

SERVICES AGREEMENT
Between

Stoughton Ltd.

And

THE PRINCIPAL

The Entity

Dated:

This Agreement dated _____ is made between

STOUGHTON LIMITED ("Stoughton") of 10 Anson Road #10-07 International Plaza, Singapore 079903 AND

THE PRINCIPAL as specified in Schedule 4.

1. DEFINITIONS

1. In this Agreement the words and expressions set out in Schedule 1 shall have the meaning as therein defined.
2. References to Clauses, Paragraphs and Schedules are to clauses and paragraphs of and schedules to this agreement.
3. Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporate.
4. Headings are for convenience only and shall not affect the construction of this agreement.

2. REQUEST FOR SERVICES

1. The Principal has requested that Stoughton provide Appointees to take up the Appointments and provide Services to the Entity.

3. ARRANGEMENT OF APPOINTMENTS

1. Stoughton will arrange for Appointees to consent to Appointments and provide Services to the Entity.

4. PAYMENT OF FEES

1. The Principal will effect payment within thirty days of the date of issue of any Fee Notes.
2. Stoughton is authorised to effect payment of such Fee Notes on the Principal's behalf from any funds, bank accounts or other assets held by or for and on behalf of the Entity, the Principal or any other Entities of the Principal, provided that no such payment shall be effected unless prior Notice thereof has been given to the Principal. The Principal will always remain primarily liable to Stoughton for the payment of all Fees.

5. UNDERTAKINGS BY THE PRINCIPAL

The Principal hereby undertakes, warrants and shall procure that:

1. all acts required to be done by Stoughton or the Appointees comply or will comply with all laws affecting or binding upon the Entity, Stoughton, and the Appointees, and that all statements, documents and contracts of whatsoever nature which are the subject of instructions will be true, accurate and lawful.
2. the Entity will keep proper accounts and will file tax returns, company returns and all papers and documents which are required by law to be filled with any authority and that all fees and taxes required to be paid by the Entity will be duly paid by the Entity and/or the Principal
3. Stoughton and the Appointees shall be kept informed of any and all matters

affecting the Entity's affairs in general and in particular any liabilities, whether actual, potential or contingent and all other information which may be necessary in order for Stoughton or the Appointees to carry out the Services.

4. he will indemnify and keep indemnified each of Stoughton and all of Stoughton's directors, agents, employees and the Appointees agents against all costs, expenses, outgoings, claims, demands, liabilities and obligations which Stoughton and/or Stoughton's directors, agents, employees or the Appointees incur or may incur in any way whatsoever and against all actions, suits, proceedings, claims or demands of any nature whatsoever which are made or may be made against Stoughton, and/or Stoughton's directors, agents, employees or the Appointees in relation to and pursuant hereto or by reason of anything omitted to be done or of any failure to do or perform any act or service which ought to have been done or performed by Stoughton and/or Stoughton's directors, agents, employees or the Appointees in relation and pursuant hereto.

Notwithstanding any termination of the Agreement, this indemnity shall endure and endure for the benefit of Stoughton and all of Stoughton's directors, agents, employees and the Appointees in respect of all acts performed by them in the interest of the Entity and/or the Principal both prior to and subsequent to the termination.

6. EXCLUSION OF LIABILITY

Neither Stoughton nor the Appointees shall be liable in respect of anything done, or omitted to be done, by Stoughton or the Appointees unless there was bad faith on the part of Stoughton or the Appointees. Stoughton or the Appointees shall be entitled but not obliged at any time, to do or refrain from doing any act without reference to the Principal or the Authorised Person if in the absolute discretion of Stoughton or the Appointees it is considered to refrain from doing so.

