

**CLIENT AGREEMENT AND
MEMORANDUM OF UNDERSTANDING**

THIS CONSULTING FEE AGREEMENT AND MEMORANDUM OF UNDERSTANDING, ("CFAMOU") IS FREELY ENTERED ON

_____ / _____, 20_____ BY AND BETWEEN:

PNM GLOBAL GROUP, INC HEREINAFTER REFERRED TO AS **PARTY A**

AND

_____ HEREINAFTER REFERRED TO AS **PARTY B**

WHEREAS, EACH PARTY RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND WITHOUT NOTICE TO THE OTHER PARTIES, TO ADD OR DELETE INDIVIDUALS; AND

WHEREAS, THIS **CLIENT AGREEMENT AND MOU** SHALL IN NO WAY BE CONSTRUED AS AN AGREEMENT OF PARTNERSHIP AND NO PARTY SHALL, BY VIRTUE OF THIS AGREEMENT, HAVE ANY CLAIM AGAINST THE SEPARATE DEALINGS, VENTURES OR ASSETS OF ANY OTHER PARTY, NOR SHALL ANY PARTY BE LIABLE FOR ANY OTHER PARTY'S COMMITMENTS OR LIABILITIES HOWSOEVER INCURRED; AND

WHEREAS, PARTY "A" AND PARTY "B" INDIVIDUALLY RECOGNIZE THAT IN THE PROCESS OF CONDUCTING BUSINESS AND FINANCIAL TRANSACTIONS, EACH MAY LEARN DIRECTLY OR INDIRECTLY FROM THE OTHER AND/OR THEIR ASSOCIATES THE IDENTITY, ADDRESS, TELEPHONE NUMBERS, FACSIMILE NUMBERS, BANK ACCOUNTS, TRANSACTION CODES, PARTICIPATING BANKS, TRUSTS, ETC. OF ITS CLIENT SOURCES, FINANCIERS, BUYERS, SELLERS, MANDATES, AND /OR ANY ENTITIES WHICH ARE CONSIDERED PRIVILEGED AND CONFIDENTIAL INFORMATION;

NOW THEREFORE, IN CONSIDERATION OF VARIOUS PROMISES, COVENANTS AND UNDERTAKINGS CONTAINED HEREIN, THE MUTUAL BENEFITS AND SUCH BEING FULLY ACKNOWLEDGED, AND FOR GOOD AND VALUABLE CONSIDERATION, **PARTY "A" AND PARTY "B"** HEREBY AGREE TO THE TERMS AND CONDITIONS HEREINAFTER SET FORTH.

1. **PURPOSE OF THIS CLIENT AGREEMENT AND MOU.** PARTY "A" AND PARTY "B" WISH TO ENTER INTO THIS AGREEMENT FOR

THE FOLLOWING PURPOSE OF ASSISTING OR CONSULTING PARTY "A" IN FINDING OR OBTAINING A _____

_____. AS RESULT OF SUCH ASSISTANCE AND CONSULTATION DURING THE TERM OF THIS **CLIENT AGREEMENT AND MOU** FOR THEIR COMMON BENEFIT AND THAT OF THEIR ASSOCIATES, ASSIGNS, TRANSFERS, DESIGNEES, AGENTS, ATTORNEYS, EMPLOYEES, PARTNERS, CO-VENTURES AND OTHER INTERESTED PARTIES (HEREIN CALLED ASSOCIATES).

2. **TAX CONSIDERATIONS.** NONE OF THE PARTIES SHALL MAKE ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY REGARDING THE TAX CONSEQUENCES, IF ANY, ARISING AS A RESULT OF THIS **CLIENT AGREEMENT AND MOU**. ALL PARTIES ACCEPT FULL RESPONSIBILITY FOR ANY TAXES, IMPOSTS, LEVIES, DUTIES OR OTHER CHARGES, BOTH NOW AND IN THE FUTURE, AS A CONSEQUENCE OF ENTERING INTO THIS **CLIENT AGREEMENT AND MOU**. HOWEVER, IN THE EVENT OF AN AVAILABLE TAX TREATY, SAME SHALL BE MADE KNOWN TO ALL PARTIES UPON THE SIGNING OF THE CONTRACTUAL AGREEMENT RELATING TO THAT PARTICULAR TRANSACTION.

