

THE CONTRACT
Of the specialists' preparation

Date _____

Place _____

The Contract is concluded between

INDEPENDENT MISSIONARY SCHOOL, represented by the Agent – Igor Radostev, hereinafter referred as – “IMS”

And

hereinafter referred as “the Customer”, together referred as “the Parties”,

That the mentioned above parties have agreed about the terms expounded below.

1. SUBJECT

- 1.1. *IMS* prepares specialists in the quantity and with qualification in accordance with the Contract, represent prepared specialists in the relationship with the Customer, guarantees specialists to work in the place and in the time-limit in accordance with the Contract (all mentioned above hereinafter referred as a “Service”) and *the Customer* pays for the Service in the sum and in the payment procedure in accordance with the Contract.

2. THE MAIN TERMS

- 2.1. Quantity _____ of _____ specialists
_____;
- 2.2. Gender _____ requirements _____ for _____ specialists
_____;
- 2.3. Basis qualification: teacher (without teaching in institutes or universities) of _____;
- 2.4. Addition knowledge requirements:
- 2.4.1. language _____ with level of _____;
 - 2.4.2. _____;
 - 2.4.3. _____;
- 2.5. The time-limit of preparing of the specialists _____;
- 2.6. The moment the specialists begin to be prepared _____;
- 2.7. The time limit the specialists must work after being prepared in accordance with the Contract _____;
- 2.8. The country and the pace where the specialists must work after being prepared in accordance with the Contract _____;
- 2.9. The moment the specialists must start to work _____.
- 2.10. The final tests take place at the territory of the Customer (or IMS).

3. AUTHORIZATIONS

3.1. IMS's authorizations:

- 3.1.1. IMS carries out self-worked out education procedure, including education

process, knowledge assessment system, forms, number and period of examinations.

- 3.1.2. IMS itself encourages and punished future specialists in accordance with the IMS Rules.
- 3.1.3. IMS can change or revoke any specialist from the learning if IMS is sure that the specialist won't be able to carries out his duty by working in the future. At that case the IMS compensates the related expenses of the Customer in accordance with the Contract if the parties do not agree to change the time-limit of preparing of the specialist who has to be changed or revoked.

3.2. Customer's authorizations

- 3.2.1. The Customer can oblige IMS to inform him about procedures of specialists' preparation including results of their taking exams and the level of their practical knowledge in any detail of preparation or in the whole.
- 3.2.2. If the Customer finds the preparation of the specialists does not correspond with knowledge required for the future work, the Customer can demand IMS to do any of following:
 - a) Reduce the cost of the Service;
 - b) Compensate the expenses required for elimination of deficiencies.
- 3.2.3. The Customer can refuse of the Service and demand IMS to return the cost of the service if the Customer finds the level of knowledge of the specialist is not enough to go on working in accordance with the Contract.
- 3.2.4. If IMS breaks the time-limit of preparation of the specialists, the Customer can demand IMS to do any of following:
 - a) Appoint new time-limit;
 - b) Reduce the cost of the Service;
 - c) Demand IMS to cancel the Contract.

The provisions of the item are not valid if the time-limit breaking has to do with circumstance pointed in the item 4.1.5 of the Contract.
- 3.2.5. The Customer can demand IMS to compensate the loss if the time of beginning and end of preparation of the specialists are broken and the level of knowledge of the specialists is not enough to go on working in accordance with the Contract.
- 3.2.6. The Customer can itself conclude the Contract with the specialist after the specialist finishes working during guaranteed time-limit pointed in the item 2.7. of the Contract.

4. OBLIGATIONS

4.1. IMS's obligations:

- 4.1.1. IMS selects future specialists for participation in the program of preparation basing on their basis knowledge, qualifications and health suitability, inform the Customer about selection result. After the Customer approves the candidates to take part in the program of preparation, IMS provides the Customer with personal details of the candidates and starts the preparation program.
- 4.1.2. IMS organizes the education procedure in accordance requirements pointed in the item 2 of the Contract.
- 4.1.3. IMS provides candidates with everything required for the studying.
- 4.1.4. Studying procedure is carried out in the closed boarding school in accordance with the Rules of IMS.
- 4.1.5. IMS informs the Customer about requirement of increase the time of preparation of the specialist if the future specialist cannot go on studying and has to suspend the participation in the preparation program on the occasion of illness or

significant family circumstance like death or illness of relatives and so on.

