

CONSULTING SERVICES AGREEMENT

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

BETWEEN:

CORPORATION

a corporation governed by the laws of [jurisdiction]
(hereinafter the "Corporation")

- and -

[CONSULTANT]

an individual, residing in [city & state/province]
(hereinafter the "Consultant")

WHEREAS the Corporation requires the services of the Consultant in respect of one or more aspects of its business and the responsibilities, title, and role of the Consultant are more specifically described in Schedule "A" (hereinafter the "Scope of Work");

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 - INTERPRETATION

1.1 RECITALS

The recitals hereof form a part of and are incorporated into this Agreement as if specifically set out herein.

1.2 HEADINGS

The headings of the Articles or paragraphs of this Agreement are for convenience only and are not part of and shall not affect the interpretation of this Agreement.

1.3 ENTIRE AGREEMENT

This Agreement reflects the entire agreement between the parties relative to the subject matter of this Agreement and any promise, representation or statement not contained herein shall not be binding on either party.

1.4 SEVERABILITY

If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid, illegal or unenforceable, then such provision shall be severable from and shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

1.5 APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of [jurisdiction].

ARTICLE 2 - SUBJECT MATTER

2.1 Reporting Relationship - The Consultant shall perform the Scope of Work in accordance with the directions provided from time to time by the Corporation, and according to the policies of the Corporation in place from time to time, and the Consultant shall report on the progress thereof to the Corporation as requested for the term of this Agreement.

2.2 Allocation of Time and Effort - The Consultant shall devote such time and effort in performing the Scope of Work as may be required from time to time and agreed upon; provided, however, that the Consultant shall not be required to devote his or her full time to the affairs of the Corporation throughout the term of this Agreement, but rather shall coordinate efforts with the needs of the Corporation as agreed with the Corporation.

THIS IS A 5-PAGE FORM.