

Ancillary Services Engagement Agreement

Agreement #: 2017- _____ - _____

<p>CLIENT/BUYER</p> <p>_____</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">(BUSINESS LOCATION)</p> <p>Point of Contact: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Web: _____</p>	<p>COMPANY/SELLER</p> <p>CAF Enterprises USA Co. _____</p> <p>141 12th Street Colonial Beach, Virginia 22443</p> <p>Point of Contact: <u>Corbett Ferguson, Principal</u></p> <p>Phone: <u>804-224-2046</u></p> <p>Email: <u>cafenterprises@outlook.com</u></p> <p>Web: <u>www.cafenterprisesusa.com</u></p>
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This agreement is entered in to on this _____ day of _____, 201__ between the parties for the following

STATEMENT OF WORK/DESCRIPTION OF SERVICES TO BE PERFORMED:

PERIOD OF PERFORMANCE: _____

Parties acknowledge the following Services Fees apply the referenced work and is based on the following contract type:
 (__) Time and Materials (__) Fixed Price

RATES

Count	Service Description	Rate	Note
	Tax Resolution/Bookkeeping/Records Review Services	\$75.00 /hr.	1 hour min., time will be calculated on nearest 30 min increment
	Consulting Services		

SCHEDULE

Count	Item Description	Charge	Notes
	Travel		
	Notary Services	\$4	Per each individual item
	Replacement Charge		Applies to loaned equipment

Estimated *Services Fee* or Fixed Price: _____ Discount: _____ Total Due: _____
 _____% in lieu of 50% **Minimum Charge** payment due before initial services are rendered.

PAYMENT INFORMATION:

PAYMENT TYPE: _____ AMOUNT: _____ DATE: _____ REMAINING BAL: _____

ACCEPTANCE:

I have read the Terms and Conditions on the following page (__) and hereby execute and agree to abide by this agreement.

(Client)

Signature _____ Date _____

Printed Name, Title

CAF Enterprises USA Co. _____ (Company)

Signature _____ Date _____

Corbett Ferguson, Principal

Printed Name, Title

Terms & Conditions of Ancillary Services Agreement

1. **Sole Terms.** All services provided by the Company to Customer are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto and the then-current rates and Schedule of Ancillary Charges (Schedule). No manual or markup terms and or conditions on Customer's purchase order or any other instrument, agreement or understanding shall be binding unless mutually agreed to by both parties in writing. Verbal discussions are invalid unless committed to writing as an amendment or addendum to this agreement within 5 business days of said discussions.
2. **Statement of Work.** Parties will commit the details of the work to be performed into a Statement of Work or Description of Services to be Performed statement and review such as needed to ensure that there is a full understanding of the assignment and task(s). A period of performance shall also be included. Any deviations from the original Statement of Work after the signed agreement and acceptance of the Engagement will be a "change in scope" subject to: 1) re-negotiation for the Schedule as required and a modification or addendum to the existing agreement or detailing minor revisions of the work or 2) the issuance of a separate Ancillary Services Letter of Engagement detailing the new work.
3. **Ownership.** Any design, system, drawings, reprints, specifications or technical information or data (individually or together the "Work Product" prepared by Customer and delivered to Company in performance shall remain the property of Customer. Seller agrees that it will maintain the confidentiality of the Work Product and not disclose the Customer's identity to a third party without the prior written approval of Customer. Any items ("Equipment/Data") provided to the other party remains the sole property of the providing party. Parties will not file any lien, nor allow to be filed any lien, against any such Equipment/Data. Parties will keep all Equipment/Data in good working order, normal wear and tear excepted (in the case of equipment) and confidential and secure (in the case of data). For any Equipment/Data which are moved, damaged, stolen or lost while at other party's care and/or location, the other party will promptly notify the providing party of such an event and shall pay a replacement charge pursuant to the Schedule (in the case of equipment) or make a diligent and reasonable attempt to recover data (in the case of data).
4. **Services Fee.** Customer will pay a "Services Fee" or "Fixed Price" to the Company as set forth to the Company as set forth on the cover page and/or applicable Statement of Work. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels the service after authorized work has begun.
5. **Payment Terms.** Customer agrees to pay the specified (typically 50) percent of the Services Fee prior to the commencement of any tasking. This amount covers preparation, planning, and "good faith" commitment costs for services being provided. The remaining balance of the Services Fee or other amounts are due immediately upon completion of the Services and in any event, no later than five (5) business days thereafter. Any payments not received by the Company when due will be subject to an interest charge on the unpaid balance of 1.5% per month (or the maximum amount allowed by law). All payments must be in US dollars. The amount of any and all applicable taxes and interest shall be added to the price and paid by Customer as applicable. (see item 15 for alternate Fixed Price Task Payment and Schedule option.)
6. **Ancillary Charges.** Customer agrees to pay additional ancillary charges per the Schedule for services performed by Company. The Schedule is incorporated by reference as if fully set forth herein and is subject to change from time to time based on the Company's discretion.
7. **Term of the Agreement.** This Agreement shall remain in force until terminated by either Party upon thirty (30) days written notice. Requests for additional services may be made under this Agreement by the Parties executing a new or revised Statement of Work setting out the fees for the services and the particulars of the services to be performed and the period of performance. Unless otherwise specified in the Statement of Work, the services shall be provided in accordance with the terms and conditions set out in this Agreement.
8. **Excused Delays.** In the event either party is prevented, hindered or delayed from the performance of any act required hereunder by acts of God, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, *written notice should be provided to the other party within a reasonable timeframe* and then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay or other agreed upon term.
9. **Limitation of Liability.** The Company is not liable for any loss or damage to or for the repair, replacement or restoration of any personal or other property of Customer utilized at the Company facility. **IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOSS OF REVENUE, LOSS OF PROFIT, OR LOSS OF USE EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR POTENTIAL DAMAGES.** To the extent permitted by

applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.

10. **Setoff.** Customer will not offset billed amounts or any portion thereof against sums that are due or may become due from the Company to Customer, its parent, affiliates, subsidiaries or other divisions or units.
11. **Compliance with Law.** Customer shall comply with all applicable laws including national and international copyrights and import/export requirements during the term of this agreement.
12. **Choice of Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Virginia, without giving effect to its principles of conflicts of law.
13. **Indemnification, Attorney Fees & Collection Costs.** Customer shall indemnify the Company its parents, subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, members, officers, and directors, from all losses, liabilities, damages, claims, penalties, fees, expenses, judgments and costs (including reasonable attorney's fees and costs) (collectively, "Damages"), resulting from Customer's actual or threatened breach of this Agreement (including, without limitation, any Damages relating to the Equipment/Data). Each party agrees to defend, indemnify, and hold harmless the other party and its customers from and against any claims, damages, losses, costs and expenses, including attorney's fees, arising out of any action by a third party that is based upon a claim that the goods or services delivered infringe or otherwise violate the intellectual property rights of any person or entity. In addition to all other legal and equitable remedies, in the event it becomes necessary for the Company to enforce the terms of this Agreement, including but not limited to any action to collect sums due hereunder, the Company shall be entitled to an award of its reasonable attorney's fees, litigation expenses and costs of collection. The Customer shall pay any and all costs associated with the collection of past due amounts including interest, certified mail costs and collection agency fees.
14. **Miscellaneous.** This Agreement, and any addenda attached hereto and agreed to by the parties in writing and the Schedule constitute the entire agreement between the parties, and supersede any and all prior agreements and arrangements, whether oral or written, between the parties. No modification of this Agreement shall be binding unless in Writing, attached hereto, and signed by both parties. Any dispute or matter arising in connection with or relating to this Agreement shall be resolved at the lowest level of management as possible. Parties may further agree to nonbinding arbitration before the American Arbitration Association (AAA). The arbitration shall be conducted pursuant to the applicable state or federal arbitration law; however, in the event, such dispute(s) persist after good faith negotiation, then parties may sue in a federal court of law. Parties shall make reasonable efforts to maintain confidentiality of data and will notify the other party in writing should any breach in confidentiality data occurs or is discovered. The delay or failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation. Any notices to be given by one party to the other will be considered properly given if deposited in the United States Mail, postage prepaid, "Certified Mail, Return Receipt Requested," sent to the Customer at its business office as identified in this agreement.
15. **Alternate Fixed Price Task Payment and Schedule.** A progress and/or milestone payment schedule may be applied to a large volume or extended period fixed price task. In such case, the following Progress Payment terms shall apply:

Payment #	Payment Date	Payment Amount