**CONSULTANCY AGREEMENT**

This Consultancy Agreement (referred to as the "**Agreement**") takes effect on [DATE] (the "**Effective Date**"), by and between [CONSULTANT NAME], a [corporation/LLC/[OTHER ENTITY TYPE]] organized under the laws of [JURISDICTION OF ORGANIZATION], with its main office at [ADDRESS] ("**Consultant**"), and [CUSTOMER NAME], a [corporation/LLC/[OTHER ENTITY TYPE]] formed in [JURISDICTION OF ORGANIZATION] with its headquarters at [ADDRESS] ("**Customer**"). In this Agreement, the Consultant and the Customer are individually referred to as a "**Party**" and collectively as the "**Parties**".

The Consultant possesses the capability and resources to deliver certain [CATEGORY OF SERVICES] Services (as defined below), and the Customer wishes to engage the Consultant to provide these Services in accordance with the terms and conditions outlined herein. The Consultant agrees to perform these Services as specified.

In consideration of the mutual promises and commitments contained in this Agreement, along with other valuable consideration acknowledged by both Parties, the Parties hereby agree as follows.

1. **TERM**

The Consultant shall provide the agreed services to the Customer from [DATE] until [DATE]. This Agreement may be terminated by either Party providing the other with no less than [NUMBER] weeks' prior written notice or as otherwise provided in this Agreement.

