



Agency Agreement

This agency agreement ("Agreement") is entered into as of 3/31, 2026 by and between Carrollwood Village Phase II Homeowner's Association, Inc., its successors and assigns ("Association"), and Telecom National Consulting Group, LLC., its successors and assigns ("TNCG"); together "Parties".

WHEREAS, TNCG is in the business of providing broadband, Cable/Satellite TV and Telecom consulting services to Condominium and Homeowner Associations.

WHEREAS, Association desires to have TNCG exclusively represent its property ("Property") consisting of 609 residential units and all current and future phases, in the provisioning of voice, video, data and other telecommunications services with the respective service providers ("Providers") TNCG has negotiated or solicited during the RFP process on behalf of Association.

Therefore, Parties agree as follows:

1. TERM

This Agreement shall commence upon the date of mutual execution by the parties hereto and extend for a period of one (1) year. Should the Association contract with a Provider, this Agreement shall extend throughout the duration of the Association's contract with said Provider.

2. SERVICES

TNCG will provide the following (collectively, "Services"):

TNCG will have the exclusive right to evaluate all viable Provider options, develop requests for proposals ("RFP's") and solicit bids and negotiate from the Provider(s) which most closely align with Association's objectives for the Property.

Once Association has selected Provider(s), TNCG throughout the term of all agreements executed by Association with selected Provider(s) will monitor Provider performance, service delivery, and remittance of scheduled payments, pursuing all consideration defined in the related agreements.

3. PERFORMANCE OF SERVICES

- a) TNCG agrees to perform faithfully and to the best of its ability for all duties that may be required of it pursuant to the terms of this agreement.
- b) The manner in which the Services are to be performed and the hours to be worked by TNCG shall be determined solely by TNCG.
- c) If there is revenue sharing TNCG will maintain internal reporting and provider dashboards that track monthly community metrics and revenue-sharing payments to ensure amounts received are accurate and consistent.
- d) TNCG will also conduct annual audits and provide feedback to the community through annual reporting as well as monitor any changes closely to help prevent delays, discrepancies, or missed payments.
- e) TNCG will remain engaged throughout the life of the agreement to safeguard the revenue stream and position the community for future negotiations when the time comes to revisit terms.

4. WARRANTIES

Association represents, warrants acknowledges and covenants that:

- a) Association is, validly existing and in good standing under the laws of the jurisdiction in which it is organized.
- b) Association has full authority to enter into this agreement and agrees to perform its obligation hereunder.
- c) Association has rights or control of the Property
- d) This agreement is enforceable in any proceeding in equity or at law.
- e) TNCG has made no guarantee that the association will receive the anticipated benefits sought from the Provider agreements pursued.



5. COMPENSATION

In the event Association enters into an agreement with a Provider that TNCG has negotiated or solicited a Provider during the RFP process on behalf of Association, Association agrees and TNCG shall be entitled to 20% of any fee paid by provider to the Association pursuant to the Provider's agreement.

Fee shall be due and payable within ten (10) days after Association has received or realized the negotiated consideration from the Provider(s), throughout the term of any agreement(s) executed with the Provider(s).

6. NON-CIRCUMVENTION

a) Client/Customer further agrees that it will not make contact with, or otherwise be involved in any transaction or negotiation with Provider, other than through TNCG, including any individual, company, entity, associate, employee, agent or consultant of the Provider introduced by TNCG to Client without prior consent of TNCG. In the event the client has had prior dealings with any individual, company, entity, government associate, employee, agent or consultant of Provider introduced by TNCG, Client shall immediately advise TNCG of this fact and shall cease to deal with said person or entity.

b) By Signature below and the execution of this agreement, Client agrees that any corporation, organization, firm, company or individual to which Client is a party or affiliate or otherwise benefits financially from company, is bound by this agreement.

7. NON-DISCLOSURE OF CONFIDENTIAL MATERIAL

a) For Purposes of this agreement, Client shall not disclose any Confidential Information to any third parties, except as provided herein. Confidential Information means all nonpublic information concerning the Products, including but not limited to, all tangible, intangible, visual, electronic present or future information such as: (a) trade secrets, (b) financial information, including pricing; (c) technical information including research, development, procedures, algorithms, data, designs, and know how; (d) business information, including operations, planning, marketing interests, and products; and the terms of any agreement between Company and Provider and the discussions, negotiations and proposals related to that agreement. Confidential Information disclosed to the other party must be clearly identified.

b) Client agrees not to disclose any Confidential Information made available by TNCG pursuant to the terms of this Agreement and within the context of the relationship between TNCG, Client and Provider.

8. RELATIONSHIP OF THE PARTIES

It is understood by the parties the TNCG is an independent contractor with respect to Association, and not an employee, partner, or joint venture partner of Association. Association will not provide fringe benefits including health insurance, paid vacation, or any other employee benefit, for the benefit of TNCG. The Parties will be responsible for their own taxes.

9. APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. Each party agrees that it will comply with all applicable federal, state, and local laws and codes in the performance of this agreement.

10. AUTHORITY

Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter and bind such party to the commitments and obligations set forth herein.

Carrollwood Village Phase II

Homeowners Association, Inc

By: (sign)

Name:

Title:

Date:

Paul Klubek
PAUL KLUBEK
PHASE II PRESIDENT
3/31/26

Telecom National Consulting Group, LLC

By:

Name: Nicholas Romer

Title: Owner/President

Date:

3-31-26