fiduciary obligations to such respective plans or funds, (b) claims made by third parties, including, without limitation, the SBA's employees, affiliates, plan participants of the FRS Pension Plan or FRS Investment Plan with respect to the Consulting Services provided hereunder, (c) the SBA's failure to comply with the applicable terms and conditions of this Agreement, or (d) a Consultant Indemnitee's acts or omissions made or taken at the request of the SBA that are outside the scope of this Agreement or contrary to the obligations hereunder.

## **6. SBA Policies**

(a) Consistent with the SBA's Equal Employment Opportunity (EEO) Policy, the Consultant shall not discriminate in its employment decisions on the basis of race, color, religion, sex, national origin, age, handicap or marital status, and the Consultant shall make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship, safety, and/or health risk.

(b) The SBA maintains a fraud hotline at (888) 876-7548 to encourage individuals to report suspected SBA-related fraud, theft, or financial misconduct on an anonymous basis. The hotline is operated 24 hours a day, 7 days a week, by an independent company, and tips are anonymously referred to the Inspector General of the SBA. Within 30 days following the effective date of this Agreement, the Consultant agrees to communicate this hotline information to those of its employees that are responsible for providing services under this Agreement. The Consultant also agrees to re-communicate this hotline information to those employees providing services under this contract upon the written request of the SBA.



## **7. Insurance**

The Consultant represents and covenants that it currently has, and at all times during the term of this Agreement will maintain, professional liability, or errors and omissions, or any other appropriate insurance that provides coverage to the SBA in an amount not less than \$5,000,000 with respect to any loss resulting from the Consultant's breach of professional duties as a consultant hereunder. The Consultant will provide to the SBA an officer's certification if requested by the SBA, regarding the effectiveness of such coverage.

## **8. Public Records**

To the extent applicable, the Consultant shall comply with Chapter 119, Florida Statutes. In particular, to the extent records in Kroll's possession constitute "public" records as defined under applicable Florida State law, the Consultant shall:

(a) Keep and maintain public records required by the SBA in order to perform the services under this Agreement in accordance with Consultant's bona-fide document retention policies;

(b) Upon request from the SBA's custodian of public records, provide the SBA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by Florida law (it being understood that nothing set forth in this section shall require Consultant to grant SBA or anyone acting through SBA any network or physical access to Consultant's systems, facilities, infrastructure, material non-public information not related to the Consulting Services, or any third party confidential information);

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed to third parties except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Consultant does not transfer the records to the SBA;

(d) Upon completion of the Agreement, either (i) transfer, at no cost, to the SBA all public records relating to the Agreement in the Consultant's possession or (ii) keep and maintain such public records required by the SBA to perform the service in accordance with Consultant's document retention policy. If the Consultant transfers all public records to the SBA upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all requirements under applicable law for retaining public records. The Consultant shall provide all public records that are stored electronically to the SBA, upon request from the SBA's custodian of public records, in a format that is compatible with the information technology systems of the SBA. Notwithstanding anything to the contrary herein, Consultant may retain (subject to a continuing duty of nondisclosure) copies of all information relating to the Consulting Services and Additional Consulting Services: (i) according to Consultant's professional document retention policy in place to comply with legal, regulatory, or audit purposes; and/or (ii) on electronic media maintained for disaster recovery purposes.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS**

**RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN  
OF THE PUBLIC RECORDS AT:**

**STATE BOARD OF ADMINISTRATION  
OF FLORIDA  
POST OFFICE BOX 13300  
TALLAHASSEE, FLORIDA 32317-3300  
(850) 488-4406  
SBAContracts\_DL@sbafla.com**

(e) All requests, including telephone requests, for inspection of public records will be immediately forwarded to the SBA's Office of General Counsel at the address set forth in Section B(20) hereof.

**9. Termination**

The SBA may terminate the Agreement at any time upon providing thirty (30) days' advance written notice to the Consultant, unless otherwise specified in this Agreement. The Consultant may resign upon providing sixty (60) days' advance written notice, unless otherwise specified in this Agreement. Notwithstanding the foregoing, upon the Consultant's resignation, the Consultant will continue to serve, at the same fees, at the SBA's request until the appointment of a successor, but in no event will the Consultant be required to serve after one hundred twenty (120) days after the date of the Consultant's resignation hereunder. In the scenario outlined in the immediately preceding sentence, the termination shall be effective at the end of the final day that the Consultant is required to serve in such a continued role. Upon termination of this Agreement for any reason, whether by the SBA or the Consultant, the SBA will only be obligated to pay the fees and expenses attributable to the time and expenses incurred by the Consultant for the remainder of the term through the effective date of termination. Within thirty (30) days after the effective date of termination, the Consultant will refund and pay to the SBA the proportionate amount of the fees paid by the SBA for Consulting Services or Additional Consulting Services that is attributable to any pre-paid period of this Agreement occurring after the effective date of termination calculated based upon the number of days remaining thereafter in such pre-paid period. However, notwithstanding the foregoing, (i) either party may suspend its performance under the Agreement immediately in the event the other party has breached any material provision of this Agreement and such breach (to the extent curable) has not been cured within ten (10) days after receipt of written notice from the then non-breaching party; and (ii) the Consultant may suspend its performance under the Agreement immediately in the event circumstances arise that the Consultant determines, acting reasonably and in good faith, will restrict its ability to perform the Consulting Services or Additional Consulting Services (e.g., risk of violation of applicable law, rule, regulation, independence, or other professional regulations or standards). Upon any termination effectuated as authorized herein, the SBA shall pay the Consultant all fees and expenses not in dispute and incurred through the effective date of termination.

