

CONSULTANT - AREOPA

PERSONAL PROFILE

- AGE : Minimum 35 - no upper limits
- QUALIFICATIONS : An undergraduate degree or equivalent experience is required. An MBA from a top ranked business school is strongly desired.
- LANGUAGES : Dutch, French and English
- PREVIOUS EXPERIENCE :
- \* 10 or more years experience management (at general management levels). This should include both business development and large projects management experience.
  - \* Evidence of having been faced during the last part of his/her professional experience with major change management.
  - \* Has a well developed understanding of management issues associated with the relevant industry.
  - \* Has a clear understanding and appreciation of the intersection of business issues and operational and technology requirements in the relevant industry.
  - \* Demonstrated ability to identify business opportunities, attract new business and build lasting professional relationships with senior level executives, both internally and externally.
  - \* A seasoned manager with exceptional interpersonal skills who has demonstrated the ability to gain the confidence and respect of senior executives.
  - \* An individual with a strong business development orientation/track record.
  - \* Has a keen intellect and superior analytical skills combined with expertise in the application of organisational, operational and reengineering consulting approaches and tools.

<b>CONSULTANT - AREOPA</b>
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PERSONAL CHARACTERISTICS

- \* A strong customer service orientation and the desire to build a well regarded industry consulting practice.
- \* A highly entrepreneurial individual, who is motivated to deliver superior value to clients, develop new business and serve as a change agent to help the Areopa consulting group achieve dramatic growth objectives.
- \* Excellent communication skills, both oral and written.
- \* Bright, conceptual and a quick learner - able to quickly assess the situation and generate new insights and usable ideas.
- \* Mature intelligent entrepreneur with creative spirit, able to take own responsibility.
- \* A high energy individual who thrives in a fast-paced hard working environment.
- \* Highly motivated to excel and to set ever higher standards of performance.
- \* Charismatic.
- \* Getting satisfaction in process management with customers.

SENIOR CONSULTANT - AREOPA

MAJOR RESPONSIBILITIES

Each consultant is responsible for leading the development of his own business and developing and directing broad client relationships. This includes taking the lead in :

Business development activities for large operational organisational and business reengineering consultancy engagements. This will involve developing and executing strategic business and marketing plans in partnership with the other consultants of Areopa. It will also include targetting and selling consulting services to existing and potential clients; directing client needs assessments, engagement scoping and proposal presentations; and negotiating and signing letters of agreement and contracts.

Overall direction of consulting engagements managed by engagement leaders and routinely contributing to the Areopa group's operations, organisation and business reengineering knowledge. This will include overseeing the organisation and use of Areopa and client resources; contributing to client problem solving and recommendation development; overseeing recommendation implementation, and taking steps to ensure that the client capitalises on the value of the work.

Communication with the market, clients, colleagues and other members of the Areopa group. This includes developing, maintaining and extending relationships with clients at all levels, teaching internal and external consulting and industry classes and seminars, and representing Areopa at external industry conferences. The consultant will also be expected to help raise the visibility of the Areopa group by routinely writing articles and giving speeches that demonstrate tough leadership on industry relevant topics.

While each client assignment will probably be different in many respects, the consultant and his team should expect to be involved in the identification of a broad range of business problems as well as the development and implementation of solutions to those problems. Depending on the size and scope of the projects, the consultant will be expected to competently direct multiple projects with demonstrated ease. He will also be expected to readily and consistently turn assignments into ongoing client relationships.



Instructions for the Areopa representative:

- 1) *Fill in the name of the person you provide this document to under "represented by" hereunder.*
- 2) *Before handing out this document, have appendix 1 – Confidentiality completed and signed.*
- 3) *Provide your copy to the Areopa secretariat.*
- 4) *Explain the structure of this document and the appendices.*

## AREOPA AGREEMENT

Between:

\_\_\_\_\_

\_\_\_\_\_

Commercial register nr. : \_\_\_\_\_ VAT nr. : \_\_\_\_\_

represented by : \_\_\_\_\_

hereinafter called "Candidate"

and (cross out whichever doesn't apply)

AREOPA TRUST  
 Rembert Dodoensstraat 37,  
 B-2800 Mechelen,  
 Belgium

hereinafter called "Areopa"

Preamble

Areopa owns a number of concepts, know-how and capacities, which Areopa makes available to Candidate - via a license - while aiming for a long-term co-operation.

