



PaperChase Administrative Solutions

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INDEPENDENT CONSULTANCY AGREEMENT

This Business CONSULTANCY AGREEMENT is made effective on _____

BETWEEN: PaperChase Administrative Solutions (the "CONSULTANT"),

AND: _____ (the "COMPANY"), a company organized and exist under the laws of BERMUDA, with its Office located at:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. INDEPENDENT CONSULTANT

Both the company and the CONSULTANT agree that the CONSULTANT, **Theresa A. Simons**, will act as an INDEPENDENT CONTRACTOR to perform all administrative services in accordance with the terms and conditions set forth in this Agreement. The CONSULTANT will consult with MANAGEMENT concerning matters relating to the organization of the company, their policies, the terms and conditions of services, and generally any matter arising out of the business affairs of the company.

2. TERMS OF AGREEMENT

This Agreement will begin ___/___/_____ and will end ___/___/_____. Either party may cancel this agreement on [] days' notice to the other party in writing.

3. TIME DEVOTED BY CONSULTANT

It is anticipated the CONSULTANT will spend approximately ___HRS/___DAYS/___WEEKS in fulfilling its obligations under this agreement. The particular amount of time may vary from day to day or week to week. However, the CONSULTANT shall devote a minimum of ___HRS per week/month to its duties in accordance with this agreement.

4. PLACE WHERE SERVICES WILL BE RENDERED

The CONSULTANT will perform services at the "company's location". In addition, the CONSULTANT can perform services "after business hours" and/or on "weekends" if the need arises to accommodate the company in accordance with this Agreement.

5. PAYMENT TO CONSULTANT

The CONSULTANT will be paid at a rate agreed upon for work performed in accordance with this Agreement. The CONSULTANT will submit an itemized invoice setting forth the time spent, and service(s) rendered, and the company will pay the amounts due as indicated by invoice(s) submitted by the CONSULTANT within 30 days of receipt.

Payment can be made via direct deposit to HSBC A/C 010-899623-002.

6. CONFIDENTIAL INFORMATION

PaperChase recognizes and acknowledges that this Agreement creates a confidential relationship between PaperChase and Client and that information concerning Clients' business affairs, customers, vendors, finances, properties, methods of operation, computer programs, documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All information received during any furtherance of this Agreement will be treated in full confidence and will not be revealed to any other persons, firms or organizations.

7. NON-DISCLOSURE

PaperChase agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession of control that relates to Client. PaperChase further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

8. ASSISTANTS

The CONSULTANT can hire their own assistant(s) but will be responsible for the assistants' expenses.

9. OFFICE RULES

PaperChase shall comply with all office rules and regulations, including security requirements, when on CLIENTS' premises.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COMPANY

CONSULTANT

Print Name and Title

Print Name and Title

Date

Date