**10. Assignments**

The Consultant will not assign or delegate its rights or responsibilities under this Agreement without the prior written consent of the SBA, except to the Consultant's successor in interest in the event of a merger, acquisition, restructuring, or similar transaction, provided that, in such an event, the SBA is excused from the 30-day termination notice requirement set forth above and may terminate the



Agreement at any time before or after such event is consummated upon providing written notice to the Consultant or Consultant's successor in interest.

#### **11. Subcontractor Responsibility**

The Consultant will not retain or use any subcontractor or other independent contractor to provide any of the Consulting Services or Additional Consulting Services provided hereunder without the prior written consent of the SBA. The Consultant agrees to accept responsibility, absolutely and without qualification, for the grossly negligent and willful acts of any subcontractors hired or retained by the Consultant to assist the Consultant in providing the Consulting Services or Additional Consulting Services provided hereunder for the SBA.

#### **12. Right to Audit**

(a) During the term of this Agreement (and for the period that such information relating to the Consulting Services is retained by the Consultant after the expiration or termination of this Agreement), the SBA shall have the right to inspect, review and/or audit, any books, records and supporting documents relating to this Agreement and/or the subject matter of this Agreement (the "Records"). The SBA may retain an independent public accountant or auditor and/or any federal or state auditor to perform such review, provided that such third party first enter into a confidentiality agreement with Consultant that is in a form reasonably satisfactory to Consultant. Nothing set forth in this section shall require Consultant to grant SBA or its representatives any network or physical access to Consultant's systems, facilities, infrastructure, material non-public information not related to the Services, or third party confidential information. In the event such right is exercised and upon no less than ten (10) business days' prior written notice by the SBA, the Consultant agrees to permit reasonable access to its Records during Consultant's normal business hours. The SBA shall have the right, in connection with any such inspection, review and/or audit, to have one or more members of its staff present at all times. During the term of this Agreement and thereafter, for such period detailed under Consultant's bona-fide document retention policy (or for any longer period of time that may be required by any applicable law applicable to Consultant and its Records), the Consultant shall maintain and retain the Records, at its sole expense. In the event the SBA and/or its designees are in the process of conducting such an inspection, review and/or audit upon the expiration of the access and/or retention periods described herein, then this Section B(12) shall survive in its entirety until the conclusion of such inspection, review and/or audit, in the SBA's reasonable determination. For the avoidance of doubt, the scope of any inspection, review and/or audit under this Section B(12) may include, without limitation, the Consultant's compliance with the terms of this Agreement, compliance with any applicable foreign, federal, state and/or local law or regulation, an assessment of risks and controls. The SBA may retain an independent public accountant or auditor and/or any federal or state auditor.

(b) The Consultant shall use commercially reasonable best efforts to cooperate with the SBA and/or any person or entity retained by the SBA in connection with any inspection, review and/or audit under this Section B(12) including, without limitation, causing its relevant and knowledgeable employees and/or representatives to be available to assist and to respond to reasonable inquiries and requests of the SBA and/or its designees. The Consultant shall, if requested by SBA, respond (including, if relevant and appropriate, with an action plan) within a reasonable time to any reports, findings and/or assessments provided to the Consultant by the SBA and/or its designees, and the Consultant shall provide a copy of all such responses to the SBA (including the SBA's management contact listed in Section B(20)). The Consultant acknowledges and agrees that any such report, finding and/or assessment is intended for the sole use and for the benefit of the SBA.

(c) Except as set forth herein, the SBA shall bear the costs of any inspection, review and/or audit described in this Section B(12). However, in the event, the SBA and/or its designees reasonably conclude that the Consultant overcharged the SBA or that the Consultant engaged in or committed (including through acts or omissions) any fraud, misrepresentation and/or non-performance, and such findings are not reasonably disputed by Consultant in good faith or are otherwise upheld by a court of competent jurisdiction in a final judicial determination, then the Consultant shall be obligated to reimburse the SBA for the total reasonable costs of inspection, review and/or audit no later than ninety (90) days after SBA's request for reimbursement thereof or a reasonable time agreed upon by the Parties. The Consultant's reimbursement obligation herein shall be in addition to any other rights, remedies and damages available to the SBA at law or in equity, which shall not be deemed waived or relinquished in any way because of the Consultant's additional reimbursement obligation hereunder.

### **13. Accounting Controls**

Upon the SBA's written request, (which the SBA indicates will happen no less frequently than every two years during the Agreement), the Consultant will provide to the SBA a certification from an independent accounting firm attesting to the adequacy of the Consultant's internal accounting controls and procedures.

