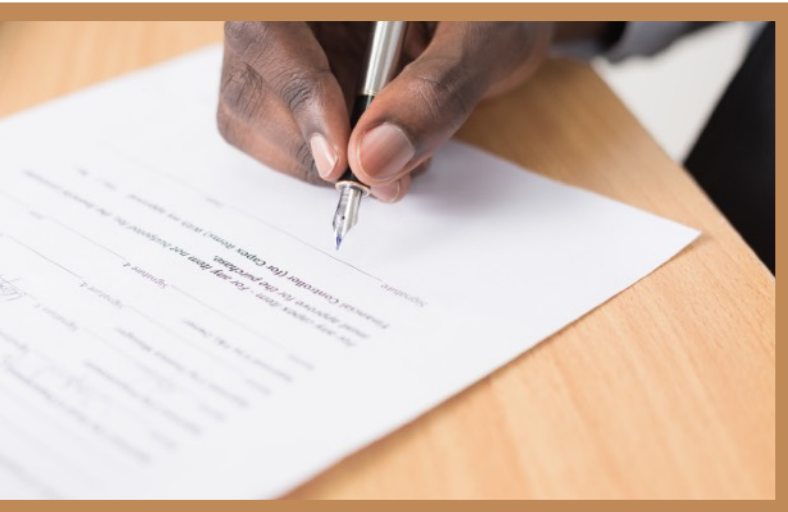


Terms & Conditions



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The following conditions and provisions and what applies to them of amendments regarding the services, provided to our Clients on the public level or regarding a specific subject , are applicable. Item (1) contains the definitions and expressions used in this regard.



Art.1 Terms

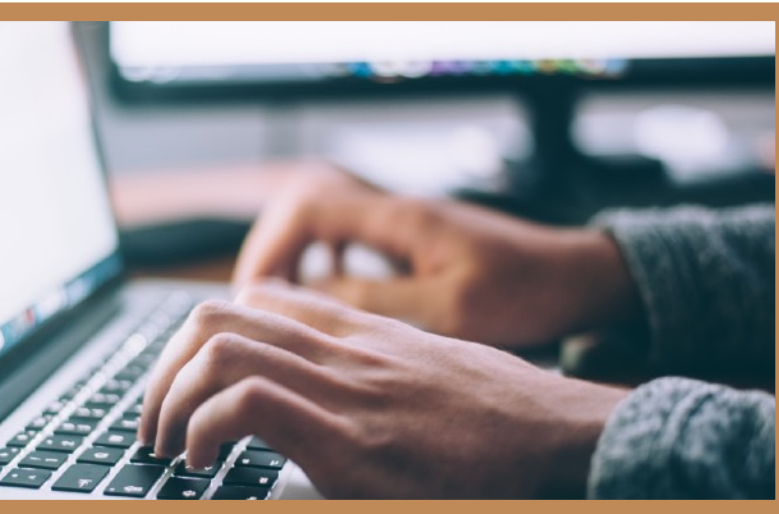
1-1 LSLF : the work team of the Legal Steer Law Firm ; whenever it exists. Please revert to the Website“ www.legalsteer.com” to view the work team and partners and their work scope. The principal office of LSLF is located at 15 Rushdy Street, Salma Tower, Office No. (104), Bab El-Louk, Abdeen, Cairo, Egypt. Postal Code: 11511 or other consolidated or sister entities, which practice business outside Egypt in the name of LSLF or under the umbrella of a joint venture or common arrangements with LSLF in any other region, whereas each of these entities is referred to as LSLF.

1-2 Services: All services provided by LSLF. Please, revert to “www.legalsteer.com” to view the services, supplied by our firm. In case of discrepancy between the contract conditions and provisions for submission of these services and any other conditions and provisions, a separate agreement shall be made. The latter’s conditions and provisions shall be applicable.

1-3 Dealing: It means the legal consultation or the service, regarding which the legal consultation or services are provided as a dealing(or case or appeal or cassation). Each business shall have a separate dealing apart from the other in accordance with the contract , concluded between us, without extending such to other dealings or consolidated or friend companies. The reference to "us" or "ours" or LSLF is the same as to "Legal Steer Law Firm".

1-4 Subsidiary Expenses: Include all legal or official expenses, travel tickets, faxes, copies, translations, legal claims, document filing and other expenses, incurred by LSLF on behalf of your self until the completion of the dealing.

1-5 Complementary Expenses: They are all previous, contemporary or addendum business of the dealing, whether by seeking the assistance of consultants, accountants, engineers, arbitrators or preparing a report on the business or appeal or cassation...etc. It includes all efforts, exerted by LSLF to carry out the judicial verdict in your favor or to follow up dealings assigned to other than LSLF.



Art.2

Scope of work

2-1 An agreement shall be concluded between us from time to time regarding scope of works, assigned to our firm.

2-2 The consultative opinion, provided by our Firm, is based on the regulations, laws, legislations and what the Supreme Court has established with respect to the scope of dealing .Any later changes to the law or the business or the court verdict shall not oblige LSLF to update its consultative opinion, unless we agree with you in this regard.

2-3 In case of dealing with LSLF regarding a certain issue, we shall submit to you a draft of the documents, prepared by our Firm, such as letters and reports for you to view. It is not permissible for you to depend on theses drafts until their completion, and receiving a written confirmation from our side regarding them and receiving a final copy thereof. You may receive several copies of the documents and reports, that have been finally

edited in the storage means, for which the written document shall be the conclusive one.

2-4 To achieve the professional purposes of the business, we shall deal with you as our Client and LSLF's services shall not extend to include the affiliated, consolidated or friendly companies or others, unless a written agreement has been concluded in this regard. It is assumed that no other person shall depend on our consultative opinion, submitted to you. Such person shall not enjoy any protection, based on our commitment, or request compelling us with any of our conditions with you by virtue of any applicable law.

2-5 LSLF is committed, during the dealing, to carry out all instructions, sent by express mail or e- mail, previously determined on our website or those, delivered by hand. No other instructions shall be taken into consideration, provided that to observe such by three days before executing the dealing incase of completing all documents in accordance with the applicable laws and regulations in the service provision area.

2-6 LSLF reserves the right not to send any of its partners, consultants or employees to any place, that constitutes a hazard to their safety.



Art.3

Resources

3-1 In our business we seek the assistance of partners or Legal Steer Law Firm staff (whether hired by LSLF, cooperating with LSLF or participating through any other party, working for LSLF or in its favor), whom we believe they are suitable to assume our mission with you.

3-2 Our attorneys and others, who take care of your dealings, may not all be professional practitioners, qualified to work on the legal jurisdictions applicable to our mission with you. Therefore, you have to accept initially our seeking the assistance of other workers in case of necessity to submit services pertinent to the sized mission in any other country we operate therein.

3-3 In case either of us issues instructions to any consultants other than LSLF within the framework of any dealing , such will ensue a direct responsibility for their fees, their other services, their expenses, and any sales tax, value added tax and any interest. We shall not bear any responsibility for what those consultants do of actions

or what they commit of mistakes, whether by positive action or refrain thereof.

3-4 You shall submit all documents translated to LFSL in accordance with state's scope of work and approved in accordance with the applicable law and regulations as well as all information before imitating the dealing by ten days at least.



Art.4

Fees

4-1 LSLF provides its clients with clear information about work requirements, timetable, and cost of each operation in addition communication statement pertinent to each Client with the aim of facilitating matters to our Clients. LSLF also provides several ways for payment your fees, based on the nature of the service, whereas the Client may select between pricing as per the working hours or determining a an amount as a fixed percentage or 1-22

4-2 The scope of the consultative services , provided by LSLF includes in general, corporate, investment, and tax consultation and contract and agreement formulation, attending negotiations and dealings with a third party, whether individual, companies or government...etc., except litigation, where the fees are agreed upon in advance on basis of each dealing.

4-3 With respect to the evaluating the fees: After viewing the nature of the dealing and our assessment of the size of our dealing between us and sending all information and documents and on basis of which LSLF shall present

a an estimative assessment at the time of estimation. In case of non authenticity of information, provided to our Firm regarding the dealing or occurrence of substantial change during the process of the dealing, then, it is not permissible to take such assessment into account. Consequently, such estimative statement shall not be deemed a final assessment or a maximum limit of our fees.

4-4 In case of determining a maximum of fixed fees, it should be determined in advance along with illustrating the amount of work, agreed upon. In case of substantial change of the work or increase of the dealing's volume, we preserve the right to re-consider the amount of the fees with the amount of the increase, that equals the original fees agreement.

4-5 Our fees are exclusive of "value added tax"(or any other direct or indirect taxes, imposed by the competent authorities of the Dealing State). Our invoices shall increase by the value of this tax, which you should pay in addition to the fees in your capacity as service recipient. Our fees are also payable in full since they are net fees, exclusive of any other deductions, that may be imposed legally.

4-6 dealing between our Firm and the Client shall be based on what we provide of legal services with respect to any dealing, notwithstanding that LSLF has alternatives in determining the fees in accordance to the following:

First Case Working Hours: Our Fees are based on the actual working hours, which the Attorney, the senior Councilor and the support employees spend. This rate depends on the expertise and qualifications of each individual in accordance with the previous agreement between us.

Second Case Percentage: 1-30 Our fees depend on a fixed amount, agreed upon in advance and the payment of 50% in advance before carrying out any job, provided that the reminder shall be due after termination of the dealing in reconciliation or judicially. In this context we draw your attention to all costs we bear on your behalf in accordance with Item (4-1) and (5-1), which you should pay within (10) ten days maximum pursuant to Item (2-5)

Third Case Dealing Without A Specific Amount: Our Fees, assigned to our Firm in the Dealing without specific amount, shall be assessed on basis of the total fees to be paid quarterly in case we pursue the dealing, taking into consideration the amounts exempted in accordance with Item (4-1) ,(5-1).



Art.5

Recovery Policy

5-1 LSLF bears part of the expenses in return of accomplishing the dealing such as subsidiary expense in accordance with Item (4-1) at its actual price or at the price, determined thereof. This is in addition to the complementary fees, illustrated in the Item (5-1)and in accordance with prior agreement between us. We would like to draw your attention to the fact that we perform works pertinent to the dealing during the weekly or official or vacations or during additional working hours.

5-2 LSLF may divulge the bill payment policy at the beginning of the dealing or we may provide you with the latest updates of the bills at convenient periods (Monthly). It is permissible to send you the bills e-mail. Each bill shall include a detailed statement of the work done on our side or on the side of others working for LSLF or those in support thereof. You will have to settle the accounts within ten (10) days. In case of disagreement regarding the amount, partially claimed, we immediately compel you to pay the other part, regarding which there

is no disagreement. You are also obliged originally to pay the fees, even in case the other party's acknowledgement and agreement to pay on your behalf. We reserve the right to collect interest on daily basis at the rate of 7% (r if the interest rate on late payments is provided for in that compensation law, it shall be the rate, provided for in that law). If the disagreement climbed to the maximum, a compensation shall be made between the amount in our possession and those due to us as well as to keep any documents in our possession, if they are related to the bills, that have not been paid.

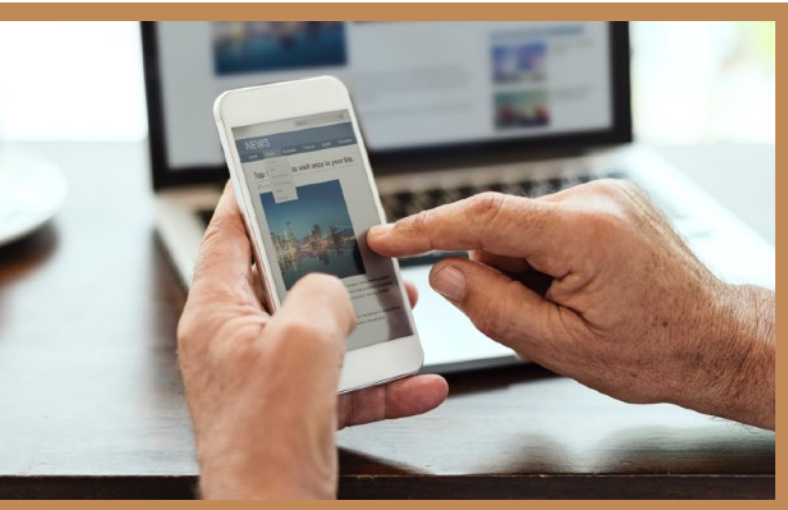
5-3 LSLF has the right to receive the full payment , provided for in Item (4) immediately termination, your abundance of the dealing, termination of the case in reconciliation, cancellation of the proxy, removal, or non submission of the documents in support of the dealing or keeping

5-4 LSLF May divulge the bill payment policy since the beginning of the dealing and shall provide you with the latest updates of the bills at convenient periods (monthly). It may send the bills by e-mail. Each bill shall contain a detailed statement of the job performed by our firm or by others, working for LSLF, or in support thereof. You will have to settle the accounts within (10) days. In case of disagreement about the partially claimed amounts, you are obliged to pay the amount, not subject to disagreement. You are also obliged to pay the fees

in the original capacity , even if the other party acknowledges and agrees to pay on your behalf. We preserve our right to calculated interests to be calculated on daily basis at the rate 7% (or if the interest rate on the late payments is provided for in the competent law, it shall be at that rate of the law. If the dispute reaches its climax , a clearing shall be performed between the amounts in our possession and those due to us . We shall also keep the documents in our possession, if they are related to the unpaid bills.

5-5 LSLF is entitled to the full payment of the fee, provided for in the Item (4) immediately in case of termination, leaving the dealing or termination of the case in reconciliation or cancelling the proxy or removal or non submission of the documents , supporting the dealing or refraining to provide LSLF with the opponents information and data or if you are required to give the conclusive oath or interrogation or you have refrained to attend to support your case.

5-6 LSLF is not responsible for the documents and papers...etc. Immediately after the termination of the dealing, removal, waiver, if you do not receive them within three months as of the date of the dealing termination . The passage of this period shall be deemed an acknowledgment on your part of receiving the papers or documents, unless you request us to keep them at our end.



Art.6

Communication Means

6-1 Unless we agree on otherwise, communication between us throughout the dealing shall be made by any means we deem convenient , taking into consideration the emergency cases to perform the dealing, where we communicate directly with your work team and other consultants. Communication shall be made through e-mail, fax or other safe communication means. We would like to inform you that postal correspondence is not a safe communication means or that it is free of defaults, therefore you are not supposed to assume our receipt of any electronic messages. You are supposed to follow up to the most important correspondence by phone, fax or mail.

6-2 Due to our receipt of undesired messages or being exposed to viruses LSLF uses filtration programs to protect its electronic systems. Therefore, we inform you that we are not responsible, if these programs do not work properly, resulting in subjecting your systems to any virus through an electronic mail from our side.

6-3 We may contact verbally with each other through telephone communication or the meetings, dedicated to follow up the work progress of the dealing, LSLF is not committed to any consultative or legal opinion, unless it is written and approved.



Art.7

Confidentiality

7-1 LSLF seeks the preservation confidentiality of your information during and after the completions of your dealing. This is one of our consolidated principles, which LSLF pursues in all its dealings with you and others.

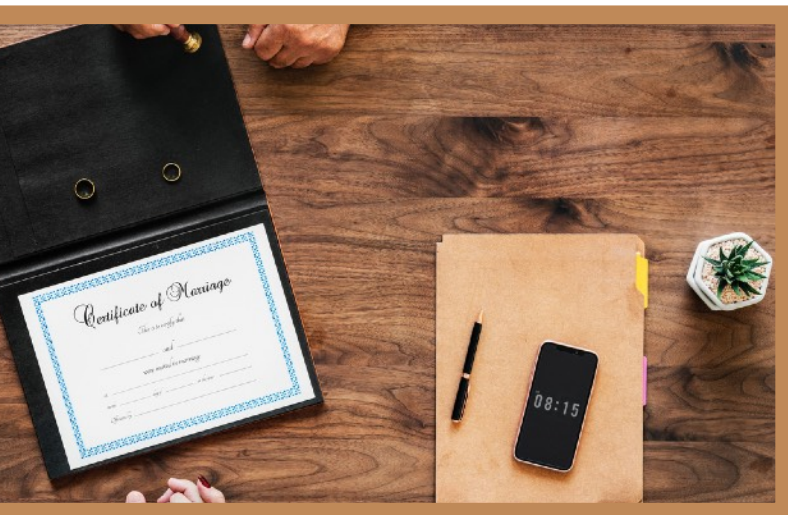
7-2 LSLF is committed to complete secrecy during any dealing between us. It is not permissible to divulge any information to others, unless upon your approval with the exception of the laws and applicable laws, resolutions and judicial verdicts as well as others, who work for you. We can not divulge any information to you regarding any information, we have regarding another dealing, even if it is closely related to your subject, unless we have a previous agreement from the other Client.

7-3 We would like to inform you that LSLF Work Team can view any information due to the work, assigned to it, whether translation or copying...etc. and be committed to the restrictions convenient to maintain confidentiality.

7-4 With respect to taxation, which might be applied in the dealing state so that the Consultant should divulge your dealings, but in many cases We are not committed to reveal any information on the basis that our consultative opinion enjoys a legal advantage, which may exempt our Firm from revealing information. In case of divulging these details or of what we have rendered of legal advice pertinent to taxation and you have waived any privilege not to divulge, LSLF is legally committed to divulge its consultative business to the legally competent authorities.

7-5 LSLF assumes that the information, submitted to it and is subject to confidentiality, have been given to our Firm without affecting these obligations.

7-6 In case of contacting LSLF regarding a potential dealing and if you decide not to assign us, please note that we are not obliged to refrain from dealing in favor of another Client, whose interests are in conflict with yours in this dealing and LSLF is committed to protect your confidential information in accordance with our regular system and applicable rules.



Art.8

Conflict of interests

8-1 Upon the existence of conflict of interests between your interest and those of another client, you will have to raise the issue to LSLF, which is committed to inform you of any potential conflict within what is proper, taking into consideration our commitment to confidentiality before all our clients and legal ethics. In the existence of such conflict, the decision is ours, either to work in favor of both Parties or work in favor one party only or refrain from working for both, taking into consideration the interests of both parties. In case of not providing us with the necessary information regarding a dealing, LSLF shall have the freedom to deal with another Client, regarding this dealing.

8-2 In addition to the foregoing LSLF adopts the professional work code not to refrain from providing its services in all fields, therefore without application of the obligatory item to waiver that conflict within the limits, permitted by the laws of the dealing state, the cases of interest conflict may cause an obstacle, that prevents you and other Clients from using the right to choose us

as a legal consultant for them. It also prevents LSLF from providing consultation or dealing with any party. Consequently, you are required to approve that we have the right now and in the future to represent other clients, who have conflicted interests with you or with any entity , affiliated to you, in any dealings not closely related to dealings in our possession (Not connected dealings). You are also required to approve that it is not permissible for you to oblige us that our representation of you or any affiliated entity in any previous or current subject is deemed a basic hob, that prevents LSLF from representing another client in another non-related issues.

