MANAGEMENT SERVICES AGREEMENT

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This Management Services Agreement (the “Agreement”) is effective [DATE],

**BETWEEN: [FIRST PARTY NAME]** (the "Purchaser"), a company organised and existing under the laws of [COUNTRY], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [SECOND PARTY NAME]** (the "Company"), a company organised and existing under the laws of [COUNTRY], with its head office located at:

[COMPLETE ADDRESS]

**AND: [THIRD PARTY NAME]** (the "Manager"), an individual with his/her main address located at:

[COMPLETE ADDRESS]

WHEREAS by the Asset Purchase Agreement dated as of the date hereof (the “Asset Purchase Agreement”, attached hereto as Appendix A), the Purchaser has purchased certain assets of the [SPECIFY] business of the Company (the “Business”);

WHEREAS the Purchaser wishes to engage the Company to provide the services of [SPECIFY] to the Business;

WHEREAS [INDIVIDUAL NAME] referred hereto as the Manager, is employed by the Company, and in engaging the services of the Company hereunder, the Purchaser is doing so *in re*liance upon the Company’s ability to provide the services of the Manager to perform the duties set out under this Agreement;

WHEREAS the Manager has been working in the Business for many years and is knowledgeable of the Business;

WHEREAS the Asset Purchase Agreement requires that the Purchaser, the Company and the Manager enter into a Non-Competition and Non-Solicitation Agreement (Appendix B);

IT IS HEREBY AGREED THAT:

1. **TERM**

The term of this Agreement shall be for a period of [NUMBER] years commencing on [DATE], and terminating on [DATE], subject to any renewal of the Agreement pursuant to Section [SPECIFY] hereof and subject to earlier termination of this Agreement pursuant to Section [SPECIFY] hereof (the “Term”).

1. **MANAGEMENT SERVICES**

Throughout the Term and in accordance with this Agreement, the Company shall provide the services of the Manager for a minimum of [NUMBER] hours per year to perform such duties as the Purchaser may require for the Business, including the purchase of [SPECIFY] for the Business.

The Company shall provide the services of the Manager to the Purchaser, it legal successor or affiliate in the region of [STATE/PROVINCE], and the Manager may also perform his work and services in such other places within [COUNTRY] as the Purchaser may require from time to time.

1. **MANAGEMENT SERVICE FEES**
   1. **Fee**

In consideration of the services of [SPECIFY] to be provided by the Company throughout the Term, the Purchaser shall pay the Company an annual fee of [AMOUNT] in [COUNTRY] currency, payable in equal consecutive weekly instalments of [AMOUNT] a week. Notwithstanding the date of this Agreement, this fee shall be payable as and from [DATE].

* 1. **Commissions**

The aggregate amount of all commissions paid or payable by the Purchaser to the Business (net of reasonable expenses acceptable to the Purchaser) *in re*spect of all purchases of [SPECIFY] made through the Business from [DATE] to the date of this Agreement inclusively, with the exception of commissions earned by the the Manager on [NUMBER]) truckloads of [SPECIFY] delivered by the Business to the Purchaser during the week of [DATE] to [DATE], will be applied against the fees payable to the Company during the first year of the Term of this Agreement.

1. **COMPANY’S COVENANTS**
   1. **Service**

The Company shall cause the Manager to devote his full business and professional time, effort, skill attention and ability to the business of the Purchaser and shall well and faithfully serve the Purchaser and shall use his best efforts to promote and advance the interests of the Purchaser.

* 1. **Rules and Regulations**

The Company shall cause the Manager to bound by and faithfully observe and abide by all the reasonable rules and regulations of the Purchaser from time to time in force which are brought to his notice and shall at all times obey and comply with the proper directions and orders given by the President or Chairman of the Purchaser.

* 1. **Non-Disclosure**

The Company shall not (either during the Term or at any time thereafter) disclose any information relating to the private or confidential business affairs of the Purchaser or relating to any secrets of the Purchaser to any person other than for the Purchaser’s purposes and shall not (either during the Term or at any time thereafter) use for his own purposes or for any purposes other than those of the Purchaser any such information or secrets he may acquire *in re*lation to the Business.

The Company shall cause the Manager not (either during the Term or at any time thereafter) disclose any information relating to the private or confidential business affairs of the Purchaser or relating to any secrets of the Purchaser to any person other than for the Purchaser’s purposes and shall not (either during the Term or at any time thereafter) use for his own purposes or for any purposes other than those of the Purchaser any such information or secrets he may acquire *in re*lation to the Business.