- 4.1.6. IMS resumes the preparation procedure of the specialist after the circumstances pointed in the item 4.1.5. are eliminated.
- 4.1.7. IMS guarantees the Customer that the specialist will work during the time-limit pointed in the item 2.7. of the Contract.

4.2. The Customer's obligations:

- 4.2.1. The Customer makes payments in the sum and in time in accordance with the terms of the Contract.
- 4.2.2. The Customer approves or argues the results of candidates selection for the participant in the preparation procedure within not more than 15 (fifteen) days after IMS informs the Customer about result of the selection as it's pointed in the item 4.1.1..
- 4.2.3. After the Customer approves candidates for the participation in the preparation program and gets their personal details from IMS, the Customer does all the actions required for the permissions and visas which are necessary for specialist to have practical training during the studying and start working after the preparation program is finished.
- 4.2.4. The Customer's representative takes part in the final tests of the specialists which could take place in the territory the Customer or IMS in depend on as it's appointed in the item 1.10 of the Contract.

5. COST AND PAYMENTS

- 5.1. The whole cost of the Service is _____. The cost of the Service cannot be increased after the Contract is concluded.
- 5.2. The cost of the Service consists of the cost for each specialist:

_____.
- 5.3. The payments for Service are carried out by the Customer in following way:
 - 5.3.1. 5% (five percent) of the cost is payable in advance within 10 (ten) days after the Contract is concluded;
 - 5.3.2. ____% (_____) of the cost is payable within 10 (ten) days after the Customer approves the candidates for participation in the preparation program in accordance with procedure pointed in the items 4.1.1., 4.2.2..
 - 5.3.3. ____% (_____) of the cost is payable after the specialists finish studying under the preparation program and successfully take final tests;
 - 5.3.4. ____% (_____) of the cost is payable after the specialists finish working during the guaranteed time-limit pointed in the item 2.7. of the Contract.
- 5.4. The currency of payments is _____.
- 5.5. The cost of the Service includes all the expensive required to carry out all the events in accordance with the curriculum, including flights.

6. WOERKING HOURS OF THE SPECIALISTS

- 6.1. The routine of studying inside IMS closed boarding-school is determined and supported by IMS itself without any influence of the Customer.
- 6.2. The working routine of the specialists after they finish reparation program and during the guaranteed time-limit, pointed in the item 2.7. of the Contract should include following provisions:
 - 6.2.1. Daily working hours _____;

- 6.2.2. Working days in a week _____;
- 6.2.3. Days-off in a year _____;
- 6.2.4. Days-off in a year with visiting of the domicile place _____;
- 6.2.5. Salary of the specialists during the guaranteed time-limit of working pointed in the item 1.7. of the Contract is paid by the IMS.
- 6.2.6. After the guaranteed time-limit of working pointed in the item 2.7. of the Contract, the specialist and the Customer will determine the condition of further cooperation themselves without participation of IMS.

7. TERMINATION

- 7.1. TERM AND RENEWAL OPTION. Unless terminated earlier, the term of this Contract shall be for period lasting till the end of the time-limit of the specialists working in accordance with item 1.7. of the Contract.
- 7.2. TERMINATION. This Contract may be terminated as follows:
 - 7.2.1. BREACH - by either party, upon 30 (thirty) days prior written notice to the other party, in the event of a material breach of this Contract by the other party. The written notice shall specify the precise nature of the breach. In the event the breaching party cures the breach within _____ days, this Contract shall not terminate.
 - 7.2.2. INSOLVENCY - by either party, immediately upon written notice to the other party, in the event the other party voluntarily files or has filed involuntarily against it a petition under the Bankruptcy Procedure in its domicile.
- 7.3. OTHER RIGHTS. The rights of the parties to terminate this Contract or any Schedule are not exclusive of any other rights and remedies available at law or in equity, and such rights shall be cumulative. The exercise of any such right or remedy shall not preclude the exercise of any other rights and remedies.
- 7.4. RETURN OF PROPRIETARY INFORMATION. Upon termination of this Contract for any reason, each party shall immediately return to the other all property (including without limitation, Confidential Information and all material related to any customers) that it has received from the other party in connection with the performance of its obligations hereunder except to the extent such property is needed to fulfill its continuing obligations.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. REPRESENTATIONS AND WARRANTIES OF IMS. With the knowledge that the Customer is relying thereon in entering into this Contract and any Schedule, IMS hereby represents, warrants and covenants as follows:
 - 8.1.1. IMS is a corporation duly organized, validly existing, and in good standing under the law of Russian Federation.
 - 8.1.2. As of the Effective Date, IMS has taken all corporate action necessary for the authorization, execution and delivery of this Contract and any Schedule, and for the performance by IMS of its obligations under this Contract and any Schedule.
 - 8.1.3. Neither the execution and delivery of this Contract nor the consummation or performance of any obligations hereunder shall, directly or indirectly (with or without notice or lapse of time) in any material respect, contravene, conflict with, or result in a violation or breach of any provision of, or give any person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any material contract to which IMS is a party.
 - 8.1.4. IMS is not and shall not be required to give any notice to or obtain any consent

