<div id="Report">

<div class="WordSection1">

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<b>

<span style='font-size: 15.0pt; font-family: "Arial","sans-serif"; color: #8D2700'>

<span id="ProjectAgreementLabel">Project Agreement</span>

</span>

<br /> <br />

<span id="ContractIDLabel">ContractID: 2</span>

<br />

</b>

</div>

<p class="MsoNormal">

<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ProjectAgreementandStatementofWorkPart1Label">THIS PROJECT AGREEMENT AND STATEMENT OF WORK</span>

</span>

</b>

<span style='font-size: 11.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ProjectAgreementandStatementofWorkPart2Label">(this “<b>Agreement</b>”) is entered into by and between the undersigned Buyer and

Service Provider as of the Effective Date. The Buyer and Service Provider are sometimes

referred to collectively herein as the “<b>Parties</b>” and individually as a “<b>Party</b>.”

This Agreement is made in pursuance of the Project described herein, on the marketplace

for services owned by MY-SIDE-JOB.COM, Inc. (“<b>MY-SIDE-JOB</b>”) at the domain

and sub-domains of www.MY-SIDE-JOB.com (the “<b>Site</b>”). All capitalized terms

not defined in this Agreement have the meanings given to such terms in the Terms

of Service Agreement (“<b>Terms of Service</b>”) available at the Site, unless the

context requires otherwise.</span>

</span>

</p>

<p class="MsoNormal">

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<b>

<span id="BackgroundInitialObligationLabel">1. BACKGROUND AND INITIAL OBLIGATIONS.</span>

</b>

</span>

</p>

<p class="MsoNormal" style='text-indent: .5in'>

<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="BuyerIsLabel">1.1 The “Buyer” is:</span>

</span>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #800000'>

<span id="BuyerID">3</span>

</span>

</b>

</p>

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<div class="prop">

<span id="BuyerSideJobIDLabel">Buyer ID:</span></div>

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<div>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="BuyerID2">3</span>

</span>

</div>

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<tr align="center">

<td width="350px" class="bold">

<div class="prop">

<span id="BuyerUserNameLabel">Username:</span>

</div>

</td>

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<div>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="BuyerUserName">sdfsdwerwe</span>

</span>

</div>

</td>

</tr>

<tr align="center">

<td width="350px" class="bold">

<div class="prop">

<span id="BuyerFirstNameLabel">First Name:</span>

</div>

</td>

<td width="350px">

<div>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="BuyerFirstName">sdfgd</span></span></div>

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<td width="350px" class="bold">

<div class="prop">

<span id="BuyerLastNameLabel">Last Name:</span>

</div>

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<td width="350px">

<div>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="BuyerLastName">srferf</span>

</span>

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<tr align="center">

<td width="350px" class="bold">

<div class="prop">

<span id="BuyerCountryRegionCityLabel">Overland Park, KS, USA</span>

</div>

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<div>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="BuyerCountryRegionCity"></span>

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<tr align="center">

<td width="350px" class="bold">

<div class="prop">

<span id="BuyerAddressLabel">Address:</span>

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<div>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="BuyerAddress" style="display:inline-block;width:200px;">12340 stret name </span>

</span>

</div>

</td>

</tr>

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<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ServiceProviderIsLabel">1.2 The “Service Provider” is: </span>

</span>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #800000'>

<span id="ServiceProvider"></span>

</span>

</b>

</p>

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<span id="PosterIDLabel">Poster ID:</span></div>

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<div class="prop">

<span id="PosterUserNameLabel">Username:</span>

</div>

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<div>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="PosterUserName">Sellersdf</span>

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<div class="prop">

<span id="PosterFirstNameLabel">First Name:</span>

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<span id="PosterFirstName">sdfd</span></span></div>

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<div class="prop">

<span id="PosterLastNameLabel">df</span>

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<span id="PoserLastName"></span>

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<div class="prop">

<span id="PosterCountryRegionCityLabel">Country/Region/City:</span>

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<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="PosterCountryRegionCity">Overland Park, KS, USA</span>

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<span id="PosterAddressLabel">Address:</span>

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<span id="PosterAddress" style="display:inline-block;width:200px;">12340 stret name </span>

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<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ProjectIsLabel">1.3 The “<b>Project</b>” is:</span>

</span>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #800000'>

<span id="Project"></span>

</span>

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<div class="prop">

<span id="ProjectIDLabel">Project ID:</span></div>

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<td width="350px" class="bold">

