

AGREEMENT

Dated the 28th day of May 1998

Between

Worldwide Trade Engineering Corp. (name of OFFSHORE Company)

("The Company")

and

Worldwide Trade Engineering Corp. (name of ONSHORE Company)

("The Administrator")

AGREEMENT FOR THE PROVISION OF SERVICES

AGREEMENT

THIS AGREEMENT is made on the 28th day of May 1998 between

Worldwide Trade Engineering Corporation

A company incorporated in Belize

Of Main Street, Belize City, Belize

(herein "the Company") of the first part

and

Worldwide Trade Engineering Corporation

A company incorporated in USA

Of Montana, United States of America

(herein "the Administrator") of the second part

WHEREAS "The Company" wishes to carry on an international business providing consultancy, support and advisory services for hi-tech computer and information technology companies AND WHEREAS "The Company" wishes to conduct "the business activities" in the name of "the Administrator" acting as nominee for "the Company"

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. "The Administrator" shall permit "the Company" to conduct the business activities in the name of the "the Administrator".

Without derogating from the generality of the a foregoing, it is specially agreed that:

- (a) all contracts, orders correspondence, invoices and any other documentation of any nature whatsoever relating to the business activities which may be made or entered into on behalf of "The Company" shall be made and entered into on "The Administrator" letterhead and in the "The Administrator's" name and may be executed by a proper officer of the "The Administrator" signing on behalf of the "The Administrator".
- (b) "the Administrator" may open any bank account anywhere in the world as nominee for "the Company" and may open any such bank account in accordance with any instructions given by "the Company" under the signature of one or more of "the Company's" proper officers, but may not make any withdrawal or debit any such bank account without the express instructions or authorisation of "the Company".
- (c) in carrying out its obligation, "the Administration" shall not, unless authorized by "the Company" or required by law to do so, disclose to any third party that "the Administrator" is acting as nominee for "the Company" except where such disclosure is required by any bank at which "the Administrator" operates or proposes to operate any bank account as described in (b) above.
- (d) all moneys held by "the Administrator" at any time in respect of the "Business Activity" shall, save for the consideration and reimbursement of expenses referred to in clause 2, be held by "the Administrator" as nominee or bare trustee for "the Company".

NOTWITHSTANDING the a foregoing provisions of this clause 1, "the Administrator" shall not enter into any contract on behalf of "the Company" without the express prior authorisation of "the company" and "the

Administrator” shall not make any decisions with regard to the “Business Activity” and shall at all times act only with the express authorization of, or upon instructions from, “the Company”.

2. In consideration of “the Administrator’s” Undertakings, “the Company” shall pay to “the Administrator” within 30 (thirty days) after the end of every calendar month (the first such period commencing on the date of this Agreement) 5% (five per cent) in respect to the turnover of “the Business Activity”,
3. “The Company” hereby indemnifies and holds harmless “the Administrator” in respect of any costs, damages, expenses or loss of any nature arising directly or indirectly from the performance by “the Administrator” of its obligations in terms of this Agreement.
4. “The Administrator” shall not, without the prior consent of “the Company” at any time (whether during or after the term of this Agreement) divulge to any third party, other than “the Company’s” professional or other advisers or any person authorized by law to received such information which, through no fault of “the Administrator” is already within the public domain.
 - (b) Upon termination of this Agreement for any reason whatsoever, “the Administrator” shall immediately deliver up to “the Company” all papers, banks statements, cheques books, contracts, correspondence and any other documents or items of property of any nature whatsoever relating to the “the Business Activity”, “the Administrator” being entitled to retain copies of all such items, always provided that “the Company” shall allow “the Administrator” or the “the Administrator’s” duly authorised representative to have such access to the said documents as “THE Administrator” may reasonably require for the purposes of inspection, copying or verification.
5. This Agreement shall, subject to any material breach thereof by either party remain in force for one year form the date of this Agreement and thereafter shall

continue in force until terminated by the giving of 3 (three) calendar month's written notice of termination by either party to the other.

6. Any written notice to be served hereunder shall be delivered by hand or sent by post to the party to be served at the address given above or at such other address of which the party to be served shall have notified in writing the party serving the notice and such notice shall be deemed duly served when it is actually delivered (in the case of service by hand) or 7 (seven) days after the day when it was posted (in the case of service by post).

7. The relationship created in terms of this Agreement is one of Principal and Nominee and nothing contained herein shall constitute a partnership between the parties hereto.

8. The validity, interpretation and construction of this Agreement shall be governed by the law of Montana and the parties hereby agree to submit to the jurisdiction of the US courts.

SIGNED at

By

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on behalf of

Worldwide Trade Engineering Corporation (Belize)

SIGNED at

By

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On behalf of

Worldwide Trade Engineering Corporation (Montana)