

Agreement between

And

For the Provision of Services

THIS AGREEMENT

_____ (the "Company")

_____ between

_____ (the

WHEREAS:

The Company desires to providing certain _____ in this agreement.

_____ the purpose of _____ conditions set out

IT IS AGREED as follows

1. Interpretation.

1.2 In this Agreement

1.2.1 where the plural and feminine a

1.3.1 references Agreement

_____ shall include the _____ shall include the

_____ schedules to, this

2. Term and Termination

2.1 This Agreement shall be effective as of _____ (the "Effective Date") and subject to _____ without notice on _____

_____ (the "Effective Date") and subject to _____ automatically

2.2 This Agreement shall terminate upon _____ days written notice to the other party.

_____) days written notice

2.3 Either party shall terminate this Agreement by _____ notice in writing to _____

_____ immediate effect by

2.3.1 the other party

_____ of this Agreement;

2.3.2 an order is issued by _____ or order is issued by _____

_____ resolution is passed by _____ other party; or

2.3.3 a receiver is appointed for _____ other party

_____ the assets of the _____ to the other party.

2.4 Termination of obligations exist other for any b continue unaffe

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ce to any rights and by one party against the termination, which shall

3. Obligations of

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3.1 The Service Pro this agreement 2 to this agreem

out in Schedule 1 to t as set out in Schedule

3.2 Should the Con additional to the be mutually agr Agreement the definition of Se

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o provide services Additional services shall purposes of this ed within the

3.3 The Services sh care, and in full

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ll reasonable skill and essional standards.

3.4 The Service Pro demands made Company to thi losses, costs, ex Company either personal injury to property (not for whom the C the provision of (c) any breach b without limitati Company unde limited to a max of related incid incidents (whet

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ims, actions or bilities of the) and from all damage, curred by the in respect of (a) struction of or damage npany or of any person ed in connection with ect in the Services, and eement, including ervice Provider to the his clause 3.4, shall be one incident or series spect of all and any s Agreement.

3.5 The Service Pro insurance polic to cover his lia liabilities under produce to the C payment of the shall be liable u limitation, claus 3.5.

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m of this Agreement an ns which are sufficient limitation, his sonable request d a receipt for the e Service Provider eluding without isions of this clause

3.6 The Service Pro discharge of his reasonably requ

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ritten reports on the these may be

3.7 All communication between the Service Provider in the course of this Agreement and all recommendations or advice given in pursuance of his obligations shall not be disclosed without the consent of the Company.

3.8 The Service Provider shall perform the Services to be provided by way of the alternative service specified in that the provision of the Services by the Service Provider and the Service Provider under this Agreement shall not be deemed to be an agency relationship and the Company shall not be liable for the provision of the Services by the Service Provider.

4. Intellectual Property.

4.1 All intellectual property, including but not limited to patents, trademarks, trade secrets, and know-how, created or developed by the Service Provider in the course of this Agreement shall vest in the Company. Upon the request of the Company, the Service Provider shall execute all documents necessary to effect the vesting of such property rights in the Company or its assignee or the Company's assignee.

5. Expenses.

5.1 The Company will reimburse the Service Provider for all expenses incurred in the discharge of his duties under this Agreement. Such expenses will be reimbursed only if they are to be accounted for by the Service Provider and are supported by the Company and are incurred from time to time in the course of the performance of his duties.

6. Miscellaneous.

6.1 For the avoidance of doubt, the provisions of this Agreement shall not be construed to create any partnership, joint venture, or other relationship between the Service Provider and the Company, and shall be regarded as a contract for services only.

6.2 Except as otherwise provided in writing, all communications shall be in writing and shall be delivered to the recipient by the Service Provider.

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the Service Provider in the course of this Agreement and all recommendations or advice given in pursuance of his obligations shall not be disclosed without the consent of the Company.

able personally to perform the Services to be provided by way of the alternative service specified in that the provision of the Services by the Service Provider and the Service Provider under this Agreement shall not be deemed to be an agency relationship and the Company shall not be liable for the provision of the Services by the Service Provider.

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Provider enters into this Agreement and shall be regarded as a contract for services only.

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- (b) if postec
- (d) if sent b

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6.3 The obligations
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6.4 The terms of th
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Signed for and behalf of

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Name

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