<div class="prop">

<span id="ProjectTitleLabel">Project Title:</span>

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<div>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ProjectTitle">Project Title</span>

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<tr align="center">

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<div class="prop">

<span id="ProjectAmountLabel">Amount:</span>

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<span id="ProjectCurrencyLabel">Currency:</span>

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<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ProjectCurrency">dollars</span>

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<tr align="center">

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<div class="prop">

<span id="ProjectExperienceLabel">Experience:</span>

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<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ProjectExperience"> 2 to 5 years</span>

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<div class="prop">

<span id="ProjectCrewNumberLabel">Crew Number:</span>

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<div class="prop">

<span id="ProjectLicensedLabel">Licensed:</span>

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<span id="ProjectLicensed">Yes</span>

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<div class="prop">

<span id="ProjectInsuredLabel">Insured:</span>

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<span id="ProjectInsured">Yes</span>

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<div class="prop">

<span id="ProjectStartDateLabel">Start Date:</span>

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<span id="ProjectStartDate">1/1/2991</span>

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<span id="ProjectEndDateLabel">End Date</span>

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<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ProjectEndDate">23/3/2321</span>

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<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ProjectCountryRegionCity">Overland Park, KS, USA</span>

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<tr align="center">

<td width="350px" class="bold">

<div class="prop">

<span id="ProjectAddressLabel">Address:</span>

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<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ProjectAddress" style="display:inline-block;width:200px;">12340 stret name </span>

</span>

</div>

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<tr align="center">

<td width="350px" class="bold">

<div class="prop">

<span id="ProjectDescriptionLabel">Description:</span>

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<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ProjectDescription" style="display:inline-block;width:200px;">ProjectDescription</span>

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<div class="prop">

<span id="ProjectSpecialNotesLabel">Special Notes:</span>

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<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ProjectSpecialNotes" style="display:inline-block;width:200px;">SpecialNotes</span>

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<span id="Top6PhotosLabel">Top 6 Photos</span>

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<td width="350px">

<img id="ProjectImage1" width="50" height="50" />

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<br />

<img src="http://haithem-araissia.com/WIP2/RightCleanSideJOB2008FromInetpub/WorkingCopy/Web/Advertise/Advertiser/Ads/Ad1.gif" id="ProjectImage2" height="162" width="185" />

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<img src="http://www.haithem-araissia.com/WIP2/RightCleanSideJOB2008FromInetpub/WorkingCopy/Web/Advertise/images/NivoSlider/toystory.jpg" id="ProjectImage3" height="162" width="185" />

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<td width="350px">

<img id="ProjectImage4" width="50" height="50" />

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<tr align="center">

<td width="350px">

<img id="ProjectImage5" width="50" height="50" />

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<td width="350px">

<img id="ProjectImage6" width="50" height="50" />

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<br />

<br />

==================================================================================================================================================================================================================================================================

<p class="MsoNormal" style='text-indent: .5in'>

<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="StatementofWorkPart1Label">1.4 Statement of Work</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="StatementofWorkPart2Label">If Buyer and Service Provider have agreed to a written statement of work, written

project plan, or other written communication to specify in more detail the Project

scope, required features or functionality, deliverables, milestones, development

methods, resources, communications, training, acceptance, change control, payment,

or other terms, such writing (“<b>SOW</b>”) is incorporated in and made a part of

this Agreement. The SOW may be appended to this Agreement as an Attachment.</span>

</span>

</p>

<div class="MsoNormal">

<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="EngagmentandPerformanceofServicesPart1Label">2. ENGAGEMENT AND PERFORMANCE OF SERVICES.</span>

</span>

</b>

</div>

<p class="MsoNormal" style='text-indent: .5in'>

<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ProjectWorkLabel">2.1 Project Work Product</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif";

color: #5A5858'>

<span id="EngagmentandPerformanceofServicesPart2Label">Buyer hereby engages Service Provider to deliver the Work Product to Buyer, and

Buyer will pay Service Provider for the Project Work Product, in accordance with

the terms and conditions of this Agreement and the Terms of Service. As used in

this Agreement, the “<b>Work Product</b>” means any and all work product developed

by Service Provider as required to complete the Project and delivered to the Buyer

in the performance of the Project, as specified in the Business Terms, the SOW,

and this Agreement.</span>

</span>

</p>

<p class="MsoNormal" style='text-indent: .5in'>

<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="PerformanceLabelPart1">2.2 Performance</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="PerformanceLabelPart2"> Service Provider will perform the services necessary to complete the Project in

accordance with the procedures described on the Site, in a timely and professional

manner, consistent with industry standards, at a location, place and time that Service

Provider deems appropriate, and all in accordance with the Business Terms, the SOW,

and this Agreement. The manner and means that Service Provider chooses to complete

the Project are in Service Provider’s sole discretion and control. In completing

the Project, Service Provider agrees to provide its own equipment, tools, and other

materials at its own expense.</span>

</span>

</p>

<p class="MsoNormal" style='text-indent: .5in'>

<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="DurationLabelPart1">2.3 Duration of Services</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif";color: #5A5858'>

<span id="DurationLabelPart2"> The duration of performance of services under this Agreement commences on the Effective

Date and terminates on the Final Delivery Date set forth in <b>Section 1.4</b> above,

unless the Parties otherwise agree in a writing signed by both parties and uploaded

to the Private Message Board</span>

</span>

</p>

<p class="MsoNormal" style='text-indent: .5in'>

<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ChangeControlLabelPart1">2.4 Change Control</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ChangeControlLabelPart2">“Provider” will provide “Buyer” project management with comprehensive status reporting

on a regular basis. These reports will indicate the work activities performed, progress

against project milestones, as well as any expenses incurred in the furtherance

of this work to date.</span>

</span>

</p>

<p class="MsoNormal">

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ChangeControlLabelPart3">Material deviations

from the baseline scope and budget documented herein will be mutually reviewed and

agreed by Provider and Buyer. The following provides the process to be followed

for any such material change to the SOW:</span>

</span>

</p>

<p class="MsoNormal" style='margin-left: 103.7pt;'>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ChangeRequestLabelPart1">1. A Change Request

(“CR”) will be the vehicle for requesting a change to the SOW. The CR will describe

the change, the rationale for the change, the impact on the implementation timeline,

and the impact on the Compensation. Both Provider and Buyer may initiate a CR.</span>

</span>

</p>

<p class="MsoNormal" style='margin-left: 103.7pt;'>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ChangeRequestLabelPart2">2. The designated

Project Manager of the requesting party will review the CR and determine whether

to submit the CR to the other party.</span>

</span>

</p>

<p class="MsoNormal" style='margin-left: 103.7pt;'>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ChangeRequestLabelPart3">Label</span>3. Both Project

Managers will review the proposed CR and either approve for further investigation

or reject. Provider may specify additional charges for such investigation. If the

investigation is authorized, the Project Managers will sign the estimation portion

of the CR, which constitutes authorization for the investigative changes. The investigation

will determine the effect that the implementation of the CR will have on compensation,

schedule and other terms and conditions of the Agreement.</span></p>

<p class="MsoNormal" style='margin-left: 103.7pt;'>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="WritterCRLabel">4. A written CR

must be signed by both Buyer and Provider to authorize implementation of the CR.</span></span></p>

<p class="MsoNormal">

<b><span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="CompensationPart1Label">3.COMPENSATION</span></span></b><span

style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'><span id="CompensationPart2Label">Buyer will pay Service Provider the fee specified for the Project in accordance

with the Business Terms, any SOW, and the Terms of Service. Payment will be made

by Buyer to Service Provider through the Site in accordance with the MY-SIDE-JOB

Payment Service and, if applicable, the Escrow Terms and Conditions, promptly upon

each acceptance of the Project Work Product. Service Provider will be responsible

for all expenses incurred in performing services under this Agreement, except and

only to the extent expressly provided in this Agreement, the Business Terms, or

SOW.</span>

</span></p>

<p class="MsoNormal">

<b><span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="IndependentContractorRelationshipPart1Label">Label</span>4.INDEPENDENT CONTRACTOR

RELATIONSHIP</span></b><span style='font-size: 9.0pt; font-family: "Arial","sans-serif";

color: #5A5858'><span id="IndependentContractorRelationshipPart2Label">Label</span>

Service Provider’s relationship with Buyer will be that of an independent contractor,

and nothing in this Agreement should be construed to create a partnership, joint

venture, or employer-employee relationship. Service Provider (a) is not the agent

of Buyer; (b) is not authorized to make any representation, contract, or commitment

on behalf of Buyer; (c) will not be entitled to any of the benefits that Buyer makes

available to its employees, such as group insurance, profit-sharing or retirement

benefits (and waives the right to receive any such benefits); and (d) will be solely

responsible for all tax returns and payments required to be filed with or made to

any federal, state, or local tax authority with respect to Service Provider’s performance

of services and receipt of fees under this Agreement. If applicable, Buyer will

report amounts paid to Service Provider by filing Form 1099-MISC with the Internal

