

[Contractor]
[address]

Dear Sir/Madam:

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

This letter will confirm that you will provide the services set forth in Schedule "A" attached (the "Services") effective as of [start date] in the manner determined by the Company in consultation with you.

1. Services

- 1.1 You have advised that you have the required skills and experience to provide the Services in accordance with the terms and conditions of this agreement.
- 1.2 It is understood and agreed that in entering into this agreement and in providing the Services pursuant to it 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.
- 1.3 You acknowledge that in addition to or in substitution for working the usual 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. Confidential information [optional]

- 2.1 You acknowledge that in the course of providing the Services you will acquire information about certain matters which are confidential to the Company, which information is the exclusive property of the Company, including without limitation:
 - (a) "know how", trade secrets, processes and procedures;
 - (b) customer lists and contacts;
 - (c) machines, apparatus, devices, discoveries, ideas, inventions (whether patentable or not) and improvements;
 - (d) computer software and hardware;
 - (e) business plans, policies, systems, marketing strategies and methods;
 - (f) any other private or confidential information or trade secrets of the Company or its affiliates;

and that the information could be used to the detriment of the Company. You agree to undertake to treat confidentially all information and not, either during the term of this agreement or thereafter, except in the proper course of providing the Services, divulge to any person whomsoever, and shall use your best efforts to prevent the publication or disclosure of any information concerning the customers, business or finances of the Company or concerning any other Company for which you are directed to perform the services hereunder or of any of their dealings, transactions or affairs which may come to your knowledge during the term of this agreement.

THIS IS A 3-PAGE FORM.