3. **IRREVOCABILITY.** THIS **CLIENT AGREEMENT AND MOU** IS IRREVOCABLE AND SHALL BE IN FULL FORCE AND EFFECT UNTIL COMPLETION OF THE TRANSACTION INCLUDING THE ROLLS, EXTENSIONS, ADDITIONS, AND RE-INVESTMENTS AND SHALL BE BINDING ON THE PARTIES THEIR HEIRS, SUCCESSORS, ASSIGNS, AGENTS, ATTORNEYS AND ALL ASSOCIATED PARTIES IN THE TRANSACTION (S) THAT ARE THE SUBJECT OF **THIS AGREEMENT**.

4. **TERM AND EXTENSIONS.** THIS **AGREEMENT** IS FOR A PERIOD OF FIVE (5) YEAR AND IS IRREVOCABLE AND SHALL BE IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM AND UNTIL COMPLETION OF SAID TRANSACTIONS INCLUDING ALL RENEWALS, ROLLOVERS, EXTENSIONS, ADDITIONS, AND RE-INVESTMENTS TO SAID TRANSACTIONS AND SHALL BE BINDING ON THE PARTIES, AS A PERSONAL OR CORPORATE PARTICIPANT, OR ANY AFFILIATED ENTITIES, OFFICERS, THEIR HEIRS, SUCCESSORS, ASSIGNS, AGENTS, TRANSFEREES, DESIGNEES, ATTORNEYS AND ALL ASSOCIATED PARTIES IN THE TRANSACTION(S) THAT ARE THE SUBJECT OF THIS **CONSULTANCY FEE**.

5. **RELEASE OF LIABILITY.** PARTY "A" AND PARTY "B" INDIVIDUALLY AND COLLECTIVELY, HEREBY INDEMNIFY AND HOLD HARMLESS ALL INTERMEDIARIES AND CONSULTANTS, THEIR AFFILIATES, THEIR DIRECTORS, MANAGEMENT, EMPLOYEES, AGENTS AND REPRESENTATIVES AND/OR THEIR ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, LITIGATION LOSSES, JUDGMENTS, DAMAGES, PENALTIES OR EXPENSES, CIVIL AND/OR CRIMINAL LIABILITIES, INCLUDING ATTORNEY'S FEES, WHICH MAY ARISE OUT OF OR IN CONNECTION WITH, THE PERFORMANCE OF ANY DUTY BY ANY INTERMEDIARY OR CONSULTANT, WHETHER WHOLLY OR IN PART FROM RELIANCE BY THAT INTERMEDIARY OR CONSULTANT UPON THE REPRESENTATIONS AND WARRANTIES MADE BY THE

PARTY OF THE FIRST PART AND THE PARTY OF THE SECOND PART INDIVIDUALLY AND COLLECTIVELY, AS SET FORTH IN SAID TRANSACTIONS.

6. **ASSIGNABILITY.** THIS **AGREEMENT** IS UNCONDITIONALLY ASSIGNABLE AND DIVISIBLE. ANY PARTY HERETO MAY ASSIGN THEIR RIGHTS AND OBLIGATION AS DEFINED BY THIS **CLIENT AGREEMENT AND MOU** TO ANY OTHER PARTY AT THEIR SOLE DISCRETION BY PROVIDING WRITTEN NOTICE OF SUCH ASSIGNMENT TO ALL OTHER PARTIES HERETO.
7. **THIRD PARTY BENEFICIARY.** THIS **AGREEMENT** IS NOT INTENDED TO AND DOES NOT CONFER ANY RIGHTS ON ANY THIRD PARTY, AND NO THIRD PARTY SHALL BE A THIRD PARTY BENEFICIARY UNDER OR IN RESPECT OF THIS **AGREEMENT**.
8. **GOVERNING POLICY.** THIS **AGREEMENT** IS BASED ON THE FOLLOWING CLAUSE FOR ITS LEGAL BASIS AND INCLUDES, BUT IS NOT LIMITED, TO THE SPECIAL PROVISIONS, TERMS, CONDITIONS FOLLOWING THERE FROM. THE SIGNATORIES AGREE AND GUARANTEE NOT TO CIRCUMVENT, OR ATTEMPT TO CIRCUMVENT, ANY OF THE PARTIES IN RESPECT TO ANY OF THE CONTACTS EACH DISCLOSES AS A RESULT OF THIS **AGREEMENT** AND TO ABIDE BY THE USUAL NON-CIRCUMVENTION, NON-DISCLOSURE AND FORCE MAJEURE DISPOSITIONS INHERENT IN THIS TYPE OF **AGREEMENT** FOR A PERIOD OF SIXTY (60) MONTHS, OR AS LONG AS THE TRANSACTION CONTINUES (WHICHEVER IS LONGER), FROM THE DATE OF THIS AGREEMENT AND BINDS THE PARTIES AND THEIR ASSOCIATES.
9. **NON-CIRCUMVENTION AND NON-DISCLOSURE.** ANY AND ALL CONFIDENTIAL INFORMATION, INCLUDING THAT DERIVED FROM CONFIDENTIAL SOURCES, IS ACKNOWLEDGED AS VALUABLE AND EXCLUSIVE PROPERTY OF EACH RESPECTIVE PARTY.
 - a) EACH PARTY BELOW AGREES THAT HE IS RESPONSIBLE FOR ASSURING THAT ITS ASSOCIATES ABIDE BY THE INTENT OF THIS **AGREEMENT** AND THAT VIOLATIONS OR CIRCUMVENTION WILL ENTITLE THE VIOLATED PARTY TO LEGAL DAMAGES EQUAL TO THE MAXIMUM COMPENSATION IT SHOULD HAVE RECEIVED FROM SUCH TRANSACTION, PLUS REASONABLE ATTORNEY FEES AND EXPENSES SET FORTH BY THE COURT HAVING JURISDICTION.
 - b) EACH PARTY AGREES THAT NEITHER HE NOR ANY OF HIS ASSOCIATES OR ASSIGNS WILL ATTEMPT TO ALTER AGREED PROFIT SHARING AGREEMENTS, WHICH ARE THE SUBJECT OF THIS **AGREEMENT** AND ANY ATTEMPT TO MAKE SUCH ALTERATION SHALL BE A BREACH OF THE INTENT OF THIS **AGREEMENT** AND THEREFORE SUBJECT TO PENALTIES.
 - c) NEITHER PARTY, THEIR ASSOCIATES OR ASSIGNS WILL CONTACT ANY OF THE OTHER PARTY'S BANK OR FINANCIAL INSTITUTIONS REGARDING THIS TRANSACTION AND/ OR ANY FUTURE TRANSACTION(S) OF THIS NATURE WITHOUT FULL DISCLOSURE TO THE DISCLOSING PARTY, AND ANY CONTEMPLATED OR UNDER WAY TRANSACTIONS WHICH MAY BE CONTEMPLATED OR UNDER WAY EXCEPT THROUGH THEIR MUTUALLY AGREED-TO ASSIGNS AND ANY ATTEMPT TO DO OTHERWISE IS A VIOLATION OF THE COVENANTS CONTAINED HEREIN.
 - d) NONE OF THE PARTIES, THEIR ASSOCIATES OR ASSIGNS, INDIVIDUALLY OR OTHERWISE, WILL CONTACT, SOLICIT OR ACCEPT ANY BUSINESS, INCLUDING REFERRALS FROM THE SOURCES REVEALED AS A RESULT OF THIS **AGREEMENT**, WITHOUT THE EXPRESSED WRITTEN PERMISSION FROM AND INTRODUCTION BY THE PARTY WHO MADE THE SOURCE AVAILABLE.
 - e) IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THIS **AGREEMENT** IS A RECIPROCAL ONE AMONG THE SIGNATORIES, CONCERNING THEIR PRIVILEGED INFORMATION AND CONTACTS. FURTHER, THE SPIRIT BEHIND THIS

AGREEMENT IS ONE OF MUTUAL TRUST AND CONFIDENCE AND OF THE RELIANCE ON EACH OTHER TO DO WHAT IS FAIR AND EQUITABLE.

14. **VALIDATION AND ENFORCEABILITY.** IF ANY PART OF THIS AGREEMENT IS IN CONFLICT WITH ANY RULE OF THE LAW OR STATUTORY PROVISIONS, OR OTHERWISE IS UNENFORCEABLE UNDER THE LAWS OR REGULATIONS OF ANY GOVERNMENT OR SUB-DIVISION THEREFORE HAVING JURISDICTION THAT PART SHALL BE DEEMED VOID. HOWEVER, SUCH INVALIDITY OR ENFORCEABILITY SHALL NOT INVALIDATE ANY OF THE OTHER PARTS OF THIS **AGREEMENT**, WHICH SHALL CONTINUE IN FORCE.

15. **BEST EFFORTS.** ALL PARTIES SHALL EACH USE THEIR BEST EFFORTS TO TAKE OR CAUSE TO BE TAKEN ALL SUCH ACTIONS AND DO OR CAUSE TO BE DONE ALL SUCH THINGS AS MAY BE NECESSARY OR ADVISABLE AND LAWFUL AND PROPER UNDER ALL APPLICABLE LAWS TO INSURE THAT THIS **AGREEMENT** IS EXECUTED FOR THE BENEFIT OF ALL OF THE PARTIES INVOLVED.

16. **FORCE MAJEURE.** THE "FORCE MAJEURE" CLAUSE SET FORTH IN ICC PUBLICATION NO. 421 IS DEEMED TO HAVE BEEN INCORPORATED IN THIS AGREEMENT.

17. **GOVERNING LAW AND ARBITRATION.** THE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN THIS **AGREEMENT**. JURISDICTION SHALL LIE WITH AN ARBITRATOR NOMINATED BY THE APPROPRIATE COURT IN CONFORMITY WITH THE ARBITRATION RULES OF THE ICC. NO OTHER STATE OR COURT OF ANY OTHER NATION SHALL HAVE SUBJECT MATTER JURISDICTION OVER MATTERS ARISING FROM THIS **AGREEMENT**. THIS IS IN ACCORDANCE WITH THE INTERNATIONAL CHAMBER OF COMMERCE CONVENTION (I.C.C. 500/600).

18. **ATTORNEY'S FEES.** IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT BY A PARTY TO THIS AGREEMENT AGAINST THE OTHER PARTY HERETO TO ENFORCE ANY ARBITRATION AWARD, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER COSTS AND EXPENSES AND REASONABLE ATTORNEY'S FEES IN CONNECTION WITH OR ARISING FROM SUCH ACTION OR PROCEEDING, INCLUDING WITHOUT LIMITATION, OTHER COURT COSTS, CHARGES FOR EXPERT WITNESSES, ACCOUNTANTS AND THE LIKE, TRAVEL EXPENSES, LODGING, COSTS OF COLLECTION AND OTHER ASSOCIATED COST INCURRED THROUGH ALL TRIAL, ADMINISTRATIVE AND POST-JUDGMENT PROCEEDINGS, AND MAY BE COLLECTED AND TAXED AS COSTS.

19. **NON-EXCLUSIVE REMEDIES.** ALL RIGHTS AND REMEDIES OF THE PARTIES ARE SEPARATE AND CUMULATIVE, AND NO ONE OF THEM, WHETHER EXERCISED OR NOT, SHALL BE DEEMED TO BE TO THE EXCLUSION OF OR TO LIMIT OR PREJUDICE ANY OTHER RIGHTS OR REMEDIES WHICH THE PARTIES MAY HAVE.

20. **WAIVER.** THE PARTIES SHALL NOT BE DEEMED TO WAIVE ANY OF THEIR RIGHTS OR REMEDIES UNDER THIS **AGREEMENT**, UNLESS SUCH WAIVER IS IN WRITING AND SIGNED BY THE PARTY TO BE BOUND. NO DELAY OR OMISSION ON THE PART OF ANY PARTY IN EXERCISING ANY RIGHT OR REMEDY SHALL OPERATE AS A WAIVER OF SUCH RIGHT OR REMEDY OR ANY OTHER RIGHT OR REMEDY. A WAIVER ON ANY ONE OCCASION SHALL NOT BE CONSTRUED AS A BAR TO OR WAIVER OF ANY RIGHT OR REMEDY ON ANY FUTURE OCCASION.

21. **NO LIEN AND/OR ENCUMBRANCES.** IT IS EXPRESSLY AGREED THAT NO PERSON OR ENTITY, CORPORATE OR OTHERWISE SHALL BE ENTITLED TO PLACE OR CAUSE ANY LIEN OR ENCUMBRANCES ON THIS **AGREEMENT** OR ITS RELATED ACCOUNTS.

22. **LANGUAGE AND TRANSLATIONS.** FOR THE CONVENIENCE OF THE PARTIES, ONE OR MORE TRANSLATIONS OF THIS **AGREEMENT** MAY BE PREPARED. NOTWITHSTANDING THE PREPARATION OR EXISTENCE OF ANY SUCH TRANSLATIONS, THE ENGLISH LANGUAGE VERSION OF

THIS **AGREEMENT** SHALL BE CONTROLLING.

23. **COUNTERPARTS.** THIS **AGREEMENT** MAY BE EXECUTED SIMULTANEOUSLY IN TWO OR MORE COUNTERPARTS, ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT AND WHEN SO SIGNED SHALL BE DEEMED TO BEAR THE EARLIEST DATE WRITTEN BELOW. IT IS FURTHER UNDERSTOOD THAT FAX OR EMAIL COPIES AS WELL AS INTERNET SIGNATURES OF THIS **AGREEMENT** SHALL BE DECLARED AND CONSIDERED TO BE AS VALID AS THEIR ORIGINAL AND FULLY LEGAL, BINDING AND ENFORCEABLE IN ANY COURT.

24. **MODIFICATIONS.** NO PROVISION OF THIS **AGREEMENT** MAY BE AMENDED, ALTERED OR MODIFIED UNLESS IT IS DONE SO IN WRITING AND SUCH AMENDMENT, ALTERATION OR MODIFICATION HAS THEN BEEN ACKNOWLEDGED AND SIGNED BY ALL PARTIES TO THIS **AGREEMENT**.

25. **NOTIFICATION TO THE PARTIES.** ANY NOTICE HEREUNDER SHALL BE IN ENGLISH AND GIVEN BY ONE PARTY TO THE OTHER PARTY EITHER BY PERSONAL DELIVERY, OVERNIGHT COURIER SERVICE, CERTIFIED OR REGISTERED MAIL, OR BY FACSIMILE BEARING THE CORPORATIONS SEAL. ALL NOTICES SHALL BE DELIVERED BY ONE OF THE ABOVE MEANS TO THE ADDRESSES AS SHOWN ABOVE UNLESS AND UNTIL NOTICE OF DIFFERENT COORDINATES IS GIVEN BY ONE PARTY TO THE OTHER PARTY.

26. **ENTIRE UNDERSTANDING.** THIS **AGREEMENT** CONSTITUTES THE ENTIRE UNDERSTANDING OF THE PARTIES AND SUPERSEDES ANY AND ALL PRIOR AGREEMENTS AND NEGOTIATIONS WHETHER WRITTEN OR ORAL. THE PARTIES HAVE MADE NO AGREEMENT, REPRESENTATIONS OR WARRANTIES, EXCEPT AS SET FORTH HEREIN. ALL STATEMENTS AND REPRESENTATIONS MADE HEREIN ARE MADE WITHOUT OMISSION OF MATERIAL FACT AND WITH FULL CORPORATE LEGAL AUTHORITY AND RESPONSIBILITY. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN PARTIES. ANY AMENDMENTS HERETO, SHALL BE MADE IN WRITING. THE PARTIES SHALL REMAIN SOLELY RESPONSIBLE FOR OBTAINING ADVICE OF INDEPENDENT COUNSEL PRIOR TO ESTABLISHING, MAINTAINING OR DISSOLVING ANY ACCOUNTS OR INVESTMENT AGREEMENTS BETWEEN THE PARTIES INTRODUCED UNDER THE TERMS OF THIS AGREEMENT.

27. **INCORPORATION OF RECITALS.** THE RECITALS SET FORTH ABOVE ARE HEREBY INCORPORATED BY THIS REFERENCE.

28. **HEADINGS.** THE HEADINGS PRECEDING THE PARAGRAPHS OF THIS **AGREEMENT** ARE FOR CONVENIENCE OF REFERENCE ONLY, ARE NOT A PART OF THIS **AGREEMENT**, AND SHALL BE DISREGARDED IN THE INTERPRETATION OF ANY PORTION OF THIS **AGREEMENT**.