from any person in connection with the execution and delivery of this Contract and the Original Schedule or the consummation or performance of any of its obligations hereunder.

8.1.5. IMS is, to its knowledge, and, at all times during the performance of the Services under this Contract and any Schedules hereunder, will remain in material compliance with all applicable law, rules and regulations, including, but not limited to, the law, rules and regulations of the Russian legislation.

8.2. REPRESENTATIONS AND WARRANTIES OF THE SECOND PARTY. With the knowledge that IMS is relying thereon in entering into this Contract and any Schedule, the Customer hereby represents, warrants and covenants as follows:

8.2.1. The Customer is a state body of the government of _____ or authorized enterprises of the government of _____ and has the full power to grant the license rights set forth in this Contract.

8.2.2. This Contract constitutes the legal, valid, and binding obligation of the Customer, enforceable against the Customer in accordance with its terms. As of the Effective Date, the Customer has taken all action necessary for the authorization, execution and delivery of this Contract and any Schedule, and for the performance by the Customer of its obligations under this Contract.

8.2.3. Neither the execution and delivery of this Contract and any Schedule nor the consummation or performance of any obligations hereunder shall, with or without notice or lapse of time, in any material respect, contravene, conflict with, or result in a violation or breach of any provision of, or give any person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any material contract to which the Customer is a party.

8.2.4. The Customer is not and shall not be required to give any notice to or obtain any consent from any person in connection with the execution and delivery of this Contract and any Schedule or the consummation or performance of any of its obligations hereunder.

8.2.5. The Customer is to its knowledge and, at all times during the term of this Contract, will remain in material compliance with all applicable laws and regulations, including, but not limited to, the law, rules and regulations of _____.

8.3. SURVIVAL. The representations and warranties under this Section shall survive the termination of this Contract and any Schedule.

9. INDEMNIFICATION, INSURANCE AND LIMITATIONS ON LIABILITY

9.1. INDEMNIFICATION BY IMS. Subject to the limitations specified in this Section 9, IMS shall indemnify, hold harmless and defend the Second Party and any official person connecting with the Customer from and against any and all losses, claims, damages, liabilities, whether joint or several, expenses (including reasonable legal fees and expenses), judgments, fines and other amounts paid in settlement, incurred or suffered by any such person or entity arising out of or in connection with

9.1.1. the inaccuracy of any representation or warranty made by IMS hereunder,

9.1.2. any breach of this Contract by IMS, or

9.1.3. any negligent act or omission by the First Party or its employees or agents in connection with the performance by IMS or its employees or agents or prepared specialists of the Services hereunder.

9.2. INDEMNIFICATION BY THE CUSTOMER. Subject to the limitations specified in this Section 9, the Customer shall indemnify, hold harmless and defend IMS and each person or

entity that is a stockholder, officer, director, partner, employee, affiliate or agent of IMS from and against any and all losses, claims, damages, liabilities, whether joint or several, expenses (including reasonable legal fees and expenses), judgments, fines and other amounts paid in settlement, incurred, or suffered by any such person arising out of or in connection with

- 9.2.1.** the inaccuracy of any representation or warranty made by the Customer hereunder,
- 9.2.2.** any breach of this Contract by the Customer,
- 9.2.3.** any negligent act or omission by the Customer or its employees or agents in connection with the performance by the Customer or its employees or agents required of the Customer hereunder.

