

OUTSORCING AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, by and between:

-----, represented by _____ (hereinafter referred to as the "First Party"), whose address is _____,

And

Business Service Office SARL, a company registered in Lebanon with commercial registration number: N:_____in_____ , represented by _____ (hereinafter referred to as the "Second Party"), whose address is _____,

PREAMBLE

WHEREAS the First Party is in need of personnel of specific qualifications; and

WHEREAS, the Second Party in its capacity as independent contractor has offered and represented that it is able and willing to provide said personnel to the First Party as per its requirements and as described in this Agreement; and

WHEREAS the First Party has accepted to retain the Second Party's services for the above mentioned purpose (hereinafter referred to as the "Services");

NOW THEREFORE, IN CONSIDERATION of the premises and of the agreements, undertakings and covenants hereinafter written, the parties HEREBY MUTUALLY AGREE as follows:

1. Preamble

The preamble to this Agreement shall form an integral part thereof.

2. Duration

This Agreement shall come into effect as of -----and shall remain in effect unless either party gives to the other written notice of termination three months in advance and that without giving any reasons therefor.

3. Services

The Second Party shall offer to the First Party its Services in employing and seconding the personnel the First Party requires in accordance with its needs. The First Party shall review and approve in advance any agreement to be entered into between the Second Party and said personnel.

4. Services Fee

Each Service required by the First Party and provided by the Second Party shall be paid on the basis of monthly invoices to be submitted by the Second Party and covering the costs relating thereto in addition to a 20 % markup. The costs shall include any and all taxes, fees, duties, disbursements, social security contributions, health insurance policy, end of service indemnities and compensation including workmen's compensation, TVA if any, and all other expenses and obligations arising from or relating directly or indirectly, to the provision by the Second Party of the Services pursuant to this Agreement.

It is clearly agreed and understood that the Second Party shall not be entitled to any indemnity or compensation of whatever nature and for any reason whatsoever in addition to the fee agreed upon with the First Party.

5. Currency and Payments.

All amounts due under this Agreement shall be paid in USD to the Second Party's designated bank account.

6. Keep Harmless clause

The Second Party agrees to indemnify and keep the First Party harmless from and against any and all third party (including employees or contractors recruited by the First Party and employed and seconded by the Second Party to work with the First Party pursuant to this Agreement) claims, suits or demands, and any and all liabilities, expenses or losses incurred or suffered by the First Party as a result of or in connection with the Second Party's failure to comply with its obligations under this Agreement or otherwise related to the Services provided herein.

7. Standard of Care and Compliance with local laws and regulations

The Second Party warrants that its services shall be performed by personnel possessing competency consistent with applicable standards and it undertakes to and shall be responsible for complying with all laws and regulations of Lebanon which shall apply to this Agreement.

8. Second Party's obligations

The Second Party:

8.1 Shall keep the First Party promptly informed of any complaint or dispute concerning the Services supplied to it by the Second Party.

8.2. Must immediately notify the First Party in writing if any law or regulation prevents it from complying with the terms of this Agreement. The First Party shall,

in such circumstances, have the option to terminate this Agreement with immediate effect by written notice with acknowledgement of receipt.

8.3 Undertakes to use every effort to avoid any sorts of dispute or litigation, which could affect the First Party's interests.

8.4. Shall consult with the First Party prior to engaging in any sort of legal dispute or litigation for any reason related to the services.

8.5. Shall revoke or terminate any seconded employee or contractor upon the First Party's request, if said employee or contractor fails to perform assigned tasks or fails to meet minimum performance standards.

9. Necessary Acts, Further Assurances

The Second Party shall at its own cost and expense execute and provide to the First Party such further documents and instruments and shall take such other actions as may be reasonably required by the First Party or appropriate to evidence or carry out the lawful intent and purposes of this Agreement.

10. Documentation

In each case an employee or contractor is at the First Party's request seconded by the Second Party to work for the First Party, the Second Party shall submit to the First Party any and all relevant documentation relating to the registration of the seconded employee(s) with the social security, medical insurance etc... as the case may be, as well as any other documentation requested by the First Party and relating to the present Agreement.

11. Status and Powers of Second Party

In all things undertaken by the parties pursuant to this Agreement, the Second Party shall be and shall remain an independent contractor, and shall at no time be considered the agent or employee of the First Party.