Revenue Service, as required by law. Service Provider agrees to fill out form W-9

or W8-BEN, as applicable, and as required by Buyer. Service Provider agrees to accept

exclusive liability for complying with all applicable state and federal laws, including

laws governing self-employed individuals, if applicable, such as laws related to

payment of taxes, social security, disability, and other contributions based on

fees paid to Service Provider under this Agreement. Buyer will not withhold or make

payments for social security, unemployment insurance or disability insurance contributions,

or obtain workers’ compensation insurance on Service Provider’s behalf. Service

Provider hereby agrees to indemnify and defend Buyer against any and all such taxes

or contributions, including penalties and interest. Service Provider agrees to provide

proof of payment of appropriate taxes on any fees paid to Service Provider under

this Agreement upon reasonable request of Buyer. </span>

</p>

<p class="MsoNormal">

<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="IntellectualPropertyLabel">5.INTELLECTUAL PROPERTY RIGHTS.</span>

</span>

</b>

</p>

<p class="MsoNormal" style='text-indent: .5in'>

<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="InventionsandIntellectualPropertyRightsPart1Label">5.1 Inventions and Intellectual Property Rights</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="InventionsandIntellectualPropertyRightsPart2Label">As used in this Agreement, the term “<b>Invention</b>” means any ideas, concepts,

information, materials, processes, data, programs, know-how, improvements, discoveries,

developments, designs, artwork, formulae, other copyrightable works, and techniques

and all Intellectual Property Rights therein. The term “<b>Intellectual Property Rights</b>”

means all trade secrets, copyrights, trademarks, mask work rights, patents and other

intellectual property rights recognized by the laws of any country. </span>

</span>

</p>

<p class="MsoNormal" style='text-indent: .5in'>

<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="BackgroundTechnologyPart1Label">5.2 Background Technology</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="BackgroundTechnologyPart2Label">As used in this Agreement, the term “<b>Background Technology</b>” means all Inventions

developed by Service Provider other than in the course of providing services to

Buyer hereunder and all Inventions acquired or licensed by Service Provider that

Service Provider uses in performing services under this Agreement or incorporates

into Work Product. Service Provider will disclose any Background Technology which

Service Provider proposes to use or incorporate. If Service Provider discloses no

Background Technology, Service Provider warrants that it will not use Background

Technology or incorporate it into Work Product provided pursuant thereto. Notwithstanding

the foregoing, unless otherwise agreed in the Project, Service Provider agrees that

it will not incorporate into Work Product or otherwise deliver to Buyer any software

code licensed under the GNU GPL or LGPL or any other license that by its terms requires,

or conditions the use or distribution of such code on, the disclosure, licensing,

or distribution of the Work Product or any source code owned or licensed by the

Buyer.</span>

</span>

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<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="LicensetoBackgroundTechnologyPart1Label">5.3 License to Background Technology</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif";

color: #5A5858'>

<span id="LicensetoBackgroundTechnologyPart2Label">Service Provider hereby automatically upon receipt of payment from Buyer, grants

to Buyer a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and

world-wide right, with rights to sublicense through multiple levels of sublicensees,

to reproduce, make derivative works of, distribute, publicly perform, and publicly

display in any form or medium, whether now known or later developed, make, have

made, use, sell, import, offer for sale, and exercise any and all present or future

rights in the Background Technology incorporated or used in Work Product.</span>

</span>

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<p class="MsoNormal" style='text-indent: .5in'>

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<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="OwnershipandAssignmentofWorkProductPart1Label">5.4 Ownership and Assignment of Work Product</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="OwnershipandAssignmentofWorkProductPart2Label">Service Provider agrees that upon receipt of payment from Buyer, any and all Work

Product will be the sole and exclusive property of Buyer. If Service Provider has

any rights to the Work Product that are not owned by Buyer upon creation or embodiment,

Service Provider hereby automatically upon receipt of payment from Buyer irrevocably

assigns to such Buyer all right, title and interest worldwide in and to such Work

Product. Except as set forth below, Service Provider retains no rights to use the

Work Product and agrees not to challenge the validity of Buyer’s ownership in the

Work Product. </span>

</span>

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<p class="MsoNormal" style='text-indent: .5in'>

