



КОПИЯ
ВЕРНА

Иск. № 002

РОСНЕФТЬ
ОТКРЫТОЕ АКЦИОНЕРНОЕ ОБЩЕСТВО
НЕФТЯНАЯ КОМПАНИЯ РОСНЕФТЬ

Почтовый адрес: Сокольский Путь, д. 26/1, г. Москва, 117997
Тел/Факс: +7 495 545 18 73

ВЫПОЛНЕНО 2.5.10.01.2018

ROSN/KN/001/07/13

BUSINESS PARTNERSHIP AND SALE REPRESENTATIVE AGREEMENT

THIS AGREEMENT BY AND BETWEEN OJSC ROSNEFT NATURAL OIL AND GAS COMPANY, WHOSE REGISTERED OFFICE IN 26/1, SOFIYSKA EMBANKMENT, 117997 MOSCOW, RUSSIAN FEDERATION, HEREINAFTER REFERRED TO AS "COMPANY", AND OOO ORSK REFINERY, WHOSE REGISTERED OFFICE 6/A, PROEZD STROITELNYI BUILDING 4, 125363 MOSCOW, RUSSIAN FEDERATION, HEREINAFTER REFERRED TO AS "BUSINESS PARTNERSHIP AND SALE REPRESENTATIVE".

WHEREAS, Company is engaged in the marketing and sale of professional training programs; and WHEREAS, Business partnership and Sales Representative desires to sell the Company's products in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Company hereby appoints Business partnership and Sales Representative as an authorized nonexclusive independent representative to sell and promote all the Company's products and services in the following geographical area in ASIA and here after referred to as "Territory".
2. Business partnership and Sales Representative shall devote such time, energy and skill on a regular and consistent basis as is necessary to sell and promote the sale of Company's services in the Territory during the term of this Agreement.
3. The Profit or income the Business partnership and Sales Representative shall complete the sales and promotional effort tracking spreadsheet and submit it by the 5th of each month, identifying all sales activities for the previous month. Business partnership and Sales Representative's sales and promotional efforts shall be directed toward the following:

3.1 Business partnership and Sales Representative shall periodically, or at any time upon Company's request, submit appropriate documentation of any and all sales and promotional efforts performed and to be performed for Company pursuant to this Agreement.

3.2 The aforementioned customers are intended only to be examples of the nature and type of market to which Company desires that its services be sold and should not be construed as a limitation upon the contracts that can be made by Business partnership and Sales Representative under this Agreement within the designated market. In addition to the foregoing, Business partnership and Sales Representative shall assist Company and shall perform any and all services required or requested in connection with Company's business.

3.3 Non-Compete Agreement, Company shall not directly or indirectly engage in a business which is or which would be competitive with the existing or then anticipated business of the Business partnership and Sales Representative for a period of 5 years, in those the following geographical area in ASIA of this State where the Business partnership and Sales Representative is currently doing or planning to do business.

4. For each contract for the performance of Company's products or services as arranged by Business partnership and Sales Representative under this Agreement, Business partnership and Sales Representative shall be entitled to a commission as follows:

4.1 a 10% percent of total commission in dollar bids for each contract billing during the first year and for any year thereafter.



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Почтовый адрес: Сафалинская Паб., д. 26/1, г. Москва, 117997
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ВЫПОЛНЕНО 25 ИЮН 2013

4.2 The commission rates and time periods set forth in this paragraph shall commence as of the date of the first invoice on any contract, provided, however that no commission will be due and payable to Business partnership and Sales Representative until (5) days from receipt of payment from any customer on the contract for any underlying invoice. Commissions will not be paid on fees for services rendered by shall not include freight, supplies, and other charges incidental to the performance of said services.

4.3 For purposes of this Agreement, "Contract" shall mean any agreement and/or order of Company's services sold or arranged by Business partnership and Sales Representative. Any and all commissions payable to the Business partnership and Sales Representative under this Agreement shall terminate on the day of the full month after termination of this Agreement. The Company shall then be discharged and released of any further obligation to pay commissions to Business partnership and Sales Representative under this Agreement.

5. during the term of this Agreement or within 5 years after its termination, Business partnership and Sales Representative's control, shall not compete with Company, directly or indirectly, for Sales Representative or on behalf of any other person, firm, partnership, corporation or other entity in the sale or promotion of services the same as or similar to Company's services within the Territory.

