

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement")
is made effective as of __ / __ / ____ (Month/Day/Year), by and between:

IT Complex Ltd. (the "Company")

(Company **05893370**)

3 Harborough House,

Tatwood Rd,

Northolt

UB5 6GW

United Kingdom

and the **Contractor** (collectively referred to as the "Parties").

Full Name:	
Address (Street, City, State and ZIP):	
Phone Numbers:	Home: Cell:
E-mail Address:	

The Parties agree as follows:

1. TERM & CONDITIONS

Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services of an Account Manager, and the Contractor hereby accepts such engagement.

The Contractor shall provide services to the Company pursuant to this Agreement for a term of 1 (one) year beginning from the day of signing this Agreement. The Agreement may only be extended thereafter by a mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement. Either of the Parties may terminate the Agreement upon a written notice provided in 10 business days before the planned termination date.

The Contractor's duties shall include:

- establishing contacts with customers, providing them with guidance & support;
- supplying customers with information on the project development process;
- assisting in organizing billing processes for customers, collecting payments for services;
- distributing payroll among outsourcing developer teams;
- addressing and reporting existing customer needs, gathering customer feedback.

2. CONTRACTOR COMPENSATION/BENEFITS

The Company ensures a base monthly salary of **\$3,500 USD**, paid twice a month by a paycheck or a direct deposit to the Contractor's checking account, in accordance with the Company's payroll procedures. Bonuses in the amount of 5% of the total price of each supported project are paid instantly; they are subtracted from customer payments for the taken projects.

3. TAXATION

The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation. The Contractor shall have no claim against the Company hereunder or otherwise for retirement benefits, social security, health or disability benefits, unemployment insurance benefits, etc.

The Contractor shall be liable for paying taxes solely from his/her personal income, not from the customer payments made to him/her on behalf of the Company. The Company is obliged to provide the Contractor with copies of the documentation verifying the fact that customer payments are made for the Company, not as the Contractor's personal income.

4. EXPENSES

The Company will reimburse the Contractor for the reasonable expenses incurred by the Contractor in the performance of his/her duties during the term of this Agreement. Such expenses may include, but are not limited by bank fees, Western Union/Moneygram commissions, phone bills, etc. Reimbursements will be made in accordance with Company's normal practice.

5. CONFLICTING EMPLOYMENT

The Contractor agrees that during the time of his/her employment with the Company, he/she will not accept nor will he/she engage in employment, consulting or other business activity directly related to the business of the Company.

6. CONFIDENTIALITY

The Contractor acknowledges that he/she may have access to the Company's confidential and proprietary information. Such confidential information may include, without limitations: i) business and financial information, ii) business methods and practices, iii) technologies and technological strategies, iv) marketing strategies and other such information as the Company may designate as confidential ("Confidential Information").

The Contractor agrees not to disclose to any other person (unless required by the law) or use for personal gain any Confidential Information at any time during or after the termination of employment, unless the Company grants express, written consent of such a disclosure. In addition, the Contractor will use his/her best efforts to prevent any such disclosure. Confidential information will not include information that is in the public domain, unless such information falls into public domain through the Contractor's unauthorized actions.

7. NON-SOLICITATION OF CONTRACTORS

The Contractor agrees that for a period of 6 (six) months following the termination of his/her employment, he/she will not induce, recruit or solicit any of the Company's contractors to terminate their employment or enter into another employment arrangement with a third party.

8. ASSIGNMENT/ASSISTANCE

The Contractor hereby assigns all right, title, and interest to the Inventions to the Company, its successors and assigns. Furthermore, with respect to the inventions, during the course of his/her employment and after its termination, the Contractor agrees to: (i) assist the Company in obtaining copyrights, patents, or any other intellectual rights; (ii) provide all pertinent information and data to the Company, (iii) execute all applications, assignments and other instruments as required by the Company; and (iv) at the Company's request and expense, assist in the defense and prosecution of its intellectual rights in the Inventions.

9. OTHER RULES AND POLICIES

The Contractor agrees to abide by any other rules, policies or procedures as communicated by the Company that are generally applicable to contractors of the Company.

10. RETURN OF PROPERTY

Upon termination of employment, the Contractor will return to the Company all drawings, documents, and other tangible manifestations of Confidential Information (and all copies and reproductions thereof). In addition, the Contractor will return any other property belonging to the Company including without limitation: money, software, documentation, and other physical data obtained from the Company.

11. CONTINUING OBLIGATIONS

Notwithstanding the termination of this Agreement by the Contractor for any reason, the provisions of paragraph 5, 6, 7 and 8 of this Agreement will continue in full force and effect following such termination.

12. BINDING EFFECT

The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

13. WAIVER

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. SEVERABILITY

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any statute, ordinance or court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the Contractor and the Company.

16. GOVERNING LAWS

The validity of this Agreement with the Company shall be governed by and construed in accordance with the laws of the United Kingdom and the USA.

17. ATTORNEY'S FEES AND COSTS

If any legal action is necessary or brought in any court or arbitration proceeding, to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary expenses, in addition to any other relief to which such party may be entitled. This provision shall be construed as applicable to the entire contract.

CONTRACTOR	COMPANY
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(Contractor's signature)

(Contractor's full name)



CEO of IT Complex Ltd.

Exhibit A

BANK ACCOUNT INFORMATION*

Account Type:	Personal __	Business __
Bank Name:		
Bank Address:		
Account Number:		
Routing Number (for direct deposits):		
Routing Number (for wire transfers):		

*The information specified in this Exhibit is strictly confidential;
it will be available only for IT Complex Ltd. financial department and customers.