7. TERMINATION

1. Stoughton may terminate this Agreement at any time by giving summary Notice to the Principal.
 1. if the Principal shall have committed any breach of his obligations under this Agreement, non payment of Fees within the period stipulated in Paragraph 4.1 herein being deemed to be a breach for this purpose.
 2. if the principal shall have become insolvent or have committed an act of bankruptcy or compounded with the Principal's creditors generally.
 3. if the Principal shall have been charged or convicted of a criminal offence in respect of which a penalty of imprisonment could be imposed.
2. Either Party may terminate this Agreement by giving the other party thirty days' notice of such intention.
3. Upon termination pursuant to Clause 8.1, the Principal and the Entity shall procure that all such acts are done as may be necessary to amend the relevant corporate registrations and to execute the relevant documents to complete the transfer of the Appointments and the Services from Stoughton and the Appointees to the Principal or his nominated replacements, as appropriate.
4. Stoughton and/or the Appointees may, at their discretion, suspend the Services from time to time if the Principal is in breach of this Agreement or any other agreement between Stoughton and the Principal.
5. If the resignation of an Appointee is invalidated by the operation of any legislation, the Principal shall within 14 days of receipt of the Notice, procure a suitable replacement, failing which the Appointee and/or Stoughton shall be entitled without prejudice to all other rights accruing to any of them under this Agreement to apply to the Court for specific performance, an order that the Entity be wound up, damages, costs and/or other reliefs or to procure the Entity to be struck off the Register of Companies and that the Principal shall be liable to reimburse the Appointee and/or Stoughton for all fees, costs, legal costs on an solicitor and client basis and all expenses incurred.

8. JOINT AND SEVERAL LIABILITY

The obligations of the Principal, (if more than one person) are joint and several and shall bind the legal representatives, heirs, successors and assigns of the Principal.

9. CHANGE OF COMPOSITION

The Principal's undertakings and obligations herein shall not be affected by any change in

the composition of Stoughton or its shareholders or in the identity of the Appointees and shall continue for the benefit of any heirs, successors or assigns of Stoughton or of the Appointees and shall continue notwithstanding the termination of this Agreement.

10. CONSENT TO ASSIGNMENT

This Agreement shall only be assignable by the Principal with the prior written consent of Stoughton and the Appointees.

11. ENTIRE AGREEMENT

This Agreement (together with the schedules) constitutes the entire Agreement between the Parties.

12. SEVERABILITY

If at any time any one or more provisions or parts thereof contained in this Agreement shall become illegal, invalid or unenforceable under law, the validity, legality or enforceability of the remaining provisions or parts thereof contained herein shall not in any way be affected.

13. COUNTERPARTS

The Agreement may be executed in two or more counterparts and any single counterpart or set of counterparts, signed in either case by all of the parties shall be deemed to be an original and all taken together shall constitute one and the same instrument and where a counterpart is executed and despatched by facsimile transmission, such facsimile copy shall remain a binding and legally enforceable document until superseded by the receipt of the original executed document.

14. ARBITRATION

Any dispute arising out of or relating to the contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law ("UNCITRAL") Arbitration Rules as at present and from time to time in force and as may be amended by the rest of this Clause. The appointing authority shall be the Singapore International Arbitration Centre ("SIAC") and any such arbitration shall be administered by SIAC in accordance with SIAC Procedures for Arbitration in force at the date of this contracts and from time to time including such additions to the UNCITRAL Arbitration Rules as are therein contained.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Laws of the British Virgin Islands. The parties hereto irrevocably submit to the non-exclusive jurisdiction of the Courts of the British Virgin Islands.

Signed by _____
For and on behalf of STOUGHTON LIMITED

Signed by _____
As Principal

Signed by _____
As Principal

Signed by _____
As Principal

DEFINITIONS

“Stoughton”: Stoughton Limited

“Appointees”: any individuals or companies who or which are appointed to perform any Services and their alternates, attorneys, authorised representatives, replacements or substitutes' who or which may be appointed from time to time.

“Appointments”: the Appointments which are re listed in Schedule 3, and any further Appointments arranged by Stoughton pursuant to instructions will be deemed to have commenced on the first day of the month in which the fir Appointment is made.

“Authorised Persons”: the persons whose names, addresses and specimen signatures are given in Schedule 4 and are thereby authorised by the Principal to give instructions to Stoughton in respect of the Entity and any persons who may subsequently be authorised in writing by the Principal to give instructions to Stoughton in respect to the Entity.

“Entity” : The Company or the Trust or any other entity as specified in Schedule 2.

“Fees”:

I. This term includes or may include:

- A. Appointment Fees due to Stoughton for arranging Appointees.
- B. All incidental disbursements including but not limited to reimbursement of Premiums incurred for Directors and Officers Liability Insurance maintained in favour of the Appointees as shown in Schedule II hereto and any outside professional, audit, legal or other fees incurred in pursuance of the affairs of the Entity further to the instructions received.
- C. Service Fees due to Stoughton for Services performed by Appointees.
- D. Reimbursement of all costs and expenses including but not limited to costs of collection of the Fees set out in these Paragraphs I, II, III and IV.

II. Stoughton reserves the right to impose an Administration fee of 2% compounded monthly from the date of the Fee Note on unpaid amounts in excess of thirty days.

III. Stoughton reserves the right to recover from the Principal or the Entity, fees due to Stoughton by the Principal which have been incurred previously or may be incurred at some future time pursuant to any other Agreement written or verbal which existed or exists, or any exist at some future time between Stoughton and the Principal.

IV. Schedule II hereto which may be amended by Stoughton from time to time in accordance with its then current tariff, sets out the current basis and quantum of the Fees applicable as at the date of the Agreement.

“Fee Notes”: Invoices issued by Stoughton and addressed to the Principal or according to his instructions setting out the Fees due for the period stated. At the request of the Principal, a Fee Note may be made out to a party other than the Principal.

“Instructions” the instructions, requests or suggestions of whatsoever description received by Stoughton from the Principal or from and Authorised Person whether in writing and transmitted by any means whatsoever including hand deliver, courier packed, mail or facsimile, or communicated verbally by means of personal or electronic communication, or communicated by, or on behalf of the Principal or an Authorised Person (or which Stoughton or the Appointees may believe were communicated by a third party for on on behalf of the Principal or an Authorised person) in any manner whatsoever (whether authenticated or not) or in accordance with such manner as may have been prearranged with Stoughton from time to time.

“Notice” Notice in writing sent by Registered Mail by one Party to the other Party’s address shown in the Agreement or to such other address as the Party concerned may have notified to the other Party in accordance with the Clause and any such notice will be deemed to be served on the day seven days after the date of despatch or notice in writing by facsimile transmission to the other Party’s last know facsimile number when electronic confirmation of receipt of the number is received and any such notice will be deemed served on the day after date of the facsimile transmission and electronic receipt.

“Principal” the person whose name, address and specimen signature is set out in Schedule 4, or his executors, heirs, successors or assigns.

“Services”: the person whose name, address and specimen signature is set out in Schedule 4, or two executors, heirs, successors or assigns.

Summary Notice”: notice in writing as defined under “Notice” above except that in the case of Summary Notice such notice sent by Registered Mail will be deemed to be served on the date of despatch, and such notice sent by facsimile transmission will be deemed to be served on the date of facsimile transmission and electronic receipt.

Schedule 2
THE ENTITY

Name:

Place:

Date:

Registration Number:
(If Any)

Schedule 3
THE APPOINTMENTS

APPOINTMENTS	TYPE	SERVICES REQUIRED (check all that apply)
DIRECTOR(S):	Personal -Resident	_____
	-non-Resident	_____
	Corporate	_____
SHAREHOLDERS:	Personal	_____
	Corporate	_____
BANK SIGNATORY:	Personal	_____
	Corporate	_____
COMPANY SECRETARY:	Personal	_____
	Corporate	_____

Schedule 3
PRINCIPALS & AUTHORISED PERSONS(S)

Name of Principal	Address	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____