# SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is entered into this 16th day of January, 1927.

#### **BETWEEN:**

# Rosena Crockett of 8714 Barden Gardens North Bay, Washington, United States C1B 6R4

(the "Customer")

OF THE FIRST PART

- and -

Dwana Wheatley of 7605 Ridge Cove Oakville, Goa, India Lorem ipsum arcu sociosqu, eleifend.

(the "Service Provider")

OF THE SECOND PART

#### 1. BACKGROUND

The Customer manages and administers a duly incorporated and lawfully established business which primarily specializes in Lorem ipsum mi urna dapibus, ultricies ante euismod..

It is the belief of the Customer that the Service Provider possesses those skills, qualifications and abilities necessary to provide services to the Customer and further the aims of the Customer's business.

IN CONSIDERATION OF the mutual benefits and responsibilities specified in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, both the Customer and the Service Provider agree as follows:

#### 2. NATURE OF SERVICES

The Service Provider agrees to provide the Customer with the following services, and any other mutually agreed upon services that the Customer may from time to time require (the "Services"):

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ipsum sit.

### 3. TERM OF AGREEMENT

This Agreement will take effect immediately upon execution, and will remain in effect until 1982-08-28.

This Agreement may be modified or terminated as provided herein.

# 4. COMPENSATION

In exchange for providing the Services, the Customer agrees to compensate the Service Provider at an hourly rate of \$4,880.00 Canadian Dollars (CAD). The Service Provider recognizes that the Customer may be required the laws of the State of Washington to deduct any applicable fees or remittances from the Service Provider's compensation.

The Service Provider understands that the above described compensation is to be the sole and exclusive compensation, and that no additional compensation will be provided for the Services.

# 5. REIMBURSEMENT OF EXPENSES

The Customer will reimburse the Service Provider for all reasonable and necessary expenses incurred in connection with providing the Services, on the condition that the Service Provider provides receipts and other applicable statements for each expense.

# 6. PAYMENT SCHEDULE

The Customer will pay the Service Provider twice per month.

# 7. NON-PERFORMANCE PENALTIES

Should the Service Provider fail to perform the requested services in an acceptable time period, the Service Provider will be subject to the following penalties:

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#### 8. AMENITIES

The Service Provider will be provided with or allowed the use of the following amenities:

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# 9. CONFIDENTIALITY

The Service Provider recognizes the need to keep all confidential information absolutely confidential, and prevent its release to the public, as a material term of this Agreement.

The Service Provider agrees not to disclose, report, or use, for any purpose, any of the confidential information disclosed to the Service Provider by the Customer as a result of providing the Services, or which the Service Provider has otherwise obtained or accessed.

All obligations regarding the protection of the confidentiality of the confidential information shall be effective for an indefinite period from the date of this Agreement's expiration or termination, as the case may be.

The Service Provider will be permitted to disclose any of the confidential information in the following circumstances:

- 1. If the Customer has given written consent for the Service Provider to disclose the information to a third party.
- 2. If the Service Provider is required to disclose such information by law or at the request of any governmental, administrative, legislative, or judicial body, provided that the Service Provider will first give prompt notice to the Customer of any possible or prospective orders of disclosure and the Customer has been afforded a reasonable opportunity to prevent or limit such disclosure.

# 10. LEGAL COSTS

Should the Service Provider default on performing the Services, or any other obligation set forth herein, and a legal action is filed by the Customer as a result, the unsuccessful party will pay to the successful party a reasonable sum for the successful party's legal fees. In addition, both parties will pay any sums mandated by the court.

#### 11. GOVERNING LAW

This Agreement shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the Province of New Brunswick without regard to the jurisdiction in which any action or legal proceeding may be initiated.

#### 12. HEADINGS

Headings are inserted for the convenience of the parties only and will not have any bearing on the interpretation or meaning of this Agreement.

# 13. SEVERABILITY

If a court of competent jurisdiction finds any provisions of this Agreement to be unenforceable, it is the desire of both parties that any modifications made to these provisions by a court of competent jurisdiction be made only to the extent necessary to ensure that the provisions are enforceable, as determined by the reasonable judgement of the court.

Should any provisions in this Agreement be invalid or unenforceable, those provisions shall have no bearing on the remaining provisions of the Agreement. All other provisions will be valid, and fully enforceable; further, any partially unenforceable provisions will be enforced to as great an extent as possible.

#### 14. BINDING EFFECT

The covenants and obligations set forth in this Agreement shall be binding on and inure to the benefit of the heirs, executors, successors, legal representatives, administrators, and assigns of the Customer and the Service Provider.

# 15. TERMINATION

Either the Customer or the Service Provider may terminate this Agreement by providing the other party with Lorem ipsum pulvinar duis, hendrerit. written notice.

The Service Provider's duties and obligations under this Agreement will end upon termination of this Agreement by either party, or upon the Service Provider ceasing to be engaged by the Customer.

# 16. ADDITIONAL PROVISIONS

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2. Lorem ipsum vitae convallis rhoncus, urna facilisis viverra.

- 3. Lorem ipsum sapien torquent, etiam pharetra.
- 4. Lorem ipsum varius lacus velit est, leo porta taciti.

5. Lorem ipsum proin ornare tempus, torquent lacinia mauris.

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#### 17. FULL AND FINAL AGREEMENT

This Agreement comprises the entirety of the terms and conditions of the provision of the Services, as understood and agreed upon by the Service Provider and the Customer. Both parties state that they have not made any representations regarding the subject matter of this Agreement except the representations specifically set forth in this Agreement; there are no further items or provisions, either written or oral.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this 16th day of January, 1927.

Rosena Crockett (Customer)

(SEAL) Dwana Wheatley (Service Provider)

Witness:

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