PLA - 1.0

SUB CONTRACTOR AGREEMENT

For data processing, software, maintenance, consultancy and related activities.

Between

Eurosoft Services Ltd, 7 Trinity Place, Midland Drive, Sutton Coldfield, West Midlands, B72 ITX.

- hereinafter referred to as "the company"

And

Pitagoral S. C., C/ Romero Robledo, 91 - F, 28008, Madrid, Spain.

- hereinafter referred to as "the contractor"

1 Agreement

The Company provide computer consultancy services. It produces and develops software and telecommunication systems etc. The company is currently working on developing existing systems **CSC Computer Sciences, Hippokrateslaan 14, 1932 St Stevens, Woluwe, Belgium.**

As detailed in this Agreement, the Company entrusts the Contractor with the tasks mentioned in the Annex of this contract.

2 The Contractors Obligations

The Contractor is obliged to fulfil the contracted requirements in accordance with accepted standards, methodologies and guidelines relating to software development.

Additionally, the Contractor is responsible for the complete and correct fulfilment of the requirements specified in this contract.

3 Remuneration

The assignment will be negotiated in an individual contract (see Annex). This shall cover the essential elements of the work to be performed, time-scales and the fees to be paid. Payment will be made on a monthly basis according to project progress.

4 Beginning of and end of the Contract

The Contract will take effect between the parties from the date of signing, and the work will commence from and be finished by the dates mentioned in the Annex of this contract.

Specifically this contract may be cancelled without notice, before commencement of this project, by "the Company" in the case that "the Company's" Client cancels the project. Otherwise either party can terminate this agreement by giving four weeks notice in writing should the project be cancelled prematurely or be fundamentally revised for whatever reason.

5 Confidentiality

The Contractor is obliged to treat as confidential, during and after the contracted period, all business and company secrets, manufacturing processes and other business and company matters made known to him during the course of the assignment.

6 Safekeeping and return of documents

The Contractor is responsible for the safekeeping of all business and company documents made available to him and must ensure that the contents thereof are not divulged to any third party. During the contractual period, documents made available are to be returned to the Company upon request.

The same safekeeping and return obligations apply to all written material relating to the Company (such as sketches, drafts etc) which is in the Consultants possession.

7 Right to the Finished Work

All items created for the Company such as programmes, sets of diskettes, tapes, lists and other programme documentation belonging to the company.

Any copyrights relating to items which are a result of the contractors work for the Company during the assignment belong to the Company.

8   Warranty

"The Contractor" hereby warrants and represents that work performed will function in accordance with the written specification (Annex). The Contractor agrees to use their best efforts to correct any errors in their work of which the Contractor is apprised within thirty (30) days following notification from the Company. The warranty period is 30 days after end of assignment.

Should errors become apparent after the end of the assignment, the Contractor will endeavour to rectify the errors within a reasonable time frame. Should this not be possible, the Company retains the right to be reimbursed up to a maximum of 5% of the project value.

9   Termination

The Company has the right to terminate this agreement and to with-hold all financial remuneration's should the conditions and terms of this contract not be strictly upheld. Specifically immediate termination can be affected due to culpable negligence or gross misconduct.

10   Competition

For the duration of this contract the Contractor may only take on assignments from competitors of the Company after prior written agreement.

11   Tax Liabilities

The Contractor accepts full responsibility for his tax and social insurance contributions. Furthermore, he agrees to indemnify the Company or its client against any claim and accepts the Company cannot assume any liability in this respect.

12   Covenant

Where the Contractor is working on a client project, he may not without written approval of the Company, work for this Company's Client either directly or indirectly for a period of six months after the termination of this Agreement.

13   Supplementary agreements and changes to the contract

Oral supplementary agreements are not valid. Changes and additions to this contract must be in writing.

14 Jurisdiction

This contract and all relating legal matters are subject to U.K. law.

15 Invalidity

Should one or more of the clauses of this contract be irrelevant, the effectiveness of the remainder is not affected.
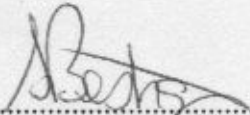
16 Court of Jurisdiction

The court which has jurisdiction over disputes about, resulting from or in connection with this agreement is the court in the place in which "the Company" is incorporated.

Sutton Coldfield, United Kingdom
22 April, 1997
Two originals

....
Signature for Company
EUROSOFT SERVICES LTD

....
Signature for Contractor
PITAGORAL S. C.

ANNEX

BETWEEN

Eurosoft Services Ltd, 7 Trinity Place, Midland Drive, Sutton Coldfield, West Midlands, B72 ITX.

and

Pitagoral S. C., C/ Romero Robledo, 91 - F, 28008, Madrid, Spain.