Candidate will, for the foreseeable future, focus on: .....

*(Check and complete following statements as required)*

This contract is the first contract between parties.

This contract replaces the contract \_\_\_\_\_  
 and appendices : \_\_\_\_\_ between parties, drawn up on \_\_\_\_\_..

*Coaching* – Candidate declares having met several Areopa consultants and accepts that he will be coached by one of them, according to the appendices about Know-how Transfer and Coaching.

Candidate prefers as coach:  
 (only if coaching is applicable) \_\_\_\_\_..

Parties agree to co-operate under the following conditions:



## 1. Definitions

AKC	:	Areopa Knowledge Center. Is the holding organization that owns all the intellectual capital (IC). This organization is brought to the stock exchange.
AT	:	Areopa Trust. Owns 40% of the shares of AKC. It is the organization in which all the areopagites participate via the credit claiming system.
Areopagite	:	Individual performing a role in the Areopa organization.
CCS	:	Credit Claiming System. This system registers all the credits claimed by the areopagites. Credits will lead to options or shares in AT.
ECO	:	Ecosystem. Is a non-hierarchical cluster of activities operating as a sales channel or a product delivery channel.
APH	:	Areopa Production House. Eco through which in the three regions EMEA <sup>1</sup> , AAA <sup>2</sup> , and US <sup>3</sup> each new project will be sold and implemented.
ASA	:	Areopa Strategic Alliance. Eco that will deliver continued efforts with a strategic partner based on the AIS@ Reference Model <sup>4</sup> in the three regions EMEA, AAA, US.
ACP	:	Areopa Company Products. Eco that will sell models, methodologies and tools via a license to other companies. Optionally we will also sell the executors. This eco is active in the three regions EMEA, AAA, US.
ANC	:	Areopa Newinvestco Compnay. Eco, only active in AAA region, that is focused on .....management of companies in the NPL <sup>5</sup> mood.
AICM	:	Areopa Intellectual Capital Management. Eco focusing in three regions EMEA, AAA, US on the sales and implementation of Intellectual Capital Products.
ACA	:	Areopa Change Academy. Eco focusing in three regions EMEA, AAA, US on the sales and implementation of Change Academy Products.
WWBD Mgr	:	World Wide Business Development Manager. Person which does the commercial activities for an eco in certain regions. Part of the job consists out of organizational aspects.
NC	:	Network Coordinator. Coordinates the sales and implementation activities of several strategic partners.
SA mgr	:	Strategic Alliance Manager. Coordinates the sales and implementation activities of one strategic partner.
SS mgr	:	Shadow Sales Manager. Coordinates the sales activities within one strategic partner.
PI	:	Product Integrator. Integrates the Areopa products with the products of the strategic partner into 1 end customer offering (can be part of the SA mgr role).
VIPCO & INSCO	:	Virtual Participation Coordinator, Insourcing Coordinator. Coordinate the sales and implementation activities of the ACP partners in collaboration with the WWBD managers.
ICC	:	Intellectual Capital Calculators. Perform the role of calculator of the intellectual capital of a company.

<sup>1</sup> EMEA: Europe, Middle-East and Asia plus South Africa.

<sup>2</sup> AAA: America (not US), Australia, Africa (not South Africa)

<sup>3</sup> US: United States

<sup>4</sup> See Appendix on Offerings

<sup>5</sup> NPL: Non Performing Loans

- PD : Product Development. The activity of creating a new product, adapting or fashioning an existing one, following the PD process with an SMT.
- Local BD : Business Development: The activity of creating new sales channels for the existing productlines. The process consists of three phases : concept definition, beta-siting, transfer to operational SMT follow up.
- OD : Organization Development. At AKC level: strategy definition of the Areopa group. At ECO level: the creation and maintenance of the organizational structure of an ECO.
- Offerings : the "AREOPA-Offerings" as defined in the related Appendix
- Candidate : the person who signs this agreement
- Areopa Community: the group of people that have signed an Areopa Agreement, an SA or a partner agreement.
- POL/POS Networker: candidate who chooses to perform only sales activities for specific products (Point of Lead / Point of Sales)
- Mentor : Candidate after successful completion of the Areopa Mentor training
- Trainee : Candidate gaining experience in at least two assignments under the Directorship of a Senior Consultant.
- Semsha : Candidate being able to execute implementation assignments initially under indirect and later possibly without supervision.
- Consultant : Candidate after successful completion of the consultancy graduation
- Program Director : the Senior Consultant supervising Trainee's, Semsha's or consultants for the duration of a client's project.
- Sales Lead : introduction to a potential client, as evidenced by correspondence of which copy has been handed to Areopa before signing a contract.  
Candidate shall inform Areopa monthly and in writing which potential customers he has contacted. Sales Leads are property of Areopa.
- Sales Deal : a contract signed by the client, the Candidate and Areopa.  
Sales Deals are property of Areopa.
- SMT : Self-Managing Team, organization structure overlooking projects and activities.
- Shamrock : organization structure applied by Areopa.
- Coaching : ongoing support by a named coach (see related appendix)
- Graduation : procedure by which Candidate is recognized by his peers as having successfully completed the education cycle
- License : product and know-how, property of Areopa that is granted to the Candidate, for the duration of this agreement.



## 2. Status

Candidate will as an independent party promote, sell, distribute and/or implement the Offerings of Areopa. For this purpose Candidate will take all actions which are legally and fiscally required to work as an independent party.

Candidate shall operate exclusively under the name of Areopa as far as this applies to the activities as described in this agreement.

Candidate can perform these activities under the following status:

1. Full Shamrock: candidate will get 100% of the percentages and payments that he earns based on the obtained results.
2. Semsha: candidate will get only 50% of the percentages and payments that he earns based on the obtained results. A Semsha is always linked to a full shamrock (= coach). This shamrock is fly entitled to other 50%. Therefore the shamrock has to track and coach the Semsha and can use parts of the 50% to pay for the costs of the Semsha or to give him bonuses. The rest is income for the shamrock. The Semsha gets a monthly advanced payment of 2500 EURO on the money he is going to earn. If he would leave Areopa he has to repay the advances to Areopa. If candidate chooses this status he has stay in this situation for a minimum of 2 years before he can switch to full shamrock.

## 3. Career Paths

Areopa will provide a training package and licenses depending on the roles chosen. It starts with a basic package that can be optionally followed by the advanced sales, implementation or networking training package. Please refer to the related Appendix on Know-how Transfer and, if applicable, to the appendix for Trainee/Semsha for further conditions and details.

By signing this agreement, Candidate agrees to the following career paths:

POL/POS NETWORKER (specific products only <sup>6</sup> )	YES / NO
COMMERCIAL (all products)	YES / NO
MENTOR	YES / NO
TRAINEE/SEMSHA	YES / NO
IMPLEMENTATION SPECIALIST	YES / NO
NETWORKING SPECIALIST	YES / NO
SALES SPECIALIST	YES / NO

These roles are linked to a specific eco (APH, ASA, ACP, ANC, AICM, ACA).

## 4. Functioning “standards & practices”

Both parties will respect the “local” as well as the “international” standards & practices. Because of the dynamic nature of these standards & practices (changes are to be accepted by all parties) only the latest version - as published on the Areopa Web-site - is valid. Apart from these publications a number of ethical principles will be maintained by the Candidate referred to as “Do’s” and Don’ts” (see related appendix).

