

AGENT AGREEMENT

No. [NO/YEAR]

1 Parties

S.C.SINERTEQ S.R.L., having its registered office at 45-47 Miron Costin Street, B5, Sc.2, Ap.24, 011097, Sector 1, Bucharest, Romania, trade register no. J40/15273/09.09.2008, VAT code RO, CUI 24438262, bank ING Bank, bank account no. RO18INGB0000999901311833 (hereinafter "SINERTEQ"),

and

[COMPANY], having its registered office at (hereinafter "AGENT"),

hereafter individually referred to as Party and collectively as Parties. The Parties hereunder agree that:

2 Effective Date

This Agreement ("Agreement") is entered into and effective as of the last date of signature hereto ("Effective Date").

3 Client

The client is [CLIENT] ("Employer").

4 Scope

AGENT and SINERTEQ desire to enter in a business relationship to promote the sale of SINERTEQ consultancy services ("Services") to the Employer.

5 Appointment

- 1) SINERTEQ hereby grants to the AGENT and the AGENT hereby accepts the non exclusive right to promote the sale of the Services to the Employer, under the terms and conditions of this Agreement.
- 2) In order to promote the sale of the Services the AGENT agrees to use its best efforts. The manner and means used by AGENT to promote the Services are in the sole discretion and control of the AGENT.
- 3) Except with SINERTEQ prior written consent, the AGENT has no authority to negotiate any terms of SINERTEQ offer and/or to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of SINERTEQ or to legally bind SINERTEQ in any manner whatsoever.
- 4) SINERTEQ is under no obligation to participate to any call for bid, to respond to any inquiries provided by the AGENT and is free to refuse any business without obligation to justify its decision. Furthermore, SINERTEQ retains the right at its discretion and at any moment to modify in whole or in part the Services or remove, in whole or in part, the Services from its portfolio of products, prior written notice is given to the AGENT. In the event the Services are removed, in whole or in part, from SINERTEQ portfolio of products, the Parties will decide on the continuation of the Agreement.
- 5) The promotion of the Services will be made exclusively under the Logo specified by SINERTEQ.
- 6) AGENT shall have no power to bind SINERTEQ or incur obligations on SINERTEQ behalf without the SINERTEQ prior written approval and shall not represent that it has such right.

6 Duties of Parties

- 1) AGENT shall promote the sale of the Services to the Employer.
- 2) SINERTEQ will, free of charge: i) deliver to the AGENT any and all documentations related to the Services, such as data sheet, advertising, etc., and any other documents, information related to the Services that could be needed by the AGENT to perform its duties, and ii) inform the AGENT of the prices and sale conditions to be offered to the Employer for the Services.
- 3) SINERTEQ reserves the right to modify, at any moment, the documents, information, prices and sale conditions.
- 4) Any translation of the documentation together with any modification which the AGENT would wish to recommend the implementation to improve the promotion of the Services, shall be submitted to SINERTEQ for its prior written approval and shall not be modified, printed or used by the AGENT before having obtained such written approval.
- 5) Parties agree that all such documentation, including any translation and modification, shall remain the property of SINERTEQ.
- 6) As result of its activity, AGENT will identify certain entities that manifest interests in purchasing the Services.
- 7) AGENT will notify SINERTEQ of the identified entity and intermediate a direct contact between it and SINERTEQ.
- 8) Employer will purchase Services from SINERTEQ by signing a contract ("Services Agreement").
- 9) During the term of this Agreement SINERTEQ will inform the AGENT on: i) the Services Agreement(s) in force with the Employer; ii) the delivery of Services made to Employer; iii) the receipt of payment made by the Employer to SINERTEQ pursuant to the Services Agreement(s).

7 Commissions

- 1) In consideration for the performance of the duties, for the duration of present Agreement, SINERTEQ will pay to the AGENT a 15% commission of total payments made by Employer pursuant to the Services Agreement(s).
- 2) Subject to the terms of this Agreement any fee will be due and payable to the Agent only for the Services Agreement(s) for which payment has been received by SINERTEQ. If the Employer fails to pay the entire amount of the Services Agreement(s), the fee shall be a pro rata of the amount received by SINERTEQ.
- 3) In no event shall the AGENT be allowed to receive payments for or on behalf of SINERTEQ.

Please consider the environment and print this document only if necessary.

