



Consulting Services Agreement

This Agreement specifies the terms and conditions for the provision of professional services by antoff IT inc. (Delaware, USA) to your company.

1 **Corp-to-Corp agreement between**

antoff IT inc, ("Consultant").

and

name and address of your company ("Agent").

2 **Purpose**

To provide consulting services in the computer security area of Agent's client (name and location). Specifically the service is toaccording to Agent's client's requirements.

3 **Location**

In the Agent's client's premises

4 **Terms of Agreement**

The Consultant's services will be required from Date..... to.....Date.....

The parties may agree to extend the provision of services by notice in writing signed by both parties. Inclusion of new terms or removal/amendment of existing terms can be mutually agreed.

5 **Payment for Service**

Hourly rates

The Agent has agreed to pay to the Consultant an hourly rate for each of the Consultant's employee engaged in this service, payable subject to the Consultant's employee providing the Agent with accurate and verifiable timesheets. The number of hours worked in a business day should not be less than 8. A separate Agreement stipulating the hourly rate will be signed between each Consultant's employee and the Agent.

If required by the Agent's client, the Consultant's employee will work more than 8 hours on any business day and also unlimited hours on any weekend day. The hourly rate for overtime will be the same as for normal business hours.

Fixed Priced Projects

The terms of an agreement for Fixed Priced Project may vary depending upon the complexity and/or size of the project. The essentials of such agreement are fixed length and fixed price, irrespective of the number of Consultant's employees engaged in the project or the hours worked. Money back guarantee applies.

6 **Schedule of Payment**

The Consultant must invoice the Agent once in two months or at the end of the service if its term is less than two months. The Agent may choose to pay by cheque or by direct electronic transfer to the Consultant's account.

7 **Insurance and Benefits**

The Agent takes no responsibility for providing the Consultant (or its employees) with any employment insurances, such as Workers' Compensation, public liability or professional indemnity. The Agent will not provide to the Consultant (or its employees) any benefits, such as Pension, Health Care or any other benefits

8 **Termination**

This agreement will terminate on completion of the period specified in 4 above. Should either party to this agreement wish to terminate the agreement prior to the completion of the specified term, it is agreed that a period of at least one (1) week's notice will be given. The party wishing to terminate the agreement will immediately pay the other the sum of \$US 3,000.00. Any outstanding fees due to the Consultant must be paid within a month from the termination day.

In the event that services are not provided to specifications provided by the Agent's client and/or the Consultant's employees behave inappropriately, fraudulantly or engage in misconduct which may injure the commercial standing of the Agent or his client, this agreement may be terminated immediately. The Consultant will pay the Agent immediately the sum of \$US 3,000.00. Any outstanding fees due to the Consultant must be paid within a month from the termination day.

9 **Confidential Information and Privacy**

The Consultant shall not, at any time during this agreement or after its termination, make use of or disclose or divulge to any other person, firm or corporation, any confidential information, which may have come to the Consultant's knowledge, except as required by law or with the prior consent of the Agent or his client and/or if the information has come into the public domain.

10 **Ownership Rights**

The Consultant acknowledges that any intellectual property designed, specified, developed or modified by the Consultant (or its employees) during the period of this agreement at the Agent's client's premises will remain the sole and exclusive property of Agent's client.

11 **Representations and Warranties**

The Consultant represents and warrants that it has the authority to enter into this Agreement and the ability to perform the services.

The Consultant will use its best endeavors to ensure that it provides the services in a professional manner and in accordance with the requirements of this Agreement and that it will complete the service in a proper, workmanlike and timely manner in accordance with this Agreement. The Consultant and his personnel engaged in performing the service will be knowledgeable and experienced in the relevant field in which they are engaged.

12 **Proper Law**

The terms of this agreement will be governed by the laws of the state of and the Consultant and the Agent hereby agree to submit to the exclusive jurisdiction of the courts of that State in relation to any matter arising out of this agreement.

Acceptance

The terms and conditions of this Agreement shall apply, as specified in this agreement. The Agent may present his own terms for an Agreement to be signed by the Consultant and/or amend any of the terms in this agreement. Alternatively, the parties may agree to sign another single mutually acceptable agreement.

Signed for the Consultant (antoff IT inc)

Signed for the Agent

Position: Director

Position:

Name: Theo Antoff

Name:

Date:

Date: