

THE PARTIES HERETO agree as follows:

1. APPOINTMENT

- 1.1 **Arstow Commercial Corp. appoints Westwity Limited** the non-exclusive rights as Consultant to promote the sales of the products of Arstow Commercial Corp.
- 1.2 Arstow Commercial Corp. reserves the right to promote sales to any buyer in the Territory whether the same is done directly by Arstow Commercial Corp. or indirectly through other entities.

2. TERRITORY

- 2.1 The Territory shall cover all countries, unless specifically excluded in writing by Arstow in accordance with 2.2.
- 2.2 The Territory may be amended from time to time by means of a specific written amendment to this Agreement, signed on behalf of both Arstow and the Consultant by their authorised representatives.

3. RESPONSIBILITIES OF THE CONSULTANT


- 3.1 The Consultant shall:
- a) **Provide the services of Fana Hlongwane** who will use his best efforts to promote the reputation and sale of the Product within the Territory.
 - b) Notify Arstow Commercial Corp. of potential sales opportunities.
 - c) carry out all reasonable directions and instructions given from time to time by Arstow.
- 3.2 The Consultant shall be solely responsible for all costs and expenses incurred by the Consultant in carrying out its responsibilities under paragraph 3.1 excepting those costs which Arstow had previously agreed to bear.

4. SUPPORT FROM

Arstow Commercial Corp. will, subject to any relevant regulations in force at that time, supply the Consultant with all reasonable technical information and descriptive literature to enable the Consultant to keep prospective buyers in the Territory informed of the quality, performance and development of the Product.

5. COMMISSION

- 5.1 Arstow Commercial Corp. shall pay the Consultant, in consideration of the Consultant's promotional activities, commissions on sales of the Product in accordance with its standard terms, which may be varied from time to time.

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5.2 Commission due to the Consultant on each order or contract shall be calculated and expressed, at the time of signature of each order or contract, as a fixed amount in the currency (Sterling or US Dollars) in which the quotation for the Product is made.

6. PAYMENT AND TAXES

6.1 Any commissions due to the Consultant will be paid eight weeks in arrears based upon the cash receipts received by Arstow Commercial Corp. for each applicable order or contract.

6.2 The Consultant shall be liable to bear all taxes (withholding or other) liable on the commission.

7. NON-COMPETITION

The Consultant shall not, during the currency of this Agreement, without prior written consent, represent or act in the Territory for any other manufacturer who is or is likely to be in competition with Arstow, who shall be the sole judge of such conflict or potential conflict.

8. GENERAL UNDERTAKINGS OF THE CONSULTANT

8.1 The Consultant shall not without Arstow's prior written consent:

- a) conduct any business in the name of or for the account of Arstow
- b) make any proposals, promises, warranties or guarantees with regard to any product; or
- c) assume or create any obligations of any kind, expressed or implied, on behalf of Arstow; or
- d) enter into contracts, leases or commitments in the name of Arstow; or
- e) make any promises or representations with respect to any matter in the name of, or on behalf of Arstow; or
- f) bind Arstow in any respect whatsoever.

8.2 All quotations and orders or contracts for the supply of the Product shall be handled directly between Arstow and the prospective buyer.

9. CONFIDENTIALITY

The Consultant undertakes on behalf of itself and its associates that during the currency of this Agreement and after its termination both the Consultant and its associates will keep private and divulge to no-one all information which may be imparted by Arstow

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Commercial Corp. or which come into their possession concerning Arstow Commercial Corp. or its business.

10. SUB AGENTS

The Consultant shall not appoint any sub-agents without Arstow's prior written consent.

11. DURATION

11.1 This Agreement shall commence on the date first hereabove written and shall continue until 31 December 2003. Further extension shall be by mutual agreement between Arstow and the Consultant.

11.2 Notwithstanding the provisions of paragraph 11.1 above Arstow shall be entitled to terminate this Agreement forthwith without liability in the following circumstances:

- a) the institution of any proceeding by or against the Consultant under any bankruptcy or insolvency law or if any resolution or action be initiated for the winding-up of the Consultant;
- b) any breach by or failure of the Consultant to comply with any of the provisions of this Agreement.

12. RIGHTS ON TERMINATION

The Consultant shall not be entitled to receive any termination payments or compensation of any nature because of termination of this Agreement. Further, the consultant shall not be entitled to commission or compensation on any orders or contracts signed by Arstow and the buyer after the effective date of termination.

13. ASSIGNMENT


The Consultant shall not transfer or assign this Agreement, or any part of it, in any matter whatsoever.

14. WAIVER

Any consideration, latitude or waiver allowed to the Consultant by Arstow shall not prevent the subsequent exercise of their full rights under this Agreement.

15. WHOLE AGREEMENT

15.1 This Agreement sets out the entire agreement with regard to the subject matter thereof and supersedes all previous arrangements whether oral or written.

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15.2 No representations made before or after the signature of this Agreement and no collateral agreement purporting to be made on behalf of either party hereto, or of any of their associates, shall be of any effect except to the extent that the same is expressed in this Agreement.

16. AMENDMENTS

No amendments to this Agreement shall be effective unless made in writing and signed by duly authorised officers of Arstow Commercial Corp. and the Consultant.

17. ENGLISH LANGUAGE

All correspondence between Arstow and the Consultant shall be conducted in the English language.

This agreement shall be governed by and construed in accordance with the laws of Liechtenstein and shall be subject to the exclusive jurisdiction of the courts.

18. HEADINGS

The paragraph headings in this Agreement are for reference purposes only and do not affect the interpretation of the paragraphs.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorised representatives.

September 2, 1999

For and on behalf of **ARSTOW
COMMERCIAL CORP.**

H. Tunstall

Witnessed by:

For and on behalf of **WESTUNITY
LIMITED**

[Handwritten signature]

Witnessed by: