Microsoft

Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made in on February 1st 2012 (hereinafter referred to as the "Effective Date"), by and between:

Microsoft Morocco, a company duly organized and existing under the laws of Morocco, its address being: Twin Center Tower A 15th Floor BLVD Zerktouni Casablanca represented for the purposes of this MOU by Mr Samir Benmakhlouf (hereinafter referred to as "Microsoft"), and

AND

Ordre des Experts Comptable du Maroc, **its address being: 27 BLVD Zerktouni Casablanca, represented for the purposes of this MOU by Mr Mohamd Hdid (hereinafter referred to as "OEC").**

(hereinafter individually referred to as "Party" and collectively as "Parties")

WHEREAS the Parties have been conducting a continuous dialogue between themselves through which they have identified certain potential collaboration projects that may be jointly implemented in the future (the "Potential Collaboration").

NOW THEREFORE, in furtherance of this common vision the Parties have agreed to enter into this MOU in good faith in order to highlight some of the concepts which have been developed in relation to the Potential Collaboration and to establish the framework for developing these concepts further together with a roadmap that will hopefully lead to agreement on the appropriate means for their delivery and implementation.

1. Scope of Potential Collaboration

It is envisioned that the Potential Collaboration will cover the following areas of cooperation:

Awareness on the value of using genuine software.

Training and awarness on Microsoft products

2. Envisioned Roles of the Parties

A. The discussions to date envision that the role of Microsoft in relation to the possible implementation of the Potential Collaboration shall include the following (subject to agreement by the Parties at a later stage):

- Train 100 people within (OEC menbers) on Excel Advanced functionalities. The training will be hold at (OEC) training center.
- Inform about Microsoft's available current licensing promotions .
- Organize two EPR seminaries in partnership with (OEC) and invite its members
- Deliver to (OEC) a white paper on how IT can be laveraged in auditing cabinet .

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B. The discussions to date envision that the role of OEC in relation to the possible implementation of the Potential Collaboration shall include the following (subject to agreement by the Parties at a later stage):

- Create awareness around illegal use of software that has a financial, legal and risk impact on the Information Systems on companies.

3. General Terms

A. The Parties shall at all times remain independent and separate legally, organizationally and financially and may not act nor bind the other in any way nor may either represent that it is in any way responsible for the acts of the other.

B. Each Party shall be responsible for its own costs and expenses incurred as a result of the entering into or the carrying forward of this MOU.

C. This MOU does not establish a joint venture or partnership between the Parties nor does it require any Party to provide any financial contribution to the other Party whether on account of this MOU or the transactions envisioned herein.

D. Use of trademarks, copyrights, patents, logos and all other intellectual property rights of any Party by the other requires a specific written agreement. The Parties hereby agree that ownership of all title, copyright, industrial and intellectual property rights in any content of any kind, including by way of example and without limitation any: software, databases, information, works, materials or assets supplied to OEC by Microsoft under this MOU or any agreement that arises as a by product of this MOU shall remain vested in Microsoft unless otherwise specifically agreed to in writing by the Microsoft. No license is granted under this MOU on any of the Parties' trademarks or any other intellectual property rights.

E. The Parties hereby expressly agree that the implementation of the Potential Collaboration as envisioned by the Parties under this MOU shall be subject to separate agreements to be negotiated and executed between the Parties at a later stage. This MOU represents a statement of intentions only and does not create any binding legal obligations.

F. The Parties agree to appoint designated points of contact that will work together to develop a plan for moving forward with this MOU including the development of milestones, deadlines and targets that will hopefully move the Parties towards final agreement.

G. The Parties expressly agree that in the event that any Party is not satisfied with progress of the discussions relating to the Potential Collaboration then such Party may at any time, and at its sole and independent discretion, withdraw from the discussions and walk away from the Potential Collaboration without any risk of liability.

H. Nothing in this MOU creates any exclusive relationship between Microsoft and OEC in relation to the subject matter hereof. Any Party shall be free to enter into any other similar arrangements with any other company in relation to the subject matter hereof.

I. Any information relating to the existence of the MOU or exchanged in connection with the discussions relating to the Potential Collaboration are to be considered confidential information and will be treated with utmost regard to their confidential nature. The

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receiving party shall not have the right, to disclose, use or utilize any confidential information without the express consent of the disclosing party.

IN WITNESS whereof the said Parties hereto have hereunto set their signatures the day and year first above written.

Agreed and accepted
For and on behalf of Microsoft Morocco

By: ____________________

Name: Ben mahlouf Samir

Title: Directeur

Date: 11-5-2012

Agreed and accepted
For and on behalf of OEC

By: Mohamed Holid

Name:

Title:

Date:

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