

Agency contract

finally to in

Between of the:

Business consulting economics

Kanzlei Ulf Brosowski

Rue d'Or.9

1700 Fribourg / Switzerland

(the Office)

and that

.....
.....
.....

in the following client mentioned.

CONSIDERING ITS THAT:

the client with it in agreement explains itself, the Office to its economic adviser on the conditions in requirement, specified down, to take AS WELL AS THAT the Office one as the international net of the IPMT - International Partner & Management Transfer Corp. belonging company, this is gladly supported on the conditions specified down the economic activity exercised by the client, THE FOLLOWING WAS AGREED UPON:

§ 1 contractual item

The subject of the available contract is international bringing in the consultation by the "Kanzlei Ulf Brosowski" and their partners.

§ 2 qualification of the "Kanzlei Ulf Brosowski"

1. The Office explains that all act actions and legal transactions, which belong to the range of the services resulting from the present Treaty with largest care as well as after best knowledge and certain are exercised.
2. The Office may give the contribution of services in order, in particular to the international partner structure of the Office belonging enterprises.

§ 3 mode of the placing of order

the Contracting Parties decide that the client will give its orders as follows, if the parties do not agree upon other mode for the respective order:

1. Each individual service is furnished on express desire of the client.

2. The orders can be only given by the persons authorized to the agency of the client or other persons, who have a written authority for completion of the order.
3. The orders are given as follows:
 - o in writing with signature of the proxy's person (by post office or by fax)
 - o by telephone
 - o by E-Mail
 - o verbally during the direct meetings with the client (taken up with the dictating machine).
4. As well as the order is to cover a re-capitulatory description of circumstances, an inquiry or a problem, the subject of the order is the expected duration of the job execution. The order should all the client available and documents connected with the order be added.
5. The order becomes of the "Kanzlei Ulf Brosowski" confirm.
6. The Office can make the order completion dependent on the previous pre-payment which can be carried out from the client to on the remuneration, which may not exceed however 50 % of the prospective remuneration, as well as on the pre-payment on different costs, e.g. notary's office or court fees, whose height of the Office is to be specified.

§ 4 remuneration of "Kanzlei Ulf Brosowski"

1. The remuneration of the Office and their partners is computed due to the actual time spent by the co-workers as well as the appropriate on the day of the placing of order valid hourly rates, which are computed within the European Union in EURO and outside of the euro zone in USD or AUD.
2. The hourly rates documented in the enclosed honorarium code of the IPMT Corp. exactly and lie at present between 40.00 up to 165.00 € / hour via begun.
3. The Office is to be changed entitled the hourly rates of individual co-workers.
4. The Office will inform the client on its desire about the valid in each case hourly rate of the individual co-workers and partners.
5. The Contracting Parties can specify the remuneration in special cases overall (order budget), before with the job execution one begins.
6. Except the remuneration computed due to the hourly rates the client is committed to settle all costs which stand with the order in the connection and are carried of the Office and their partners, e.g. to court and notary fees, costs of sworn in translations, travels of co-workers of the Office and their partners as well as their overnight accommodation and food supply, if journeys are necessary regarding the job execution in and outside of Europe.
7. The costs as per § 4 exp. 6 are included against proof of the remuneration of the Office.

§ 5 payment of the remuneration

1. VAT - facture or calculations are issued for in the respective month the furnished services.
2. The client is obligated to settle the remuneration as per § 4 within 14 days after the calculation feed to the address specified by it in the available contract. The compensation sum the value added tax (value added tax, VAT - tax) is included in accordance with the valid regulations.
3. The remuneration is paid by a bank credit transfer on in the VAT - invoice or the calculation bank account specified of the Office.
4. As payment the day is considered, on which the whole amount proven in the calculation is credited to the bank account by the Office.
5. The person responsible on the part of the client for all affairs which are connected with the remuneration payment is:
.....
.....
.....
Telephone:
Fax:
E-Mail:
6. With a delay of the remuneration payment of over 30 days the “Kanzlei Ulf Brosowski” the right to refuse the acceptance from new orders to or to limit the work on the current orders, until the client submits the confirmation for the payment of the overdue amount.
7. With delay of the remuneration payments of over 30 days the “Kanzlei Ulf Brosowski” entitled to compute the legal interests on this overdue amount.

§ 6 privacy

1. The Contracting Parties commit themselves to keep all secret in the context of cooperation to the knowledge arrived information, which concerns the client.
2. It is permissible to transmit the necessary information at enterprises as per § 2 exp. 2 provided that these commit themselves to the privacy.

§ 7 addresses of the Contracting Parties

The correspondence of the Contracting Parties, under it also the orders, are addressed to those addresses in the following specified:

Kanzlei Ulf Brosowski
Rue d'Or.9
CH-1700 Fribourg

Client

name/company:
.....
.....
Address:
Telephone:
Fax:
E-Mail:

The Contracting Parties commit themselves to inform mutually about changes of the data mentioned immediately. All explanations, which were addressed to the latter address or to the latter fax number, apply on set.

§ 8 currency of the contract

1. The available contract enters into force for the moment is signing by both Contracting Parties and runs on unlimited time.
2. The available contract can be quit by each of the parties under adherence to a term of notice of one month in writing.

§ 9 valid right and settlement of disputes

1. The Contracting Parties agree upon that the available contract, as well as all, disputes resulting from the present treaty are subject to the Switzerland / Fribourg right.
2. The Contracting Parties will aim at in a friendly way to settle all disputes resulting from the present Treaty by common negotiations. If the amicable settlement of the disputes should be impossible, then these disputes are delivered by the responsible district court.

§ 10 plants

1. The following plants are integrated components of the available contract:
 - information questionnaire of the client
 - Except from trade register of the client or another register, into which the client is registered.
 - List of the data of declarations of intention in the name and to favour of the client entitled persons, together with the fax and telephone numbers and their E-Mail addresses.
 - turnover tax return
2. The client will inform the Office about changes concerning the data specified in these plants.

§ 12 final clauses

1. The available contract was made in two equal copies, per a copy for the respective party.

2. If the contract in two languages should be executed, the Contracting Parties receive additionally one copy each in English or in German language, which is alike with the original version. During the interpretation of the clauses of a contract the original version is determining.
3. The persons, who sign to the available contract in the name and to favour of the Contracting Parties, explain that they are entitled to the delivery of declarations of intention and for entering obligations in their name.
4. The person, who locks the contract in the name of the client and to it is not entitled, commits itself, all in the name and on calculation of the client received obligations as well as a possible damage of the “Kanzlei Ulf Brosowski” and their partners personally directly liable to cover.
5. On all affairs not regulated in the present Treaty find the regulations, in particular the regulations to Switzerland / Fribourg civil law book to the management of affairs contracts application.

Signed to..... of:

in the name of the Office

name of the client

Information questionnaire of the client

Address:

name of the society:

Tax identification number:

Road:

Postal zip code:

City:

District:

State:

Telephone:

Fax:

E-Mail:

Web page: WWW.....

Data for invoicing, if they differ from above mentioned:

Person:

Tax number:

Road:

Postal zip code:

City:

District:

State:

Present chartered accountant:

Entwinement:

Name of the parent company:

Original signature:

Agency elbow in the client order

of the persons entitled to the delivery of declarations of intention in the name and to favour of the society..... entitled persons as well as the others to the placing of order!

1.

Telephone:

Fax:

E-Mail:

Original signature of the authorized person:

2.

Telephone:

Fax:

E-Mail:

Original signature of the authorized person:

3.

Telephone:

Fax:

E-Mail:

Original signature of the authorized person: