

SERVICE CONTRACT

Between the undersigned :

COMPANY [XX] LTD, with a capital of Euros

Registered in under the number

European VAT number :

.....
.....

Represented by M. [xx], its “manager”
duly authorized to sign the present contract.
hereafter named the « client », on the one hand,

And

ACCESS ÉTOILE SAS, with a capital of 37.000 Euros

Registered in Paris under the number 478 676 901 00026

European VAT number : FR35 478 676 901

42, avenue de la Grande Armée

75 017 – PARIS

France

Represented by M. Jean-Philippe BRETT, its president

duly authorized to sign the present contract.

hereafter named the « supplier » on the other hand

It has been decided as follows :

CLAUSE 1 – SUBJECT

The client requests *ACCESS ETOILE*, the supplier to carry out an advisory mission regarding the general management of the company.

This mission will not involve any kind of mandate and therefore the client will not be bound by any act or deed done by the supplier's consultant towards third parties.

This mission will be undertaken by the supplier's consultant, Mr., whose skills and proficiency are well known to the client and without which he would not have entered the contract.

CLAUSE 2 – COMMITMENT

The supplier will provide the client with all his knowledge and know how in order to carry out the mission successfully. He will solicit from the client all information required to undertake his mission. He agrees to inform the client both of any difficulties met and also of the progress made towards its achievement .

CLAUSE 3 – DURATION

The mission will last months starting from the contract signature date. It will be renewable by mutual agreement of the parties.

CLAUSE 4 – LOCATION

The mission will take place at the client premises and in any other location required by the undertaking of the said mission.

CLAUSE 5 – FEES & EXPENSES

In payment of fees, the supplier will receive a monthly amount of €(VAT excluded) which will be paid by the client upon receipt of invoice.

The supplier's consultant will be reimbursed by the client for all expenses connected with his mission based on the vouchers he provides to support his claim.

CLAUSE 6 – CONFIDENTIALITY

The supplier and its consultant hereby agree to consider all information received during the mission as strictly confidential. They will not disclose any of the said information unless duly authorized by the client prior to the event.

CLAUSE 7 – OWNERSHIP OF ANALYSIS & REPORTS

The supplier may only use the findings (analysis, reports, etc ...) of his mission for those sole purposes decided by the client.

CLAUSE 8 – SUPPLIER'S OBLIGATION

The supplier is responsible for undertaking his mission correctly in accordance with the usual professional practices relevant to the mission. He would be relieved of this obligation if the client does not provide him with all the necessary information.

CLAUSE 9 – CONTRACT ENTIRENESS

The present contract represents all obligations subscribed by both parties. It cancels all prior agreements, letters and commitments.

CLAUSE 10 – TERMINATION OF CONTRACT

If the consultant were unable to carry out his mission to its end due to real and serious reasons, the supplier may terminate the contract after giving written notice of 15 days.

In every other cases, both parties will be able to end the contract by giving a written notice 1 (one) month before the termination date.

CLAUSE 11 – LITIGATION

In case of dispute, the case, if not solved amicably, will be presented to and handled by the Paris commercial court exclusively.

Contract drawn up in Paris, on 2006 with 2 original copies

For the Client

For the Supplier