

Client Agreement

AGREEMENT between Complus Inc. ("COMPLUS") an Illinois Corporation with its principal place of business at 9500 S. Vanderpoel Ave., Chicago, Illinois 60643-1228 and

Company Name

("Client"), a corporation, existing under the laws of the State of Illinois with its principal place of business at

Address

ENGAGEMENT - Client engages COMPLUS and COMPLUS accepts engagements upon the terms and conditions of this Agreement.

DUTIES - COMPLUS will provide a Senior Associate who will perform the customary and usual duties of a professional controller in connection with the financial and general management affairs of Client at Client's place of business.

PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES - To best serve Client at a reasonable cost COMPLUS will try to utilize personnel whose skills best match the work objectives. Preference for utilization will be given by COMPLUS to personnel already employed by Client before other personnel are engaged. The following levels of personnel may be engaged as needed:

- A Senior Associate will manage the engagement, supervise assistants (if any) and perform complex accounting and system analyses. This person will hold a CPA or CMA certificate or have an advanced degree (i.e. MBA), will be a very skillful accountant and will be fluent in using computers for accounting work. Other Senior Associates may be utilized to substitute temporarily for the engagement manager or to provide additional skills to satisfy specific task objectives.
- A Junior Associate will assist the Senior Associate with tasks which are too complex to be performed effectively by clerical personnel. This person will have a college degree and training in accounting and using computers for accounting work.

- A Clerk will assist Associates with repetitive tasks. This person will have training in operating office machinery and relevant computers.

Assignment of the engagement manager will be approved by Client in advance. Arrangements for engaging additional personnel to assist the engagement manager, if necessary, will be approved by Client in advance. Client will provide sufficient work space and computer equipment and software for accounting work to be performed efficiently.

CONFIDENTIALITY OF CLIENT'S BUSINESS INFORMATION - COMPLUS shall take every reasonable precaution to see its agents, employees or independent contractors shall not divulge or disclose the trade secret or confidential business information of Client, except to the extent necessary to carry out the business of Client, and then only to persons authorized by Client.

COMPENSATION - All bills shall be payable upon presentation. COMPLUS' bills shall be presented by the Associate to Client on the last work day of each week in which services are performed. Charges shall be at the amounts set forth on the current Rate Schedule, a copy of which is attached to this Agreement. COMPLUS reserves the right to change the Rate Schedule upon 45 days notice to Client.

TERMINATION - This Agreement shall continue in force until it is terminated. This Agreement may be terminated by COMPLUS by giving 60 days written notice to Client. This agreement may be terminated by Client at any time for any reason simply by refusing COMPLUS services and confirming the termination in accordance with notice procedures. Notice by either party of its desire to revise fee rates is not by itself notice of termination of this agreement. No matter for what reason the agreement is terminated Client will pay COMPLUS for all work completed under the terms of this agreement on receipt of an invoice from COMPLUS.

LIMITATION OF LIABILITY - Associates' work products shall be based upon information provided by Client. Neither the Associate nor COMPLUS shall have a duty to verify the information provided by Client. All work products are confidential and intended for the internal use of Client's management only. No authority is granted to Client or any COMPLUS associate to release any work product in such a manner as to attribute responsibility for its content to anyone but Client management. In recognition of these limitations, Client releases and indemnifies, and agrees to hold harmless COMPLUS, its agents, employees and independent contractors from any actions or claims arising directly or indirectly out of this agreement.

LIQUIDATED DAMAGES - The Parties agree that if a COMPLUS Associate were to become an employee, agent or independent contractor of client within a

period of two (2) years after severing his/her association with COMPLUS while this agreement is in force or within a period of two (2) years after termination of this agreement, such engagement would be detrimental to COMPLUS. Client further recognizes it would be impossible to ascertain or estimate the entire or exact loss, damage or injury which COMPLUS may sustain by reason of such unauthorized engagement. Client therefore agrees to pay COMPLUS liquidated damages in the amount of \$7,500 as partial compensation for the injury to COMPLUS in the event Client directly or indirectly offers or permits the commencement of services by an Associate of COMPLUS. In the case of breach of this Agreement, COMPLUS shall not be precluded from choosing, prioritizing, exercising or waiving this or any other rights it may have in law or equity.

ARBITRATION OF DISPUTES - Any dispute or disputes between the Parties arising out of and under this Agreement shall be submitted to the American Arbitration Association. Arbitration shall be held in Chicago, Illinois, unless the parties otherwise mutually agree. The arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration which are then in effect. The decision of the Arbitrator shall be final, binding on all Parties. Judgment may be entered upon the award in any State or Federal Court. A copy of this clause shall be sufficient authority to enter judgment.

WAIVER OF BREACH - The waiver by either Party of any breach by the other of a provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. To be valid a waiver must be in writing and signed by the Party who is excusing the breach. No waiver of any provision of or default under this Agreement shall affect each Party's right to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

NOTICE - Any notice given under this Agreement shall be sufficient if in writing and sent by certified or registered prepaid mail with return receipt requested to COMPLUS or Client at their respective addresses set forth in the introductory paragraph of this Agreement or to such other address as they from time to time designate. Notice by Client, written or oral, to an Associate shall not be valid.

SITUS - This agreement is being accepted in the State of Illinois and shall be construed and enforced in accordance with the laws of the State of Illinois. The parties accept jurisdiction and situs in Chicago, Illinois.

ENTIRE AGREEMENT - This is the entire Agreement and understanding between the Parties. No amendment, modification or alteration of any of the terms and conditions shall be binding unless reduced to writing and signed by both Parties. An Associate cannot be a party to any proposed change of the terms of this Agreement.

DIVISIBILITY - The invalidity or unenforceability of any provisions shall in no way affect the validity or enforceability of any other provision.

HEADINGS - Paragraph headings are inserted for convenience only and shall not constitute a part of the Agreement.

EFFECTIVE DATE - This agreement shall become effective on the date below written.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of:

Date of Agreement Execution

Client Name

Title

Email

Signature

COMPLUS INC.

By: _____
Adrian W. Hollander, President