

AGENCY AGREEMENT

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

BETWEEN:

CORPORATION, a corporation incorporated under the laws of _____
and having an office at _____ (the "Corporation")

OF THE FIRST PART

- and -

AGENT, a corporation incorporated under the laws of _____ and
having an office at _____ (the "Agent")

OF THE SECOND PART

WHEREAS:

- A. The Corporation is engaged in the business ("Business") of _____ in _____.
- B. The Corporation desires to secure the services of the Agent to carry on the Business on behalf of the 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 all 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. The Corporation hereby appoints the Agent as its representative to act as agent on its behalf and to carry on the Business on behalf of the Corporation.
- 2. The Agent hereby agrees to act as Agent and to carry on the Business for and on behalf of Corporation and agrees to carry on the Business on behalf of the Corporation in good faith.
- 3. The parties agree and acknowledge that:
 - (a) any expenses which the Agent incurs in the course of carrying out its duties as Agent shall be incurred on behalf of the Corporation and shall either be paid by the Corporation or if already paid by the Agent shall be reimbursed by the Corporation;
 - (b) any revenues billed or earned and monies otherwise received by the Agent in the course of carrying out its duties as Agent are received on behalf of the Corporation.
- 4. This agreement shall remain in force and effect until terminated by either the Corporation or the Agent by giving _____ days' notice in writing addressed to the address for service of the other party.

THIS IS A 2-PAGE FORM.