MANAGEMENT AND ADMINISTRATIVE SERVICES AGREEMENT

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The effective date of this Management and Administrative Services Agreement (the “Agreement”) is [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Company"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [SECOND PARTY NAME]** (the "Service Provider"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

WHEREAS [YOUR COMPANY NAME] wishes to retain the services of [COMPANY NAME] (the “Service Provider”) to provide certain management and administrative services to [YOUR COMPANY NAME];

WHEREAS the Service Provider has the requisite expertise, ability and capacity to provide management and administration services to [YOUR COMPANY NAME] and wishes to provide same;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

**1. SERVICES**

1.1 The Service Provider shall provide to [YOUR COMPANY NAME] the management and administration services set out in Article 1 hereto, as may be amended from time to time:

[DESCRIBE]

**2. FEES**

2.1 In consideration for the Service Provider providing the management and administration services to [YOUR COMPANY NAME] hereunder, [YOUR COMPANY NAME] hereby agrees to pay to the Service Provider a fee in accordance with the terms and conditions set out in Article 1.

**3. TERM**

3.1 The term of this agreement shall commence on [DATE] and shall terminate on [DATE] unless otherwise agreed in writing by the parties hereto.

**4. ACCOUNTING**

4.1 The Service Provider shall keep and maintain at a location designated from time to time by [YOUR COMPANY NAME] fully detailed and proper records regarding all financial transactions involved in the management of [YOUR COMPANY NAME]’s business and shall forward to [YOUR COMPANY NAME] on or before the [NUMBER] day of each month, a statement of receipts and disbursements in a form designated by [YOUR COMPANY NAME]. All such records shall be made available to [YOUR COMPANY NAME] and its representatives at reasonable times whenever requested.

**5. CORPORATE INFORMATION**

5.1 [YOUR COMPANY NAME] shall furnish to the Service Provider from time to time as required all information and all written authorisations or other documents necessary for the Service Provider to perform its duties hereunder.

**6. INDEMNIFICATION**

6.1 [YOUR COMPANY NAME] shall, during and after the termination of this agreement, indemnify and save the Service Provider completely harmless from any and all damages or injuries to persons or property, or claims, actions, obligations, liabilities, costs, expenses and fees arising from any cause whatsoever (except if due to the negligence of the Service Provider or those for whom it is responsible by law), with respect to the performance of its duties hereunder.

**7. TERMINATION**

7.1 On termination of this Agreement:

7.1.1 the Service Provider shall, within [NUMBER] days thereafter, render a final accounting to [YOUR COMPANY NAME] which accounting shall include all adjustments between the parties to ensure that all commitments of the Business are provided for.

7.1.2 the Service Provider shall immediately surrender to [YOUR COMPANY NAME], or as [YOUR COMPANY NAME] may direct, all property, books and records of [YOUR COMPANY NAME] then in the custody of the Service Provider.

**8. GENERAL**

8.1 Nothing contained in this Agreement shall be construed as constituting the Service Provider, a partner of or in joint venture with [YOUR COMPANY NAME].

8.2 The parties shall take all such further actions and execute all such further deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.

8.3 This Agreement shall be construed and interpreted in accordance with the laws of the [State/Province] of [STATE/PROVINCE] and the laws of [COUNTRY] applicable therein.

8.4 This Agreement may be executed in one or more counterparts each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one of the same instrument.

8.5 Any notice or payment to be given under this Agreement shall be in writing and delivered by hand or, except in the event of disruption of postal service, mailed by prepaid registered mail to the party at the address shown below and such notice shall be deemed to have been given on the day of delivery or on the fifth business day after mailing as aforesaid, as the case may be. In the case of a notice alone, such notice may also be sent by telecopier to the relevant party at the telecopier number set out below.

If to [YOUR COMPANY NAME]:

[YOUR COMPANY NAME]

[YOUR COMPLETE ADDRESS]

Attention: [INDIVIDUAL NAME]

Telecopier: [YOUR FAX NUMBER]

If to [COMPANY NAME]:

[COMPANY NAME]

[FULL ADDRESS]

Attention: [INDIVIDUAL NAME]

Telecopier: [FAX NUMBER]

Notice of change of address or telecopy number may be given by any party in the same manner.

8.6 The [COMPANY NAME] hereto have expressly required that this Agreement and all deeds, documents and notices relating hereto be drafted in the English language.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

# COMPANY SERVICE PROVIDER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title