It is understood by the parties that the First Party shall have the right at all times to appoint any other person(s) or company(ies) to provide the same Services offered by the Second Party under this Agreement.

The powers of the Second Party shall not under any circumstances extend further than what is expressly stated in this Agreement. It is agreed that the Second Party shall not be authorized to negotiate or conclude any agreement on behalf of, or in the name of the First Party, and shall have no authority, whether express or implied, to make any statements, representation or commitment on its behalf.

12. Status of Employees and third parties

The First Party shall at all times remain extraneous to any and all relationship that may arise between the Second Party and third parties to this Agreement including those employed and seconded by the latter to work with the First Party as those shall remain at all times the employees of the Second Party.

Therefore, the Second Party shall bear all liabilities related to their employment and secondment under this Agreement.

13. Confidentiality

All knowledge, information or data which the Second Party or its employees, contractors or agents may acquire from the First Party or otherwise in the course of the implementation of this Agreement shall be treated as strictly confidential and shall not be disclosed to others except upon the prior written approval of the First Party.

To that effect, the Second Party undertakes to include in the agreements to be entered into with the employees or contractors which the First Party recruits a confidentiality clause.

14. Termination

In the event of any material breach by any of the parties of its obligations under this Agreement and where such breach is not rectified within a period of 30 days following written notification thereof by the breaching party, the other party shall have the right to terminate this Agreement with immediate effect and at the expense and responsibility of the breaching party.

Furthermore, this Agreement shall be terminated with immediate effect in any of the following cases:

14.1 The commencement of voluntary or involuntary proceedings under any bankruptcy, reorganization, or similar laws of any jurisdiction by or against the Second Party, if any order shall be made or any resolution passed for the winding up, liquidation, or dissolution of the Second Party, if a receiver shall be appointed for it or its property, or any of its goods or properties shall be taken in execution.

14.2. The Second Party shall become the subsidiary of any other company or if control of the Second Party (by ownership or by composition of the Board, or otherwise) shall be substantially changed, or if this Agreement is assigned to any other person or entity.

14.3. The death, incapacity, or incompetence or withdrawal of any partner of the Second Party. The exercise or not by the First Party's rights under this section shall be without prejudice to any other rights.

14.4. Any acts or conduct involving moral turpitude; any willful misconduct or negligence in complying with the terms of this Agreement; any conduct which materially harms the reputation of the party desiring termination; the failure or refusal to perform the Services set forth in this Agreement.

15. Force Majeure

In case the obligations under this Agreement become either impossible or very difficult to perform wholly or partly due to force majeure, this Agreement shall be

automatically suspended for the length of the force majeure. Should, however, force majeure continue for a period exceeding three months then this Agreement will be considered as terminated without the need to any notification. The parties will however endeavor to give notice to each other in this respect.

16. Assignment

This Agreement shall not be assigned by either party without the prior written consent of the other party. However, the First Party may assign this Agreement in whole or in part to one or more of its affiliates, associates, subsidiaries, mother and/or sister companies.

17. Waiver of rights

The failure of any party to give timely notice of the breach of non-fulfillment of any term or condition of this Agreement shall not constitute a waiver thereof, nor shall the waiver of any breach or non-fulfillment of any terms or conditions of this Agreement constitute a waiver of any other breach or non-fulfillment of that or any other term or condition hereof.

18. Language of the Agreement

The originals of this Agreement have been prepared in the English language. If this Agreement is translated into any other language, the original English version of this Agreement shall govern in the event of any discrepancy between the English version of this Agreement and any such translation.

19. Jurisdiction

In case of any disagreement or dispute which may arise with respect to the interpretation or application of this Agreement, or the breach thereof, the parties shall both endeavor to reach an amicable settlement. If the parties fail to reach such settlement, the Courts of Beirut, Lebanon, shall have the exclusive jurisdiction in respect of such difference concerning the interpretation or execution of this Agreement.

20. Notices

The parties agree that service of any notices in reference to the terms and conditions hereof at their addresses as given in this Agreement, shall be valid and sufficient.

21. Representation

Each person signing this Agreement represents and warrants that he is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution of the Agreement and the performance of such party's obligations herein have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first written.

The First Party

The Second Party

Name: _____

Name: _____

Signature: _____

Signature: _____