
GENERAL CONSULTANCY AGREEMENT

Between

LATO LAPSA

And

UAB “OBI CONSULTING”

Contract Number: OBI-Latvia-February 2008

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|----------------|-----------------------------|
| Annex 1 | Description of the Services |
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| | |

This CONSULTANCY AGREEMENT ("*AGREEMENT*") is entered into by and between

UAB "OBI Consulting" ("*THE CLIENT*"), with organisation number 300576141, a company organised under the laws of Lithuania with business address Sodu g. 7-9 Vilnius, Lithuania.

And

Name: LATO LAPSA, ("*CONSULTANT*"), personal identification code ID number 160569-13068

Address: Indrantu 3-5, Riga, LV-1012, Latvia

(Hereinafter referred to as the "*PARTIES*")

1.DESCRPTION AND EXECUTION OF SERVICES

The CONSULTANT shall perform such consultancy services for THE CLIENT as described in annex 1 (hereinafter referred to as the "*SERVICE*").

The CONSULTANT shall assign adequately competent personnel to perform the SERVICE.

The CONSULTANT is free to replace personnel at its sole discretion. However, THE CLIENT shall at all times be informed of the names of the personnel performing the SERVICE.

The CONSULTANT shall appoint one principal person to administer the SERVICE. Annex 1 shall state the name of this person, and the CONSULTANT shall notify THE CLIENT if this person is replaced.

2.FEES FOR SERVICES

In order to calculate fee, the CONSULTANT should get a written Acceptance Note for the execution of the assignment or the part executed during a month under the scope of Annex 1 from the CLIENT. Such an Acceptance Note is hereto an inseparable part of this Agreement.

Based on the Acceptance Note the CONSULTANT will issue a pro-rated monthly invoice to THE CLIENT in accordance with the hour rates specified in annex 1.

The SERVICE shall be performed within the cost limits stated in annex 1. The CONSULTANT may not invoice a total sum that exceeds this limit, unless THE CLIENT has given its written consent to change the scope of the assignment as per Annex 1 before the hours where performed or the costs incurred.

The invoice shall be payable 30 days after invoice date. In the event of late payment the CONSULTANT may charge interests in accordance with the Lithuania Law.

3.INTELLECTUAL PROPERTY RIGHTS

The CONSULTANT acknowledges that any and all of the copyright, trademarks, trade names, patents, patentable inventions, designs, know-how and all other intellectual property rights generated through the SERVICE shall belong to THE CLIENT.

The CONSULTANT shall not during or at any time after the expiry or termination of this AGREEMENT (whether in whole or in parts) in any way question or dispute the ownership of the proprietary rights by THE CLIENT.

Every document, paper, note related to the present research will be destroyed by the CONSULTANT after the delivery of the report.

4.CONFIDENTIALITY

All information, data, drawings, specifications, documentation, source or object code which THE CLIENT may have imparted and may from time to time impart to the CONSULTANT are proprietary and confidential.

All intellectual property generated through the SERVICE, including patentable invention and know-how, shall also be considered proprietary and confidential.

The CONSULTANT agrees that it shall use the same solely in accordance with the provisions of this AGREEMENT and that it shall not at any time, during or after expiry or termination of this AGREEMENT, disclose the same, whether directly or indirectly to any third party without the prior written consent of THE CLIENT.

The CONSULTANT further agrees that it shall not itself or through any subsidiary, agent or third party modify, vary, enhance, copy, sell, lease, license, sub-license or otherwise deal with the same or any part or parts or variations, modifications, copies, releases, versions or enhancements thereof.

The foregoing provisions shall not prevent the disclosure or use by the CONSULTANT of any information, which is or hereafter, through no fault of THE CLIENT, becomes public knowledge or to the extent permitted by mandatory law.

5.INDEMNIFICATION

The CONSULTANT shall fully indemnify THE CLIENT of all liabilities, costs and expenses which THE CLIENT may incur as a result of any third party claiming that the SERVICE (or the result thereof) infringes any patent or other proprietary right.

The CONSULTANT shall hold harmless THE CLIENT from and against any and all claims by third parties in relation with the services provided.

6.FORCE MAJEURE

Neither of the PARTIES shall be under any liability to the other PARTY in respect of anything which, apart from this provision, may constitute a breach of this AGREEMENT arising by reason of *force majeure*, namely, circumstances beyond the control of the PARTY which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority.

The PARTY claiming force majeure shall without undue delay notify the other PARTY about the circumstances and the amount of time he expects the force majeure to hinder proper fulfilment of his obligations. Furthermore, the PARTY claiming force majeure shall execute all reasonable actions to minimise the detriment to the other PARTY.

7. NON-SOLICITATION

During the term of this AGREEMENT and for a period of six months thereafter, THE CONSULTANT agrees that it will not hire or attempt to hire - by itself or through any subsidiary, agent or third party - any employee of the CLIENT, without first having obtained the written consent of the CLIENT.

During the term of this AGREEMENT and for a period of six months thereafter, THE CLIENT agrees that it will not hire or attempt to hire - by itself or through any subsidiary, agent or third party - any employee of the CONSULTANT, without first having obtained the written consent of the CONSULTANT.

This does not apply if the CLIENT or CONSULTANT is declared bankrupt.

8. DURABILITY - TERMINATION

Either PARTY may with a one-week prior written notice terminate this AGREEMENT if the other PARTY is in substantial breach of his obligations. The PARTY in breach may prevent termination by rectifying the breach within that one week.

Either PARTY may with a one-month prior written notice terminate this AGREEMENT.

Either PARTY may also terminate this AGREEMENT if the other PARTY claims force majeure in accordance with article 6 for more than three weeks.

9. LAW AND LEGAL VENUE

This AGREEMENT shall be governed by and construed in accordance with the laws of Lithuania.

Any dispute arising from this AGREEMENT shall be subject to negotiations. If such negotiations cannot resolve the dispute, the PARTIES accept Vilnius Court as the appropriate legal venue.

In 2 copies, the 8th of February 2008

For and on behalf of

LATO LAPSA

UAB "OBI Consulting"

LAURENT POTET

Managing Director

ANNEX 1

DESCRIPTION OF THE SERVICES

In this annex the PARTY shall describe the SERVICE. Usage utilization

- The CONSULTANT shall a report – in English and in a word format (including pictures and other illustrations). The report shall cover information about one company in Latvia. Sought Information are:

A simple template file (word document) will be provided and should be filled as much as possible.

- a) The location at which the SERVICE shall be performed is Latvia
- b) There is no provisional period
- c) Starting date: date of signature of the contract plus one day
- d) Ending date: the 20th of February
- e) Consultant name and person to administer Lato Lapsa

In 2 copies, the 8th of February 2008

For and on behalf of

LATO LAPSA

UAB “OBI Consulting”

LAURENT POTET

Managing Director

ANNEX 2

PRICE LIST

Payment should be paid in currency EURO according to invoices sent by the CONSULTANT. Expiry of this contract does not release the CLIENT from paying any outstanding dues.

- a) Bank transfer fee is to be paid by the CLIENT.
- b) Payment shall be done within 30 days after the invoice date (see Article 2)
- c) The CONSULTANT, on the invoice, shall provide all necessary bank details.

1. CHARGE

The charge is 140 Euro (one hundred and forty Euro) all taxes included.

The expense (documents acquisition, travel, translation, ...) will be reimburse on written proofs up to 40 Euro.

In 2 copies, the 8th of January 2008

For and on behalf of

LATO LAPSA

UAB "OBI Consulting"

LAURENT POTET

Managing Director