

AGREEMENT FOR ALLOCATION OF COSTS AND REIMBURSEMENT OF EXPENSES

THIS AGREEMENT is made this 24 day of DECEMBER 2009, by and between
xxxxxxxxxxxxxx (SRL) AND xxxxxxxxxGMBH (GMBH)

WHEREAS, both Companies refer to the same international group
WHEREAS, SRL and GMBH have agreed that it is in their mutual best
interests to minimize duplicative expenses and to carry out their complimentary
purposes in an economical and efficient manner, including the sharing of
employees whose skills and knowledge will assist both organizations and the
sharing of office space and equipment;
WHEREAS, SRL has in the past sustained all costs for the increase of its share in
the italian and south European market , whose benefits will eventually spread all
over the group
NOW, THEREFORE, in consideration of these mutual promises and mutual
benefits,
GMBH agrees to sustain for the year 2009 a variety of personnel, facilities, goods
and services in accordance with the terms set forth below.

Section 1: Sharing of Personnel and Facilities.

- 1.1 Personnel. GMBH will be debited for a share variable from 80-90% of the
total costs of employees sustained by SRL in 2009, provided they will perform
a variety of administrative, commercial, financial, and other similar functions
for the whole group.

- 1.2 Equipment , Facilities and other costs : a share of up to 30% will be debited
to GmbH, for the following costs:
 - a. lease;
 - b. depreciation of equipment and furniture owned by SRL
 - c. premiums for liability and other insurance;
 - d. general office supplies;
 - e. general telephone service;
 - f. computer and word-processing supplies;
 - g. subscriptions and other publications;
 - h. rent and utilities;
 - i. internet access costs;
 - l. legal expenses.

Section 2: Method of Payment.

2.1 Payment of GmbH share of Costs. Funds will be transferred, or compensated with GmbH credits for commercial supplies made to SRL , upon approval of 2009 SRL financial statement.

2.2 Upon payment, SRL will issue a commercial invoice under the Italian VAT rules.

Section 3: Miscellaneous.

3.1 Termination. This Agreement is valid up to 31.12.2010 and if not terminated by either party upon provision of ninety (90) days' notice in writing to the other party, will be automatically yearly renewed

3.2 Integration; Modification. This Agreement sets forth the entire agreement between the parties, and replaces and supercedes all other contracts, agreements and understandings, written or oral, relating to the subject matter hereof. The Agreement may not be changed or modified except by written instrument executed by both parties.

3.3 Governing Law. The Agreement shall be construed and interpreted in accordance with the laws of Italy .

3.4 Assignment. This Agreement is not assignable by either party.

3.5 Effective Date. The provisions of this Agreement shall apply to all applicable expenses incurred since January 1st, 2010.

IN WITNESS WHEREOF, the parties hereto has signed their names on the day and year before mentioned.

xxxxxxx GmbH

xxxxxxx Italia srl

By: _____, President

By: _____, President