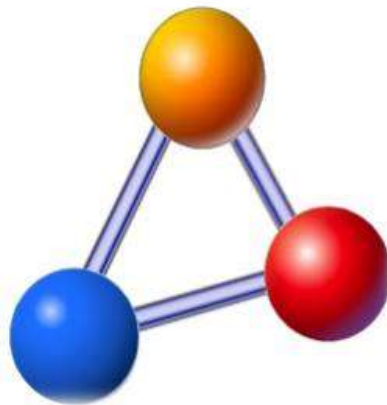


SHARE PLACEMENT AGREEMENT



The Share Placement Agreement (hereinafter the "Agreement") was entered on Month the Date 2010 between THE PARTIES.

Template Ltd, (TPL) (under construction) a company whose trading office is at Street, London, UK, **(the "the Company")**

and

ABC Ltd, reg. no 123456, a company whose registered office is at Address- Street, London, represented by Name (or as otherwise advised).**(the "the Placement agent")**

WHEREAS:

- A** TPL is a company designed to sell products suitable for the banking, financial, real estate and insurance industry. In the case that the principle(s) Name and chooses to transfer the business and the rights to System to another company or unit this agreement shall also be transferred to that company or unit. If for some reason Name chooses to participate in transactions where the rights to the System are transferred to a new company/owner the rights of this contract should also be transferred to the company /new owner.
- B** THE PLACEMENT AGENT understands the industry and has contacts with a number of potential investors.

1.0 PLACEMENT

The placement agent will have exclusivity in placing shares of the Company with (Name Potential Investors). The time frame for exclusivity is during the initial funding process and X months after the initial funding process has been completed. Any other potential investors will have to be cleared with TLP regarding exclusivity and time frame.

2.0 FEES AND COMMISSIONS

The commission to the placing agent is 5% of the amount placed irrespectively of the type of instrument used (shares, convertible etc). If the placing agent is placing the shares or a hybrid instrument in corporation with a broker the commission shall be reduced by the commission that the broker demands, although not to less than 3%.

The company shall itself cover separately any fees paid to lawyers, accountants, and other advisors in the funding process. When the company has received the proceeds the commission shall immediately be paid the placing agent.

3.0 CONFIDENTIALITY

The placing agent shall keep in strict confidence all information, technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other Party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain.

The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 3 shall survive termination of the Agreement.

4.0 LIMITATION OF LIABILITY/INDEMNITY

The placing agent shall not be liable in any way for the correctness of information given by the company to the investors by either written material or verbally.

5.0 COMMENCEMENT, TERM AND TERMINATION

The Agreement shall become valid on execution and shall continue in full force until the initial funding process has been completed and 12 months thereafter.

6.0 GOVERNING LAW AND JURISDICTION

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

EXECUTED under hand on the date at the beginning of this Agreement.

SIGNED on behalf of:

SIGNED for and on behalf of:

Template Ltd:

ABC Ltd:

Name
CEO

Name
CEO