<sup>6</sup> The area of focus in the Preamble defines the product.

Examples:

Local

Administrative support  
 Secretarial support  
 Meeting behavior  
 Meeting schedules  
 .....

International

Web-site sponsoring  
 Shamrock functioning  
 Access to Business Development  
 Access to Product Development  
 Product development  
 Product improvement  
 Quality control  
 Vision development and adherence  
 .....

Candidate is supposed to frequently check the latest version on the Areopa web-site.

Because at this time Candidate does not have access to the internal Areopa web-site, a copy of the presently valid documents will be provided.

**5. Cost Contributions**

Areopa drives on empowerment, personal initiative/investment, and output reward.

All areopagites bear their own costs.

**6. Invoicing**

*General guideline:* In all negotiations with customers, Candidate will refer to a consultant price of EURO 1650 per day (+ risk factor) and to a 3 year End User Coaching contract, with a price of EURO 1.250 per user per year, a training set-up fee of EURO 5.000 in addition to customer specific training preparation costs.

Other prices cannot be agreed upon, unless Areopa gives approval in writing. Areopa, and Areopa alone, will invoice all services rendered to customers by Candidate.

✕ ✕ If Candidate should invoice directly to the customers, Candidate has to pay a damage fee equal to the amount that has been invoiced (directly or otherwise), received or requested, until full payment by the customer. ✕ ✕

By ECO: by eco there are special standard offerings available at the SMT Operations of each eco.

**7. Remuneration by Shamrock principles**

All revenues will be split between Areopa, Candidate and other entitled parties (e.g. Areopa trainees accompanied by their coach), according to their contribution to the Project and the ECO Shamrock Percentages Table (see related appendix).

✕ Payments to the Candidate will be made immediately after receipt of the funds from the Client and after receipt of the invoice from the Candidate, ✕



In case of partial payment from the client, parties will be paid accordingly.

Candidate has the opportunity to look into the payments done by the Customer to Areopa for every project he is involved with.

Cash collection is the responsibility of all parties involved in any given project.

### 8. Areopa's Vision

Every year Areopa will write a draft of the new edition of the vision. Candidate will have the opportunity to discuss this vision, and the draft can be adapted based on the remarks of Candidate. The final version of Areopa's vision will be part of the International standards & practices. It will also be the basis of each Areopa eco.

### 9. Undertaking not to compete

For the entire term of this agreement, as well as for a period of three years thereafter:

The Candidate shall, independently and for his own account, or in service for a third party, refrain from developing the same or equal activities, directly or indirectly, as far as they are competitive to the ones referred to in this agreement.

The Candidate shall refrain from hiring employees and/or consultants who have a contract with Areopa, nor stimulate them to terminate their co-operation with Areopa.

The Candidate shall refrain from publishing or informing anyone of confidential information, know-how and intellectual property owned by Areopa and/or its partners and to which the Candidate has confidential access, except for activities as agreed upon with Areopa during the term of this Agreement.

Candidate may however develop non-competitive activities under his own name, as far as these activities are compatible with the normal execution of this agreement. Both parties are bound by the "good faith" in the execution of this agreement.

X If the Candidate does not respect this non-competition clause, he immediately has to pay an indemnity of EURO 100.000 without being exempted from the total claim for damages. X

### 10. Terms of the Agreement and earlier termination

This agreement is concluded for an indefinite period.

It is not Areopa's intention to terminate any consulting agreement with a Candidate. This will only happen in some exceptional cases like (non-exhaustive list):

- Areopa stops its activities
- The Candidate does not respect some terms of this or any other agreement
- The Candidate is not performing at the expected level (see "coaching agreement")

Termination in these cases will be with immediate effect and without any notice required.

Termination by the Candidate can only be done by registered letter with 3 months notice.



All obligations of Candidate towards Areopa and/or other partners shall be settled upon termination of this agreement. The indemnities then due will be calculated "pro rata temporis".

All obligations of Areopa towards Candidate related to consulting activities, will be settled after receipt of payments from the customers. The same applies to the rights resulting from Sales Leads filed and/or Sales Deals made by the Candidate, providing that these rights will end 3 months after termination of this agreement.

After termination of this agreement, Candidate shall not be entitled to any indemnity.

**11. Special Conditions:**

No conditions of this agreement can be changed unless written notice is given, received and approved by both parties.

**12. Prices:**

All prices mentioned in this Agreement are VAT not included.

**13. Applicable Law and Choice of Court**

For contracts with the Areopa Trust, parties agree that this agreement is governed by Belgian Law and Belgian Law only and that any dispute, resulting from this agreement can only be settled in the courts of Mechelen, Belgium

Done at ..... on ..... in 2 originals,

Each Party declares having received one original copy,

For Areopa: .....

Candidate

\_\_\_\_\_  
*Please make your signature precede by "read and approved".*

The following attached appendices form an integral part of this consulting agreement:

1. Confidentiality
2. Do's and Don'ts
3. Offerings
4. Know-how Transfer: Education, Training, Coaching and License
5. Coaching
6. Web Site & Email Address
7. Shared Inbound Office Services and Facilities
8. Trainee & Semsha Career and Growth Path
9. ECO Shamrock Percentages Table

<b>Confidentiality</b>
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“Confidential Information” refers to all information that is provided about the philosophy, methodology, products and organization of Areopa and it's Partners except such information as is readily available on the external part of the web site of Areopa's or it's Partners.

All Confidential Information furnished by Areopa or Areopa's Partners shall remain the property of and be deemed proprietary to Areopa or Areopa's Partners, as the case may be.

Candidate agrees:

- (i) to receive the Confidential Information in strict confidence;
- (ii) not to disclose any Confidential Information to any third party without the prior written permission of Areopa or it's Partner(s);
- (iii) not to copy or reverse engineer any Confidential Information;
- (iv) not to use any Confidential Information to develop products similar to those of Areopa; and
- (v) not to use any Confidential Information for any purpose other than the benefit of Areopa or it's Partners.

SIGN THIS CONFIDENTIALITY CLAUSE, IF NOT INCLUDED IN A FULL CONTRACT.

*Usually this confidentiality clause is part of the complete collaboration contract between Areopa and another party. However prior to signing such contract, Areopa may also provide “Confidential Information”, as identified above, to the other party.*

*The discussions between both parties can only have as result that collaboration is created under the form of a consulting or license agreement with Areopa.*

*The party,*

\_\_\_\_\_  
\_\_\_\_\_

*Represented by: .....(name and function)*

*in this confidentiality agreement called Candidate, confirms to  
(Cross out whichever doesn't apply)*

AREOPA BVBA  
Rembert Dodoensstraat 37,  
B-2800 Mechelen,  
Belgium

*herein called “Areopa”*

*the full acceptance of this Confidentiality clause,                      DATE: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_*

Signatures: Candidate

Areopa

<b>Do's and Don'ts</b>
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**Do's**

Keep the coaching Senior Consultant c.q. the Project Director informed of all client related communications (memo's, telephone, conversations...).

At each opportunity, mutually define the process for:

- ξ Problem resolution protocol escalation procedure prior to kick-off
- ξ Client sensitivity and awareness to the alliance in comfort with all partners
- ξ Keep the Senior consultant informed of any staffing or other changes that may impact on the assignment
- ξ Define formal project roles and responsibilities prior to implementation, during the solution presentation phase of the process

**Don'ts**

- ξ Compete with other Areopa or partner personnel for stature in the eyes of the client. Roles should be defined so that we aren't competing but collaborating.
- ξ Criticize other Areopa or partner personnel in the client's presence. Criticism can take the form of questioning an individual's background or experience level. This undermines credibility of both partners. Make proactive use of the problem resolution protocol.
- ξ Criticize Areopa's or the partner's products or services in the client's presence
- ξ Change the agreed upon delivery model (deliverables , roles and responsibilities), changes should only be done if Areopa and partners agree on them
- ξ Solicit employment from the partner's organization

<b>Offerings</b>
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**1. Object**

This appendix describes the products that are defined as AREOPA owned offerings. The Candidate has the right to sell / implement any of these products in accordance with the appendix on Know-how Transfer and Licensing.

