

[company letterhead]

[date]

[investment specialist/ advisor]
[address]

Dear Sir(s):

Re: Services Contract with [Company] (the "Company")

This letter will confirm that you have agreed to provide fund raising and investor relations services (the "Services") to [Company] effective as of [effective date] in the manner determined by the Company in consultation with you.

1. Services

- (a) You have advised the Company that you have the required skills and experience to provide the Services in accordance with the terms and conditions set out herein. Your primary focus and responsibility will be to assist the Company in its efforts to raise \$_____ through the sale of treasury shares at not less than \$_____ per share and it is expected that you will raise at least \$_____ over the next _____ [weeks/months], commencing on [effective date]. You will also provide assistance in the following: **(as applicable)**
- (i) assist with designing and facilitating the public market development plan;
 - (ii) work with management to raise funds;
 - (iii) generate interest in the Company through your network and the investment community;
 - (iv) continually work on presentations for the investment community;
 - (v) consider and advise on all public market listings;
 - (vi) advise on all public company matters as required by management;
 - (vii) set up and attend brokerage house meetings;
 - (viii) manage individual investor calls and meetings;
 - (ix) prepare and conduct presentations to brokerage and investment community;
 - (x) design and set up database system;
 - (xi) design and mail out investment packages;
 - (xii) conduct email public relations and information dissemination;
 - (xiii) facilitate the writing of investment materials, e.g. brochures, letters, web site materials;
 - (xiv) maintenance of Internet chat sites;
 - (xv) create media interest in the Company and its products and services;
 - (xvi) place advertising in the various media.
- (b) It is understood and agreed that in entering into this agreement and in providing the Services pursuant to this agreement, you are an independent contractor and not under the control and supervision of the Company, and nothing contained in this agreement shall contemplate or constitute you as an employee, agent, partner or representative of the Company for any purpose whatsoever.
- (c) You acknowledge that in addition to or in substitution for working regular predetermined hours during the business day, the Company may require you to work evenings, weekends or both, as well as such other times as extraordinary circumstances may require.

2. Remuneration

The Company shall pay you as follows: