

PARIS Technologies Philippines, Inc.

CONSULTING SERVICES AGREEMENT

This PARIS Technologies Philippines, Inc. Consulting Services Agreement is between the entity you represent, or, if you do not designate an entity in connection with an engagement, you individually (the "Client", "you" or "your"), and PARIS Technologies Philippines, Inc., a Corporation, ("PARIS Philippines", "we", "us", or "our") and is governed by the terms and conditions below:

1. Introduction

- a. PARIS Philippines is in the business of providing consulting services related to the automation of management and analytical functions in the areas of finance, marketing and production.
- b. The Client has requested that PARIS Philippines perform the general consulting services as described in the Scope of Services, section 2, and PARIS Philippines has agreed to perform such services in accordance with the terms and conditions set forth herein.

2. Scope of Services

- a. This Agreement represents the principal terms and conditions that shall apply to the general consulting services and other tasks to be provided under this Agreement. The Consulting Services, fees, specifications, and any enhancements to this Agreement, shall be described in a Proposal, a Statement of Work, or other document signed by both parties and which shall also reflect the relevant terms and conditions (Specifications).
- b. The Specifications may be modified from time to time upon mutual agreement of the parties.
- c. A Proposal, Statement of Work, or other document referencing this Agreement shall be deemed a part of and governed by the terms of this Agreement.
- d. The term of each Proposal, Statement of Work, or other document referencing this Agreement shall expire upon completion of the Consulting Services described in the applicable document.

3. Obligations of the Client

- a. The Client shall designate and identify to PARIS Philippines a project manager who shall have responsibility and authority for making all decisions and approvals requested by PARIS Philippines.
- b. The Client shall make available to PARIS Philippines, without charge, the time of such Client personnel as PARIS Philippines may need in order to obtain sufficient information about Client's needs to perform PARIS Philippines obligations hereunder.

4. Compensation

- a. PARIS shall provide the services described in this Agreement on a time and materials basis. The Client shall pay PARIS Philippines at the rates specified on the Proposal for professional and clerical services and shall reimburse PARIS Philippines for incidental out-of-pocket expenses including, but not limited to travel, document reproduction, long-distance telephone charges postage and overnight delivery. The Client acknowledges that the rates on the Proposal are PARIS Philippines' current rates for provision of services and that PARIS Philippines reserves the right to adjust such rates from time to time upon thirty (30) days prior written notice to the Client. In no event shall any adjustment to such rates require an amendment to this Agreement.

- b. PARIS Philippines shall submit to the Client weekly invoices based upon work performed and incidental expenses incurred. PARIS Philippines' invoices are due and payable in full upon presentation to the Client, unless otherwise presented in the Proposal. If payment is not received by PARIS Philippines within thirty (30) days after the date of any invoice, past-due amounts shall incur interest at the lesser of eighteen percent (18%) per annum or at any applicable maximum lawful rate of interest.
- c. Prices are exclusive of any taxes. You must pay any applicable value added, goods and services, sales, or like taxes that are owed with respect to any order placed under this agreement and which we are permitted to collect from you under applicable law. You will be responsible for any applicable stamp taxes and for all other taxes that you are legally obligated to pay including any taxes that arise on the distribution or provision of Products to your Affiliates. We will be responsible for all taxes based on our net income or on our property ownership. If any taxes are required to be withheld on payments you make to us, you may deduct such taxes from the amount owed to us and pay them to the appropriate taxing authority; provided, however, that you promptly secure and deliver an official receipt for those withholdings and other documents we reasonably request to claim a foreign tax credit or refund. You must make certain that any taxes withheld are minimized to the extent possible under applicable law.

5. *Intellectual Property Ownership, Confidentiality, Non-disclosure*

- a. **PARIS Philippines and Affiliates - Owned Proprietary Information.** PARIS Philippines and its affiliates are in the business of developing software, implementing software and providing consulting services. Client hereby acknowledges and agrees that any Client rights to "Confidential Information", "works for hire", Intellectual Property and Work Product (as defined below) shall not include any PARIS Philippines or affiliate-owned proprietary programs, patents, copyrights, or any part thereof, or the ideas, concepts, know-how or techniques employed by PARIS Philippines in rendering services and delivering the obligations to Client, or to any modifications of or enhancements to such PARIS Philippines owned proprietary programs.
- b. **Intellectual Property.** "Intellectual Property" shall mean software, methodologies, processes, procedures, algorithms, know-how, and any related documentation, in any format or media now known or hereafter invented, whether or not protected or protectable by copyright, patent, trademark or other law, that is used in connection with the Consulting Services during the term of this Agreement, or thereafter. "PARIS Philippines or affiliate Proprietary Intellectual Property" shall include the Intellectual Property owned or developed by or on behalf of PARIS Philippines or its affiliates, which is and shall remain the property of PARIS Philippines or its affiliates. "PARIS Philippines' Third-Party Intellectual Property" shall mean the Intellectual Property licensed or leased by PARIS Philippines from a third party, which is and shall remain the property of the third party. During the Agreement, PARIS Philippines grants to Client a non-transferable, nonexclusive license to use the PARIS Philippines Proprietary Intellectual Property specified in the applicable Statement of Work. Client shall have no rights or interests in the PARIS Philippines Proprietary Intellectual Property except as expressly granted in a Statement of Work.
- c. **Confidentiality.** PARIS Philippines and Client acknowledge that any "Confidential Information," meaning any written, audible, visual, or oral information that is either (a) identified as confidential or proprietary, or (b) marked with a restrictive legend, shall be held in confidence by the recipient in at least the same manner as the recipient protects its own confidential information, and shall not be used, sold, disclosed to third parties, or otherwise distributed in any manner. Without limiting the generality of the foregoing, Confidential Information shall specifically include (i) Client's trade secrets and Intellectual Property, including data and software, as well as business plans, and (ii) PARIS Philippines or its affiliates trade secrets, Intellectual Property, techniques, pricing policies, proprietary information, methods, strategies, processes or procedures and other confidential information, and (iii) the terms of this Agreement. Confidential Information shall not include information that is or becomes publicly

known, independently developed by the recipient without violating the disclosing party's rights as shown by the recipient's written records, disclosed by the disclosing party to a third party free of any obligation of confidentiality, or rightfully received by a party free of any obligation of confidentiality. Neither party shall disclose or use any of the other party's Confidential Information for any purpose other than the performance of its duties and obligations under this Agreement, and shall restrict disclosure to employees or agents on a "need to know" basis. Any other disclosure must be mutually agreed to in writing. In the event of a breach of the terms in this section, the disclosing party shall have the right to seek equitable and injunctive relief in addition to any other such relief available under law.

6. Term and Termination

- a. The Term of this Agreement shall be the period commencing on the date first set forth above and expiring upon completion of the services shall be described in the Proposal, a Statement of Work, or other document signed by both parties as per Section 2 of this Agreement (Scope of Services).
- b. Either party may terminate this Agreement in the event that the other party fails to perform any material covenant or otherwise breaches any material term of this Agreement (i) immediately upon written notice to the other party if the nonperformance or breach is incapable of cure, or (ii) upon the expiration of thirty (30) days after such notice if the nonperformance or breach is capable of cure and has not been cured.
- c. Upon early termination by Client, for any reason, Client shall use its best reasonable efforts to timely pay all amounts payable to PARIS Philippines for services rendered, for any work in progress, and approved out-of-pocket expenses incurred up to the date of and as a result of the termination.
- d. The parties' respective rights and obligations under Sections 3, 4, 5, 6, 7, 8, 9 and 10 shall survive the termination or expiration of this Agreement.

7. Disclaimer of Warranties:

PARIS PHILIPPINES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES DESCRIBED HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR COURSE OF PERFORMANCE.

8. Limitations and Exclusions of Liability:

EXCEPT FOR LIABILITY FOR PERSONAL INJURY AND LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PARIS PHILIPPINES BE LIABLE FOR LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, THE BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, FOR ANY CAUSE OF ACTION INCLUDING TORT, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF PARIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Maximum Aggregate Liability:

EXCEPT FOR LIABILITY FOR PERSONAL INJURY AND LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF PARIS PHILIPPINES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ANY CAUSE OF ACTION INCLUDING TORT, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, EXCEED AN AMOUNT EQUAL TO THE TOTAL COMPENSATION PAID BY THE CLIENT TO PARIS PHILIPPINES IN ACCORDANCE WITH SECTIONS 2 AND 4.

10. **Miscellaneous**

- a. **Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, sabotage of material or supplies or any other cause beyond the control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof. In the event of such a Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure but not in excess of six (6) months.
- b. **Assignment.** This Agreement and the rights and obligations hereunder shall not be assigned or otherwise transferred by either party without the prior written consent of the other party, and any purported assignment or other transfer without such consent shall be void and of no force or effect.
- c. **Notices.** All notices required or permitted hereunder shall be in writing and shall be sent by registered or certified mail, express courier, or by facsimile to the party to whom such notice is directed, at its address as set forth above, or to such other address as such party shall have designated by notice hereunder. Unless otherwise specified, notices shall be deemed given when the return receipt is received.
- d. **Independent Contractors.** The parties shall be deemed to have the status of independent contractors, and nothing in this Agreement shall be deemed to place them in the relationship of employer-employee, principal-agent, or partners or joint venturers.
- e. **Waiver.** Any waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any subsequent occasion.
- f. **Severability.** No determination by a court of competent jurisdiction that any term or provision of this Agreement is invalid or otherwise unenforceable shall operate to invalidate or render unenforceable any other term or provision of this Agreement and all remaining provisions shall be enforced in accordance with their terms.
- g. **Disputes Arbitration.** All disputes arising out of or in connection with this Agreement shall be finally resolved by binding arbitration in the Philippines in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The Parties agree that Agreement will be governed by and construed in accordance with the laws of the Philippines, excluding the Convention on Contracts for the International Sale of Goods and that body of law known as conflicts of laws.
- h. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written. This Agreement may be modified only by an instrument in writing duly executed by both parties.
- i. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.