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<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="LicensetoorWaiverofOtherRightsPart1Label">5.5 License to or Waiver of Other Rights</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif";color: #5A5858'>

<span id="LicensetoorWaiverofOtherRightsPart2Label">If Service Provider has any right to the Work Product that cannot be assigned by

Service Provider, Service Provider hereby automatically upon receipt of payment

from Buyer unconditionally and irrevocably grants to Buyer during the term of such

rights, an exclusive, even as to Service Provider, irrevocable, perpetual, worldwide,

fully paid and royalty-free license, with rights to sublicense through multiple

levels of sublicensees, to reproduce, make derivative works of, distribute, publicly

perform and publicly display in any form or medium, whether now known or later developed,

make, use, sell, import, offer for sale and exercise any and all such rights. If

Service Provider has any rights to the Work Product that cannot be assigned or licensed,

Service Provider hereby automatically upon receipt of payment from Buyer unconditionally

and irrevocably waives the enforcement of such rights, and all claims and causes

of action of any kind against Buyer or related to Buyer’s customers, with respect

to such rights, and agrees, at Buyer’s request and expense, to consent to and join

in any action to enforce such rights.</span>

</span>

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<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="AssitancePart1Label">5.6 Assistance</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="AssitancePart2Label"> Service Provider agrees to assist Buyer in every way, both during and after the

term of this Agreement, to obtain and enforce United States and foreign Intellectual

Property Rights relating to Work Product in all countries.</span>

</span>

</p>

<p class="MsoNormal">

<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="CompetitiveorConflictingProjectsPart1Label">6. Competitive or Conflicting Projects.</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="CompetitiveorConflictingProjectsPart2Label">Service Provider agrees, during the term of this Agreement, not to enter into a

contract or accept an obligation that is inconsistent or incompatible with Service

Provider’s obligations under this Agreement. Service Provider warrants that there

is no such contract or obligation in effect as of the Effective Date. Service Provider

further agrees not to disclose to, deliver to, or induce Buyer to use any confidential

information that belongs to anyone other than Buyer or Service Provider.</span>

</span>

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<p class="MsoNormal">

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<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ConfidentialInformationPart1Label">7. Confidential Information</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ConfidentialInformationPart2Label">Service Provider agrees that during the term of this Agreement and thereafter, except

as expressly authorized in writing by Buyer, it (a) will not use or permit the use

of Confidential Information (defined below) in any manner or for any purpose not

expressly set forth in this Agreement; (b) will not disclose, lecture upon, publish,

or permit others to disclose, lecture upon, or publish any such Confidential Information

to any third party without first obtaining Buyer’s express written consent on a

case-by-case basis; (c) will limit access to Confidential Information to Service

Provider personnel who need to know such information in connection with their work

for Buyer; and (d) will not remove any tangible embodiment of any Confidential Information

from Buyer’s premises without Buyer’s prior written consent. “<b>Confidential Information</b>”

includes, but is not limited to, all information related to Buyer’s business and

its actual or anticipated research and development, including without limitation

(i) trade secrets, inventions, ideas, processes, computer source and object code,

formulae, data, programs, other works of authorship, know-how, improvements, discoveries,

developments, designs, and techniques; (ii) information regarding products or plans

for research and development, marketing and business plans, budgets, financial statements,

contracts, prices, suppliers, and customers; (iii) information regarding the skills

and compensation of Buyer’s employees, contractors, and any other service providers;

(iv) the existence of any business discussions, negotiations, or agreements between

Buyer and any third party; and (v) all such information related to any third party

that is disclosed to Buyer or to Service Provider during the course of Buyer’s business

(“<b>Third Party Information</b>”). Notwithstanding the foregoing, it is understood

that Service Provider is free to use information that is generally known in the

trade or industry, information that is not gained as a result of a breach of this

Agreement, and Service Provider’s own skill, knowledge, know-how, and experience.</span>

</span>

</p>

<p class="MsoNormal">

<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ServiceProviderRepresentationsandWarrantiesPart1Label">8. SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES.</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ServiceProviderRepresentationsandWarrantiesPart2Label"> Service Provider hereby represents and warrants that (a) the Work Product will be

an original work of Service Provider and any third parties will have executed assignment

of rights prior to being allowed to participate in the development of the Work Product;

(b) the Work Product will fully conform to the requirements and terms set forth

on the Site and in the Project; (c) neither the Work Product nor any element thereof

will infringe or misappropriate the Intellectual Property Rights of any third party;

