

Florida Wholesale Dealer License Client Agreement

This Consultancy Agreement (the “Agreement”) is made and entered into this date _____ (effective date) by and between the “Consultant” Automotive Elite LLC and the “Client” Mr. _____

WHEREAS, the Client is doing business at location _____

WHEREAS, the Consultant [Automotive Elite LLC], doing business at 882 NE 30TH COURT OAKLAND PARK, FLORIDA 33334

WHEREAS, the Consultant has expertise in the area of setting up Wholesale and Retail Used Car Dealerships in the State of Florida and is contracted by the Client to do so.

WHEREAS, the Client desires to engage the Consultant to provide certain services in the area of Consultant’s expertise and the Consultant is willing to provide such services to the Client;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Engagement and Services

Engagement. The Client hereby engages the Consultant to provide and perform the services set forth in Exhibit A . hereto (the “Services”), and the Consultant hereby accepts the engagement.

Exhibit A.

o Find a suitable Location zoned for a Wholesale Used Car Dealers License in the State of Florida

o Complete Corporation LLC of your choice set up

o Completed, submitted DMV Application

o Procure Garage liability Insurance (minimum)

o Procure necessary Surety Bond

o Obtain and install all necessary Signage

o Complete Registration with Adesa and Manheim Dealer Only Auctions

o Complete Bank account set up

o Auction Access Dealership Registration

o Pre license course done for you

o Prepaid fingerprinting Appointment Set up

(a) The Consultant will effectively set up, submit and/or obtain all necessary pre-requisite items so the Client can get a Wholesale Used Car Dealers License from the State of Florida. This set-up includes procurement of minimum garage liability insurance and all other necessary components.

(b) Standard of Services. All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The Client shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.

(c) Tools, Instruments and Equipment. Consultant shall provide Consultant's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.

(d) Representation and Warranty. Consultant represents and warrants to the Client that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

2. Consultancy Period

Commencement. This Agreement shall commence on the Effective Date and shall remain in effect until the completion of the Services or the earlier termination of this Agreement. Consultant expects to deliver the completed service to the Client within 21-28 days. Any delays or work stoppages preventing said delivery will be discussed and a course of action will amended to this original agreement and executed by both parties.

3. Terminating the Agreement

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving 3day written notice. This Agreement may be terminated by either Party in the event of a material breach by the other Party. "Material breach" includes sharing of confidential information, bankruptcy or insolvency of either party. As well as any act exposing the other party to liability to others for personal injury or property damage behalf as a result of which the Consultant or such key person becomes unable to continue the proper delivery of the expected services.

Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

4. Consultancy Fee and Expenses

Consultancy Fee. In consideration of the Services to be rendered hereunder, the Client shall pay Consultant a Consultancy fee \$3500 to be deposited into the Dealership Account. This fee will in effect fund *minimum* start-up costs for the Service (Florida Wholesale Used Car Dealers License) and the Client will maintain any ongoing monthly or quarterly costs associated with the maintenance of this established Florida Used Card Dealer License.

5. Work Product and License

(a) Defined. In this Agreement the term "Work Product" shall mean all work product generated by Consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.

(b) Ownership. Consultant agrees to assign and does hereby assign to Client all rights, title and interest in and to the Work Product as pursuant to the delivery of said service (Florida Wholesale Used Car Dealers License). All Work Product shall be the sole and exclusive property of the Client and Consultant will not have any rights of any kind whatsoever in such Work Product.

Consultant agrees, at the request and cost of Client, to promptly sign, execute, make and do all such deeds, documents, acts and things as Client may reasonably require or desire to perfect Client's entire right, title, and interest in and to any Work Product.

Consultant will not make any use of any of the Work Product in any manner whatsoever without the Client's prior written consent. All Work Product shall be promptly communicated to Client.

6. Confidential Information

(a) Defined. In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to the Client's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Client either directly or indirectly in writing, orally or visually, to the Consultant. Confidential Information does not include information which:

- (i) is in or comes into the public domain without breach of this Agreement by the Consultant,
- (ii) was in the possession of the Consultant prior to receipt from the Client and was not acquired by the Consultant from the Client under an obligation of confidentiality or non-use,
- (iii) is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to the Client, or
- (iv) is independently developed by the Consultant without use of any Confidential Information of the Client.

(b) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by the Client, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

Consultant may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

(c) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon Client's earlier request, Consultant will deliver to Client all of Client's property or Confidential Information in tangible form that Consultant may have in its possession or control. The Consultant may retain one copy of the Confidential Information in its legal files.

7. Independent Contractor

The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the Client. The Consultant shall have no right to receive any employee benefits provided by the Client to its employees. Consultant agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify the Client in respect of any obligation that may be imposed on the Client to pay any such taxes or resulting from Consultant's being determined not to be an independent contractor. This Agreement does not authorize the Consultant to act for the Client as its agent or to make commitments on behalf of the Client.

8. Force Majeure

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

In the event the interruption of the excused Party's obligations continues for a period in excess of sixty days, either Party shall have the right to terminate this Agreement upon three days prior written notice to the other Party.

9. Dispute Resolution (Arbitration)

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Miami, Florida. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Broward County, FL. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

10. Assignment

The Services to be performed by Consultant hereunder are personal in nature, and Client has engaged Consultant as a result of Consultant's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Client's prior written consent.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Broward County, Florida, USA, without giving effect to any choice of law or conflict of law provisions. The Parties consent to the exclusive Broward County, Florida.

12. General

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior written or oral understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision (s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signatures

Consultant/Licensed Dealer: Automotive Elite LLC AUTOMOTIVE ELITE,LLC

Printed Name

Giovanni Arrindell

Signature

Date

Client: _____

Printed Name

Signature

Date/ Time