9.3. INSURANCE. During the term of this Contract, IMS will maintain, with a financially sound insurance company having an Best rating of the following insurance coverage:

- 9.3.1.** commercial general liability insurance with a combined single limit of full amount per occurrence for bodily injury, including death for the working specialists who finished the preparation program in accordance with the Contract;
- 9.3.2.** compensation for the specialists who finished the preparation program in accordance with the Contract, for occupational disease, employer's liability with limits of not less than half amount per accident for bodily injury and half amount per employee for bodily injury by disease, disability benefit and similar employee benefit insurance required under the Russian legislation;
- 9.3.3.** IMS will furnish the Customer with certificates of insurance evidencing this coverage upon written request.

9.4. LIMITATIONS ON LIABILITY

- 9.4.1.** IN NO EVENT SHALL EITHER PARTY'S LIABILITY HEREUNDER INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.
- 9.4.2.** Each of the parties hereto shall be liable to the other for damages arising out of or in connection with any negligent act or breach of this Contract or any Schedule by such party to the extent permitted by law, subject to the duty of the non-breaching party to take all reasonable actions in order to mitigate such damages; IMS, HOWEVER, that
- 9.4.3.** IMS's liability for the Service shall be limited to the recovery by the Customer of the amount actually paid to IMS by the Customer for the Service, and
- 9.4.4.** IMS's total liability hereunder shall be limited to the aggregate amount actually paid by the Customer to IMS for the Service.

10. DISPUTE RESOLUTION

- 10.1.** Any disputes between the Parties must be selected jointly by two mediators selected by the parties.
- 10.2.** If there is any controversy, dispute or claim arising out of or relating to interpretation or breach of this Contract, the Parties will endeavor to settle it promptly.
- 10.3.** If such a dispute cannot be resolved, the parties will promptly submit such dispute to binding arbitration in accordance with the Rules of Hong Kong Mediation and Arbitration Centre in the city of Hong Kong.
- 10.4.** The award of the court of arbitration will be final, the case should be heard in accordance with common law of England and Wales.
- 10.5.** Nothing shall prevent either party from directly seeking injunctive or other equitable relief from any court of competent jurisdiction in situations where damages would not

adequately compensate for an alleged breach of this Contract. By way of illustration and not limitation, such relief would be appropriate in the case of either party's need to: obtain cooperation of the other party in litigation; secure the timely delivery of information or services; or, prevent the disclosure of Confidential Information.

- 10.6.** The prevailing party in any mediation, arbitration or legal action to enforce or interpret this Contract shall be entitled to recover from the non-prevailing party all costs and expenses, including reasonable attorneys' fees, incurred in such action or proceeding.

11. CONFIDENTIALITY

- 11.1.** GENERAL. As used herein, "Confidential Information" means:
- 11.1.1.** the terms and provisions of this Contract and any related documents delivered concurrently herewith, and
 - 11.1.2.** all computer hardware, all software, all data, reports, analyses, compilations, studies, interpretations, forecasts, records and other materials (in whatever form maintained, whether documentary, computer storage or otherwise), tests results and personal details of the specialists that contain or otherwise reflect information concerning the Customer, IMS, any of their subsidiaries or affiliates, or
 - 11.1.3.** any portion thereof, that one party or its Agents may provide to the Receiving Party or its Agents in connection with this Contract ("Provided Information"), together with all data, reports, analyses, compilations, studies, interpretations, forecasts, records or
 - 11.1.4.** other materials (in whatever form maintained, whether documentary, computer storage or otherwise) prepared by the Disclosing Party receiving Provided Information or its Agents that contain or otherwise reflect or are based upon, in whole or in part,
 - 11.1.5.** any Provided Information or that reflect the review of, interest in, or evaluation of all or any portion of the transactions program of specialists preparation contemplated by this Contract and any related documents delivered concurrently herewith ("Derived Information").
 - 11.1.6.** As used herein, "Agents" means, collectively, the respective directors, employees, controlling persons or attorneys of the Customer or IMS.
 - 11.1.7.** As used herein, the term "person" shall be broadly interpreted to include, without limitation, any corporation, partnership, trust or individual; the term "Receiving Party" shall mean the person receiving Provided Information; and the term "Disclosing Party" shall mean the person providing Provided Information.
- 11.2.** ACKNOWLEDGMENT. The parties hereby agree that all Confidential Information shall be kept confidential and shall not, without the prior written consent of the Disclosing Party, be disclosed by the Receiving Party in any manner whatsoever, in whole or in part, other than to the Disclosing Party's Agents, and shall not be used, directly or indirectly, for any purpose other than in connection with this Contract and not in any way inherently detrimental to the other party. Moreover, the Second Party and the First Party agree to reveal Confidential Information only to their Agents if and to the extent that such Agents, have a strict need to know such Confidential Information for the purpose of the Receiving Party satisfying its obligations under this Contract and are informed of the confidential nature of the Confidential Information and agree to be bound by the terms and conditions of this Contract. The Second Party and the First Party shall each be responsible for any breach of this Contract by their respective Agents (including Agents who, subsequent to the first date of disclosure of Confidential Information hereunder, become former Agents). Moreover, the Second Party and the First Party shall take all reasonably necessary measures to restrain their respective Agents (and former Agents) from unauthorized

