

ASSET MANAGEMENT SERVICES AGREEMENT

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

BETWEEN:

[NAME OF FINANCIAL CO]
[address]
("COMPANY")

- and -

[NAME OF ASSET MANAGEMENT CO]
[address]
(the "Supplier")

CONTEXT:

1 COMPANY is in the business of financing the acquisition and lease of computer hardware and related and peripheral Products ("Products").

2 SUPPLIER, among other things, is in the business of providing asset management and disposal services.

THEREFORE, in consideration of the mutual promises set out in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1 **Definitions:** In addition to any other definitions contained in this Agreement:

- (a) "business day" shall mean any Monday to Friday which is not a statutory holiday in the province of Ontario or the City of [City]; and
- (b) "Unit" shall mean a Product, not including peripherals such as keyboards, external modems, mice, docking stations, carrying bags, or cables, but including central processing units, monitors and printers, which is shipped to SUPPLIER or COMPANY has shipped to SUPPLIER on COMPANY's behalf.

2 **Retainer:** COMPANY hereby retains SUPPLIER on a non-exclusive basis to provide asset management and disposal services to COMPANY as outlined below (the "Services") upon the terms set out in this Agreement.

3 **Services:** A summary of the Services to be provided by SUPPLIER to COMPANY is as follows:

- (a) Receipt and Disposition;
- (b) Inspection;
- (c) Testing;
- (d) Re-configuration;
- (e) Storage; and
- (f) Shipping and Transportation;