1. **PROVISION OF SERVICES**
	1. The Consultant shall promote the interests of the Customer [and any other company in the Customer’s group] and devote as much time as is necessary for the performance of its obligations under this Agreement, and not less than [NUMBER] [hours OR days] in each calendar month to carrying out the following Services and creating the following Deliverables (as defined below) for the Customer:
		1. [DETAILS OF SERVICES] (the “**Services**”)
		2. [DETAILS OF DELIVERABLES] (the “**Deliverables**”).
	2. The Consultant must comply with the Customer’s policies on [social media], [anti-harassment and bullying], [information and communication systems], and [OTHER RELEVANT POLICY].
	3. The Consultant has no authority (and shall not hold itself out as having authority) to bind the Customer unless specifically permitted by the Customer in writing [in advance].
	4. The Consultant shall, to the best of its ability, impart knowledge, information, ideas, suggestions, and advice to the Customer. The Customer shall have the right to make use of the same at any time without additional consideration to the Consultant.
	5. The Consultant must comply with the Customer’s anti-corruption and bribery policy and procedures, as amended from time to time, [AND/OR the relevant laws in [JURISDICTION], [AND/OR the UK Bribery Act 2010], [AND/OR the US Foreign Corrupt Practices Act], [AND/OR the [LEGISLATION]]. Failure to comply may result in the immediate termination of this Agreement.
	6. The Consultant must not engage in any activity, practice, or conduct which would constitute either a domestic tax evasion facilitation offense or a foreign tax evasion facilitation offense under [LEGISLATION]. Failure to comply may result in the immediate termination of this Agreement.
	7. The Consultant may be engaged, employed, or involved in any other business, trade, profession, or activity that does not create a conflict of interest with the Customer. However, the Consultant may not be involved in any capacity with a business that does or could compete with the Customer’s business without the prior written consent of [POSITION].
2. **PREREQUISITES**
	1. The Parties shall cooperate in good faith and exchange any documents or information that may be useful for the proper performance of the Agreement.
	2. In particular, the Customer shall, upon request, promptly provide the Consultant with all information, assistance, materials, and resources that the Consultant may reasonably require from time to time in connection with the provision of Services and the performance of the Consultant’s obligations under this Agreement.
	3. Each Party shall inform the other Party without undue delay of any difficulties encountered in the performance of the Agreement.
3. **FEES AND EXPENSES**
	1. The Customer will pay the Consultant a fee of [CURRENCY AND AMOUNT] per [hour OR per day] [exclusive OR inclusive] of [VAT OR SERVICE TAX]. The Consultant shall submit invoices to the Customer, setting out the hours worked for the Customer during the preceding [month OR PERIOD] as stated on the invoice and any [VAT OR SERVICE TAX] payable (if applicable). The Customer will pay such invoices [within [NUMBER] days of receipt **OR** in accordance with its usual payment terms].
	2. The Customer shall reimburse [the Consultant’s reasonable expenses incurred in providing the Services OR those expenses agreed in advance as necessary for the proper performance of the Services] within [NUMBER] days of receipt of the Consultant’s invoice and all relevant receipts, or other evidence as the Customer may reasonably require, to support the expense in each case **OR [**The Consultant shall bear their own expenses.]
	3. If the Consultant is required to travel abroad to provide the Services, the Consultant shall be responsible for any necessary insurance, inoculations, and immigration requirements.
	4. The Customer is entitled to deduct from the fees (and any other sums) payable to the Consultant any sums that the Consultant may owe to the Customer [or any other company in the Customer’s group] at any time, to the extent permitted by local laws.
4. **CONSULTANT’S OBLIGATIONS**
	1. The Consultant shall:
		1. adhere to all applicable laws and regulations in providing the Services;
		2. maintain accurate records related to the Services, including time and materials used. For the duration of this Agreement and for [NUMBER] years thereafter, upon written request, the Consultant will allow the Customer to review these records and interview any of its personnel and/or contractors, provided the Customer gives reasonable advance notice. Inspections will occur during regular business hours and not more than once per [PERIOD] with minimal business interruption; and
		3. act promptly in all aspects of performance under this Agreement.
5. **CUSTOMER’S OBLIGATIONS**
	1. The Customer shall:
		1. obtain and maintain all necessary licenses, permissions, regulatory approvals, and consents, which may be required for the Customer’s receipt of the Services and/or Deliverables before or on the date on which the Services are to commence;
		2. comply with all applicable laws;
		3. pay any undisputed fees in consideration of the Services under the terms and conditions of the Agreement; and
		4. promptly provide the Consultant with all information, assistance, materials, and resources that the Consultant may require from time to time in connection with the supply of the Services and the performance of the Consultant’s obligations under this Agreement.
6. **INTELLECTUAL PROPERTY RIGHTS**
	1. All intellectual property rights worldwide, including copyrights, patents, inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, confidential information, trade dress, trade names, logos, corporate names, and domain names, together with associated goodwill, derivative works, and all other moral or intangible rights (collectively, "**Intellectual Property Rights**"), in all Deliverables shall be owned solely by the Customer. Where any Deliverable qualifies as a "work made for hire" under applicable law, it shall be treated as such for the Customer's benefit. The Consultant hereby irrevocably assigns, and will ensure that its personnel and contractors also assign to the Customer all rights, title, and interest globally in and to the Deliverables, including all Intellectual Property Rights, with no additional consideration. The Consultant will further ensure that Consultant’s personnel and contractors irrevocably waive any moral rights they may hold in any jurisdiction with respect to the Deliverables, to the extent permitted by law.
	2. Where the Customer provides the Consultant with any materials and/or tools under this Agreement for the provision of the Services and/or the performance of the Consultant’s obligations under this Agreement, the Customer grants to the Consultant a personal, non-exclusive, royalty-free, revocable, non-sublicensable and non-transferable license to use such materials and/or tools.
