

NATP Telnet Corp. dba Computer Planning Group Consulting Agreement

SCOPE OF WORK

1.1 Services. The Company has engaged Consultant to provide services in connection with the Company's information technology requirements. Consultant will provide IT consulting services that will include but not limited to estimate, manage, implement, deploy, and administer IT infrastructure, networking, software, servers and workstations.

1.2 Time and Availability. Consultant will devote its time and expertise in performing services for the Company as stated herein. Consultant shall have discretion in selecting the dates and times it performs such consulting services giving due regard to the needs of the Company's business.

1.3 Confidentiality. In order for Consultant to perform the consulting services, it may be necessary for the Company to provide Consultant with confidential Information regarding the Company's business and products. The Company will rely heavily upon Consultant's integrity and prudent judgment to use this information only in the best interests of the Company.

1.4 Standard of Conduct. In rendering consulting services under this Agreement, Consultant shall conform to high professional standards of work and business ethics. Consultant shall not use time, materials, or equipment of the Company without the prior written consent of the Company.

1.5 Outside Services. Consultant may use the service of other person, entity, or organization in the performance of Consultant's duties. The Company's Confidential Information (as defined in Article 5) and the Company's absolute and complete ownership of all right, title, and interest in the work performed under this Agreement shall remain in force.

1.6 Reports. Consultant shall periodically provide the Company with written reports of his or her observations and conclusions regarding the consulting services. Upon the termination of this Agreement, Consultant shall, upon the request of Company, prepare a final report of Consultant's activities.

INDEPENDENT CONTRACTOR

2.1 Independent Contractor. Consultant is an independent contractor and is not an employee, partner, or in any other service relationship with, the Company. The manner in which Consultant's services are rendered shall be within Consultant's sole control and discretion, and in certain circumstances, the Consultant may be authorized to speak for, and or represent the Company to service, software and hardware providers.

2.2 Taxes. Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Consultant's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the Company on behalf of Consultant or his/her employees. Consultant understands that he/she is responsible to pay, according to law, Consultant's taxes and Consultant shall, when requested by the Company, properly document to the Company that any and all federal and state taxes have been paid.

2.3 Benefits. Consultant and Consultant's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the Company. No workers' compensation insurance shall be obtained by Company covering Consultant or Consultant's employees.

COMPENSATION FOR CONSULTING SERVICES

3.1 Compensation. The Company shall pay to Consultant \$125.00 per hour for services rendered to the Company under this Agreement. Consultant will provide documentation regarding all completed projects and services.

TERM AND TERMINATION

- 4.1 Term.** This Agreement shall be effective and in full force and effect until canceled by either the Company or Consultant.
- 4.2 Termination.** The Company or Consultant may terminate this Agreement for any reason with 30 days' notice.
- 4.3 Responsibility upon Termination.** Any equipment provided by the Company to the Consultant about or furtherance of Consultant's services under this Agreement, including, but not limited to, computers, laptops, and personal management tools, shall, immediately upon the termination of this Agreement, be returned to the Company.
- 4.4 Survival.** The provisions of Article 5 of this Agreement shall survive the termination of this Agreement and remain in full force and effect thereafter.

CONFIDENTIAL INFORMATION

- 5.1 Obligation of Confidentiality.** In performing consulting services under this Agreement, Consultant may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Company. Consultant agrees that Consultant will not and Consultant's employees, agents, or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than the Company, or disclose such Confidential Information without the written authorization of the President of the Company, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.
- 5.2 Definition.** "Confidential Information" means information not generally known and proprietary to the Company or to a third party for whom the Company is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formula, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Company, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the Company, any confidential secret development or research work of the Company, or any other confidential information or proprietary aspects of the business of the Company. All information which Consultant acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant or by others, which Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by the Company as being Confidential Information, shall be presumed to be Confidential Information.
- 5.3 Property of the Company.** Consultant agrees that all plans, manuals, and specific materials developed by the Consultant on behalf of the Company in connection with services rendered under this Agreement, are and shall remain the exclusive property of the Company. Promptly upon the expiration or termination of this Agreement, or upon the request of the Company, Consultant shall return to the Company all documents and tangible items, including samples, provided to Consultant or created by Consultant for use in connection with services to be rendered hereunder, including, without limitation, all Confidential Information, together with all copies and abstracts thereof.

RIGHTS AND DATA

All drawings, models, designs, formulas, methods, documents, and tangible items prepared for and submitted to the Company by Consultant in connection with the services rendered under this Agreement shall belong exclusively to the Company. Company shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations. Consultant agrees to give the Company or its designees all assistance reasonably required to perfect such rights.

GENERAL PROVISIONS

- 7.1 Construction of Terms.** If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.
- 7.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of New York.
- 7.3 Complete Agreement.** This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

7.4 Dispute Resolution. If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that such dispute or controversy will be arbitrated in accordance with proceedings under American Arbitration Association rules, and such arbitration will be the exclusive dispute resolution method under this Agreement. The decision and award determined by such arbitration will be final and binding upon both parties. All costs and expenses, including reasonable attorney's fees and expert's fees, of all parties incurred in any dispute that is determined and/or settled by arbitration pursuant to this Agreement will be borne by the party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one party, the parties will share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved.

7.5 Modification. No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

7.6 Waiver of Breach. The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

7.7 Successors and Assigns. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the Agreement shall be assignable by the Company without Consultant's consent in the event the Company is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns.

7.8 No Conflict. Consultant warrants that Consultant has not previously assumed any obligations inconsistent with those undertaken by Consultant under this Agreement.

7.9 Force Majeure. In no event shall Consultant be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, and nuclear or natural catastrophes or acts of God; it being understood that Consultant shall use reasonable efforts which are consistent with accepted practices to provide services to the Company.

7.10 Entire Agreement. No prior stipulation, agreement or understanding, verbal or otherwise, of the parties hereto, their agents or legal representatives, shall be valid or enforceable unless embodied in the provisions of this agreement.

7.11 Waiver of Jury, Counterclaim. Set Off. Consultant and Company waive trial by a jury in any matter which comes up between the parties under or because of this Consulting Agreement (except for a personal injury or property damage claim).

7.12 Indemnification. The Company, at its expense, shall indemnify and hold harmless the Consultant, its agents and employees, from and against all claims, causes of action, legal proceedings, suits, losses, damages, and expenses initiated, suffered, or claimed to have been suffered by third parties not involved in the Consulting Agreement.

7.13 Reasonable Attorney's Fees and Costs. In the event the Company breaches the terms of this Consulting Agreement, Consultant is entitled to recover reasonable attorney's fees and actual costs in connection with the collection of any sums due by the Company hereunder.