### **14. Changes in Ownership Structure and/or Key Personnel**

The SBA requires written notification of changes in the Consultant's key personnel at least two weeks in advance of any such changes. For purposes of this Agreement, the Consultant's key personnel will be John Ward or any of their SBA approved replacements. This Agreement may be terminated in accordance with Section B(9) hereof upon written notice from the SBA to the Consultant because of changes in the key personnel not made in accordance with the immediately preceding two sentences.

The Consultant will determine which of its personnel will be assigned to perform the Consulting Services or Additional Consulting Services under this Agreement, and reserves the right to replace or reassign such personnel during the term hereof; provided, however, that the Consultant will, subject to scheduling and staffing considerations, attempt to honor the SBA's request for specific individuals to perform Consulting Services or Additional Consulting Services for the SBA. The SBA will have reasonable access to any personnel, other than the key personnel identified in this Section, that produce work product or recommendations under this Agreement.

### **15. Governing Law and Jurisdiction**

This Agreement shall be governed by, construed under and interpreted in accordance with the laws of the State of Florida without regard to conflict of laws principles. Any action or proceeding to resolve any dispute regarding or arising out of this Agreement will be conducted in the state courts located in Leon County, Florida, and the Parties hereby consent to the jurisdiction and venue of those courts.

### **16. Compliance with Laws**

The Consultant covenants and agrees that at all times during the term of this Agreement, the



Consultant will comply with all laws, rules, regulations or other applicable legal requirements to which the Consultant or any of the activities or transactions contemplated by this Agreement are subject.

#### **17. Counterparts**

This Agreement may be executed in one or more counterparts, and when each party has executed at least one counterpart, this Agreement shall be deemed to be one and the same document.

#### **18. Severability**

If one or more provisions of this Agreement or the application of any such provisions to any set of circumstances shall be determined to be invalid or ineffective for any reason, such determination shall not affect the validity and enforceability of the remaining provisions or the application of the same provisions or any of the remaining provisions to other circumstances.

#### **19. Entire Agreement and Amendments, Changes and Modifications**

This Agreement, together with all exhibits, schedules and addenda hereto, which are incorporated by reference herein, constitute and embody the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede any prior or contemporaneous agreements or understandings with respect to the subject hereof. This Agreement may not be amended, modified, altered, supplemented or abridged or any provisions revised except by a written agreement or amendment executed by both Parties. **In the event of a conflict between the terms of this Agreement and terms and conditions set forth in Exhibit A, the terms of Exhibit A shall prevail, but only to the extent such terms do not conflict with applicable Florida law governing the SBA.**

#### **20. Notices**

All notices, requests, instructions, other advice, or documents required hereunder shall be in writing and delivered personally or mailed by first-class mail, postage prepaid,

If to the SBA	State Board of Administration of Florida Post Office Box 13300 Tallahassee, Florida 32317-3300 Attention: Executive Director & CIO
---------------	---

if mailed or hand delivered:	State Board of Administration of Florida 1801 Hermitage Boulevard, Suite 100 Tallahassee, Florida 32308 Attention: Executive Director & CIO
------------------------------	--

If to Consultant:	Kroll, LLC John Ward Managing Director Alternative Asset Advisory Group 55 E 52 <sup>nd</sup> Street, 17 <sup>th</sup> Floor New York, NY 10055
-------------------	--

## **21. Survival**

All representations, warranties, covenants and agreements set forth in Section B(3), (5), (8), (11), (12), (21) and (22) of this Agreement or in any instrument, document, agreement or writing delivered in connection therewith will survive the completion of any Consulting Services or Additional Consulting Services provided to the SBA hereunder or the termination of this Agreement. Additionally, all terms and conditions under the Engagement Letter at Exhibit A that are intended to survive the completion of such services, as stated therein, shall also survive termination or expiration of this Agreement.

## **22. Remedies**

All rights and remedies granted under this Agreement will be cumulative and not exclusive of any other rights and remedies which the Parties may have at law or in equity. The Parties may exercise all or any such rights and remedies at any one or more times without being deemed to have waived any or all other rights or remedies which they may have.

## **23. Binding Effect**

This Agreement will be binding upon the Parties, their successors, legal representatives and assignees. The Consultant and the SBA intend this Agreement to be a valid legal instrument, and no provision of this Agreement which shall be deemed unenforceable will in any way invalidate any other provision of this Agreement, all of which remain in full force and effect. No waiver, alteration or modification of any of the provisions of this Agreement shall be effective or binding unless in writing and signed by authorized representatives of both Parties.

## **24. Receipt of Disclosure Statement**

Intentionally omitted.

## **25. E-Verify**

The Consultant shall register with and use, and shall cause any of its subcontractors to register with and use, the E-Verify system to verify the employment eligibility of newly hired employees performing services with the United States in accordance with Section 448.095, Florida Statutes. The Consultant acknowledges that the SBA is subject to and the Consultant agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

## **26. Transparency in Contracting**

Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. Consultant hereby agrees that the SBA is authorized to post this Agreement (including any amendments or addenda hereto, but excluding Exhibit A, which is proprietary information of Consultant's) and a description of the contents of the Agreement (including any amendments or addenda hereto) on the SBA's website.



**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above written.

