

# MARKETING CONSULTANT AGREEMENT

Between  
Hlongwane Consulting Pty Ltd  
And  
SAAB AB

## 1 Appointment

SAAB AB, with its principal office in Linköping, Sweden (hereafter called Company), hereby appoints Hlongwane Consulting Pty Ltd with its principal office in South Africa (hereafter called Consultant), as its consultant regarding marketing to the Republic of South Africa and the Sub Sahara region, (hereafter called Territory). The Consultant will provide advise on political, economical, financial and security policy issues.

## 2 Duties of Consultant

a)

Consultant shall keep Company informed about the progress of matters concerned and advice about suitable actions. All formal discussions and negotiations shall be carried out by personnel from Company. Consultant is neither empowered to put Company under any obligation nor to make any binding commitments to the authorities on behalf of Company. Nothing in this agreement shall be deemed to make the Consultant a partner or employee of the Company and nothing in this agreement shall be interpreted as granting the Consultant authority to create or assume any liability or commitment on the Company's behalf.

b)

Consultant undertakes not to, without the written approval of the Company, directly or indirectly, represent, act as an agent, distributor or advisor of or for other companies whose products are or can be competitive with those of the Company.

c)

When performing her/its obligations as stipulated in this Agreement, the Consultant shall conform with all applicable laws and regulations within the Territory as well as the OECD Recommendations regarding international business transactions.

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### **3 Remuneration**

Consultant will receive a fix retainer of 18000 Euro per month during the validity of this agreement. The retainer will be paid 30 days after the receipt of the monthly invoice.

Taxes, social fees, etc. payable in pursuance on the Consultants 's remuneration or performances under this agreement whether in the Territory or elsewhere, shall be for the Consultants 's account.

### **4 Duration and termination**

a)

This Agreement shall remain in force until 31 December 2004. The Agreement may then be renewed based upon an extended agreement between the parties for an additional one-year period. Such extension should be made in writing one month prior to the end of the initial one-year period or any subsequent renewal period.

b)

COMPANY may terminate the Agreement with immediate effect if Consultant should commit a breach of the terms of this Agreement, or if Consultant becomes bankrupt, insolvent or is liquidated, or in the case of death or serious and/or lingering illness of Consultant. The Agreement may also be terminated by Company if Consultant change the employee assigned to the program without the prior written approval of Company. Such termination shall discharge Company from any obligation.

c)

Consultant may terminate the Agreement if its circumstances and/or position change, without violating clause 2b), such that it is no longer possible to provide bona fide consultant services. Such termination shall discharge Consultant of any obligation towards Company.

### **5 Non disclosure**

Consultant agrees that it will not disclose or use, during the time of this Agreement or at any time thereafter, any confidential information, trade secret, know how or other information of value pertaining the products, or any other matter, the disclosure or use of which would be harmful to the best interests of Company.

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## **6 Assignment**

This Agreement or any duty or right herein shall not be delegated or assigned by Consultant without prior written approval of Company.

## **7 Amendments**

No amendment, variation or addition to this Agreement shall be effective unless made in writing and signed by the parties.

## **8 Law and arbitration**

This Agreement shall be governed by the laws of Switzerland. All disputes regarding the construction and the application of this Agreement shall be finally settled by arbitration in the English language in accordance with the Rules of Arbitration of the International Chamber of Commerce. The arbitration shall take place in Geneva, Switzerland.

## **9 Confidentiality**

Company and Consultant shall treat this Agreement in absolute confidence and shall reveal neither its existence nor its content to any outside party without prior mutual written agreement, except in case the Agreement is violated in accordance with clause 4b) or in an arbitration situation as per clause 8.

## **10 Validity**

The invalidity, in whole or in part, of any of this Agreement shall not affect the validity or enforceability of any other of its provisions.

This Agreement has been drawn up in two (2) copies of the same tenor and date, one (1) copy being taken by each party.

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## 11 Entire Agreement

This Agreement constitutes the entire Agreement among the parties hereto and supersedes all prior and contemporaneous agreements and undertakings of the parties pertaining to the subject matter thereof.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written below.

Date 2003-10-01

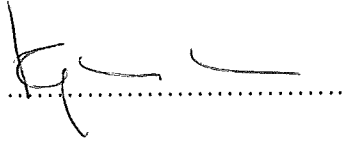
Date 2003-10-01

For and behalf of

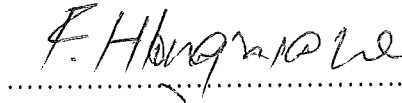
For and behalf of

SAAB AB

HLONGWANE CONSULTING PTY LTD



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