

MORE MISSIONS LTD

Expert Services Provider

AGREEMENT CONTRACT

BETWEEN THE UNDERSIGNED:

The company "MORE MISSIONS LTD", registered as a company in Great Britain no. 4498990, with its head office at 1, PALK STREET - TORQUAY - SOUTH DEVON - TQ2 5EL - GREAT BRITAIN - represented by Mr Maurice HAY hereinafter known as "MORE MISSIONS LTD".

AND

Mr XXXXXXXXXXXX
Resident at no.999, FFFFFFFF - DDDDD - ZZZZZ - 00000 - UNITED STATES
hereinafter known as "the Client".

IT HAS BEEN STATED, on the one hand:

that with regard to his capabilities in the fields listed hereinafter:

➤ *English language trainer*

"The Client" carries out the business of job visits and / or training, relating to the above specified capabilities, with companies, local authorities, administrations, international organisations, etc.

To carry out the jobs produced by him, within the conditions that he has specified, "the Client" shall retain "MORE MISSIONS LTD" as the structure for handling his invoicing.

"MORE MISSIONS LTD" makes the offer that "the Client" executes his jobs within their legal and organisational framework.

The agreement contract has the purpose of organising the collaboration between "MORE MISSIONS LTD" and "the Client".

AND AGREED, on the other hand, AS FOLLOWS:

Article 1 - Finding of jobs:

1.1 Finding of jobs is the responsibility of "the Client".

1.2 Once accommodated with "MORE MISSIONS LTD", "MORE MISSIONS LTD" aims to take over the financial and administrative management that the execution of these jobs gives rise to. "The Client" may be domiciled for professional purposes with MORE MISSIONS LTD". In this capacity, "the Client" may if he so wishes cite or mention this agreement.

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1.3 During the job finding phase, any proposals of service provision by "the Client" must be in all cases within the limits of the capabilities specified above on page 1.

1.4 It is expressly stipulated that "MORE MISSIONS LTD" reserves the exclusivity of the clients that he has canvassed himself during job finding for "the Client".

During this period, there shall be no subordinating link with "MORE MISSIONS LTD". Therefore "the Client" shall have no power to bind "MORE MISSIONS LTD" in any way.

It is however stressed that, after completion of these prior negotiations, a job contract will be signed between the employing organisation and "MORE MISSIONS LTD" in agreement with "the Client".

Article 2 - Execution of the agreed jobs:

2.1 The practical details for the execution of the jobs having been previously and directly agreed between the employing organisation and "the Client", "the Client" undertakes to carry them out at his sole liability in terms of execution.

"The Client" will use all his experience and professional competence to carry out the agreed jobs in accordance, firstly, with the conditions agreed directly with the employing organisation and, secondly, within the scope of the instructions given by "MORE MISSIONS LTD" and specified in the job contract with the employing organisation.

2.2 In all cases, the execution of the agreed jobs shall be the subject of a contract, in accordance with the current legislation, between the Client and "MORE MISSIONS LTD" and within the limits specified in article 4.4 of this contract.

Article 3 - Obligations of "the Client":

3.1 "The Client", undertakes, from the start of execution of the job, to submit to all the general and specific obligations mentioned both in the job contract and in the contract signed with "MORE MISSIONS LTD" following the signing of this contract.

3.2 "The Client" undertakes, except in the case of force majeure, to complete each job that has been the subject of commencement.

Article 4 - Remuneration of "the Client":

4.1 For the business of "the Client" as defined in the introduction, his amount of remuneration shall be expressed as a percentage of the fees (excluding VAT) received in the account opened in his name within the accounts department of "MORE MISSIONS LTD".

From these fees, excluding taxes, the administrative and financial management expenses of "MORE MISSIONS LTD" shall be subtracted to define the amount of remuneration.