29. **EXECUTION OF OTHER DOCUMENTS.** PARTY "A" AND PARTY "B" HEREBY COVENANT AND AGREE THAT THEY SHALL EXECUTE ALL OTHER INSTRUMENTS AND DOCUMENTS THAT ARE OR MAY BECOME NECESSARY OR CONVENIENT TO EFFECTUATE AND CARRY OUT THIS AGREEMENT.

30. **INCORPORATION OF OTHER DOCUMENTS.** IT IS UNDERSTOOD BY PARTY "A" AND PARTY "B" THAT ANY AND ALL OTHER DOCUMENTS RELATING TO SAID PRIVATE TRANSACTION PARTY "A" AND PARTY "B" AND SAID CLIENT'S ARE HEREBY INCORPORATED INTO AND MADE A MATERIAL PART OF THIS **AGREEMENT**.

31. **LEGAL SIGNATURES.** PARTY "A" AND PARTY "B" HEREBY AGREE THAT SHOULD THIS **AGREEMENT** OR ANY SUBSEQUENT ADDENDUM BE TRANSMITTED BY FACSIMILE OR ELECTRONIC MAIL, THE SIGNED FACSIMILE OR E-MAIL DOCUMENT AS WELL AS INTERNET SIGNATURES SHALL BE CONSIDERED AS AN ORIGINAL AND FULLY LEGAL, BINDING AND ENFORCEABLE PURSUANT TO THE TERMS AND CONDITIONS FOR THIS **AGREEMENT**.

32. **WARRANTY OF AUTHORITY.** **PARTY "A" AND PARTY "B"** HEREBY WARRANT AND AFFIRM, UNDER PENALTY OF PERJURY, THAT EACH HAS THE FULL LEGAL CAPACITY AND LAWFUL AUTHORITY TO EXECUTE AND DELIVER THIS **AGREEMENT** FOR HIM/HER AND FOR THE PARTY FOR WHICH HE/SHE HAS GIVEN HIS SIGNATURE.

33. MASTER PAYMASTER. **PARTY "A" AND PARTY "B" MAY** AGREE TO USE A **"MASTER PAYMASTER"** TO RECEIVE AND DISTRIBUTE ALL FUNDS ASSOCIATED AND RECEIVED BY THIS **AGREEMENT** DESIGNATED IN **APPENDIX "B"**. A COPY OF THE 'EXECUTED' **CLIENT AGREEMENT** SHALL BE FORWARDED TO THE **"MASTER PAYMASTER"** FOR DISTRIBUTION.

IN WITNESS HEREOF, THE PARTIES INTENDING TO BE BOUND HAVE CAUSED THIS **AGREEMENT** TO BE DULY EXECUTED AND SIGNED AS OF THE DAY AND YEAR BELOW WRITTEN. EACH PARTY BELOW ACKNOWLEDGES THAT HE HAS READ THIS ENTIRE **AGREEMENT** AND BY HIS INITIALS AND SIGNATURE HEREBY UNCONDITIONALLY AGREES TO ITS TERMS AND CONDITIONS COMMENCING ON THE DATE FIRST WRITTEN BELOW. THE PARTIES HAVE EXECUTED AND SIGNED THIS **AGREEMENT** AND INITIALED THE BOTTOM OF EACH PAGE.

IN WITNESS HEREOF, I ACKNOWLEDGE AND ACCEPT ALL OF THE TERMS AND CONDITIONS AS WRITTEN IN THIS **CLIENT AGREEMENT AND MOU** AND FURTHER CONFIRM MY FULL UNDERSTANDING OF THE SAME.

FOR AND ON BEHALF OF **PARTY B** TO THE CFAMOU:

FULL LEGAL NAME

DATE

COMPANY NAME

EDT (Electronic document transmissions)

EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be:-

- 1- Incorporate **U.S. Public Law 106-229**, "Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and
- 2- ELECTRONIC COMMERCE AGREEMENT (**ECE/TRADE/257, Geneva**, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
- 3- EDT documents shall be subject to **European Community Directive No. 95/46/EEC**, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.

ANY UNAUTHORIZED USE OF ANY/ALL ELECTRONIC SIGNATURE(S) BY A THIRD PERSON IS AGAINST THE LAW AND WILL BE PROSECUTED