CONTRACT FOR SERVICES

THIS CONTRACT is entered into between Florida Power & Light Company (the "Client"), 700 Universe Boulevard, Juno Beach, FL 33408, and Mousa Consulting Group, Inc. (the "Consultant").

Recitals

WHEREAS, the Client wishes to retain the services of the Consultant in order that the Consultant may represent the Client's interests before the governments in Northeast Florida; and

WHEREAS, the Consultant wishes to provide such representation as the Client may from time to time require; and

WHEREAS, the parties have agreed to the terms under which the Consultant will represent the Client and wish to memorialize their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

- 1. Term of Contract. This contract shall become effective on August 1st, 2019 and shall remain effective through August 1st, 2020.
- 2. <u>Duties of the Consultant</u>. It shall be the Consultant's duty to advocate the interests of the Client before the governments in Northeast Florida. Included within the scope of the Consultant's duties is the advocacy for passage or defeat of legislation and projects that are relevant to the Client, and engage with members of the community on Clients behalf. It shall further be the Consultant's duty to inform the Client of developments in legislation and policy relevant to the Client's operations.
- 3. <u>Duties of the Client</u>. It shall be the Client's duty to Inform the Consultant of its wishes with regard to legislative and executive advocacy and to provide the Consultant the information necessary to best represent the Client in Northeast Florida. It shall also be the Client's duty to timely compensate the Consultant for its services.
- 4. <u>Compensation.</u> In consideration of the services provided to Client by Consultant under the terms of this contract, Client will pay to Consultant the total amount of ninety thousand Dollars and No Cents (\$90,000) annually, payable in advance in quarterly installments. The first quarterly payment shall be prorated accordingly. The Consultant's expenses incurred in the performance of this contract are the responsibility of the Consultant, unless approved in advance in writing by the Client.
- 5. <u>Confidentiality</u>. The Consultant acknowledges that as a result of the retention of the Consultant by Client, the Consultant has and will become informed of, and have access to, valuable and confidential information of Client, including, but not limited to, reports, studies, drawings, contracts, business plans, trade secrets, technical information, know-how, plans and specifications (collectively, the "Confidential Information"). Except as expressly authorized by Client,

the Consultant shall not at any time during or subsequent to the term of this Contract use, reveal, report, publish, transfer or otherwise disclose to any person, corporation or other entity, any of the Confidential Information or the terms of this contract.

- Independent Contractor. Consultant agrees to furnish the Services as an independent contractor and not as an agent or employee of Client. Client shall not retain control or direction over Consultant, its employees, subcontractors, or agents, or over the detail, manner or methods of performance of the Services by Consultant, its employees, subcontractors, or agents.
- 7. Governing Law, Compliance with Laws and Regulations, Disputes. This Contract shall be governed in all respects by, and construed in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. Consultant shall be responsible for compliance with all applicable laws, regulations, and rules applicable to the performance of Services provided for under this Contract, including specifically laws, regulations, and rules regarding conduct of lobbyists, lobbying registration, and lobbyist reporting.
- Termination. At either party's sole and exclusive discretion, this Contract may be terminated for convenience, upon thirty (30) days' advance written notice. Such notice of termination shall provide the Consultant with written notice of the date of this Contract's termination ("Termination Date') and the Consultant and Client shall have no further obligation pursuant to this Contract as of the Termination Date. Client shall pay to the Consultant all fees to the Termination Date, which shall be deemed fully earned as of Termination Date.
- Conflicts. The Consultant shall promptly notify the Client if the Consultant undertakes representation of any other client whose interests are in conflict with or adverse to the interests of the Client.
- 10. Assignment. This Contract may not be assigned by Consultant without Client's prior written approval.

11. replaces an executed by	Complete Agreement and Amendy prior contracts between the parties. are each of the parties hereto.	dments. This This Contrac	Contract supercedes, amends an t may be amended only in writin
By: Dar Title: Vice	OWER & LIGHT COMPANY ilel Martell President te Legislative Affairs	By: Title:	A CONSULTING GROUP, INC. Out of the consulting GRO