	3. Notwithstanding this Section 7, each Party shall retain ownership of any Background Materials. For the purposes of this Agreement, “**Background Materials**” means all Intellectual Property Rights that are owned or licensed to either Party prior to the earlier of: (i) the Effective Date of this Agreement; (ii) the commencement of the Services; or (iii) developed by that Party during the duration of, but outside the scope of, this Agreement.
7. **INTELLECTUAL PROPERTY INDEMNITIES**
	1. Where the Consultant provides the Customer with any Deliverables under this Agreement, the Consultant shall indemnify, defend and hold harmless the Customer from and against all liabilities, costs, expenses, damages, and losses (including all reasonable professional costs and expenses) suffered, incurred, or paid by the Customer in connection with any claim brought by a third-party against the Customer that such Deliverables infringe such third-party’s Intellectual Property Rights.
	2. The Customer will indemnify any claim brought by a third-party against the Consultant to the extent that the third-party asserts, with substantiating evidence, that the Consultant’s authorized use of the materials and/or tools provided by the Customer in full compliance with this Agreement directly infringes that third-party's Intellectual Property Rights. The Customer will pay those costs and damages finally awarded against the Consultant and effectively borne by the Consultant that are solely and directly attributable to such claim, or those costs and damages agreed to in a monetary settlement of such claim.
	3. Such indemnification under Section 8.2 is only due by the Customer if the Consultant: (i) has promptly informed the Customer in writing of the existence of such claim; (ii) has allowed the Customer to have sole control of the defense and any negotiations for a settlement; and (iii) actively collaborates in good faith with the Customer, at its request, for the defense or amicable settlement of the dispute.
	4. If a claim or potential claim is to be brought against the Consultant as a result of using the materials and/or tools, or if the Customer believes that may be the case, the Consultant agrees that the Customer may, at its sole option and expense: (i) procure for the Consultant the right to continue to use the materials and/or tools; or (ii) replace or modify the elements in question to remove the grounds for such claim(s).
	5. Sections 8.2-8.4 state the Customer’s entire liability and the Consultant’s sole remedy regarding the infringement of any third-party’s Intellectual Property Rights and/or any other proprietary right arising from this Agreement, which the Consultant expressly acknowledges and accepts.
8. **CONFIDENTIALITY**
	1. From time to time during the duration of this Agreement, either Party (as the "**Discloser**") may disclose or make available to the other Party (as the "**Recipient**"), non-public, proprietary, and confidential information of Discloser [whether or not marked or labeled as "confidential"/that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within [NUMBER] days thereafter, is summarized in writing and confirmed as confidential] ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Recipient's breach of this Section 9; (ii) is or becomes available to the Recipient on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information after due inquiry; (iii) was in the Recipient's possession prior to the Discloser's disclosure hereunder; or (iv) was or is independently developed by the Recipient without using any Confidential Information.
	2. The Recipient shall: (i) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to members of the Recipient's Group who need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. For purposes of this Section 9, "**Recipient's Group**" means the Recipient's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, Consultants, sublicensees, subcontractors, attorneys, accountants, and financial advisors.
	3. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Discloser of such requirements to afford the Discloser the opportunity to seek, at the Discloser's sole cost and expense, a protective order or other remedy.
	4. The Recipient shall be responsible for any breach of the foregoing obligations by any member of the Recipient’s Group.
9. **DATA PROTECTION**
	1. The Consultant shall at all times comply with the provisions and obligations imposed by all applicable laws and regulations relating to the collection, storage, processing and transfer of data relating to natural persons (collectively, “**Data Protection Laws**”). To the extent that the Consultant receives from, or processes on behalf of, the Customer any data relating to natural persons (“**Personal Data**”) that is subject to applicable Data Protection Laws, the Consultant shall:
		1. process, store, transfer, and disclose such Personal Data only for purposes of performing the Services and only in accordance with the Customer’s instructions;
		2. implement technical and organizational measures sufficient to secure such Personal Data against inadvertent disclosure or loss and unauthorized access;
		3. ensure that access to such Personal Data is restricted to its personnel, including subcontractors, who require such access to perform the Services;
		4. ensure the requirements of this Section 10.1 are included in any agreements with subcontractors who will have access to the Personal Data in connection with their subcontracted Services;
		5. strictly comply with all requirements of Data Protection Laws concerning the transfer of Personal Data across national and regional borders;
		6. inform the Customer promptly, and in any event within twenty-four (24) hours, of any data security breach or unauthorized or inadvertent disclosure of Personal Data;
		7. take all other steps reasonably required to assist the Customer in complying with its obligations under any applicable Data Protection Laws; and
		8. indemnify, defend, and hold harmless the Customer against any and all claims or losses arising out of or resulting from any third-party claim arising out of or resulting from the Consultant's negligent, knowing, or willful failure to comply with all applicable Data Protection Laws.
10. **REPRESENTATIONS AND WARRANTIES**
	1. The Consultant represents and warrants to the Customer that:
		1. it will perform the Services using personnel with the necessary skills, experience, and qualifications, in a professional manner, and following recognized industry standards for similar services;
		2. it will allocate sufficient resources to meet its obligations under this Agreement;
		3. to the best of the Consultant's knowledge, neither the Services, the Deliverables, nor the Customer's use of them will infringe any Intellectual Property Rights, including patents, copyrights, or trademarks, of any third-party;
		4. as of the Effective Date, there are no known claims, lawsuits, or other legal proceedings against the Consultant by any third-party for alleged violations of Intellectual Property Rights; and
		5. the Services and Deliverables will meet the specifications and requirements set forth in this Agreement.
	2. Each Party represents and warrants to the other that:
