

CONTRACT FOR SERVICES

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[COMPANY]
[address]
(the "Company")

OF THE FIRST PART

- and -

[CONTRACTOR]
[address]
(the "Contractor")

OF THE SECOND PART

WHEREAS:

- A. The Company and the Contractor intend to enter into a relationship in which the Contractor shall provide services to the Company on the terms hereinafter set forth;
- B. The parties intend to set out and define their relationship in this Agreement;

NOW THEREFORE in consideration of the premises and the terms and conditions of this Agreement, the parties hereto agree as follows:

1. Preamble Incorporated Into Agreement

- 1.1 The preamble hereto is hereby incorporated as a part of this Agreement by this reference thereto.

2. Services to be Provided by Contractor

2.1 The Contractor shall, as an independent contractor, provide to the Company services to promote the business of the Company and in that regard shall be in charge of the Company's investor and shareholder relations, including without limitation acting as a liaison with the Company's shareholders and potential investors and shareholders (the "Services").

2.2 The Contractor shall, during the term of this Agreement, maintain the capacity and expertise required for him to be able to provide the Services in accordance with the standards of performance and expertise typical and standard of a professional consultant in such areas.

2.3 In carrying out and fulfilling his obligations, the Contractor:

- (a) shall devote such time and effort as necessary to properly perform the Services;
- (b) shall be entitled to engage in other business activities, provided such activities do not conflict or compete in any way with the business of the Company or compromise the ability of the Contractor to perform his duties and obligations under this Agreement;
- (c) shall carry out the Services diligently, within the time limits dictated from time to time by the Company, to the best of his ability and in the best interest of the Company; and
- (d) shall not, except as directed by the Company, perform on his own account for any competitors or customers of the Company or any person which the Contractor knows is a prospective competitor or customer of the Company, any services of a sort or type offered by the Company.

