

THE ECONOMIC ASSOCIATION AGREEMENT

concluded on this day of-----
MARIMPEX Ltd & Company, 20-336 Lublin, Slowicza 20, Poland-----
VAT PL 946.257.52.02, Reg.No 060.454.071-----
represented by: President, the Owner - Janusz Wasilewski,-----
hereinafter referred to as „MARIMPEX”-----

and-----

of the following contents:-----

§ 1

The Parties are concluding this agreement in order to pursue their mutual economic goal, which is purchase and sale of _____, based on the principle mutual profits, by the Parties which create this economic association to these ends.-----

§ 2

1. The Parties are concluding the said agreement to order to intensify activity of their companies through mutual co-operation in foreign trade.
2. Based on this agreement the Parties shall cover the area of co-operation with such activities as: exchange of information, exchange of experience and applied methods of work, creation of a database about prospective customers and goods, a mutual representation based on the principle of agency and other areas of activity.-----

§ 3

1. The Parties state priority goal as execution of normal activities aiming at finding out customers for goods sold by the Partner.-----
2. In this scope each Party shall be representative of the other, on the territory of its activity based on mutual terms.-----

§ 4

The Parties guarantee mutually that they possess experience recognition among the companies operating on the international markets within the area of activity of their Companies.-----

§ 5

Responsibilities of the Parties include in particular:-----

- a) Search for prospective contractors to purchase Partner' s goods;-----
- b) Verification of credibility of a contractor, especially in terms of their solvency;-----
- c) Negotiating with a contractor as to terms of contracts, especially in tha scope of: determination of price, quantity and quality of goods, ters of delivery, terms of payment, etc;-----
- d) Supervision of shipment of goods in tha scope determined by the Parties.----
- e) Investigation of international markets in terms of supply of and demand for particular goods placed in the Partner' s offer of sale.-----

§ 6

1. For execution of the activities within this Agreement, each Party shall be vested with remuneration based on distribution of gross income in the followihg proportions: Marimpex , calculated according to the following criterion: value of goods in net selling prices less value of goods in net buying prices, diminished by net costs of the financing of a transaction, which are settled between the Parties upon presentation of bills on this account.-----
2. The Parties shall establish details and value of remuneration each time for a given contact in the form of an annex to this Agreement.-----

§ 7

1. While executing the Agreement the Parties shall be obligated to work with due diligence and use all their abilities, experiences and contacts.-----
2. The Parties undertake to keep confident and secret all information obtainted as a result of the accomplished transactions.-----
3. No Party may carry out sales with omission of the Partner on terms and conditions set forth in this Agreement on behalf of contractors specified by the Parter, during the period of validity of this Agreement and two years upon its dissolution or termination.-----
4. If a given Party violates the prohibition of clause in this paragraph, it will be

obligated to pay the Partner a contractual penalty equal to the value of the whole margin obtained from the sale within the contract organised by the Partner.-----

§ 8

1. The Agreement shall be concluded for indefinite period of time.-----
2. Each Party may terminate the Agreement with a long notice.-----

§ 9

1. In affairs not regulated by provisions in this Agreement regulations of Polish law shall be applied.-----
2. Any changes of this Agreement require the written form, otherwise they are null and void.-----

§ 10

This Agreement has been executed in two counterparts, one for each Party.-----