

**ADVISORY SERVICES AGREEMENT**

This Agreement made effective the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**CORPORATION**

a corporation incorporated in \_\_\_\_\_ (hereinafter the "Corporation")

**OF THE FIRST PART**

**- and -**

an individual residing at \_\_\_\_\_ (hereinafter the "Advisor")

**OF THE SECOND PART**

**WHEREAS:**

- A. The Corporation wishes to form a Technical Advisory Board ("TAB") and the Advisor agrees to serve on the TAB and the responsibilities, title and role of the Advisor are specifically described in Article 2 hereof (hereinafter the "Advisory Service").
- B. The Corporation requires the services of the Advisor to provide technical and other advice to the Corporation and to the Board of Directors ("Directors") of the Corporation.
- C. The resume and/or curriculum vitae of the Advisor reveals that the Advisor possesses the human and financial resources, experience and education required to perform the Advisory Service.

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

**ARTICLE 1 - SUBJECT MATTER**

1.1 The Advisor shall perform the Advisory Service as required for the Corporation in accordance with the directions provided from time to time by the Board of Directors, and according to the policies of the Corporation in place from time to time.

1.2 The Advisor shall devote such time and effort in performing the Advisory Service as may be required from time to time and agreed upon; provided, however, that the Advisor shall not be required to devote his/her full time or any specified time to the affairs of the Corporation throughout the term of this Agreement, but rather shall coordinate his/her efforts with the needs of the Corporation as agreed with the Board of Directors.

1.3 The Advisor shall perform the services referred to herein in a confidential, efficient, prompt, economical, skillful and careful manner, and in the best interests of the Corporation.

1.4 The Advisory Services shall include, but are not limited to the following areas of concern to the Corporation:

- (a) Provide technical, business, finance, computing, and scientific advice to the Corporation;

THIS IS A 4-PAGE DOCUMENT.