

Professional Services Agreement

Between

company name

And

Technology Control & Consulting Services Inc.
A California Corporation

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The Agreement

Company name a Company in *insert country name* (hereinafter referred to as "The Client"),

and

Technology Control & Consulting Services Inc. a US corporation registered in the State of California (hereinafter referred to as "The Consultant").

Also, hereinafter jointly referred to as "The Parties" and individually as "The Party"

Whereas The Client wishes to procure Professional Services from the Consultant for the recruitment of staff with various requirements and skill levels.

Whereas The Client wishes that Technology Control & Consulting Services Inc. hereinafter referred to as "The Consultant" to provide the said Professional Services

Whereas The Consultant is a specialized provider of Information & Communications Technologies consulting services provider and is involved in different areas of the practice

Whereas The Consultant acknowledges that it is capable of providing the said Professional Services.

NOW THEREFORE, in consideration of the covenants, promises and representations set forth herein, the Parties agree as follows:

1. Introduction

The introduction of this Agreement and any Annexes duly signed by both Parties are considered an integral part of this Agreement. Annexes to this Agreement are:

Annex I - Scope Of Services

2. Appointment

2.1 The Client hereby appoints the Consultant to provide The Services described in Clause (7) and Annex I, (hereinafter referred to as The Services).

2.2 The Consultant accepts such appointment and agrees to provide The Services in a professional and timely manner.

3. Status As Independent Contractor

- 3.1 The Consultant shall operate as and have the status of an independent contractor and shall not act as or be or pass itself off as an agent or employee of The Client.

4. Standard Of Performance

- 4.1 The Consultant agrees to provide The Services with the highest standard of care, skill and diligence.

5. Duration

- 5.1 This Agreement shall come into force on the date of signing by both parties and receipt of the First Payment as per Clause 9.a, (hereinafter referred to as the "Effective Date") and shall remain effective until *from date* (The Term).
- 5.2 At the end of The Term, this Agreement may be renewed upon mutual agreement of both Parties, with terms and conditions to be agreed between the Parties at the time of renewal.

6. Termination

- 6.1 Either Party shall be entitled to terminate this Agreement at any time, if any Party believes in good faith, that there has been a breach of the terms of this Agreement by the other party, provided that such party must notify the other Party of such breach and must give a 14-days notice to the other Party to remedy the situation. Failure to remedy the situation within such 14-days shall lead to termination of the Agreement.
- 6.2 Notwithstanding Clause (6.1), either Party may terminate this Agreement at any time and with (30) days written notice if the other Party:
- a. Fails to comply with any of the terms and conditions of the Agreement or breaches any of its obligation, warranties or covenants hereunder; or
 - b. Consistently and unreasonably fails to comply with any reasonable direction or request given by the other Party; or
 - c. Enters into any arrangement or proceedings for the purpose of insolvency, administration or is placed under official management or receivership.
- 6.3 In the event of termination pursuant to Clause (6.1), The Client shall only be liable to pay The Consultant the outstanding due sums under this Agreement whether invoiced or not and shall be released from any payments that become due after the termination of this Agreement.
- 6.4 In the event of termination pursuant to Clause (6.2), The Client shall be released from all due unpaid payments. The release under this Clause includes those payments that become due after the termination of the Agreement.

7. Provision Of Services

The Consultant shall perform and provide The Client with The Services in accordance with the details specified in Annex I hereof. In the furtherance of its duties under Annex I, the Consultant shall also:

- 7.1 Ensure (in its location) and at its own cost the availability of sufficient office space, equipment and well qualified employees/contractors in order to allow provision of The Services to the satisfaction of The Client.
- 7.2 At intervals agreed with The Client, keep the latter informed with regards the progress of The Services.
- 7.3 Work, liaise and cooperate with the Directors of The Client.
- 7.4 Attend meetings and briefings with the staff of The Client as reasonably required by the latter.
- 7.5 Refrain from binding or attempting to bind The Client in any manner to an oral or written instrument of any kind what so ever with any third party, or making any express or implied undertakings, covenants or representations (whether in writing or otherwise) to any third party on behalf of The Client regarding any matter whatsoever.
- 7.6 For the entire term of this Agreement maintain exemplary conduct in the carrying out of The Services.
- 7.7 Act professionally at all times and exercise the highest skill, care and diligence in performing The Services and provide and complete The Services to the highest standards and in the manner, frequency, quantity and times specified by The Client from time to time and shall at all times inform itself of The Client's stated requirements in respect of The Services.
- 7.8 Provide and complete The Services through its key personnel. Should this become impossible, The Consultant shall give immediate notice to The Client of the change of circumstances and the issue shall be resolved by the mutual agreement of the Parties.
- 7.9 Consult regularly with The Client throughout the performance of the Consultancy Agreement and abide by any instructions or directions issued from time to time by The Client in relation to The Services.
- 7.10 Provide The Services in accordance with the timescales as agreed with The Client.
- 7.11 Provide The Services at the locations (Sites) listed in Annex I.

8. Duties Of The Client

- 8.1 The Client shall provide The Consultant with all information available to The Client concerning issues relating to The Services.

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- 8.2 The Client shall assist The Consultant in any reasonable way in order for the latter to carry out The Services.
 - 8.3 The Client shall take appropriate steps to ensure that payments to the Consultant are made on time without delay and in accordance with the agreed payment terms.
 - 8.4 The Client shall provide at its own expense, a dedicated and suitably furnished office for use as required by The Consultant for the duration of this Agreement.

9. Retainer Fee & Recruitment Fees

The Consultant will be paid the following distinct types of Fees:

- 9.1 The Consultant agrees to be retained by The Client for The Services for a Retainer Fee of US\$ *insert annual retainer amount* US Dollars (hereinafter referred to as "The Retainer"). The Retainer will be paid by The Client to the Consultant in accordance with the following Payment Terms:-
 - 50% of The Retainer within seven working days of signing this Agreement and presentation of invoice by The Consultant
 - 50% of The Retainer on *insert date* after presentation of invoice by The Consultant
- 9.2 The Consultant will provide The Services to The Client for a fee hereinafter referred to as "The Recruitment Fee". The Recruitment Fee will be paid by The Client to the Consultant in two payments as follows:
 - 50% of the Recruitment Fee upon signature of an employment contract with each successful candidate.
 - 50% of the Recruitment Fee upon successful completion of the probation period of three months by the selected candidate, this part of the Recruitment Fee shall not be due if the selected candidate does not complete the probation period successfully.
- 9.1 The Recruitment Fee for each successful candidate shall be calculated as follows:

(The Total Annual Financial Package for the successful candidate) / 12

The Total Annual Financial Package being the combined total of the Basic Monthly Salary in addition to all monthly allowances and expenses x 12
- 9.3 Unless otherwise stated, all The Retainer Fee and Recruitment Fees cover the professional fees and charges for The Services only. Additional services could be provided subject to a mutually acceptable agreement between the Parties.
- 9.4 The Retainer and The Recruitment Fee do not include any expenses. Any expenses where applicable will be fully covered by The Client. All expenses must be pre-approved by The Client, will be accumulated and invoiced on a monthly basis.

10. Non Circumvention

- 10.1 The Client expressly agrees not to contact and/or contract candidates presented by The Consultant to The Client for evaluation and interviews either directly or indirectly without the prior written consent of The Consultant.
- 10.2 The Client also expressly agrees not to contact and/or contract any and all unsuccessful candidates presented by The Consultant to The Client for evaluation and interviews either directly or indirectly without the prior written consent of The Consultant for a period of twelve (12) months from the date of presenting CVs to The Client.

11. Service Rates

- 11.1 If requested to do so by The Client in writing, The Consultant will provide The Client with consulting services not covered by the Scope Of Services in this Agreement or at locations not listed in Annex I, for the duration requested by The Client using based on The Consultant's standard man/day rates (MDR) or standard man/hour rates (MHR) (hereinafter referred to as "The Rates"). The Consultant's standard professional service rates as of January 1st 2007 are as follows:

	Rate Type	Base	US\$ Rate
1	Man Day Rate	Day	1,500.00
2	Man Hour Rate	Hour	210.00

- 11.2 The Rates will be accumulated on a monthly basis and paid by The Client to the Consultant on a monthly basis at the end of each calendar month or part thereof.
- 11.3 Chargeable times include both on-site and off-site hours as well as travel and commuting time, attendance of meetings, presentations and seminars.
- 11.4 The Rates do not include any expenses. Any expenses where applicable will be fully covered by The Client. All expenses must be pre-approved by The Client, will be accumulated and invoiced on a monthly basis.

12. Taxes

The parties hereby expressly agree that:

- 12.1 The Retainer, Supervision Fees and Service Rates are the net amounts due to the Consultant.
- 12.2 The Client shall solely be responsible for the payment of the full amount of all other taxes and duties arising from this Agreement as levied by the Government of *insert country name for services outside USA*. Such taxes include but are not limited to Sales Tax, Income Tax, Withholding Tax and Stamp Duties.

13. Confidentiality

13.1 As part of the consideration under the Agreement, the Parties agree that the Consultant shall not at any time during the term of this Agreement or thereafter, divulge to any person, firm or corporation any information received from The Client during the course of the performance of this Agreement. All such information disclosed to the Consultant from The Client shall be treated as confidential and shall not in any manner be revealed to anyone, unless:

- (a) The information is known to the Consultant prior to its disclosure by The Client
- (b) The information is in the public domain at the time of disclosure.

14. Intellectual Property Rights

14.1 The Parties agree that all the Intellectual Property Rights that are related to or attached to the Services and deliverables under this Agreement (hereinafter the "IPR"), shall be solely vested in the authoring Party.

15. Governing Law & Disputes

15.1 The Law governing this Agreement shall be the Law in force in the State of California.

15.2 All disputes arising out off or in connection with the Agreement shall be finally settled by arbitration in accordance of International Chamber of Commerce Rules.

16. Notices

16.1 Any notices to be given by any of the Parties to the other pursuant to the terms of this agreement shall be in writing and shall be sent by registered post, hand delivery or facsimile and addressed as follows:

The Client

Insert company name

insert title. insert name / General Manager

Address:

Telephone: +

Fax: +

GSM: +

e-mail:

The Consultant

Technology Control & Consulting Services Inc.

5547 Newcastle Lane

Calabasas CA 91302. USA

Telephone: + 1-818-206-3436

Fax: + 1-818-702-1633
Cell: +
e-mail: ceo@tccscorporation.com

or such other address, telephone or facsimile number as may be from time to time notified in writing by one of the Parties to the other.

- 16.2 Any notice delivered by hand shall be deemed to have been served at the time of delivery and any notice sent by registered mail shall be deemed to have been served five working days after the date of posting, provided that evidence of depositing at the Post Office is procured. Any notice sent by facsimile shall be deemed to have been sent on the date of transmission provided that evidence of transmittal is procured.
- 16.3 The Parties hereby expressly agree that all communication between them via electronic means shall be considered valid and enforceable as if such communication was conducted in writing. As such all electronic records, including all electronic messages, contracts, correspondence, statements of account, data, records and reports that are issued, sent, received and/or stored by either of parties to the other shall constitute valid legally binding documents carrying the same evidentiary weight as their paper-based counterparts. The Parties further agrees that all electronic messages, contracts, correspondence, statements of account, data, records and reports exchanged by them will be considered properly "certified and authenticated" and "signed" if they are issued by an e-mail account that is owned or controlled by the one Party and sent to any e-mail account that is owned or controlled by the other.
- 16.4 The Parties hereby expressly waive the legal requirement of exchanging notices through the Notary Public.

17. Assignment

- 17.1 Neither Party shall assign any of its duties and/or obligations under this Agreement to any third party except with the prior written consent of the other Party.

18. Liability

- 18.1 The Consultant shall not be liable to the Client for any loss of profits or of contracts suffered by the Client or for any loss of or damage to property or injury or death of any kind whatsoever.
- 18.2 The Consultant's total professional liability toward The Client per incident or series of incidents shall not exceed US\$ *insert amount in figures (insert amount in words)*.

19. General

- 19.1 The terms and provisions of this Agreement constitute the entire agreement between the Parties hereto with respect to the subject matter hereof.

19.2 Any modification in or addition to the Agreement is not valid unless it is consented to by both Parties in writing.

19.3 If any provision of this Agreement is declared by any judicial or other competent authority to be void, violable, illegal, or otherwise unenforceable the remaining provisions of this Agreement shall remain in full force and effect. In such case the Parties hereto shall agree on a valid provision, which comes commercially and legally closest to such void, illegal or otherwise unenforceable provision.

19.4 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

This Agreement is made and entered into on *insert date*. In witness of the Parties hereto have executed this present Agreement the day and year first above written,

For and on behalf of The Client

For and on behalf of The Consultant

BY:

BY:

Signature: _____

Signature: _____

DATE: _____

DATE: _____

Annex I – Scope Of Professional Services

I.1 Recruitment Services

The Consultant shall perform and provide The Client with the following Services:

- Recruitment services for The Client's technical and administrative needs in the areas of Information Technology, Engineering as well as Financial Control in terms of providing the Client with CVs of candidates suitable for the position(s) to be filled provided that The Client supplies The Consultant with details and pre-requisites of such positions including information related to salaries and financial packages.
- The Consultant does not guarantee the availability of CVs and/or candidates for any or all the positions that may be requested by the Client.

I.2 Service Sites

The Services will be provided from The Consultant's offices. The following sites and locations of The Client will be covered subject to the Service Rates listed in Clause (9) and Clause (11) hereto:

- a- The Client's Head Office in *insert location*.

I.3 Format Of Deliverables

All deliverables (CVs) will be prepared using standard MS-Office (2000 or XP) products. Formats will vary according to the type of deliverable, they include:

- MS-Word
- Adobe PDF
- PowerPoint

All reports, deliverables and contractual correspondence shall be in the English language.