

AGENCY AGREEMENT

In(La Coruña)....., on(month), 200.....

BETWEEN

Mr/Mrs.....(name).....of age, with National ID Document number
....., hereinafter referred to as the AGENT

And

Mr/Mrs.....(name).....of age, with National ID Document
number.....acting for and on behalf of.....hereinafter
referred to as the COMPANY.

Both parties mutually acknowledge the legal capacity of the other to commit at law and sate
as follows

WHEREAS

Both parties wish to execute this Agency Agreement, which shall be governed by the
provisions herein, and y alternatively by Law 12/1992 of 27th. May.

TERMS AND CONDITIONS

First.- The AGENT shall perform, either by himself or by the means of his agents, the
promotion and execution of any commercial transactions consisting
in.....

Second.- The AGENT, with the prior consent of,
shall be entitled to perform his business in the name and on behalf of several different companies,
with the exclusion of those companies whose business may be the same or of the same nature as
(*company name*)'s business and may be competitors to (*company name*).

Third.- Upon handling of the goods, the AGENT shall be entitled to request the
acknowledgment stating that such goods have been sold.

In addition, in the case that buyer rejects to receive any goods or holds up their receipt
without any fair ground, the AGENT shall be entitled to keep such goods.

Fourth.- The AGENT shall at any time perform his business in good faith, watching over (*company name*) 's interest, and particularly the AGENT shall:

1. Promote and execute any operation that might be commissioned.
2. Report to the Company any information he may be aware of, that might be necessary for the proper performance and management of any commercial operation entrusted to him, as well as any information regarding the credit worthiness of third parties.
3. Perform his business following the reasonable instructions given to him from time to time by the Company, as long as such instructions do not interfere with his independence.
4. Receive in the name and on behalf of the Company any claims laid by third parties.
5. Keep independent accounts of any and all transactions and businesses for every company for which he performs his work.

Fifth.- The Company shall at any time behave in a legal manner and in good faith, and particularly the Company shall:

1. Handle to the AGENT in sufficient time and appropriate quantity, any simples, catalogues, tariffs and any other document and material necessary for the AGENT to perform his business.
2. Provide the AGENT with any information necessary for the execution of the Agency Agreement, and particularly to inform the AGENT, upon having knowledge, about any forecast regarding a remarkable drop of the quantity and volume of transactions and operations.
3. Pay the AGENT the agreed remuneration.
4. Notify the AGENT the acceptance or the rejection of any business operation within 15 days.

Sixth.- The AGENT's remuneration shall beof the any operation promoted and executed by the AGENT, in addition to those promoted by the AGENT but executed by any other person.

Furthermore, the AGENT shall receive aon any operation that might have been concluded within his exclusive territory, even though such operations had not been promoted or executed by the AGENT.

The AGENT shall also be entitled to his commission whenever any operation is concluded after the termination of this Agreement, if such operation was made possible thanks to the activity performed by the AGENT and had been executed within three months since the termination of the agreement, if the order was set before such termination.

Any commission shall be deemed accrued upon the execution by the Company of any operation, or when the Company should have executed such commercial operation, or when such operation would have been executed partially or totally by the third party.

On the last day of the month following the end of the quarter in which such commissions were accrued, the Company shall provide the AGENT with a list containing all the commissions accrued for every transaction or operation. In addition the AGENT shall be entitled to request the supervision of the Company's accountancy in those cases he might have such right according to the provisions of the Code of Commerce.

Any commission shall be paid to the AGENT, at the latest, on the last day of the month following the month when such commission was accrued.

Seventh.- This Agreement shall be in force for an indefinite time.

This Agreement shall be terminated by any party with prior written notice delivered to the other party of one month for every year the Agreement was in force, but never more than six months advance.

Eighth.- This Agreement shall be deemed terminated without prior notice:

1. If any of the parties fails to fulfil, either entirely or partially, any statutory obligation or any obligation provided herein.
2. If any of the parties goes to bankruptcy or when the party's request for judicial statement of insolvency is accepted for consideration by the competent judicial instance.
3. In case of death, or death statement of the AGENT, but not in case of death or death statement of the other party.

Ninth.- Upon termination of this Agreement and provided that the AGENT has generated new clients to the Company or remarkably increased the commercial operations with the existing customers, and if the AGENTS business can be profitable for the Company, the AGENT shall be entitled to a compensation, for the commissions he would otherwise not receive or any other circumstance. Such compensation shall also be payable in the case of termination of the Agreement due to the AGENT's decease or death statement.

Notwithstanding the compensation for customers above, if the Company wishes to unilaterally terminate the Agreement for an indefinite time, the Company shall keep the AGENT harmless for any damage such extinction might cause to the AGENT.

Tenth.- This Agreement shall be governed and construed according to the Laws of Spain, and particularly Law 12/92 of Agency Agreement.

Both parties expressly waive any other jurisdiction and submit themselves to the Courts of the city of La Coruña in respect of any dispute or disagreement which might arise regarding the performance of this Agreement.

In witness whereof both parties have executed this Agreement on the date and place first written above.

COMPANY NAME

AGENT