**2. List**

1. TOP MODELLING (within Strategic Business Planning)
2. BUSINESS PROCESS IMPROVEMENT (BPI) / BUSINESS PROCESS REENGINEERING (BPR) / BUSINESS PROCESS ENGINEERING (BPE) METHODOLOGY
3. THE COMBINATION OF BPR/BPI/BPE AND ICT (with or without Strategic Alliance partner)
4. SIMIST
5. COST OF POOR PERFORMANCE (COPP) calculation
6. INSOURCING
7. RIGHTSIZING
8. CUSTOMER SATISFACTION SURVEY (using the TAPE-grid)
9. END USER COACHING (EUC)
10. STRATEGIC INFORMATION PLANNING USING SIMIST, CHANGE MANAGEMENT AND EUC
11. TQM (using BPI methodology)
12. AIS (Applied Information Service) Reference Model related products
13. IC Calculation Method

For further details on the above mentioned offerings, please refer to the Areopa eco business plans.

**Know-how Transfer: Education, Training, Coaching and License**
**1. Object**

This appendix describes the way Areopa know-how will be transferred to the candidate. The candidate will have the opportunity to perform joint customer and partner calls, get trained, be coached, and obtain a license and graduate in various fields of Areopa know-how.

**2. Conditions (mode of operation)**

Currently following career paths exist, also illustrated in the "Know-how Transfer & Licensing Scheme":

**POL/POS NETWORKER** (specific products only<sup>7</sup>)  
**COMMERCIAL** (all products)

leading to the graduation required to perform the sales jobs for a specific products or for all products.

**MENTOR,**

leading to the graduation as "Certified Areopa Mentor" required to perform End User Coaching mentorship

**TRAINEE/SEMSHA**

leading to the graduation as "Semsha" required to perform implementation assignments under indirect supervision.

**IMPLEMENTATION SPECIALIST**  
**NETWORKING SPECIALIST**  
**SALES SPECIALIST**

leading to the graduation required to perform implementation leading to networking coordination jobs.  
 leading to networking sales jobs.

Basic training part 1 is mandatory and must be finished within three months of signing this contract, subsequent trainings are optional, but prerequisites for some functions.

Every training is consisting of :

- ξ joint calls (optional)
- ξ decision and agreement
- ξ training
- ξ coaching
- ξ field work
- ξ graduation

The **Basic Training Part 1** consists of 3 subordinate paths:

- ξ Working at Areopa
- ξ Shamrock in Practice
- ξ Product-in-depth Training

The **Implementation Specialist Training** consists of:

- ξ Basic Training Part II
- ξ Advanced implementation training

<sup>7</sup> The area of focus in the Preamble defines the product.

The **Networking Specialist Training** consists of:

- ξ Basic Training Part II
- ξ Advanced Networking Training consisting of modules concerning Partners (Strategic Alliances, Value Added Resellers, Points of Lead, Dealers), Licenses and Insourcing

ξ  
The **Sales Specialist Training** consists of:

- ξ Basic Training Part II
- ξ Advanced sales training

These training sessions will be executed by ACA, partly by the J-learning portal, partly by face-to-face training. For each candidate an individual plan will be designed and executed under the supervision of his coach.

Each Eco will pay to ACA 10.000 EURO and will deduct these advances from the remuneration (revenue or prepayment) of the candidate at a rate of 25% of his remuneration until the 10.000 EURO is repaid in full.



<b>Coaching</b>
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**1. Object**

This agreement describes the way Coach will assist Candidate in applying the skills Candidate has acquired during the Areopa training sessions

**2. Conditions (mode of operation)**

Coach will provide his services according to the appendix about the Areopa know-how transfer.

Two types of coaching exist:

- ③ sales coaching
- ③ implementation coaching.

**3. Length**

Coaching automatically starts at signing of this agreement and the candidate having received the related training, coaching ends at graduation.

Both parties agree that Candidate should perform the following efforts in this and following years:

- ③ This year: ..... days
- ③ This year + 1: ..... days
- ③ This year + 2: ..... days.
- ③ This year + 3: ..... days.

The fact of performing this effort or not has implications as described in the appendix about the Areopa know-how transfer.

The required effort includes all sales effort referring to customer calls with or without assistance by the coach, active participation in Areopa SMT meetings and marketing and sales events organized by Areopa and its Strategic Alliances as well as active participation in Areopa's internal (operational and sales) meetings.

<b>Web Site &amp; Email Address</b>
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**1. Object**

The Belgian SMT Internet set up an Areopa web site as of January 1, 1998. This appendix describes the details of maintaining an operational web site and company email addresses.

The Candidate will receive a mailbox "firstname.name@areopa.com" and a password from the webmaster and gets access to Areopa's website knowledge database ([www.areopa.com/internal](http://www.areopa.com/internal))

**Applies to:** All Candidates. POL/POS Networkers acting only as Point of Lead, mentors, trainee's and semsha's do not have the obligation to participate until they are executing any of Areopa's income generating process tasks.

<b>Shared Inbound Office Services And Facilities for Areopa</b>
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**1. Object**

In order to have at its disposal initially a common mail address and common phone and fax numbers, but also to have an easy and a cost effective access to a meeting infrastructure, first party, representing and at the request of the Areopa consultants community, has signed earlier an agreement a related services provider, called Provider hereafter. This document sets out the conditions, rights and obligations Candidate to the present agreement automatically subscribes to upon joining the Areopa consultants community, as formalized by signing this appendix to the consulting agreement.

**Applies to:** All Candidates except POL/POS Networker, Mentors, Trainee/Semsha's as long as they do not use any of the facilities described hereunder.

**2. Conditions (mode of operation).**

- ξ Candidate is allowed to use the provider's co-ordinates in all stationary and correspondence with customers and/or partners. The infrastructure facilities include the use of a parking area, mailbox, entrance hall, meeting rooms, sanitary units, kitchen and canteen.
- ξ The provider offers following services:
  - ☞ Reception of visitors and parcels.
  - ☞ Phone answering and registration of messages.
  - ☞ Use of fax, phone and copier (personal PIN-code) in the service room.
  - ☞ Heating, lighting, cleaning and maintenance of the common parts of the building.
  - ☞ Secretarial services on request (individual agreement with provider).
  - ☞ Catering services on request (billable to requestor).
- ξ Candidate will provide the Areopa coordinator with his instructions for the forwarding of calls and messages.
- ξ After the signing of this agreement Candidate will receive a personal badge for a free access to the building (24hrs/24hrs – 7 days a week).
- ξ Candidate will apply the procedure in place for the use of meeting rooms (reservation and registration).
- ξ Candidate agrees with the content of the agreement signed by first party with the provider (copy available on request).
- ξ Candidate will only make use of the facilities in execution of activities regarding the consulting agreement.
- ξ Candidate will respect the internal rules of the provider (copy available on request).
- ξ Candidate will respect a resignation period of 3 months (see consulting agreement).
- ξ Candidate will consider and bear the consequences of his non respecting the obligations towards first party and provider; if provider resigns the agreement with first party due to Candidate, the last mentioned will be charged for the subsequent cost of search and starting up of a new agreement with a facilities provider.

### 3. Financial conditions.

The provider will invoice Candidate initially an advance of 250 EURO and thereafter at least on a quarterly basis for both fixed and variable (group and individual) costs.

ξ The group fixed costs Candidate will be billed for consist of:

- ↳ Monthly fee of 400 EURO (VAT excluded and under index evolution) that will be divided by the number of consultants having a current agreement.
- ↳ Common telephone line subscription
- ↳ Fixed costs of meeting rooms (consumables, equipment and maintenance) in proportion with the use by each of the residents of the center.
- ↳ Costs of the household refuse collection (shared with all residents of the center).

ξ The group variable costs Candidate will be billed for consist of:

- ↳ Catering costs for common structural meetings
- ↳ Preparation of meeting rooms for common structural meetings

ξ The individual variable costs Candidate will be billed for consist of:

- ↳ Messaging and communication costs
- ↳ Costs of copies, catering costs (partly if shared with other consultants), tokens for coffee machine,
- ↳ Guarantee fee for the access badge (40 EURO).

Candidate agrees to pay cash the invoices sent by the provider.

### Trainee & Semsha Career And Growth Path

The Trainee/Semsha career paths are temporary assignments linked to specific projects. Areopa does not guarantee permanent full year assignments. As Areopa's consulting activity is an ongoing and growing business, there is no reason for Areopa to terminate the co-operation with the Candidate as long as the Candidate is performing to the satisfaction of the Project Director. It is up to the personal interest of the Candidate to proceed to the next step into the Semsha and later possibly to the Shamrock status.

The Candidate Mentor, Trainee or Semsha commits himself to be available for each individually contracted assignment during the whole period of the assignment and under the conditions and requirements of the assignment. If for one reason or the other, the Candidate would not complete his contracted assignment, the cost of replacement will be deducted from the money that Areopa owes the Candidate, alternatively has to be paid by the Candidate, unless otherwise decided by the Project Director

In case the Candidate, in the status of Trainee or Semsha detects a sales lead with the customer where he is operational or with a prospect and the Candidate gives this lead to his Project Director or any other person within the Areopa Shamrock organization, who can then realize a deal out of this lead, then the Candidate will receive 1.5% of the total revenue of the deal, as compensation for the introduction of Areopa in that field.

#### 1. Trainee

The Candidate joining AREOPA as a trainee does so on an assignment per assignment basis. During this period the Candidate will receive a per time indemnity in accordance with the project's importance and the tasks to be performed by the Candidate. The indemnity will always be agreed upon beforehand between the Candidate and Areopa's project director and will be formalised by means of the "**invoicing worksheet**".

The Candidate will work under the direct supervision of a senior Areopa consultant who will act as Project Director.

If after the initial task, the job has not been completed, the Project Director will decide whether the presence of the candidate is still required to finish the assignment. In that case the indemnity will be "pro-rata temporis" till the end of the assignment. According to the Candidate's performance, the Project Director, at his discretion, can consider a bonus for the good execution of the assignment.

After the second successful assignment the Candidate will/can migrate to a "Semsha" status. The Project Director will recommend the growth path for the Candidate. At that time the indemnities as listed in the related appendix will be applicable.

#### 2. Semsha

Having successfully completed the training program and on the recommendation of the Project Director the Candidate will/can graduate to a more independent "SEMSHA" status. In this status the Candidate will work under the "indirect" supervision of the Project Director.

- A. Instead of a fixed indemnity the Candidate, for his efforts in the implementation assignment, **will receive 30% of his part of the implementation fee which is 30%** of the overall project price for the first assignment.
- B. Having successfully completed the next two assignments as "SEMSHA", and having given proof of sufficient active knowledge of the Areopa implementation methodology, the Candidate will receive **50% of his part of the implementation fee for the next assignment**.
- C. In a third phase, after having successfully passed the graduation test, the Candidate can receive **up to 80% of his part of the implementation fee** and operate without the direct supervision.

Later on, the Candidate can accede to the full Areopa know-how transfer program that will allow him to become a 100% SHAMROCK collaborator