disclosure or use of the Confidential Information.

11.3. EXCEPTIONS. Notwithstanding anything in this Contract to the contrary, Confidential Information shall not include any information which

11.3.1. at the time of disclosure to the Receiving Party is generally available to and known by the public (other than as a result of any disclosure made directly or indirectly or other action or inaction by the Receiving Party or anyone to whom the Receiving Party or any of its Agents transmit or transmitted any Confidential Information);

11.3.2. becomes publicly available in the future (other than as a result of a disclosure made directly or indirectly or other action or inaction by the Receiving Party or anyone to whom the Receiving Party or any of its Agents transmit or have transmitted any Confidential Information);

11.3.3. was available to the Receiving Party or its Agents on a non-confidential basis from a source other than the Disclosing Party or any of its Subsidiaries or affiliates or any of their respective Agents providing such information (provided that to the best of the Receiving Party's knowledge, after due inquiry, such source is not or was not bound to maintain the confidentiality of such information); or

11.3.4. has been independently acquired or developed by the Receiving Party without violating any of its obligations under this Contract, provided such independent development can reasonably be proven by the Receiving Party upon written request.

11.3.5. In the event that a party or any of such party's Agents become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information of the other party, that party or person under the legal compulsion (the "Compelled Party") from whom such information is being sought shall, unless prohibited by law, provide the party to whom such Confidential Information belongs with prompt prior written notice of such requirement so that it may seek a protective order or other appropriate remedy, or both, or waive compliance with the terms of this Contract. In the event that such protective order or other remedy is not obtained, or the other party waives compliance with the provisions hereof, the Compelled Party agrees to furnish only such portion of the Confidential Information that the Compelled Party is advised by written opinion of its counsel is legally required to be furnished by it and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information. Notwithstanding the foregoing, to the extent required under applicable state and federal securities law, either party may file this Contract as an exhibit with federal and state securities filings, provided that each party shall use its best efforts to obtain confidential treatment of the portions of this Contract that contain Confidential Information. In this regard, the party making such filing shall obtain the prior written consent of the other party, which consent shall not be unreasonably withheld.

11.4. USE OF CONFIDENTIAL INFORMATION.

11.4.1. Each party shall be subject to the obligations under this Section until the expiration of 6 (six) years following the termination of this Contract. Other than as specifically provided in this Contract, neither party shall duplicate the Disclosing Party's Confidential Information for any purpose other than for the performance of its obligations under this Contract and for the benefit of the Disclosing Party; or use the Disclosing Party's Confidential Information for any reason or purpose other than as expressly permitted in this Contract.

11.5. RETURN OF CONFIDENTIAL INFORMATION. Upon termination of this Contract or if either party so requests, the Receiving Party shall return to the Disclosing Party or destroy all copies of the Confidential Information in its possession and the possession of its Agents and will destroy all copies of any Derived Information; provided, however, that this Contract will continue to apply to the Confidential Information and/or Derived Information contained or reflected in such copies.