(d) neither the Work Product nor any element thereof will be subject to any restrictions

or to any mortgages, liens, pledges, security interests, or encumbrances; (e) Service

Provider will not grant, directly or indirectly, any rights or interest whatsoever

in the Work Product to third parties; (f) Service Provider has full right and power

to enter into and perform this Agreement without the consent of any third party;

(g) Service Provider has an unqualified right to grant the license to all Background

Technology as set forth in the section titled “License to Background Technology”;

and (h) Service Provider will comply with all laws and regulations applicable to

Service Provider’s obligations under this Agreement. </span>

</span>

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<p class="MsoNormal">

<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="IndemnificationPart1Label">9. INDEMNIFICATION</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="IndemnificationPart2Label">Service Provider will defend, indemnify, and hold harmless Buyer against any damage,

cost, loss or expense arising from a claim, suit or proceeding brought against Buyer

alleging that any Work Product that Service Provider delivers pursuant to this Agreement

or the Project: (i) infringes upon any intellectual property rights or (ii) misappropriates

any trade secrets, of any third party.</span>

</span>

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<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="InsurancePart1Label">10. INSURANCE</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="InsurancePart2Label">Service Provider, at its sole cost and expense, will maintain appropriate insurance

in accordance with industry standards. </span>

</span>

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<p class="MsoNormal">

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<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="TerminationPart1Label">11. TERMINATION</span>

</span>

</b>

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<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="TerminationwithCausePart1Label">11.1 Termination with Cause</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="TerminationwithCausePart2Label">Either party has the right to terminate this Agreement immediately in the event

that the other party has materially breached the Agreement and fails to cure such

breach within fifteen (15) days of receipt of notice by the non-breaching party,

setting forth in reasonable detail the nature of the breach. Buyer may also terminate

this Agreement immediately in its sole discretion in the event of Service Provider’s

material breach of the section titled “Intellectual Property Rights.”</span>

</span>

</p>

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<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ReturnofPropertyPart1Label">11.2 Return of Property</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ReturnofPropertyPart2Label">Upon termination of the Agreement or upon Buyer’s request at any other time, Service

Provider will deliver to Buyer all of Buyer’s property together with all copies

thereof, and any other material containing or disclosing any Work Product, Third

Party Information or Confidential Information.</span>

</span>

</p>

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<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="SurvivalPart1Label">11.3 Survival</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="SurvivalPart2Label">The following provisions will survive termination of this Agreement: Sections titled

“Intellectual Property Rights,” “Confidential Information,” “Service Provider Representations

and Warranties,” “Indemnification,” “Return of Property,” “Survival,” and “General

Provisions.”</span>

</span>

</p>

<p class="MsoNormal">

<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="MutiEmployeeServiceProviderPart1Label">12. MULTI-EMPLOYEE SERVICE PROVIDER</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif";

color: #5A5858'>

<span id="MutiEmployeeServiceProviderPart2Label">Before any Service Provider employee or agent performs services in connection with

this Agreement or has access to Confidential Information, the employee or agent

and Service Provider must have entered into a binding written agreement expressly

for the benefit of Buyer that contains provisions substantially equivalent to the

sections of this Agreement titled “Engagement and Performance of Services” and “Intellectual

Property Rights.” Service Provider agrees (a) that its employees and agents will

not be entitled to or eligible for any benefits that Buyer may make available to

its employees; (b) to limit access to the Confidential Information to employees

or agents of Service Provider who have a reasonable need to have such access in

order to perform the services pursuant to this Agreement; and (c) to be solely responsible

for all expenses incurred by any of its employees or agents in performing the services

or otherwise performing its obligations under this Agreement, except as set forth

in the Engagement. </span>

</span>

</p>

<p class="MsoNormal">

<b><span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="NotePart1Label">Note:</span></span></b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="NotePart2Label">This Template Project

Agreement and Statement of Work is a sample provided for your information only and

may not be relied upon as legal advice. This Template might not be appropriate for

your requirements. MY-SIDE-JOB makes no warranty about the suitability of this Template

and accepts no liability arising out of the use of this Template. Please consult

your legal or business advisor for further information or advice.</span>

</span>

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<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="GeneralProvisionsLabel">13. GENERAL PROVISIONS</span>

