



CONSULTANT SERVICES AGREEMENT

This agreement is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ between Maxonic, Inc. (Maxonic), a California corporation with offices at 1230 Midas Way, Suite 316, Sunnyvale, CA 94085, and \_\_\_\_\_(consultant name), hereinafter referred to as Consultant.

Whereas, Consultant desires to be retained by Maxonic in the capacity of \_\_\_\_\_(position), performing work on client projects, as assigned by Maxonic;

Now, Therefore, in consideration of the mutual promises contained herein and intending to be legally bound, the parties agree as follows:

- 1. SCOPE OF SERVICES. Consultant shall perform the technical services as he/she is directed to perform by Maxonic for Maxonic’s client. Consultant also understands and agrees that while working at client’s sites, he/she works in the name of and represents Maxonic only, unless otherwise directed by Maxonic.
2. HOURS AND TIME OFF/VACATION. Consultant shall work the hours typically worked by client’s employees unless directed otherwise by client or Maxonic. Consultant shall take days off (excluding sick days) only with at least 2 weeks advanced written permission both from Maxonic and Maxonic’s client. Consultant agrees to submit signed timesheets to Maxonic by no later than 2pm each Monday.
3. RELATIONSHIP RIGHTS. Without Maxonic’s written permission, Consultant shall not accept, directly or indirectly, permanent employment, temporary employment, independent contract or any other form of services relationship with Maxonic’s client, during the current assignment and for a period of one (1) year after the assignment. Consultant and Maxonic agree that a finder’s fee of 30% of the billings of the services provided or of the annual salary, as the case may be, shall be paid to Maxonic in the event that Consultant does not receive Maxonic’s permission.

Signed:\_\_\_\_\_ Signed:\_\_\_\_\_

By:\_\_\_\_\_ By: Ajay Narain/Nitin Khanna

Title: Consultant Title: Principals

Date:\_\_\_\_\_ Date:\_\_\_\_\_