11.5.1. The parties agree that the Second Party and the First Party would be irreparably injured by a breach of this Contract by the other party or its Agents and that the other party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Section 11. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 11 by either party or their Agents but shall be in addition to all other remedies available at law or in equity.

12. MISCELLANEOUS PROVISIONS

12.1. NOTICES. All notices, demands, requests, approvals, consents or other communications to be given or delivered under this Contract ("Notices") will be in writing and will be deemed to have been given

12.1.1. when delivered in person or by courier or confirmed facsimile;

12.1.2. upon confirmation of receipt when sent by certified mail, return receipt requested;

12.2. As the case may be to the addresses indicated below:

12.2.1. If to IMS:

INDEPENDENT MISSIONARY SCHOOL

Address: Myachkovskiy ave 8-159, Moscow, 109341, Russia

Attention: Igor S. Radostev

e-mail: info@im-school.info

Tel. +7 901 5976118

12.2.2. If to The Customer:

or to such other addresses as a party may designate from time to time by written notice to the other party.

12.3. SEVERABILITY. Whenever possible, each provision of this Contract and any Schedule shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Contract or any Schedule is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract and any Schedule.

12.4. AMENDMENT AND WAIVER. This Contract and any Schedule may be amended, and any provision of this Contract and any Schedule may be waived; provided that any such amendment or waiver will be binding upon any party hereto only if such amendment or waiver is set forth in writing executed by such party. No course of dealing between or among any persons having any interest in this Contract and any Schedule will be deemed effective to modify or amend any part of this Contract and any Schedule or any rights or obligations of any person under or by reason of this Contract or any Schedule. The waiver

of any default, or the remedying of any default in any manner, shall not operate as a waiver of any other prior or subsequent default. No extension of time for the performance of any obligation or act shall be deemed to be an extension of time for the performance of any other obligation or act hereunder. No delay or omission by a party to exercise rights hereunder shall impair any such rights or shall be construed to be a waiver of any such default or any acquiescence therein.

- 12.5. COMPLETE CONTRACT.** This Contract, all Schedules and exhibits hereto and any related documents delivered concurrently herewith, contain the complete Contract between the parties relating to the Fulfillment Services and supersede any prior understandings, Contracts or representations by or between the parties, written or oral, which may be related to the subject matter hereof in any way.
- 12.6. FURTHER ASSURANCES.** The Second Party and the First Party will each execute such other documents and take such actions as the other may reasonably request in order to effect the relationships, services and activities contemplated by this Contract and any Schedule and to account for and document those activities.
- 12.7. HEADINGS.** Section headings contained in this Contract and any Schedule are inserted for convenience of reference only, shall not be deemed to be a part of this Contract and any Schedule, respectively, or any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.
- 12.8. ASSIGNMENT.** This Contract and any Schedule and all of the provisions will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Contract and any Schedule nor any of the rights, interest or obligations set forth in each may be assigned by any party hereto without the prior written consent of the other party hereto, which shall not be unreasonably withheld.
- Notwithstanding the foregoing, the Second Party shall have the right to assign this Contract to any wholly owned subsidiary of the Second Party, provided that the Second Party guarantees the obligations of any such subsidiary hereunder.
- 12.9. INTERPRETATION.** Each party acknowledges it has participated in the negotiation and preparation of this Contract, and has reviewed this Contract and had the opportunity to consult with its counsel and accountants with respect to its terms. Therefore, each Party agrees that the rule of construction to the effect that any ambiguities in a document shall be interpreted against the drafting party, will not be utilized in the interpretation, construction, or enforcement of this Contract, and no consideration shall be given to the issue of which party hereto actually prepared, drafted or requested any term or condition of this Contract or any Schedule or other instrument subject hereto.
- 12.10. FORCE MAJEURE.** Neither party shall be liable for any failure of or delay in the performance of this Contract or any Schedule for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the party's reasonable control (each a "Force Majeure"), it being understood that lack of financial resources shall not be deemed a cause beyond a party's control. Each party shall notify the other party promptly of the occurrence of any Force Majeure and carry out this Contract and any Schedule as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure shall not extend the term of this Contract or any Schedule.
- 12.11. COUNTERPARTS.** This Contract may be signed in any number of counterparts.
- 12.12. IN WITNESS WHEREOF,** the parties hereto executed this Contract effective as of the date first set forth above.