**Cooperation Agreement**

Odessa *November 05, 2012*

PJSC “PLASKE” represented by General Director, A.R. Khachaturyan, acting upon the Statute, hereafter referred to as “ORGANIZATION”,

LLC “PPL 33-35” represented by I.L. Liptugy, acting upon the Statute, hereafter referred to as “SERVICE CENTER”,

State Enterprise “Illichivsk Sea Commerce Port” represented by Manager, O.G. Grygorashenko, acting upon the Statute, hereafter referred to as “PORT”,

Private Enterprise “Illichivsk Container Terminal” represented by Director, V.O. Popova, acting upon the Statute, hereafter referred to as “TERMINAL”,

together “PARTIES”, have entered into this Agreement as follows:

1. **Subject hereof**
   1. To speed-up the inspection procedures of cargo on the borders, to increase volumes of the international commerce, to implement and apply recommendations of European Economic Commission of United Nations no. 33 (of 2005), no. 34 (of 2011), no. 35 (of 2010) on establishment of single point of contact to apply effective data interchange between subjects of the international trade and state bodies, harmonization and standardization of the international trade data necessary for meeting import, export and transit regulative requirements, the ORGANIZATION and SERVICE CENTER provide with special a program product devised by the SERVICE CENTER by the order of the ORGANIZATION to computerize operational processes of cargo handling in port, for cooperation and execution of applicable formalities appearing by cargo transition at checkpoint across state borders (as “program product”) in the framework of Single Information Port Community System.
   2. The PORT and TERMINAL represent their interests in use of the program product, link-up to it by the PORT and TERMINAL, state regulatory bodies, contracting parties of the PORT and TERMINAL, as well as other engaged parties.
   3. To implement this Agreement, the ORGANIZATION and/or SERVICE CENTER may freely without restrictions attract other legal entities and specialists.
2. **Intentions of the Parties**
   1. To promote the subject hereof, the ORGANIZATION and/or SERVICE CENTER represent the following intentions:
      1. to inquire the PORT and/or TERMINAL about necessary technical and other essential provisions that shall be imposed by state regulatory bodies, contracting parties of the PORT and/or TERMINAL in reference to the program product as required by applicable laws and regulations.
      2. to adjust the program product as required.
      3. to prepare the instruction for the program product users.
   2. To promote the subject hereof, the PORT and TERMINAL represent the following intentions:
      1. to develop the procedure of the program product application approved by members engaged in handling process in the PORT.
      2. to provide the ORGANIZATION and SERVICE CENTER with information and consultation how to operate and apply tests and use of the program product.
      3. to assist, paying attention to the current law, the ORGANIZATION and/or SERVICE CENTER in relations with state regulatory bodies and contracting parties of the PORT and/or TERMINAL in issues in respect of the program product usage as well as performance other terms hereof.
      4. to provide with and furnish work place of the program product users (external and internal networks and means of communications, computer sets and so on)
   3. The PARTIES shall:
      1. agree all essential terms and requirements in regard to the program product usage.
      2. interchange information and proper data concerning the subject hereof.
      3. in case of need, organize work stuff of specialists of the PARTIES to perform covenants and solve all current issues in respect of the program product.
      4. agree its actions regarding performance of the covenants in due time, as well as not interfere in business of each other.
3. **Term**
   1. This Agreement commences as of the date it is signed by the PARTIES and continues until all its provisions are realized.
   2. The PARTIES may advance the initiative of any alterations and additions hereto.
   3. The PARTY with intentions to terminate this Agreement, shall give 30 day advance written notice to the other PARTIES about its intention before scheduled termination date hereof.
4. **Other provisions**
   1. This Agreement shall not be considered as economic agreement covering no financial settlement payments between the PARTIES.
   2. In case of need of financial settlement payments, the PARTIES shall solve such matters by separate business agreements.
   3. The PARTIES acknowledge the program product designed by the SERVICE CENTER as intellectual property of the SERVICE CENTER with the right guarded as required by Ukraine current law.
   4. To implement this Agreement, the PARTIES shall follow equal partnership, mutual respect and promotion in its application.
   5. The Agreement is composed in four identical specimens of equal legal effect with one specimen to each PARTY.
5. **Details of the Parties**

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| **ORGANIZATION**  **JSC “PLASKE**”  vul. Akademika Zabolotnogo 12, Odessa, Ukraine  Post address: a/s no. 299, Odessa 65001, Ukraine  EDRPOU 30202681  General Director  (signed)  A.R. Khachaturyan  L.S.: Round seal of the Organization  **SERVICE CENTER**  **LLC “PPL 33-35”**  vul. Marazliivska 14-A, Odessa 65014  EDRPOU 38156292  General Director  (signed)  I.L. Liptuga  L.S.: Round seal of the Service Center | **PORT**  **SE “Illichivsk Sea Commerce Port**”  vul. Pratzi 6, Illichivsk 68001, Odessa Oblast  EDRPOU 01125672  Manager of the Port  (signed)  O.G. Grygorashenko  L.S.: Round seal of the Port  **Private Enterprise**  **“Illichivsk Container Terminal”**  vul. Transportna 10, Illichivsk 68001, Odessa Oblast  EDRPOU 33140204    Director  (signed)  V.O. Popov  L.S.: Round seal of the Terminal |