Description of project work to be carried out:-

Development Environment:

- **Unix**
- **C++**

Task Description

- **Project Analyst**
  (and related duties)

Assignment can also include:

- Preparation of necessary Documentation
- Training of company and client personnel

The above list is not conclusive.

Project work carried out for: **CSC Computer Sciences,
Hippokrateslaan 14, 1932 St Stevens,
Woluwe, Belgium.**

Beginning and End of Contract

- Beginning of contract: **23 April 1997**

- End of Contract: **10 September 1997**

EuroSoft
A PARITY GROUP COMPANY

Payment of the Contractor

The Contractor will receive the sum of **BFR 1,100,000** for **100** days worked making an **hourly** rate of **BFR 1375** paid monthly at **c. BFR 220,000** on a pro-rata basis. For the purposes of calculation, a day is deemed to be **eight** hours.

The Contractor must render the Company, countersigned project reports and time-sheets, in order for payment to be made. In case these are not received, no payments will be made. Extra work will be paid upon receipt of project reports forms and time-sheets countersigned by the Company's Client.

During the course of the project, it may be necessary for further tasks to be completed. These shall be remunerated after mutual agreement on a pro-rata basis.

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....
EUROSOFT SERVICES LTD

Pablo Pita Loira
....
PITAGORAL S. C.

INDIVIDUAL CONTRACT DESCRIPTION - PLA - 1.1

BETWEEN

Eurosoft Services Ltd. 7 Trinity Place, Midland Drive, Sutton Coldfield, West Midlands. B72 ITX

and

Pitagoral S. C., C/ Romero Robledo, 9 - E, 28008, Madrid, Spain.

Description of project work to be carried out:-

Development Environment:

- **Unix**
- **C++**

Task Description

- **Project Analyst**
  (and related duties)

Assignment can also include:

- Preparation of necessary Documentation
- Training of company and client personnel

The above list is not conclusive.

Project work carried out for: **CSC Computer Sciences,
                                        Hippokrateslaan 14, 1932 St Stevens,
                                        Woluwe, Belgium.**

Beginning and End of Contract

- Beginning of contract: **10 September 1997**

- End of Contract: **15 December 1997**
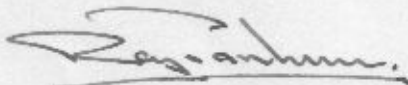
EuroSoft
A PARITY GROUP COMPANY

Payment of the Contractor

The Contractor will receive the sum of **BFR 660,000** for **60** days worked making a **daily** rate of **BFR 11,000** paid monthly at **c. BFR 220,000** on a pro-rata basis. For the purposes of calculation, a day is deemed to be **eight** hours.

The Contractor must render the Company, countersigned project reports and time-sheets, in order for payment to be made. In case these are not received, no payments will be made. Extra work will be paid upon receipt of project reports forms and time-sheets countersigned by the Company's Client.

During the course of the project, it may be necessary for further tasks to be completed. These shall be remunerated after mutual agreement on a pro-rata basis.

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....
EUROSOFT SERVICES LTD

....
PITAGORAL S. C.

INDIVIDUAL CONTRACT DESCRIPTION - PLA - 1.2

BETWEEN

Eurosoft Services Ltd. 7 Trinity Place, Midland Drive, Sutton Coldfield, West Midlands. B72 ITX

and

Pitagoral S. C., C/ Romero Robledo, 9 - E, 28008, Madrid, Spain.

Description of project work to be carried out:-

Development Environment:

- **Unix**
- **C++**

Task Description

- **Project Analyst**
  (and related duties)

Assignment can also include:

- Preparation of necessary Documentation
- Training of company and client personnel

The above list is not conclusive.

Project work carried out for: **CSC Computer Sciences, Hippokrateslaan 14, 1932 St Stevens, Woluwe, Belgium.**

Beginning and End of Contract

- Beginning of contract: **16 December 1997**

- End of Contract: **31 December 1998**

EuroSoft

Payment of the Contractor

The Contractor will receive the sum of **BFR 3,150,000** for **252** days worked making a **daily** rate of **BFR 12,500** paid monthly at **c. BFR 250,000** on a pro-rata basis. For the purposes of calculation, a day is deemed to be **eight** hours.

The Contractor must render the Company, countersigned project reports and time-sheets, in order for payment to be made. In case these are not received, no payments will be made. Extra work will be paid upon receipt of project reports forms and time-sheets countersigned by the Company's Client.

During the course of the project, it may be necessary for further tasks to be completed. These shall be remunerated after mutual agreement on a pro-rata basis.

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....
EUROSOFT SERVICES LTD

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PITAGORAL S. C.