

AGENCY AGREEMENT

This Agreement made effective the ____ day of _____, ____.

BETWEEN:

AGENT, of the City of _____, _____ (hereinafter "AGENT")

OF THE FIRST PART

- and -

CORPORATION, a body corporate with registered office at the City of _____, _____ (hereinafter "CORPORATION")

OF THE SECOND PART

WHEREAS:

- A. CORPORATION is engaged in the business of _____ (the "Services");
- B. AGENT has agreed to provide the Services for and on behalf of CORPORATION.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the sum of One (\$1.00) Dollar paid by each of the parties hereto to the other and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties) and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

- 1. AGENT agrees to provide the Services for and on behalf of CORPORATION.
- 2. AGENT agrees to remit any payments received by AGENT to CORPORATION as agent for CORPORATION throughout the term of this Agreement.
- 3. Any and all receipts by AGENT that are allocable to CORPORATION pursuant to Article 2 hereof shall be deemed to be a receipt by CORPORATION and AGENT shall remit the funds received by AGENT on behalf of CORPORATION to CORPORATION on a timely basis.
- 4. The parties agree that this Agreement shall override any and all agreements made by AGENT at the request of the various _____ companies (hereinafter "the Companies") in respect of services provided by AGENT on behalf of the Companies and that any agreement executed by AGENT to provide any or all of the Services shall be deemed to have been entered into by AGENT as agent for, on behalf of, and for the account of CORPORATION.

THIS IS A 2-PAGE AGREEMENT.