		1. it has the necessary right, power, and authority and has taken or will take all actions required to execute, deliver, and exercise its rights and perform its obligations under this Agreement; and
		2. fulfilling its obligations under the Agreement constitutes binding obligations according to its terms and will not result in: (i) a breach of, or default under, any agreement or instrument to which it is a Party or any commitment by which it is bound; or (ii) violation of any applicable law, order, judgment, decree, or undertaking given to any court or government authority.
	3. The Consultant makes no warranty, express or implied, regarding the results the Customer may achieve from using the Deliverables, nor any warranty of merchantability or fitness for a particular purpose or use. Except as otherwise stated in this Agreement, the Deliverables are provided “as is” and cannot, under any circumstances, be relied upon by the Customer.
	4. All warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are expressly excluded from this Agreement.
11. **TERMINATION**
	1. The Customer may at any time terminate the Consultant’s engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of any accrued fees or expenses as of the date of termination) if the Consultant:
		1. after receiving written notice, willfully neglects to provide the Services or fails to remedy any default in providing the Services;
		2. is in material or persistent breach of any obligations under this Agreement and, if the breach can be remedied, fails to do so within thirty (30) days (or any extended period mutually agreed in writing) after receiving written notice of the breach from the Customer;
		3. is unable to pay its debts when they become due;
		4. becomes insolvent, or an order is issued, or a resolution passed for its administration, winding-up, or dissolution (other than for a solvent merger or restructuring); or
		5. has an administrator, receiver, trustee, liquidator, or similar officer appointed over all or a substantial part of its assets, or enters into or proposes any arrangement or composition with its creditors generally.
	2. In addition, the Customer may terminate this Agreement upon the completion of all Services specified in this Agreement. For clarity, “completion of all Services” means all obligations, Deliverables, and duties outlined in this Agreement that have been fulfilled, unless waived by the Customer.
12. **CONSEQUENCES OF TERMINATION**
	1. Upon the date of termination or expiry of this Agreement for any reason whatsoever:
		1. all Services shall terminate;
		2. all undisputed fees incurred before the date of termination or expiry shall be paid by the Customer;
		3. any provision that expressly or implicitly continues after the expiration or termination of this Agreement will remain in effect; and
		4. all other rights and obligations will immediately cease, without prejudice to any rights, obligations, claims (including claims for damages for breach), and liabilities that have accrued before the date of termination or expiry.
	2. Within twenty (20) calendar days after the date of termination or expiry, except as required by applicable law:
		1. the Recipient shall stop using the Discloser’s Confidential Information;
		2. all Confidential Information (including copies and extracts), along with any other property or materials shared by the Discloser, in the Recipient’s possession or control shall be returned to the Discloser or, at the Discloser’s request, destroyed or rendered unreadable; and
		3. the Recipient shall destroy or permanently erase (if technically feasible without incurring excessive expense or undue effort) all records and documents (in any format) created by or for it that use, relate to, or are based on any Confidential Information of the Discloser.
	3. Notwithstanding the above, the Discloser acknowledges that the Recipient may retain Confidential Information and/or records required to comply with any applicable law, regulatory authority, internal procedure, or for insurance, accounting, or tax purposes. Confidential Information retained for these reasons shall not be used in the ordinary course of business or for any commercial purpose, must be stored in an encrypted, non-production environment, and will remain subject to the confidentiality obligations herein for as long as it is retained. Section 9 will continue to apply to retained Confidential Information and records, which may only be used for these specified purposes.
13. **LIMITATION OF LIABILITY**
	1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD-PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
	2. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND SAVE FOR SECTIONS [INSERT SECTIONS], IN NO EVENT SHALL THE CUSTOMER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO THE CONSULTANT PURSUANT TO THIS AGREEMENT IN THE [NUMBER] [YEAR/MONTH] PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
	3. THE PARTIES EXPRESSLY AGREE THAT: (I) ANY CLAIMS FOR DAMAGES AGAINST THE CUSTOMER ARISING IN CONNECTION WITH THE AGREEMENT WILL BE TIME-BARRED TO TWELVE (12) MONTHS AFTER THE EVENT GIVING RISE TO THE CLAIM; AND (II) UNLESS THE CUSTOMER NOTIFIES THE SERVICE PROVIDER IN WRITING THAT IT INTENDS TO MAKE A CLAIM PURSUANT TO THIS SECTION, THE CUSTOMER SHALL HAVE NO LIABILITY WITH RESPECT TO SUCH CLAIM(S). SUCH NOTICE SHALL IDENTIFY, IN DETAIL, THE EVENT AND GROUNDS GIVING RISE TO THE CLAIM(S).
14. **INDEPENDENT CONTRACTORS**
	1. The Consultant will be an independent contractor, and nothing in this Agreement shall render the Consultant an employee, worker, agent, or partner of the Customer, nor shall the Consultant hold themselves out as such.
	2. The Consultant shall be fully responsible for and indemnify the Customer [or any other company in the Customer’s group] against any liability, assessment, or claim for:
		1. taxation arising in any way from or in connection with the performance of the Services, where such recovery is not prohibited by law; and
		2. any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any substitute against the Customer arising out of or in connection with the provision of the Services, except where such claim is a result of any act or omission by the Customer.
	3. The Consultant shall have liability for, and shall indemnify the Customer [and any other company in the Customer’s group] against, any loss, liability, costs (including reasonable legal costs), damages, or expenses arising from the provision of the Services and shall maintain adequate insurance coverage with reputable insurers acceptable to the Customer for the duration of this Agreement.
	4. The Customer may satisfy any indemnity contained in this Section (in whole or in part) by way of deduction from any payment due to the Consultant, to the extent permitted by law.
15. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Hawaii, without regard to any principles of conflict of laws. Any legal action, suit, or proceeding arising out of or related to this Agreement shall be brought exclusively in the courts of the State of Hawaii, and each Party irrevocably consents to the exclusive jurisdiction of such courts. The Parties waive any objections related to improper venue or the doctrine of forum non conveniens.

