

**STANDARD CONTRACT FOR THE IMPLEMENTATION
OF COMPUTER PROJECTS**

GENERAL TERMS AND CONDITIONS

1. It is hereby agreed that

**OCTOPUS INTERNATIONAL SA/NV
Avenue de Tervueren 142-144
1150 Brussels
BELGIUM**

hereinafter referred to as OCTOPUS, will use the services of

**PITAGORAL S.C.
C/ Calatrava 3
11100 San Fernando (Cadiz)
SPAIN**

hereinafter referred to as the Consultant, for the implementation of a series of computer projects on the attached schedule.

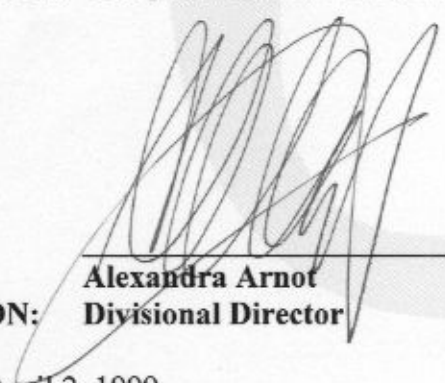
2. The duration of this contract is specified in the attached schedule. Octopus or the Consultant may at any time give 30 days notice in writing to terminate this contract.
3. The Consultant will be paid the rate as set out in the attached schedule. The number of days paid will be those as specified on Octopus's time sheets signed by our client's authorised representative. A signed time sheet shall represent the sole basis on which the Consultant's invoices will be accepted.
4. The Consultant agrees to sign any reasonable statement concerning confidentiality which our clients may require.
5. Without prior consent of Octopus in writing, the Consultant shall not during the contract period or during a period of twelve months thereafter or any extension thereof, procure or attempt to procure any contract with any client of Octopus specified on the attached schedule for whom they have provided services whilst under contract to Octopus.
6. During the contract period, the Consultant's named staff on the attached schedule will provide their services exclusively to the named client.
7. Invoices will be accepted on a monthly basis. The first invoice should be for the period shown on the attached schedule. Consulting charges will be transferred from our account within 10 working days of presentation of an original invoice. Any costs incurred in payment of fees outside of a local Belgian or UK bank are the responsibility of the Consultant.



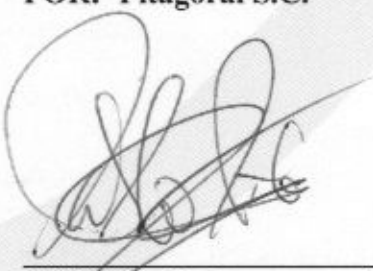
8. The Consultant will provide the staff named on the attached schedule on a full-time basis. No substitution will be permitted.
9. The rates quoted are inclusive of all expenses that may be incurred in working at the specified client location. Any expenses incurred in travelling to other client location(s) at the client's request will be fully reimbursed.
10. The Consultant will ensure that the named staff conduct themselves in a professional manner at all times whilst providing services to Octopus and its clients.
11. Octopus or the Consultant reserves the right to cancel this contract immediately in the event of a serious breach of any of the conditions.
12. In the event of our client, named on the attached schedule, being declared bankrupt, entering into a voluntary arrangement with its creditors, being placed into administration or receivership, Octopus reserves the right to terminate this contract forthwith.
13. The Consultant will ensure that all of its project staff subscribes to the social security system of the country in which the Consultant employs them and will provide documentary evidence within four weeks of the commencement of the contract, if requested.
14. The consultant assumes full responsibility for taxes in whatever country they are employed.
15. This contract shall be construed in accordance with the laws in Belgium and may not be assigned.

FOR: Octopus International SA/NV

FOR: Pitagoral S.C.



Alexandra Arnot
Divisional Director



Pablo Pita Leira
Consultant

POSITION:

DATE: April 2, 1999



SCHEDULE

CONTRACT N°: OISA 99002A
START DATE: April 12, 1999
COMPLETION DATE: December 31, 1999
CONSULTING RATES: 480,91 Euro (19.400 Bef) per full working day (excluding VAT)

The first invoice will be accepted for the period ending April 30, 1999 and thereafter, at monthly intervals.

WORKING HOURS: The Consultant shall work 40 hours per week, based on average of 40 hours per day. Hours worked in excess of 40 hours per week shall not be remunerated, unless the Client explicitly requires such additional hours and has approved the number thereof.

EXPENSES: Any expenses (other than travel from the Consultant's home to the Client's address accommodation in Belgium) incurred by the Consultant in the performance of this agreement will be reimbursed by the Client. All expenses must be approved beforehand by the Client and payment will be made on the Client's acquisition of the appropriate receipts.


APPROVED STAFF: Mr. Pablo Pita Leira

CLIENT: Royale Belge

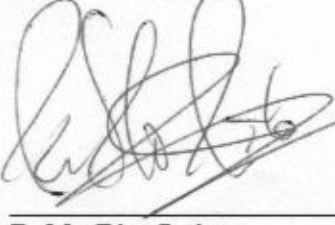
DUTIES: C++ Analysis and Programming

FOR: Octopus International Sa/Nv

FOR: Pitagoral S.C.



Alexandra Arnot
Divisional Director



Pablo Pita Leira
Consultant

POSITION:

DATE: April 2, 1999

