

Michael Richter International marketing and sales consultancy



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Consulting conditions 2007

Preamble

The company orders from the sales consultancy the performances as agreed upon.

Within the frame of this agreement Mr. Michael Richter will - based on his experience and knowledge - present solutions to the company corresponding to the state of affairs of the company's fields of activities and - thoroughly substantiated - master the tasks of the company in the best possible manner.

Mr. Richter confirms his availability to accompany the realisation of the solutions offered or - timely restricted - to realise himself in the name of the company part of these solutions.

All proposals of Mr. Richter are objectively made and not depending on any other company or person.

I. Performance

The performance itself is agreed in the offer/contract and timely restricted according to the time schedule given.

The company will give the necessary information and support and/or make available the persons defined for the necessary discussions.

II. Procedure

The duties are detailed in the attachment and the procedure will be as described therein.

III. Method and extent of the performance

As agreed.

IV. Cooperation

The company will cooperate with Mr. Richter in a close and trustful way during all phases of the development and realisation.

Mr. Richter will be available personally for any contact unless - within the frame of the development and as agreed before with the company - part of the performance is handed over to different persons. These will, however, be only his own personnel or other persons defined in advance with the company. But even in such a case, Mr. Richter will remain totally responsible for the whole agreement.

V. Timing and remuneration

As per agreement or if not agreed otherwise the remuneration corresponds to the general remuneration-scale.

Realignments of the schedule in good time will not affect the costing. Realignments at short notice will have as a consequence the invoicing of the cost occurred as a minimum, however, half of the remuneration for the time in question.

VI. Payment

If not proposed differently in the offer, the following payment conditions are agreed upon:

- a) 1/3 of the total value as down-payment until start of the contract time
 - b) 1/3 after half of the time is elapsed
 - c) 1/3 after finalising the works and handing over of the final report
- There will be invoices for each and any rate of payment, after contract signature and they are due for immediate payment - without deduction - to the account given on the invoice

Receipt of payment corresponds to fulfillment of the agreement.

If only temporary consultancy is agreed - like coaching of the management, consultancy discussions, training or similar - Mr. Richter will make up monthly invoices, accompanied by the relevant paper work for additional cost, board and lodging, etc.

VII. Timing and cancellation

The time starts with the date as per offer and receipt of the down-payment and runs according to the time schedule. Any realignment will be agreed upon in writing.

The agreement ends automatically with the date of handing-over the final report.

A cancellation prior to this date is basically possible - provided the time elapsed and cost involved are paid for - if the timely achievement of the tasks of the consultancy are endangered. This is valid for both parties to the agreement.

VIII. Arbitration

In case there will be a difference between the company and Mr. Richter, which cannot be settled amicably by discussion, this difference will be presented for final judgement/.arbitration to the association of Christians in Business, Germany

Any arbitration board decision is binding for both parties and further official courts are excluded.

IX. Secrecy

Mr. Richter commits to treat all information - which he receives during the agreement as well as after it is elapsed - as strictly confidential and not to use this information (unless receipt of the prior agreement of the company and/or within the fulfillment of the agreement) towards any third party/person/company.

X. Guarantee

Mr. Richter cares for the company according to the best of his knowledge and belief. During his performance he will have in mind **§ 347 of the German Trade Code = duties of a proper businessman.**

A relevant insurance is kept by Mr. Richter.

XI. Various

If single paragraphs of this agreement prove to be invalid, this does not affect the rest of the paragraphs.

Changes and additions to this agreement have to be made in writing.

Place of performance and jurisdiction (arbitration) for all rights and obligations out of this agreement is Daugendorf.