

AGREEMENT

on cooperation in organizing the interactions between
business organizations of Russia and the EC countries

Saint Petersburg

24 September 2009

Saint Petersburg Chamber of Industry and Commerce, represented by A. V. Savoscheva, further "Organisation" and Nowatell GmbH represented by director Cherkashin Alexey Alexeevich, further "Partner", on the further joint mention – "contracting parties" (parties) and on the separate mention - "contracting party", have entered into the present agreement (further - the Agreement) as follows:

1. Subject matter

With the aim of mutual assistance in carrying out activities for the organization of cooperation between entrepreneurs' structures of Russia and the EU countries, the contracting parties came to a common realization of practical projects and implementation of agreed public events.

In the course of these the information exchange, mutual benefit and services provided in accordance with the applicable laws of Russia and the EU countries are implied.

The contracting parties expect that their joint force will contribute to achieving the objectives intended by this agreement, subject to the mutual interests.

1.1. For achieving the aims, within the limits of main purposes and objectives, provided by the charters, the parties will put in force the following:

- promotion of every possible and comprehensive development of the international economic relations, development of the industry and promotion of its modernization;
- development and maintenance of business activity, high social and legal status of the entrepreneurs, promotion of positive reputation of Russian business in the territory of the EC countries;
- participation in negotiations, press conferences, briefings.
- support to Russian industrialists and entrepreneurs in development of economic, scientific and technical links and cooperation with the business establishment of the EC countries;
- promotion of an exchange and distribution of the information, experience and the best business practice;
- assistance in carrying-out of specialist training and retraining programs;
- development of cooperation with the international organizations of industrialists and entrepreneurs, locating in the territory of the EC countries;
- assistance in professional groups exchange for participation in the international conferences, symposiums, meetings, seminars, competitions, exhibitions
- Support to Russian industrialists and entrepreneurs in the development of economic, scientific and technical relations and to cooperate with the business circles of Russia and the EU countries in the implementation of representative functions of the contracting parties of this agreement, aimed at strengthening of the image of both parties on the mutually beneficial terms.

1.2. The contracting parties can provide advertising services as well as consultation and information services.

2. Terms of the Cooperation

2.1. The partner:

2.1.1. agrees, in the context of the information cooperation, provision of information materials by the partner on the special website www.nowatell.com and published by the organization in the sections of the website www.spbcc.ru with absolute indication of the origin sources. The organization determines independently the concrete placement of the relevant information materials in the categories and on the pages of the website www.spbcc.ru.

2.1.2 Ensures the integration of information from the organization on the www.spbcc.ru, including the content of the activity and graphic materials of the organization as well as the names and contact details of companies and firms that are members of the organization, with the absolute indication of the source. The partner determines independently the concrete placement of the relevant information materials in the categories and on the pages of the website www.nowatell.com.

2.1.3 Has the ability, with the aim of the optimal exchange of information, to publish information materials in Russian, English, German, Polish, Czech, French, Italian and other foreign languages, which are provided by the organization, especially in written or electronic form and also those which are published on the website www.spbcc.ru. In the translation of materials the partners is obliged to avoid the distortion of the meaning and the preservation of the integrity of the text. The partner is not entitled to any changes and / or additions in the materials to carry out or correct them.

2.2. The Organization:

2.2.1. agrees, in the context of information exchange, to placement of the information materials provided by the Organization on the website www.spbcc.ru and other written or e-materials (including naming the companies and firms which are members of the organization and their contact information) by the Partner on their website www.nowatell.com with the absolute indication of the source

2.2.2. Ensures the integration of information of the partner on the website www.spbcc.ru, including the content of the activity, the names and graphic materials that are provided by the partner. The organization determines independently placement of the relevant information materials in the sections and pages of the website www.spbcc.ru.

3. Rights and obligations of contracting parties

3.1. The contracting party is entitled to cancel the cooperation agreement, if the offered variants of the cooperation are not economically beneficial (profitable) for the contract party, or if the contracting party is not able to attend to the necessary duties accordingly.

3.2. Rights and obligations of the contracting parties intended in this agreement, and any questions that are not regulated in this agreement shall be regulated by the existing legislation of the Russian Federation and also by the international agreements which are concluded for the performance of this contract.

4. Liability of the contracting parties

4.1. For the violation of the obligations of this contract, the contracting parties liable in the manner intended by the legislation of the Russian Federation.

4.2. The contracting party that did not meet or met not in proper manner its obligations according to this contract is liable if it cannot prove that the fulfilment of obligations in the proper way was not possible in concrete terms in specific periods of time because of force major, that is extraordinary and unavoidable circumstances.

5. Confidentiality of information

5.1. All information and data received by each party from the other party with the intention of the performance of this agreement shall be considered confidentially and can be communicated to third parties only with the intention of fulfilling the obligations under this contract, with the exception of cases provided according to applicable legislation of the Russian Federation.

5.2. The confidential information may not be communicated to third parties and cannot be published or breached during and even after the end of the agreement if there is no written permission from the other party regardless of the cause of agreement termination.

6. Dispute Resolution

6.1. Disputes, which can arise during the implementation of the agreement terms, must be first tried to be resolved amicably by the contracting parties without going to court: through negotiations, letter exchange, clarification or correction of the agreement, minutes and amendment revision, telegrams and fax exchange etc. Each party is entitled to bring a claim that they want to receive the results of resolving the emerging issues in writing.

6.2. If the contracting parties cannot agree on the dispute through negotiation, the disputes shall be settled in the Arbitration Court of St. Petersburg and Leningrad region on the basis of the applicable legislation of the Russian Federation.

7. Final Provisions

7.1. This agreement comes into force on the date of signature by the contracting parties in power and is valid up to 31 August 2010. The agreement is terminable 1 month by the end of the contract. Otherwise the contract is renewed automatically for another year, unless on nothing else is agreed in writing by the contracting parties.

7.2. None of contracting parties is allowed to circumvent their rights and obligations under this contract without written permission from the other party.

7.3. Jede Ergänzung und Änderung des Vertrags ist in Form eines zusätzlichen Vertrages, der die ergänzenden Erläuterungen enthält und nach der beiderseitigen Unterzeichnung der Vertragsseiten vom Datum der Unterzeichnung an gilt, wenn nichts anderes von den Vertragsseiten vereinbart ist. Each supplement and amendment of the agreement is in form of an additional agreement, which includes the additional explanations and is valid from the day of the agreement signing by both contracting parties, unless on nothing else is agreed in writing by the contracting parties.

7.4. This contract has a framework character and regulates only the organizational issues in the cooperation of the parties. In the case of transfer of goods, services, operations or work achievements the parties close a civil agreement that conveys the appropriate conditions.

7.5. This agreement is governed by the applicable legislation of the Russian Federation and the EU countries. All issues of the contracting parties that follow from the agreement shall be settled by negotiation.

7.6. If a solely term of the agreement becomes invalid or conflicts with local law, the other terms remain in force. The parties close an additional agreement from which the illegal terms of this Agreement are removed.

7.7. The present Agreement is made in duplicate in Russian and German, one for each of the parties, each of which has equal legal effect.

8. Required information and signature of the contracting parties.