* 1. **Manager Covenants**

Concurrently with the signature of this Agreement, the Company shall cause the Manager to personally intervene into this Agreement to expressly acknowledge the terms and conditions of this Agreement and to accept to be bound thereby.

1. **TERMINATION OF AGREEMENT**
   1. **Termination for Just Cause**

The Purchaser may terminate this Agreement at any time for Just Cause (as hereinafter defined) without payment of any compensation either by way of anticipated earnings or damages of any kind. For the purposes of this Agreement, “Just Cause” means the continued breach of this Agreement by the Company or by the Manager after [NUMBER] written warnings to such effect, deliberate action to injure or show disloyalty to the Purchaser or theft or fraud against the Purchaser.

* 1. **Termination due to Incapacity**

Notwithstanding any other provisions of this Agreement, the Purchaser may terminate this Agreement at any time upon [NUMBER] weeks prior written notice if the Manager has not been able to work for a period of [NUMBER] consecutive months. In the case of disability or incapacity of the Manager, the Company may, however, provide the services of another individual to temporarily perform the services of the Manager hereunder so long as such individual performs such services to the satisfaction of the Purchaser.

* 1. **Return of Property**

Upon any termination of this Agreement for any reason whatsoever, the Company shall at once deliver and the Company shall cause the Manager at once to deliver to the Purchaser all books, documents, effects, money, securities or other property belonging to the Purchaser or for which the Purchaser is liable to others, which are in the possession, charge, control or custody of the Company or of the Manager.

1. **RENEWAL OF AGREEMENT**
   1. The Purchaser may offer to renew this Agreement in accordance with the terms and conditions hereof for further periods of [NUMBER] year each by giving notice in writing to the Company not later than [NUMBER] months prior to the expiry of the Term or the renewal thereof. Such notice shall include the Purchaser’s proposals for any changes in terms or conditions of this Agreement. The Company shall communicate its acceptance of such offer by giving notice in writing thereof to the Purchaser no later than [NUMBER] weeks after receipt of the said offer. Any proposed changes in management services fees or other terms and conditions shall be agreed upon in writing between the parties.
   2. Failing such renewal and acceptance thereof, this Agreement shall terminate at the end of the Term or of the renewal term, as the case may be, without further notice and termination payments.
2. **SEVERABILITY**

If a court of competent jurisdiction adjudges, declares or decrees any portion of this Agreement void or unenforceable, such portion shall, automatically and without further act on the part of the parties hereto, be reduced in scope, territory or duration of time to such an extent that the court would hold the same to be enforceable in the circumstances before the court, or, if the court is unwilling to do so, shall be deemed void and severed herefrom.

1. **WAIVER RESTRICTIONS**

The failure of either Party hereto at any time to require strict performance of any of the terms and conditions hereof by the other Party hereto, shall not be construed as a waiver or relinquishment of any such term or conditions, nor shall such failure be construed to waive, relinquish or diminish the former’s right thereafter to demand strict compliance therewith or with any other provisions of this Agreement. The waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion, and no waiver hereunder shall be effective unless it is in writing and signed by the Party granting such waiver.

1. **SUCCESSOR RIGHTS**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, legal representatives and successors. Without limiting the generality of the foregoing, this Agreement and the undertakings herein contained shall survive any amalgamation or corporate reorganisation of the Purchaser, such that the resulting entity shall benefit therefrom and be entitled to enforce them against the Company to the same extent as if it had been an original party hereto and had signed same.

1. **ASSIGNMENT RESTRICTIONS**

The rights and obligations of any Party hereunder shall not be assigned without the unanimous express consent of the parties hereto. For the purposes of greater certainty, the transfer and assignment of such rights and obligations to a successor company to the Purchaser as a result of an amalgamation or corporate reorganisation, including transfer of assets, shall not be subject to any assignment restriction.

1. **COUNTERPARTS**

The parties hereto hereby agree that this Agreement may be executed in counterparts and that each party who has executed this Agreement shall be bound by the terms hereof notwithstanding the absence of the signature of any other Party hereto.

1. **INDEPENDENT LEGAL ADVICE**

Each Party hereby acknowledges having received independent legal advice prior to entering into this Agreement.

