

PROFESSIONAL SERVICES AGREEMENT

This agreement is entered into as of _____, by and between the Premium Recovery Services, Inc.(Vendor), a New Hampshire Corporation and _____ a _____ Corporation(Purchaser).

FOR AND IN CONSIDERATION OF the mutual promises herein contained, Vendor and Purchaser agree as follows:

1. SERVICES- Vendor shall perform for Purchaser the services listed in the "Scope of Services" section of Appendix A attached hereto.
- 2.RATE OF PAYMENT FOR SERVICES- Purchaser shall pay Vendor for services in accordance with the schedule set forth in Appendix B attached hereto.
- 3.CONFIDENTIAL INFORMATION- Neither party hereto shall disclose to any nonparty to this agreement any confidential information of the other. "Confidential Information" does not include any information known prior to negotiations leading to this agreement and any information that is generally known or easily obtainable by a nonparty.
- 4.EMPLOYEES- Neither Vendor or representatives of the Vendor are or shall be considered employees of the purchaser. Vendor shall take appropriate measures to ensure that its representatives are competent and will not breach section 3 of this agreement.
- 5.TERMINATION- Services under this agreement shall terminate upon the sooner of: (1) the completion of the services by Vendor; or (2) thirty days after written notice from either party
- 6.WARRANTY- Vendor warrants to Purchaser that all services performed will be by qualified personnel, subject to such supervision and instructions as may be provided or imposed by Purchaser
7. INDEMNITY- Each party agrees to indemnify and hold harmless the other party against any loss, liability or damage arising directly or indirectly from any act, error or omission committed by it, unless and to the extent that such loss, liability or damage is or was attributed to actions, errors and omissions of the other party.
8. NOTICES- Any notices in connection with the subject matter of this Agreement shall

be in writing and shall be effective when delivered to the other party

9. ASSIGNMENT- Neither this agreement nor any interest hereunder may be assigned or otherwise transferred to a third party.

10. ESTIMATES- Any estimates given by Vendor for duration, costs or otherwise which may be rendered with respect to services are given in good faith, but are not to be construed as a guaranty or warranty by the Vendor

11. LAW- Vendor shall comply with all applicable laws in performing services. This agreement shall be construed in accordance with the laws of the State of New Hampshire.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their officers thereunto duly authorized as of the date first written above.

Premium Recovery Services, Inc. "Purchaser"

By _____
Title _____
Address _____

By _____
Title _____
Address _____