</span>

</b>

</p>

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<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="GoverningLawandVenuePart1Label">13.1 Governing Law and Venue</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="GoverningLawandVenuePart2Label"> This Agreement and any action related thereto will be governed, controlled, interpreted,

and defined by and under the laws of the State of California, without giving effect

to any conflicts of laws principles that require the application of the law of a

different jurisdiction. Service Provider hereby expressly consents to the personal

jurisdiction and venue in the state and federal courts for the county in which Buyer’s

or MY-SIDE-JOB’s principal place of business is located for any lawsuit filed there

against Service Provider by Buyer or MY-SIDE-JOB arising from or related to this

Agreement. </span>

</span>

</p>

<p class="MsoNormal" style='text-indent: .5in'>

<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="SeverabilityPart1Label">13.2 Severability</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="SeverabilityPart2Label">If any provision of this Agreement is, for any reason, held to be invalid or unenforceable,

the other provisions of this Agreement will be unimpaired and the invalid or unenforceable

provision will be deemed modified so that it is valid and enforceable to the maximum

extent permitted by law.</span>

</span>

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<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="NoAssignmentPart1Label">13.3 No Assignment</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="NoAssignmentPart2Label">This Agreement, and the party’s rights and obligations herein, may not be assigned,

subcontracted, delegated, or otherwise transferred by either party without the other’s

prior written consent, and any attempted assignment, subcontract, delegation, or

transfer in violation of the foregoing will be null and void. The terms of this

Agreement will be binding upon assignees.</span>

</span>

</p>

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<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="NoticesPart1Label">13.4 Notices</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="NoticesPart2Label">Each party must deliver all notices or other communications required or permitted

under this Agreement to the other party by posting it on the Private Message Board

for the Project.</span>

</span>

</p>

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<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="InjunctiveReliefPart1Label">13.5 Injunctive Relief</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="InjunctiveReliefPart2Label">Service Provider acknowledges that, because its services are personal and unique

and because Service Provider will have access to Confidential Information of Buyer,

any breach of this Agreement by Service Provider would cause irreparable injury

to Buyer for which monetary damages would not be an adequate remedy and, therefore,

will entitle Buyer to injunctive relief (including specific performance). The rights

and remedies provided to each party in this Agreement are cumulative and in addition

to any other rights and remedies available to such party at law or in equity.</span>

</span>

</p>

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<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="WaiverPart1Label">13.6 Waiver</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="WaiverPart2Label"> Any waiver or failure to enforce any provision of this Agreement on one occasion

will not be deemed a waiver of any other provision or of such provision on any other

occasion.</span>

</span>

</p>

<p class="MsoNormal" style='text-indent: .5in'>

<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ExportPart1Label">13.7 Export</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ExportPart2Label">Service Provider agrees not to export, directly or indirectly, any U.S. technical

data acquired from Buyer or any products utilizing such data, to countries outside

the United States, because such export could be in violation of the United States

export laws or regulations.</span>

</span>

</p>

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<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="ExecutionandDeliveryPart1Label">13.8 Execution and Delivery; Binding Effect</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif";color: #5A5858'>

<span id="ExecutionandDeliveryPart2Label">The parties will evidence execution and delivery of this Agreement with the intention

of becoming legally bound hereby, by completion of the following process on the

Site:</span>

</span>

</p>

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<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="EntireAgreementPart1Label">13.9 Entire Agreement</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="EntireAgreementPart2Label">This Agreement is the final, complete and exclusive agreement of the parties with

respect to the subject matters hereof and supersedes and merges all prior discussions

between the parties with respect to such subject matters. No modification of or

amendment to this Agreement, or any waiver of any rights under this Agreement, will

be effective unless in writing and signed by Service Provider and Buyer. The terms

of this Agreement will govern all Projects and services undertaken by Service Provider

for Buyer. In the event of any conflict between this Agreement and the express written

terms of an agreement applicable to an engagement, the express written terms of

such agreement will govern, but only to the extent and with respect to the services

set forth therein.</span>

</span>

</p>

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<b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="InWitnessWhereOfPart1Label">IN WITNESS WHEREOF</span>

</span>

</b>

<span style='font-size: 9.0pt; font-family: "Arial","sans-serif"; color: #5A5858'>

<span id="InWitnessWhereOfPart2Label">, the parties have caused

this Agreement to be approved by their duly authorized representatives with the

intention of becoming legally bound hereby.</span>

</span>

</p>

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<tr style='height: 30.0pt'>

<td width="50%" valign="top" style='width: 50.0%; padding: 0in 0in 0in 0in; height: 30.0pt'>