5.1 Under no circumstances and at no time shall Business partnership and Sales Representative disclose to any person any of the strategies, contacts, customers, secrets, methods or systems used by Company in its business. All customer lists, brochures, reports, and other such information of any nature made available to Business partnership and Sales Representative by virtue of Sales Representative's association with Company shall be held in strict confidence during the term of this Agreement and after its termination.

6. This Agreement shall not create a joint venture, agency, employer/employee or similar relationship between Company and Business partnership and Sales Representative. Business partnership and Sales Representative shall be an independent contractor.

6.1 Company shall not be required to withhold any amounts for state or federal income tax or for FICA from sums becoming due to Business partnership and Sales Representative under this Agreement. Business partnership and Sales Representative shall not be considered an employee of Company and shall not be entitled to participate in any plan, arrangement or distribution by Company pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to Company's employees. Business partnership and Sales Representative shall be free to utilize his time, energy and skill in such manner as he deems advisable to the extent that he is not otherwise obligated under this Agreement.

7. Business partnership and Sales Representative shall bear any and all costs or expenses incurred by Business partnership and Sales Representative to perform his obligation under this Agreement, including vehicle insurance, travel expenses and telephone expenses unless written Pre-Approval.

8. The rights and duties of Business partnership and Sales Representative under this Agreement must assign or delegated with prior written consent of the Company only.

9. Business partnership and Sales Representative is not authorized to extend any warranty or guarantee or to make Business partnership and Sales Representative or claims with respect to Company's services without express written authorization from Company.



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ВЫПОЛНЕНО 25 ИЮЛ 2013

10. Business partnership and Sales Representative shall indemnify and hold the Company harmless of and from any and all claims or liability arising as a result of negligent, intentional or other acts of Business partnership and Sales Representative.

11. Company shall indemnify and hold Business partnership and Sales Representative harmless of and from any and all liability attributable solely to the negligent, intentional or other acts of Company or its employees.

12. This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of All Commonwealth Countries, European Union Countries, USA Courts, CIS Countries, and Thailand Law or under Swiss Law in Zurich, in the event of dispute; the arbitration laws of states will apply. The Parties herein waive trial by jury and agree to submit to the personal jurisdiction and of a court of subject matter jurisdiction located in All Commonwealth Countries, European Union Countries, USA Courts, CIS Countries, and Thailand Law or under Swiss Law in Zurich, in the event of dispute; the arbitration laws of states will apply. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

13. This Agreement contains the entire agreement between the parties and any representation, promise or condition not incorporated herein shall be binding upon either party.

14. Territory Definition: Following Geographical Area in Asia.

IN WITNESS WHEREOF, the parties have here unto executed this Agreement on 25th July, 2013, to become effective as of 1st August, 2013

"COMPANY"

By: MR. IGOR PAVLOV, VICE PRESIDENT OF OJSC ROSNEFT NATURAL OIL AND GAS COMPANY WHOSE REGISTERED OFFICE IN 26/1, SOFYYSKAYA BMBANKMENT, 117997, MOSCOW, RUSSIAN FEDERATION.

Sign: 


Date: 25/07/13



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№ 001

Prizhvaletskaya Embankment 16/1, st. Moscow, 117997
Telephone: +7 495 345 18 70

выполнено 25 июля 2013

"BUSINESS PARTNERS/Sales Representative"

BY MR. K.V. LYOVICH THE PRESIDENT OF OOO "ORSK REFINERY" WHOSE REGISTERED
OFFICE 6/A, PROEZO STROITELNY BUILDING 4, 125363, MOSCOW RUSSIAN FEDERATION



Signature:

Date: 25-7-13

AND/OR

BY MR. KANTUSHEV VLADIMIR KONSTANTINOVICH THE MANAGING DIRECTOR OF OOO
"ORSK REFINERY" WHOSE REGISTERED OFFICE 6/A, PROEZO STROITELNY BUILDING 4,
125363, MOSCOW RUSSIAN FEDERATION



Signature:
Title:

Date: 25-7-13

BOARD OF DIRECTOR RESOLUTION

CERTIFIED COPY

OF A RESOLUTION DULY PASSED BY THE BOARD OF DIRECTORS OF OJSC ROSNEFT NATURAL OIL AND GAS COMPANY ON THE 22ND JULY 2013

AT A MEETING OF THE BOARD OF DIRECTORS OF OJSC ROSNEFT NATURAL OIL AND GAS COMPANY HELD ON THE 22ND JULY 2013:

AT THE OFFICE OF OJSC ROSNEFT NATURAL OIL AND GAS COMPANY IN 26/1, SORYSKAYA PRIDANKA BLDG. 117997, MOSCOW, RUSSIAN FEDERATION A QUORUM OF THE SAID WAS PRESENT AND ON MOTION THE FOLLOWING RESOLUTION WAS DULY PASSED BY SAID BOARD:

ROSSNEFT 07/13 - RESOLVING THAT THE BOARD OF OJSC ROSNEFT NATURAL OIL AND GAS COMPANY IN 26/1, SORYSKAYA PRIDANKA BLDG. 117997, MOSCOW, RUSSIAN FEDERATION HEREBY AUTHORIZES:



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**ОТКРЫТОЕ АКЦИОНЕРНОЕ ОБЩЕСТВО
НЕФТЯНАЯ КОМПАНИЯ РОСНЕФТЬ**

Исх. № 001

Почтовый адрес: Сокольники Наб., д. 26/1, г. Москва, 117997
Тел/Факс: + 7 495 545 18 73

ВЫПОЛНЕНО 25 ИЮН 2013

- 1.) OOO "ORSK REFINERY" REGISTERED ADDRESS AT 6/A, PROEzd STROITELNYI, BUILDING 4, 125363, MOSCOW RUSSIAN FEDERATION
TEL NO.: + 7 (985) 279 9486,
FAX NO.: + 7 (985) 279 9488
E-MAIL: ORSKREFINERY.ID@ID.RU


AS BUSINESS PARTNERSHIP AND/OR SALE REPRESENTATIVE IN OIL AND GAS BUSINESS TRANSACTION IN ASIA FOR AND ON BEHALF OF OJSC ROSNEFT NATURAL OIL AND GAS COMPANY REGISTERED OFFICE IN 26/1, SOFYISKAYA EMBANKMENT, 117997, MOSCOW, RUSSIAN FEDERATION.

ИБРВНТН HAS THE RIGHT TO NEGOTIATE WITH TO WHOM IT MAY CONCERN IN ACCORDANCE WITH THIS BUSINESS PARTNERSHIP BUSINESS PARTNERSHIP AND SALE REPRESENTATIVE AGREEMENT AND ISSUED FROM THE VICE PRESIDENT OF THE BOARD ON THIS DAY WITH THE FOLLOWING TEXT:

I FURTHER CERTIFY THAT SAID RESOLUTION HAS NOT BEEN AMENDED OR REVOKED AND IS STILL IN FULL FORCE AND EFFECT, IN WITNESS WHEREOF, I HAVE HBRUNTO SET MY HAND AS SUCH FINANCIAL DEPARTMENT AND LEGAL DEPARTMENT WITH NOTARY PUBLIC ENDORSED ON THIS 25TH JULY, 2013.

ALL E-MAIL OR FAX TRANSMISSIONS ARE LEGAL BINDING AND IN FULL FORCE AND EFFECT. HARD COPIES OF THIS BOARD RESOLUTION WILL BE SENT BY POST IF NEEDED.

AUTHORIZED SIGNATURE:


 M. I. KOZLOV
 FINANCIAL DEPARTMENT
 AND DIRECTOR GENERAL
 OJSC ROSNEFT NATURAL
 OIL AND GAS COMPANY
 RUSSIAN PASSPORT NO:
 51 11 731424

AUTHORIZED SIGNATURE:


 G. S. KALASHNIKOVA
 LEGAL DEPARTMENT
 AND DIRECTOR
 OJSC ROSNEFT NATURAL
 OIL AND GAS COMPANY
 RUSSIAN PASSPORT NO:
 33 16 104622



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Иск. № 002
Выполнено 25.07.2013

Полный адрес: Сабинский ДНО, № 26/1, г. Москва, 117927
Тел/Факс: +7 495 545 18 73

NOTARY PUBLIC

ON THIS DATE OF 25TH JULY 2013,

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC PERSONALLY APPEARED THE ABOVE INDIVIDUALS.

TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING THE AUTHORIZED, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC SIGNATURE
MR./MISS/MRS. SVETLANA NIKOLAYEVNA
AN ATTORNEY AT LAW, LICENSE № 0218US7741
DATE: 25TH JULY 2013,

END OF DOCUMENT