

GENERAL CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made effective as of May 31, 2007, by and between Acme Products of 123 Main St., Anytown, California 12345, and Wiley Coyote, Inc. of 321 Oak St., Anytown, Arizona 54321. In this Contract, the party who is contracting to receive services will be referred to as "Acme," and the party who will be providing the services will be referred to as "Wiley Coyote."

1. DESCRIPTION OF SERVICES. Beginning on May 31, 2007, Wiley Coyote will provide to Acme the following services (collectively, the "Services"):

Testing of experimental products.

2. PAYMENT FOR SERVICES. In exchange for the Services Acme will pay compensation to Wiley Coyote for the Services in the amount of \$5,000.00. This will be payable in a lump sum upon completion of the Services.

3. TERM. This Contract will terminate automatically upon completion by Wiley Coyote of the Services required by this Contract.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Wiley Coyote in connection with the Services will be the exclusive property of Acme. Upon request, Wiley Coyote will execute all documents necessary to confirm or perfect the exclusive ownership of Acme to the Work Product.

5. CONFIDENTIALITY. Wiley Coyote, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Wiley Coyote, or divulge, disclose, or communicate in any manner, any information that is proprietary to Acme. Wiley Coyote and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Upon termination of this Contract, Wiley Coyote will return to Acme all records, notes, documentation and other items that were used, created, or controlled by Wiley Coyote during the term of this Contract.

6. INDEMNIFICATION. Wiley Coyote agrees to indemnify and hold Acme harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Acme that result from the acts or omissions of Wiley Coyote and/or Wiley Coyote's employees, agents, or representatives.

**** THIS IS A SAMPLE. DOCUMENT CONTINUES ON SUBSEQUENT PAGES ****