<p class="MsoNormal" style='line-height: 150%'>

<b>

<span style='font-size: 9.0pt; line-height: 150%; font-family: "Arial","sans-serif";

color: #5A5858'>

<span id="BuyerLabel">[BUYER]</span></span>

</b>

</p>

</td>

<td width="50%" valign="top" style='width: 50.0%; padding: 0in 0in 0in 0in; height: 30.0pt'>

<p class="MsoNormal" style='line-height: 150%'>

<b>

<span style='font-size: 9.0pt; line-height: 150%; font-family: "Arial","sans-serif";

color: #5A5858'>

<span id="ServiceProviderLabel">[SERVICE PROVIDER]</span>

</span>

</b>

</p>

</td>

</tr>

<tr style='height: 30.0pt'>

<td width="50%" valign="top" style='width: 50.0%; padding: 0in 0in 0in 0in; height: 30.0pt'>

<p class="MsoNormal" style='line-height: 150%'>

<span style='font-size: 9.0pt; line-height: 150%; font-family: "Arial","sans-serif";

color: #5A5858'>

<span id="BuyerFullNameLabel">Full Name:</span>

</span>

<span style='font-size: 9.0pt; line-height: 150%; font-family: "Arial","sans-serif";

color: #5A5858'>&nbsp;\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_</span>

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<td width="50%" valign="top" style='width: 50.0%; padding: 0in 0in 0in 0in; height: 30.0pt'>

<p class="MsoNormal" style='line-height: 150%'>

<span style='font-size: 9.0pt; line-height: 150%; font-family: "Arial","sans-serif";

color: #5A5858'>

<span id="ServiceProviderFullNameLabel">Full Name:</span>

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

</span>

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<tr style='height: 30.0pt'>

<td width="50%" valign="top" style='width: 50.0%; padding: 0in 0in 0in 0in; height: 30.0pt'>

<p class="MsoNormal" style='line-height: 150%'>

<span style='font-size: 9.0pt; line-height: 150%; font-family: "Arial","sans-serif";

color: #5A5858'>

<span id="BuyerCountryRegionLabel">Country/Region:</span>

&nbsp;</span><span style='font-size: 9.0pt; line-height: 150%; font-family: "Arial","sans-serif";

color: #5A5858; font-weight: 700;'>\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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<td width="50%" valign="top" style='width: 50.0%; padding: 0in 0in 0in 0in; height: 30.0pt'>

<p class="MsoNormal" style='line-height: 150%'>

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color: #5A5858'>

<span id="ServiceProviderCountryRegionLabel">Country/Region:</span>

<span style='font-size: 9.0pt; line-height: 150%; font-family: "Arial","sans-serif";

color: #5A5858'>

&nbsp;</span><span style='font-size: 9.0pt; line-height: 150%; font-family: "Arial","sans-serif";

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<p class="MsoNormal" style='line-height: 150%'>

<span style='font-size: 9.0pt; line-height: 150%; font-family: "Arial","sans-serif";

color: #5A5858'>

<span id="BuyerIdentificationNumberLabel">Identification Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_</span>

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<td width="50%" valign="top" style='width: 50.0%; padding: 0in 0in 0in 0in; height: 30.0pt'>

<p class="MsoNormal" style='line-height: 150%'>

<span style='font-size: 9.0pt; line-height: 150%; font-family: "Arial","sans-serif";

color: #5A5858'>

<span id="SellerIdentificationNumberLabel">Identification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_</span>

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<tr style='height: 30.0pt'>

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<p class="MsoNormal" style='line-height: 150%'>

<span style='font-size: 9.0pt; line-height: 150%; font-family: "Arial","sans-serif";

color: #5A5858'>

<span id="BuyerProjectAgreementDateLabel">Date:</span>

</span>

<span style='font-size: 9.0pt; line-height: 150%; font-family:

"Arial","sans-serif"; color: #5A5858'>&nbsp;\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_</span>

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<td width="50%" valign="top" style='width: 50.0%; padding: 0in 0in 0in 0in; height: 30.0pt'>

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<span style='font-size: 9.0pt; line-height: 150%; font-family: "Arial","sans-serif";

color: #5A5858'>

<span id="SellerProjectAgreementDateLabel">Date:</span>

</span>

<span style='font-size: 9.0pt; line-height: 150%; font-family: "Arial","sans-serif";

color: #5A5858'>

&nbsp;\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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