1. **NOTICES**

Any notice, demand or other communication required or permitted to be given to any Party hereunder shall be in writing and shall be personally delivered to such Party or a responsible officer of such Party; or, sent by first class registered mail, postage prepaid; or, by telecopier, charges prepaid, confirmed by prepaid registered mail.

Any notices given pursuant to this Agreement shall be sent to the parties at their respective addresses set out below.

In the case of a notice to the Purchaser at:

Personal and Confidential

[NUMBER]

Attention: [NUMBER]

Fax No.: [NUMBER]

In the case of a notice to the Company:

[COMPANY NAME]

[FULL ADDRESS]

[STATE/PROVINCE]

Fax No.: [NUMBER]

or at such other address as the Party to whom such notice is to be given shall have last notified to the Party giving the same in the manner provided herein. Any notice given by personal delivery shall be deemed to be given and received on the date of delivery provided that if such day is not a business day, then the notice shall be deemed to have been given and received on the business day next following such day. Any notice transmitted by telecopier shall be deemed to have been given and received on the day of its transmission if such day is a business day and if not, on the next following business day. Any notice sent by first class mail shall be deemed to have been given two business days after mailing.

1. **ARBITRATION**
   1. In the event of any dispute between the parties hereto arising out of this Agreement, the matter in dispute shall be referred to arbitration in accordance with this Section. A Party may make a demand for arbitration by written notice to the other parties, stating the matter and amount in dispute. The matter in dispute shall be referred to a single arbitrator agreed to by the parties. If they are unable to agree upon the appointment of such arbitrator, then upon the application of any Party, the arbitrator shall be appointed by a Justice of the Superior Court of the Province of [STATE/PROVINCE], sitting in and for the District of [STATE/PROVINCE], Province of [STATE/PROVINCE], or any successor or replacement court thereto.
   2. The arbitration hearing shall be held in [CITY], [STATE/PROVINCE] and commence no later than [NUMBER] business days following appointment of the arbitrator.
   3. The arbitration shall continue, if necessary, at any date and place to be fixed by the arbitrator.
   4. The arbitration shall adjourn in the manner and during the hours fixed by the arbitrator.
   5. Save and expressly modified herein, the present arbitration will be governed by Articles [NUMBER] and following of the [ACT/LAW/RULE] and the arbitrator shall have the powers set forth therein.

14.6. The arbitrator shall not act as an amiable compositeur (within the meaning of the [ACT/LAW/RULE] of [STATE/PROVINCE]).

* 1. Should the arbitrator for any reason refuse or be unable to continue his functions as arbitrator, then a replacement shall either be agreed to by the parties within one week of their becoming aware of the arbitrator’s inability or refusal to continue or, in default of such agreement by a said Justice of the Superior Court on the application of any Party.
  2. The parties shall be entitled to be represented at the arbitration by legal counsel and shall be entitled to adduce evidence.
  3. The arbitrator shall have the power, if he sees fit, to appoint experts to assist him in his decision. Any costs or fees charged by experts shall form part of the costs of the arbitration and be paid in the manner hereafter contemplated.
  4. In the final award, the arbitrator shall apportion costs and interest, if any, in the manner he sees fit.
  5. The arbitrator shall render the award in writing, and such award shall be final, binding and without appeal, but shall be subject to deposit and homologation pursuant to the [STATE/PROVINCE] [ACT/LAW/RULE] and the arbitrator shall render his award within [NUMBER] days from the end of the hearing and the arguments, but his failure to do so within that delay shall not invalidate the award.
  6. The [YOUR COUNTRY LAW] waive any requirement that the arbitrator be sworn and waive any cause of action against the arbitrator except for gross negligence.

1. **PREAMBLE**

The content of the preamble to this Agreement forms part of the agreement of the parties hereto and should be interpreted as such.

1. **AMENDMENTS TO AGREEMENT**

This Agreement cannot be amended or otherwise modified without the unanimous prior written consent of the parties hereto.

1. **GOVERNING [YOUR COUNTRY LAW]**

This Agreement and the rights and obligations of the parties hereto shall be governed by and interpreted in accordance with the [YOUR COUNTRY LAW] of the Province of [STATE/PROVINCE] and the [YOUR COUNTRY LAW] of [COUNTRY] applicable therein.

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

PURCHASER COMPANY

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

MANAGER

Authorised Signature

Print Name and Title

**APPENDIX A**

**ASSET PURCHASE AGREEMENT**

**APPENDIX B**

**NON-COMPETITION AND NON-SOLICITATION AGREEMENT**