8-3 In accordance with the laws of the dealing state, LSLF has the freedom to deal with more than on client , such is in the cases, in which there are more than one client with the same actual or potential interest of the same dealing subject or has the desire to compete the same origin(this means to own a company, exhibited in a public auction).



Art.9

Liability limits

9-1 LSLF is responsible for all its subordinates' works even if a grave mistake occurred, resulting in a direct material damage to you.

9-2 You are committed to bear all damages, occurring to LSLF, as a result of deceit, grave negligence or intentional misconduct or delay in providing our Firm with the information or documents in a general way and it is not permissible to revert to LSLF as result of such action.

9-3 LSLF is not responsible for what occurs to you as a result of providing our services or fulfilling our legal obligations (or our action in accordance with our legal point of view) as long as our action is based on good faith. However, in all cases the maximum limit of our responsibility is subject to court assessment.

9-4 LSLF is not responsible for missing objection dates in case of your refrain to pay the duties and fees in accordance with Items 4 and 5 and submission of the documents in accordance with Item (5-2)and upon a receipt, signed by our Firm.

9-5 The client acknowledges that he has requested from LSLF to destroy all papers, documents, contracts, deeds, statements and receipts and other papers, delivered to him in accordance with Article (4-5).



Art. 10

Legal Cessation of the Dealing

10-1 In some circumstances we have to cease pursuing the dealing without explanation, whereas in certain areas we may be subject to money laundry provisions or legal inquiries, which are imposed on certain states, entities or certain individuals. These laws may include prohibitions or certain or general restrictions on the trade business or financial restrictions and in order to be committed to perform the dealing , we should be:

A- provided with information and documents, pertinent to your external and internal activities and source of your money. You should provide us with them once we request them as well as your approval to our performance of an investigation in various ways about your person.

B- Provide us immediately if it comes to your knowledge that our business regarding the dealing may result in violation of any penal codes.

In both cases, we shall not be responsible towards you for any loss, damage or delay, that you may be exposed to as a result of dealing cessation, our commitment to any law or as result of an action, we should perform.

10-2 In case of dealing in a doubtful activity, we are not obliged to complete it, unless are provided with what eliminates these doubts.

10-3 In case of payment delay of any dues beyond the dates, provided for in Item Fifth for a maximum period ten days from their due date, LSLF shall have the right to cease pursuing the work, agreed upon with you, without notice or notification, along with charging you of all results, inflicted on you as a result of this cessation.



Art. 11

Other Subjects

1-1 Pursuant to LSLF policy with respect to eliminating the documents, you are required within three months from dealing termination to request a complete copy of the file we have. In case of this period termination, it shall be an implicit authorization on your part to eliminate these documents and not to keep them. But, in case of requesting to maintain and deposit them on our end, we are committed to pay an annual amount in return of keeping them. Please, be informed that we may eliminate the electronic files after the passage of one year from the end of the dealing, unless the law of the dealing state necessitates keeping these electronic files for longer periods.

11-2 The agreements and any non-contractual obligations, resulting from or related to a dealing, are subject to the provisions of the dealing state, otherwise is agreed upon with you in general with respect to the job, provided by LSLF or in particular in any specified area or with respect to any specific dealing. Any dispute

(including the compensation pertinent to any non contractual obligation) shall be subject to the jurisdiction of dealing state.

11-3 To ensure work progress regarding a dealing, an official power of attorney is required in the dealing state for some of our lawyers so that they have your authorization to deal on your behalf We would like to inform you that our lawyers are working on behalf of Legal Steer Law Firm to fulfill our obligations towards you, provided that it includes the jurisdiction over any contractual relationship between you and those lawyers., unless the applicable law requires such. Accordingly, your rights and obligations, are concluded between you and our Firm only, even if you have issued them this proxy, regardless whether this proxy has been used or not.