This document is intended for the exclusive use of the addressee(s) and contains Confidential Information. The author shall not be liable for the document if altered, changed or falsified. If you are not the intended recipient, or responsible for delivering to the intended recipient, be advised you have received this document in error and any use, dissemination, forwarding, printing or copying is strictly prohibited. In such case, you are kindly requested to destroy this document. **Copyright © SINERTEQ - All rights reserved**

8 Payment Terms and Conditions

- 1) Upon any Employer payment received by SINERTEQ pursuant to the Services Agreement(s), SINERTEQ will send to AGENT an invoicing notification, mentioning the Services Agreement(s) reference, the amount to be invoice, the currency and exchange rate.
- 2) AGENT will issue the fiscal invoice in electronic format and send to SINERTEQ via e-mail.
- 3) SINERTEQ will make the payment as notified above to the AGENT bank account in 5 (five) business days from invoice receiving date.

9 Intellectual Property

Parties understand and accept that all pre-existing rights of ownership, copyright or any other intellectual property rights remain unaffected and as such nothing in relation to this Agreement shall operate as a transfer or license of such.

10 Non-Exclusivity

Parties undertake that nothing herein is intended nor shall be construed as creating any exclusivity. This Agreement shall not restrict neither SINERTEQ from acquiring similar services from other entities or sources, nor AGENT to provide similar services to other clients.

11 Relationships

The relationship of the Parties is that of independent contractors. This Agreement does not create an agency, partnership or similar relationship between the Parties.

12 Non-Competition

- 1) During the term of this Agreement and any renewal thereof, the AGENT shall not, directly or indirectly, promote, perform or sell to Employer, any services or products which may be in competition or identical or similar to the Services (the "Non-Compete Covenant").
- 2) AGENT shall not directly or indirectly, for a period of 2 (two) years after the date of expiry or termination of this Agreement, infringe on the Non-Compete Covenant.

13 Confidentiality. Limitation of Use

- 1) This Agreement is subject to all of the terms and conditions of the Mutual Non-Disclosure and Confidentiality Agreement [NO/YEAR].
- 2) Parties agree to keep confidential the content of this Agreement.
- 3) Any Party can allow the other, to make reference to their commercial relationship under this Agreement. Prior to the release of such reference the releasing Party shall provide the other a copy of the materials to be published in their final appearance. The other Party shall have the right to permit or object to any such publication and/or appearance which may find prejudicial to its interests.

14 Term and Termination

- 1) The Agreement shall be deemed to have come into force from the Effective Date and, unless terminated earlier as set forth here below, shall last for a period of 12 (twelve) months from the Effective Date.
- 2) Either Party has the right to terminate the Agreement taking effect immediately, by operation of law, by sending a written notification to the other Party, in the following cases: i) filing by the other Party of a petition in bankruptcy or insolvency; ii) any adjudication that the other Party is becoming bankrupt or insolvent; iii) the appointment of a receiver for all or substantially all of the property of the other Party; iv) the making of other Party of any general assignment or attempted assignment of this Agreement for benefit of creditors; v) institution of any proceedings for the liquidation or winding up of the other Party's business or for the termination of its corporate charter; vi) in case of a serious breach of the contractual obligations.
- 3) Either Party has the right to terminate the Agreement at its request, upon 30 (thirty) days written notice to the other Party.
- 4) After termination of this Agreement the provisions of Payment Terms and Conditions, Appointment, Relationships, Confidentiality. Limitation of Use, Exclusion and Limitation of Liability will remain in full force and effect.

15 Exclusion and Limitation of Liability

- 1) Each Party is solely liable for willful actions and gross negligence. Liability for proven damage is limited to the amount due relative to the services that gave rise to the damage.
- 2) Any Party warrants compliance with all the legal and lawful provisions which enables and authorizes them to exercise the activity in general including all tasks arising from the Agreement. Any Party warrants compliance with the controlling law. Any Party will indemnify and hold the other Party harmless from any loss, cost, liability and expense arising out of any breach of the applicable laws.
- 3) Both Parties cannot be held liable for the following: i) any compensations to be paid by either Party for any indirect damages or consequential damages, including financial or commercial loss, loss of profit, an increase of overall expenses, any delays in planning, loss of expected profit, investments, AGENT base, etc.; ii) any damages due to an error committed by either Party; iii) all claims submitted by third Parties against either Party.
- 4) These liability limitations shall remain in force even if either Party was notified by the other Party that there is a real and actual risk of damages. Parties hereby acknowledge that this is a reasonable way of sharing the risks.

