



GENERAL TERMS AND CONDITIONS FOR CONSULTING SERVICES

THIS AGREEMENT BETWEEN:

Key Corporate Solutions (KCS)

Headquartered in Trier, Germany under the number N° EEC ID : DE 812245715, at the following address : Auf der Kenner Ley 39 D-54344 Kenn (Trier) Germany

and

XXXXXXXXXX or Individual engaging
KCS to perform certain Consulting Services
(hereinafter called the "Client") in this case XXXXXXXX acting through XXXXXX,
having its registered office at,, XXXX, XXXXXX, and
represented by Mr/Mrs XXXXXX.

WHEREAS:

the Client wishes to retain KCS to perform certain services; and
KCS wishes to identify general terms and conditions under which they perform Consulting Services and to provide for confidentiality of any information relating to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. This document is to supplement a general agreement reached through fax or e-mail communication. If any of the terms and conditions separately agreed upon contradict any of the terms and conditions contained in this document, then the terms and conditions separately agreed upon take precedence with the exception of the maximum liability clause.
2. KCS's maximum liability under this contract shall not exceed the amount paid to KCS under this contract, and KCS shall not be liable for any consequential damages. Customers are advised that it is KCS's policy that this maximum liability clause is to be contained in all consulting contracts. KCS officers are not empowered to enter into contracts without this clause.
3. If there is a written document signed by KCS Software and the Client, all of the terms and conditions contained in this "General Terms and Conditions of Consulting Services" document are not applicable or relevant and are replaced by the signed written document.
4. KCS will provide consulting services, hereinafter called the Services, to the Client at a rate or price separately agreed upon.



5. KCS will invoice (including any applicable taxes) the Client in respect of the Services provided, due in full, within 15 days of receipt thereof.
6. Any changes to any KCS product/services shall be the exclusive property of KCS and shall be licensed to the Client under KCS's corresponding license agreement if any. Any changes made to the Client's products/services shall be owned exclusively by the Client and shall not be expressed in any form to any other party without the express written consent of the Client. Any new development, if any, shall be owned by the client, with KCS retaining full rights to use parts of the new development pertaining only to generic database functionality in current or future KCS products.
7. Immediately upon completion of the services, KCS shall deliver to the Client at the agreed upon address all originals and copies of any documentation relating to the Services and any other Confidential Information.
8. KCS shall at all times, both during and after the term of this Agreement, ensure that it and any of its associates, servants, or employees maintain in confidence and do not disclose or permit disclosure of any Confidential Information to any entity or utilize any Confidential Information, except as may be required to perform the Services under this Agreement.
9. For the purpose of this Agreement, Confidential Information shall include all information (whether or not reduced in writing) received or acquired by KCS during the course of or incidental to the performance of the Services and which in any way concern or is related to the property, business, undertaking or affairs of the Client, including without limitation, all
10. Client documentation, and all Client proprietary application knowledge; with the exception only of information which is public or becomes public information through no action of KCS and information which is received from another entity lawfully in possession of the information and under no obligation to keep the information confidential.
11. Both the Client and KCS will not solicit employees from either firm for employment or contract services for a period of one year from the completion of Services.
12. Force Majeure. A party is not liable under this Agreement for non performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. This provision does not relieve Client of its obligation to make payments then owing.
13. Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except that KCS may assign its right to payment and may assign this Agreement to an affiliated company.



- 14. Subcontractors. KCS may use subcontractors in the performance of its obligations under this Agreement, in which case KCS will remain responsible for the delivery of Services.

- 15. All written notices required by this Agreement must be delivered in person or by means evidenced by a delivery receipt or acknowledgment and will be effective upon receipt. Except for modifications to this Agreement, each notice communicated in electronic form will be considered to be written.

- 16. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

- 17. Banking information : To be inserted

- 18. Governing Law. German law govern any action related to this Agreement. Neither the choice of law rules of any jurisdiction nor the United Nations Convention on Contracts for the International Sale of Goods apply. The venue for litigation will be the appropriate courts located in Trier, Rheinland-Pfalz, Germany.

Made in Kenn, in two (2) originals, on the .../XX/20XX

For KCS
J-M Kadaner
President

For Client
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