

## AGREEMENT FOR PROFESSIONAL SERVICES

Client Information	
Date:	
Client (Business) Name:	
Authorized Representative:	
Address:	
City:	
State:	
Phone:	
Email:	

This Agreement for Professional Services (the “**Agreement**”) is made and entered into by and between the **Client** (as entered above) and **Kisent Corporation**, a corporation, with its principal office at 21W246 Glen Park Road; Lombard, IL 60148 (hereinafter the “**Company**”).

WHEREAS, Client finds the Company is willing to perform certain work hereinafter described in accordance with provisions of this Agreement; and

WHEREAS, Client finds the Company is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client’s business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

### 1. SERVICES.

**1.1 Services to Client.** The Company shall provide the following (“**Services**”) to Client:

Setup the Client project (hereinafter the “**Project**”) and input the data provided by the Client into the Kisent project template that has been selected by the Client. This service will only include the input of client data into the Kisent System software and does NOT include any drawing review, quantity take off, quantity survey, market analysis, pricing inquiries or verifications.

### 2. PAYMENT AND INVOICING TERMS.

**2.1 Payment for Services.** In consideration for the Services to be performed under this Agreement the Company will be paid the amount as agreed to by both the Client and Company and invoiced prior to the commencement of the Services. Any additional or extra work that may be required will be paid by the Client to the Company at the rate of **\$80.00 per hour** plus reimbursable costs.

**2.2 Reimbursable Costs.** Client shall reimburse the Company for all costs incurred in connection with the Services rendered. Reimbursable costs include, but are not limited to, travel costs, printed materials, copies, delivery, etc. that are attributable to a project or Service (the “Reimbursable Costs”). Travel costs are defined as air travel, lodging, meals and incidentals, ground transportation, tools, and all costs associated with travel. All extraordinary travel expenses must receive Client’s approval. The Company shall provide to Client substantiation of Reimbursable Costs incurred.

**2.3 Invoicing.** The amount equal to half (50%) of the total amount of this Agreement will be paid by the Client to the Company prior to the commencement of work by the Company. An invoice for the balance of this Agreement will be submitted by the Company for payment by Client upon delivery to the Client of the completed Project. Payment is due upon receipt and is past due seven (7) business days from receipt of invoice. If Client has any valid reason for disputing any portion of invoice, Client will so notify the Company within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of the Company’s invoice that is not in dispute shall be paid in accordance with the procedures set forth herein.

**2.4 Finance Charge.** A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, the Company may suspend performing further work.

### **3. CONFIDENTIALITY**

**3.1 Confidential Information.** Company acknowledges that while performing the Services of this Agreement, certain Client information will be considered confidential. Company agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Client personnel.

### **4. INSURANCES AND LIABILITY**

**4.1 Insurance.** Both parties (Client and Company) shall carry all legally required insurance and shall indemnify and hold harmless each other, their agents and employees from and against any damages, claims and expenses arising out of or resulting from the work of this Agreement.

### **5. PERFORMANCES AND WARRANTIES**

**5.1 Performance.** Company represents and warrants that service hereunder shall be performed in a workmanlike manner consistent with industry standards, and that all Deliverables shall be in substantial compliance with agreed specifications.

**5.2 Warranties and Representations.** Other than as specifically set forth in this Agreement, THE DELIVERABLES ARE DELIVERED TO CUSTOMER ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS EXPRESSED OR IMPLIED. COMPANY MAKES NO WARRANTY THAT THE DELIVERABLES WILL MEET CLIENT'S SPECIFIC OBJECTIVES OR NEEDS OR THAT THE DELIVERABLES WILL BE FREE FROM ERRORS.

**5.3 Limitation On Damages.** In no event will Company be liable for any incidental, special or consequential errors in spite of the fact that the Client acknowledges that Client has been fully advised that such errors are possible. Under no circumstances will damage assessed against Company exceed the fee actually paid to the Company.

### **6. TERM AND TERMINATION**

**6.1 Term.** This Agreement shall commence on the date of acceptance by both the Client and Company and shall terminate upon delivery of Project to Client and when payment in full is received by Company.

**6.2 Termination For Cause.** Either party may terminate this Agreement for cause in the event that the other party substantially defaults under any term or condition herein; provided that if the termination is against the Company based upon the performance or lack of performance of the Company's responsibilities, the Company shall be given thirty (30) days advanced written notice specifying the alleged deficiency in detail and Company shall have such thirty (30) day period to reasonably cure the alleged default.

**6.3 Termination Prior to Completion.** Upon an early termination prior to completion, the Company shall immediately cease work on the Project and shall issue an invoice to the Client for all work performed through the date of termination. The final invoice shall be due and payable by the Client upon receipt thereof.

**6.4 Survival of Certain Provisions.** In the event of early termination, the following provisions shall continue in full force and affect: (i) the obligation of the Client to make payments due hereunder to the Company, and (ii) confidentiality provisions.

## 7. MISCELLANEOUS PROVISIONS

**7.1 Excusable Delays.** Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of Company shall not constitute a breach of this Agreement, provided that Company has taken reasonable measures to notify Client of the delay in writing and uses reasonable efforts to perform in accordance with this Agreement notwithstanding such conditions. The delayed party's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control.

**7.2 Notices.** Any notification or written communication required by or contemplated under the terms of this Agreement shall be in writing and shall be deemed to be delivered if transmitted via Email at the Email addresses listed below, except any notice of termination of this Agreement which shall be in writing and sent by United States Mail, Certified Mail, Return Receipt Requested and shall be deemed to have been delivered five (5) business days after the date of mailing. Addresses and Email addresses for such notices shall be:

If To Company: 21W246 Glen Park Road; Lombard, IL 60148

Email: admin@kisent.com

If To Client: To the Address and Email Listed in the Client Information

**7.3 Independent Contractor Status.** The parties agree that Company shall be an independent contractor and not an agent, employee or representative of Client. Company shall not receive any fringe benefits or other perquisites that the Client may provide to its employees and Company agrees to be responsible for its own business overhead and costs of doing business and shall incur all expenses associated with performance, except as expressly provided in Exhibits or amendments to this Agreement. Company shall be responsible for paying all taxes on payments received pursuant to this Agreement and that Client shall have no obligation to withhold taxes from service fees payable to the Company hereunder.

**7.4 Controlling Law.** In interpreting the terms of this Agreement, the parties agree that the laws of the State of Illinois shall be applicable. All suits permitted to be brought in any court shall be venued in DuPage County, State of Illinois.

**7.5 Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supercedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in written agreement that is duly executed by authorized representatives of the parties. If any provisions hereof is deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability of effectiveness of the remainder of the Agreement shall not be effected and this Agreement shall be enforceable without reference to the unenforceable provision. No party's waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.