16 Force Majeure

- 1) Force Majeure exonerates Parties of any responsibility in the event of not fulfilling its obligations under the Agreement. Force Majeure means causes which are absolutely unforeseeable, unpredictable and beyond the reasonable control of

Please consider the environment and print this document only if necessary.

This document is intended for the exclusive use of the addressee(s) and contains Confidential Information. The author shall not be liable for the document if altered, changed or falsified. If you are not the intended recipient, or responsible for delivering to the intended recipient, be advised you have received this document in error and any use, dissemination, forwarding, printing or copying is strictly prohibited. In such case, you are kindly requested to destroy this document. **Copyright © SINERTEQ - All rights reserved**

the Party, who invokes the Force Majeure event, raised after the Agreement comes into force and that prevents or delays the Party in performing its obligations under this Agreement.

- 2) The Party invoking Force Majeure shall promptly notify the other Party, in writing, in maximum 5 (five) days, of the circumstances constituting the Force Majeure. The proof and notification regarding the performance of obligations thereby delayed or prevented shall be communicated in maximum 15 (fifteen) days of the event appearance. The reference date should be the mail departure date. The proof should be emitted by the Chamber of Commerce or any other authorized entity, according to the controlling law.
- 3) The Party invoking Force Majeure shall promptly notify the other Party, in writing, in maximum 15 (fifteen) days, of the termination of the circumstances constituting the Force Majeure.

17 Notices

- 1) All notices to a Party shall be made in electronic form, using e-mail. Both Parties agree that have the necessary software, hardware and access to the Internet and constantly monitor all e-mail accounts used as communication channel between Parties. Mail or fax notices are not accepted unless otherwise agreed between Parties.
- 2) AGENT may notify SINERTEQ at consultant@sinerteq.com. Notices will be deemed given and received on the receive date of the e-mail.
- 3) SINERTEQ may notify AGENT at [E-MAIL]. Notices will be deemed given and received on the transmission date of the e-mail.
- 4) Business days are from Monday to Friday, except for public holidays, between 10:00-18:00 EET. Notices sent after 18:00 hours should be considered as dated next business day.

18 Final Provisions

- 1) This Agreement and all questions concerning the validity, interpretation or performance of any if its terms or provisions, or of any rights or obligations of the Parties hereto, shall be governed by and resolved in accordance with the laws of Romania, excluding its conflicts of law provisions.
- 2) Neither Party may assign or otherwise transfer this Agreement or any rights and obligations under this Agreement without the prior written consent of the other Party.
- 3) In the event of the invalidity of any provision of this Agreement, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and further agree to substitute for such invalid provision a valid provision which most closely approximates the intent and economic and legal effect of the invalid provision.
- 4) Any failure by either Party to enforce strict performance by the other Party of any provision herein shall not constitute a waiver of the right to subsequently enforce such provision or any other provision of this Agreement and no term or provision of this Agreement shall be considered waived unless such waiver is in a writing signed by the Party against whom such waiver is asserted.
- 5) This Agreement is the complete and exclusive statement of the agreement between the Parties relating to the subject matter hereof, and supersedes all prior written and oral communications and agreements relating to the subject matter hereof.
- 6) The Parties agree that a facsimile or electronic document will act as original only if physical or electronic signatures of a person authorized to act on behalf of the owner are used as evidence of execution.
- 7) This Agreement may only be modified by a written agreement signed by persons duly authorized to sign agreements on behalf of the Parties.

19 Signatures and Dates

Parties agrees that the Agreement's Terms and Conditions are read and accepted.			
Duly authorized to sign this document for and behalf of:			
AGENT		SINERTEQ	
Date		Date	
Signature and stamp		Signature and stamp	

Please consider the environment and print this document only if necessary.

This document is intended for the exclusive use of the addressee(s) and contains Confidential Information. The author shall not be liable for the document if altered, changed or falsified. If you are not the intended recipient, or responsible for delivering to the intended recipient, be advised you have received this document in error and any use, dissemination, forwarding, printing or copying is strictly prohibited. In such case, you are kindly requested to destroy this document. **Copyright © SINERTEQ - All rights reserved**