The amount of remuneration received by "the Client" shall be proportional to the business volume received during a period of twelve months. This proportion is on a sliding scale from 10% to 3% according to the different

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bands defined below and progressively exceeded by the total turnover received during this period:

- 90% up to EUR 75 000 (seventy five thousand euros);
- 92% from EUR 75 001 (seventy five thousand and one euros) to 120 000 € (one hundred and twenty thousand euros);
- 95% from EUR 120 001 (one hundred and twenty thousand and one euros) to 150 000 € (one hundred and fifty thousand euros);
- 97% above EUR 150 000 (one hundred and fifty thousand euros).

The minimum administrative and financial management charge is 75 Euros excluding tax per invoice.

In the event that the "the Client" should ask "MORE MISSIONS LTD" to pay suppliers, necessary for the fulfilment of a job as defined on page 1, a flat rate of 40 Euros, excluding tax, per transfer shall be deducted from the amount of the remuneration due to "the Client" for bank expenses.

The gross remuneration of "the Client" shall be obtained by deducting from the amount of the remuneration the employers and social security charges and taxes currently in force.

4.2 In the case where the "the Client" should carry out a task outside the scope of article 4.1, the remuneration - set jointly case by case - may be negotiated on a different basis.

4.3 It is expressly stipulated between the parties that amounts credited to the account of "the Client", opened within the accounting books of "MORE MISSIONS LTD", shall only relate to sums received by "MORE MISSIONS LTD" and not to the sums invoiced.

With this in mind "the Client" shall use his best endeavours, at the time of prior negotiation with the employing organisation, to obtain payment on account of at least 40% of the total cost of the job, it being understood that this payment on account must be made simultaneously with the signing of the job contract

4.4 "MORE MISSIONS LTD" shall pay to the "the Client" the amounts invoiced and received in the form of fees.

"The Client" will prepare a fee bill for the attention of "MORE MISSIONS LTD", having deducted the administrative and financial management charges specified in article 4.1. The fee bill of "the Client" must give the bank details of the establishment to which "MORE MISSIONS LTD" must make the transfer.

"The Client" shall undertake all the formal statements relating to his country of origin: VAT, tax declarations ... In the absence of a clear note on the fee bill from "the Client", the amount paid shall correspond to the amounts invoiced and received in the account opened in his name within the accounting books of "MORE MISSIONS LTD", having deducted:

- the administrative and financial management expenses described in article 4.1;
- the amount of the VAT due in the country of the place of the bank transfer.

4.5 It is specifically agreed that the company "MORE MISSIONS LTD" shall not in any way be regarded as the principal of "the Client".

4.6 Payments shall be made by bank transfer. The expenses involved in these transfers shall be payable by "the Client".

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Article 5 - Invoicing for Jobs:

5.1 "The Client" entrusts "MORE MISSIONS LTD" with the invoicing of the employing organisations for the fees relating to the jobs carried out.

5.2 It is up to the "Client" to communicate with the organisation for whose benefit he has worked to recover the sums (advance payment or balances) due from the organisation for work carried out for their benefit.

5.3 In the case where the employing organisation should question the fees invoiced, "MORE MISSIONS LTD" will approach "the Client" to seek an amicable agreement.

In the absence of agreement, only "the Client" shall have the capacity to act against the employing organisation for recovery of the said fees.

5.4 With the sole aim of ensuring that the agreed work is correctly invoiced, "the Client" undertakes to keep "MORE MISSIONS LTD" informed of the progress of his job and of any difficulty that he may possibly encounter in successfully completing it.

Article 6 - Term of this agreement:

6.1 This agreement is signed for an indefinite period.

6.2 Either of the parties may bring it to a close at any time subject to two months prior notice outside the effective period for fulfilment of the job.

6.3 The period set out in the above article only applies to this agreement and may not stand in the way of the expiry conditions of the contract covered under point 2.2 if this is the case.

In such a situation, and after an indication from either of the parties to terminate it, the term set out in that contract shall be the one that prevails.

Article 7- Disputes:

The County Courts in Torquay shall be the only competent forum in the event of a claim or a dispute relating to the interpretation, execution or cancellation of this agreement contract.

Drafted in Torquay, in duplicate with one copy for each of the parties, 31st August 2004.

For MORE MISSIONS LTD
Maurice HAY

The Client