1. **NOTICES**
	1. Any notice or other communication given under or in connection with this Agreement will be in writing, in the English language (or any other language expressly agreed between the Parties), marked for the attention of the specified representative of the Party to be given notice, and must be: (i) sent to that Party’s address by pre-paid mail delivery service providing guaranteed next Business Day delivery and proof of delivery; or (ii) sent by email to that Party’s email address. For the purposes of this Agreement, “**Business Day**” means a day that is not a Saturday, Sunday or public or bank holiday in [INSERT].
	2. The address, email address and representative for each Party are set out below and may be changed by that Party giving at least thirty (30) calendar days’ notice in accordance with this Section 17:

|  |  |
| --- | --- |
|  **For [INSERT PARTY]:** |  |
|  Address: | [INSERT] |
|  Email addresses: | [INSERT] |
|  For the attention of: | [INSERT] |
|  |  |
|  **For [INSERT PARTY]:** |  |
|  Address: | [INSERT] |
|  Email address: | [INSERT] |
|  For the attention of:  | [INSERT] |

* 1. Any notice given in accordance with Section 17.1 will be deemed to have been served: (i) if given as set out in Section 17.1(i), at 9.00am on the second Business Day after the date of posting; and (ii) if given as set out in Section 17.1(ii), at the time of sending the email (except that if an automatic electronic notification is received by the sender within four (4) hours after sending the email informing the sender that the email has not been delivered to the recipient or that the recipient is out of the office, the email will be deemed not to have been served), provided that if notice is served before 9.00am on a Business Day, it will be deemed to be served at 9.00am on that Business Day and if it is served on a day which is not a Business Day or after 5.00pm on a Business Day, it will be deemed to be served at 9.00am on the immediately following Business Day.
	2. For the purposes of this Section 17, references to time of day are to the time of day at the address of the recipient Party as referred to in Section 17.2 and references to Business Days are to normal working days in the territory in which such address is situated.
	3. To provide service of a notice it will be sufficient to prove that the provisions of this Section 17 were complied with.
1. **ENTIRE AGREEMENT**

This Agreement represents the entire understanding between the Parties concerning its subject matter and supersedes all prior and contemporaneous agreements, representations, and warranties, whether written or oral.

1. **AMENDMENT**

Any modification, amendment, or supplementation to this Agreement must be in writing and signed by both Parties.

1. **COSTS**

Except where otherwise specified in this Agreement or agreed in writing by the Parties, each Party shall bear its own costs, fees, and expenses related to the negotiation, preparation, and execution of this Agreement.

1. **SEVERABILITY**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity shall not affect any other provision of the Agreement, nor shall it invalidate or render unenforceable that provision in any other jurisdiction.

1. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same document.

1. **ASSIGNMENT AND SUBCONTRACTING**

Neither Party shall transfer, assign, novate, subcontract or otherwise dispose of any or all its rights and/or obligations under this Agreement without the prior written consent of the other Party.

1. **RIGHTS OF** **THIRD PARTIES**

No person other than the Consultant and the Customer shall have any rights under this Agreement. The terms of this Agreement or any part of it may be varied, amended, or modified, or this Agreement may be suspended, canceled, or terminated by a written Agreement between the Parties, or this Agreement may be rescinded (in each case) without the consent of any third party.

1. **WAIVERS**

No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. Any waiver shall not be deemed a waiver of any other failure, breach, or default not expressly identified. A Party's failure to exercise, or delay in exercising, any right under this Agreement does not constitute a waiver of that right, nor does any partial exercise of a right preclude further exercise of that right or any other rights.

1. **LANGUAGE**

In the event this Agreement is translated into a language other than [LANGUAGE], the [LANGUAGE] version shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

 [NAME OF PARTY]

 By:

 Name:

 Title:

[NAME OF PARTY]

 By:

 Name:

 Title: