

SHORT FORM AGENCY AGREEMENT

BETWEEN

[]

(Principal)

and

[]

(Agent)

Scopulus

THIS AGREEMENT

2002.

Scopulus

BETWEEN

and whose
(the principal)

registered office is

Scopulus

And:

and whose
(the agent)

registered office is

Scopulus

Whereby the parties agree

1. Appointment of Agent

the agent for the
(the "Products")
Nothing in this
the principal nor

1.1 The Principal hereby appoints the Agent for the promotion and sale of the Products within the geographical area defined in the agreement, or otherwise as may be agreed in writing, and shall not form a partnership with the Agent.

Scopulus

2. Obligations of Agent

times during the

2.1 The Agent undertakes the following obligations during the term of this Agreement:

Scopulus

(a) To act towards the Principal in good faith and not to allow its interests to conflict with those of the Principal under this Agreement;

to the Principal

(b) To comply with the instructions of the Principal from time to time and to promote the Products in the geographical area defined in the agreement in such manner as it thinks best;

of the Principal
Products in the
such manner as

(c) To use reasonable endeavours to promote the Products in the geographical area with a view to the best interests of the Principal to the exclusion of its own interests;

the geographical
reference to the

(d) To act in accordance with the instructions of the Principal to its customers and to do nothing which is likely to be prejudicial to the interests of the Principal;

s relations with
area and to do
in, could be

Scopulus

Scopulus

5. Commission

5.1 The principal may refuse to accept the Products on any grounds; but shall not be liable for such refusal.

Products on any grounds; but shall not be liable for such refusal.

Scopulus

5.2 The principal shall not be liable for the Products negotiated by the Agent. The rate of commission to be paid by the principal of the sale and purchase shall be as specified in the Schedule.

for the Products negotiated by the Agent. The rate of commission to be paid by the principal of the sale and purchase shall be as specified in the Schedule.

Scopulus

5.3 Commission shall be payable to the principal at the end of the month following the order, provided that the principal has not received any subsequent order from the customer or the Agent, but in the event of the default of the principal, the commission due shall be payable to the Agent.

the principal at the end of the month following the order, provided that the principal has not received any subsequent order from the customer or the Agent, but in the event of the default of the principal, the commission due shall be payable to the Agent.

Scopulus

5.4 In the event that the commission is not refundable and the Agent shall be entitled to claim against any other party, the Agent will provide to the principal a statement to be signed by the relevant quarter, and the principal shall inspect the principal's books to determine the amount due to him.

is may become refundable and the Agent shall be entitled to claim against any other party, the Agent will provide to the principal a statement to be signed by the relevant quarter, and the principal shall inspect the principal's books to determine the amount due to him.

Scopulus

5.5 If the principal shall be entitled to a commission generated by the Agent on an order from a customer generated by the Agent, and the Agent appointed as sales agent shall be entitled to commission (as defined in clause 9) then the Agent shall be entitled to that transaction.

with a customer generated by the Agent on an order from a customer generated by the Agent, and the Agent appointed as sales agent shall be entitled to commission (as defined in clause 9) then the Agent shall be entitled to that transaction.

Scopulus

Scopulus

6. Compliance with

6.1 The Principal shall

(i)

the geographical location of the Agent shall comply with the requirements of the principal, including, but not limited to, the manufacture, sale, distribution, and marketing, being those

Scopulus

(ii)

Scopulus

bligations under this
ne Products may at
in the geographical

6.2 The Agent
permits or
and sale of
Agent with
advice and f

Scopulus

nces, registrations,
ortation, promotion
al shall provide the
particular technical

6.3 The Agent
sale, and v
registrations

Scopulus

ning marketing and
t in any licences,
e 6.2.

6.4 The Agent
prospective
actual chan
as referred t

Scopulus

e as possible of any
any prospective or
permit or approval

6.5 On receipt
Regulations
with that ch
reasonably p

Scopulus

ange in the Local
ne Products comply
nge or as soon as is

7. Force Maje

7.1 The obligat
the period
complying
without lim
civil com
government
or machine
connection

Scopulus

e suspended during
or hindered from
e control including
of God, war, riot,
with any law or
breakdown of plant
raw materials in

7.2 In the eve
concerned s
other party
omission to
suspension.
shall resum
possible aft
the event th
may termina

Scopulus

evented, the party
ably possible to the
and its cause and the
that party to claim
ended as aforesaid
oon as reasonably
the other party. In
onth(s) either party
days' notice.

Scopulus

8. Amendme

8.1 Save as ex
this Agree
authorised

Scopulus

ment or variation of
signed by a duly

9. Term and

9.1 This Agree
subject to
without no

Scopulus

ure hereof and shall
minate automatically
encement.

9.2 This agree
written no
commissio
on all orde
the extent
the princip
be entitled
balance of

Scopulus

ving three month's
ation be entitled to
bal prior thereto, and
ubsequent thereto, to
termination. Where
ation, the agent shall
of the normal rate,

10. Notices

10.1 Except as
shall be in
appropriat

Scopulus

unications hereunder
tter delivered to the

If to the Pr

Scopulus

If to the A

The partie
other parti

Scopulus

giving notice to the
use 10.

10.2 Any comm

10.2.1 if
rec

10.2.2 if p

, when delivery is
transmission.

11. Entire Ag

11.1 This Agree
respect to
agreement

Scopulus

ween the parties with
supersedes all prior
ies relating to it.

12. Law and Juris

Scopulus

12.1 The construction of this Agreement shall be governed by the law of the State of New York. Any dispute or matter arising out of or in connection with this Agreement shall be referred to and submitted to the exclusive jurisdiction of the courts of the State of New York.

Agreement shall be referred to and submitted to the exclusive jurisdiction of the courts of the State of New York.

Scopulus

Scopulus

Scopulus

Scopulus

Scopulus

Scopulus

Scopulus

Scopulus

.....

Signed and dated

Scopulus

Scopulus

.....

Signed and dated

Scopulus

Scopulus

Scopulus

Scopulus

Scopulus

SCHEDULE 1

Products

SCHEDULE 2
Geographical Areas

SCHEDULE 3
Preliminary List