

## CONSULTANCY AGREEMENT

This Consultancy Agreement (the "Agreement") is made and entered into this [insert date] (the "Effective Date") by and between [insert name] with its principal place of business located at [insert address] (the "Company") and [insert name] with its principal place of business located at [insert address] (the "Consultant") (hereinafter referred to individually as a "Party" and collectively as "the Parties").

WHEREAS, the Company is in the business of [insert description of business];

WHEREAS, the Consultant has expertise in the area of [insert description of area of expertise];

WHEREAS, the Company desires to engage the Consultant to provide certain services in the area of Consultant's expertise and the Consultant is willing to provide such services to the Company;

NOW, THEREFORE, the Parties hereby agree as follows:

### 1. Engagement and Services

(a) Engagement. The Company hereby engages the Consultant to provide and perform the services set forth in Exhibit A attached hereto (the "Services"), and the Consultant hereby accepts the engagement.

(b) Standard of Services. All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The Company shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.

(c) Tools, Instruments and Equipment. Consultant shall provide Consultant's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.

(d) Representation and Warranty. Consultant represents and warrants to the Company that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.