

COMPUTER CONSULTING SUBCONTRACT

BETWEEN:
.....
.....
(hereinafter referred to as the "Consultant")

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AND:
.....
.....
(hereinafter referred to as the "Subcontractor")
(the Consultant and the Subcontractor are hereinafter collectively referred to as the
"Parties")

PREAMBLE

WHEREAS the Consultant wishes to obtain various computer consulting services from the Subcontractor, for and on behalf of one of its clients;

WHEREAS the Subcontractor has agreed to provide the Consultant with the computer consulting services described hereinbelow, in return for good and valuable consideration;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

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2.01 Services

The Subcontractor agrees to provide the Consultant with various computer consulting services (hereinafter referred to as the "Services") on a project by project basis. For each project requiring the Subcontractor's participation, the Consultant shall prepare a descriptive summary and provide same to the Subcontractor, which summary shall contain the following:

- the nature and description of the project;
- the nature and description of the computer consulting Services required;
- the location in which the computer consulting Services are to be rendered;
- the deadline for providing the Services or the duration of the project, as the case may

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Consultant Subcontractor

be;

- the price of the Subcontractor's Services; and
- the authorized expenditures which may be incurred.

If the Subcontractor agrees to provide the computer consulting Services required in connection with the project in question, the Parties shall sign the said descriptive summary, which summary shall be annexed to this Agreement. In such a case, the computer consulting Services to be rendered by the Subcontractor shall be governed by this Agreement and by the specifications set forth in Schedule "....." annexed hereto (hereinafter referred to as the "Specifications"), as amended or supplemented by the provisions of the descriptive summary.

OR

The Subcontractor agrees to provide the Consultant with the computer consulting services (hereinafter referred to as the "Services") which are more fully described in the specifications set forth in Schedule "....." annexed hereto (hereinafter referred to as the "Specifications").

O3 2.02 Deadline for Providing the Services

As of the moment the Consultant has provided the Subcontractor with the Information Elements, and subject to all additional services required by the Consultant after the signing of this Agreement, the Subcontractor's deadline for providing the Services shall be the deadline set forth in the Specifications or any other deadline agreed upon between the Parties after the signing of this Agreement.

3.00 CONSIDERATION

O4 3.01 Price of the Services

In consideration for the Services, the Consultant shall pay to the Subcontractor the price set forth in the Specifications, together with all applicable taxes.

3.02 Performance Bonus

The Subcontractor shall be entitled to the performance bonus set forth in the Specifications if the Subcontractor abides by each and every one of the conditions attaching to the granting of the bonus. In such a case, the said performance bonus shall be considered to form an integral part of the price of the Services.

3.03 Expenses Incurred

In addition to payment of the price of the Services, the Consultant shall reimburse the following to the Subcontractor:

- a) all direct and indirect expenses incurred with respect to the performance of this Agreement;
- b) supervision and management fees equal to percent (.....%) of the total of the aforementioned expenses; and
- c) the taxes which are applicable to the said expenses and fees.

The expenses set forth in the Specifications are only approximations. If the expenses to be incurred exceed the amount set forth in the Specifications by more than percent (.....%), the Subcontractor shall obtain the Consultant's authorization prior to incurring same.

Upon request from the Consultant, the Subcontractor shall provide the Consultant with a copy of the invoices relating to the expenses incurred and for which a reimbursement is being claimed.

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Consultant Subcontractor