

Strategic Cooperation Memorandum

This strategic cooperation memorandum of understanding (MOU) is entered into in Moscow on October 27, 2016 between:

ANO “Far East Investment and Export Agency” (hereinafter referred to as the **FEIA**) on the one hand, and

CBI (Shanghai) Co Ltd (hereinafter referred to **ICIS**), on the other hand,

the above parties hereinafter collectively referred to as the **Parties** and each individually as a **Party**.

WHEREAS:

FEIA is a point of contact for investors in the vertically integrated governance system in the Far East Federal District of Russia under The Ministry for the Development of The Russian Far East, the system that ensures advanced, accelerated development of the Far East Federal District (Annex 1),

ICIS is a leading global provider of intelligence in the commodity markets, covering industry chains from petroleum, natural gas, chemical, coal chemical, and carbon emission to paper industries. **ICIS** is a business of Reed Business Information, which is a part of the RELX Group (Annex 2),

The Parties have now agreed as follows:

1. Strategic cooperation

With a view to articulate the Parties' intention to promote, support and contribute to advancing and accelerating development of the Far East Federal District of Russia generally and the Russian petrochemical industry in particular, **FEIA** and **ICIS** have agreed to build a basis for further strategic cooperation based on each party's knowledge of government policies, governance functions, market resources and global industry expertise.

2. Strategic cooperation planning

FEIA confirms **ICIS** as a strategic partner in providing global industry expertise especially in the market of the People's Republic of China; and parties' cooperation will generally cover the following three areas. Additional agreements will need to be mutually agreed and signed for any specific arrangements or obligations.

a) Sessions

As an authorized partner of **FEIA** in the People's Republic of China, **ICIS** may utilize its market resources and assist in organizing meetings with industry enterprises in the People's Republic of China for **FEIA**, other government authorities and industry enterprises from Russia involved in development of the Far East Federal District.



b) Consultancy

Based on the strategic plan developed by FEIA for development of energy and chemical industries in the Far East Federal District of Russia or specific consultancy demands from Russian industry enterprises recommended by FEIA, ICIS is able to provide the respective consultancy services.

c) Exchange of information

In order to achieve the goals set out in clause 1 of this MOU, the Parties will aim to provide each other with as full and open as possible access to scientific, technical and policy information including statistics and research and, where appropriate, information about new potential investment projects (including, marketing materials (presentations)). The Parties agree that these exchanges may be subject to restrictions and requirements, such as those relating to confidentiality and/or freedom of information, all of which shall be agreed prior to the relevant disclosure.

3. Confidentiality obligations

- a) This MOU and all discussions relating to it held between the Parties are strictly confidential and shall be kept confidential, except for the following cases: (i) when the disclosure is required by law or by governmental authority or a judicial authority; (ii) when disclosure is made to its or its affiliates' officers, directors, members of management and control bodies and consultants of the Parties (in the case of paragraph (ii), on condition that the recipients are subject to confidentiality obligation and that the disclosing Party is liable for breach of confidentiality obligation by such recipients).
- b) No public announcement or press release in connection with the subject matter of this MOU shall be made or issued by or on behalf of either Party without the prior written approval of all the other Parties mentioned in that public announcement or press release, except such as may be required by law or by any governmental authority.

4. Dispute resolution

In the event that a dispute between the Parties arises regarding any matters not provided herein or for any other reason in connection with this MOU, or any doubt arises with respect to the interpretation of this MOU, the Parties shall consult with each other and attempt to amicably settle the matter. If the Parties fail to agree, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The proceedings shall be in the English language and shall take place in London.

5. Governing law

This MOU shall be governed by and construed in accordance with the law of England and Wales, regardless of the laws that might otherwise apply under applicable principles of conflicts of law.



6. Notice

Any notice or other formal communication to be given under this MOU shall be in writing by registered mail, fax or email. It shall be served as follows:

FEIA

Contact person: Mikhail Slavkov
Telephone/fax: +7 (495) 540 4163
Address: 123317, Moscow, Presnenskaya embankment, 8, building 1,
Gorod Stolits, South tower.
Email: slavkov@investvostok.ru

ICIS

Contact person: Chris Zhang
Telephone/fax: +86 21 51550618 or +86 13671587677
Address: 4th floor, Tower C, 999 Jin Zhong Road,
Shanghai, China, 200335
Email: chriszhang@icis-china.com

7. Miscellaneous

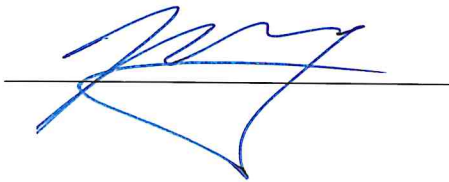
- a) This MOU reflects the Parties' intention to discuss and agree in good faith the terms and form of future cooperation. With the exception of the provisions of sections 3-7, the MOU shall not be legally binding document and does not impose any rights or obligations on the Parties.
- b) This MOU comprises of the main body of this MOU, Annex 1, Annex 2 and Annex 3. In the event of a conflict between the terms of each part of this MOU, the later listed document shall prevail. Each of the Parties agree to strictly abide by the terms set out in Annex 3.
- c) Each of the Parties shall bear their own costs arising out of or related to the negotiation and execution of this MOU.
- d) Any amendment to this MOU (or of any of the documents referred to in it) is valid only if it is in writing and signed by or on behalf of each Party.
- e) This MOU, as well as any rights and obligations under it, cannot be assigned or otherwise transferred by a Party without the prior approval in writing of all other Parties.
- f) This MOU shall be effective from the date of signature by all the Parties and shall remain in force for three years, but parties shall be entitled to terminate this MOU with immediate effect due to force majeure, or with seven days' prior notice due to business reasons.



- g) A Party shall have no liability to the other party under this MOU if it is prevented from or delayed in performing its obligations under this MOU or from carrying on its business for reasons of force majeure. "Force majeure" events include acts, events, omissions or accidents beyond a party's reasonable control, including strikes, lock-outs or other industrial disputes failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, changes to any governmental or supra-governmental law, order, rule, regulation, measures or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.
- h) This MOU is made in two counterparts in the English language, one counterpart for each Party. Each counterpart shall have the same effect.

Far East Investment and Export Agency

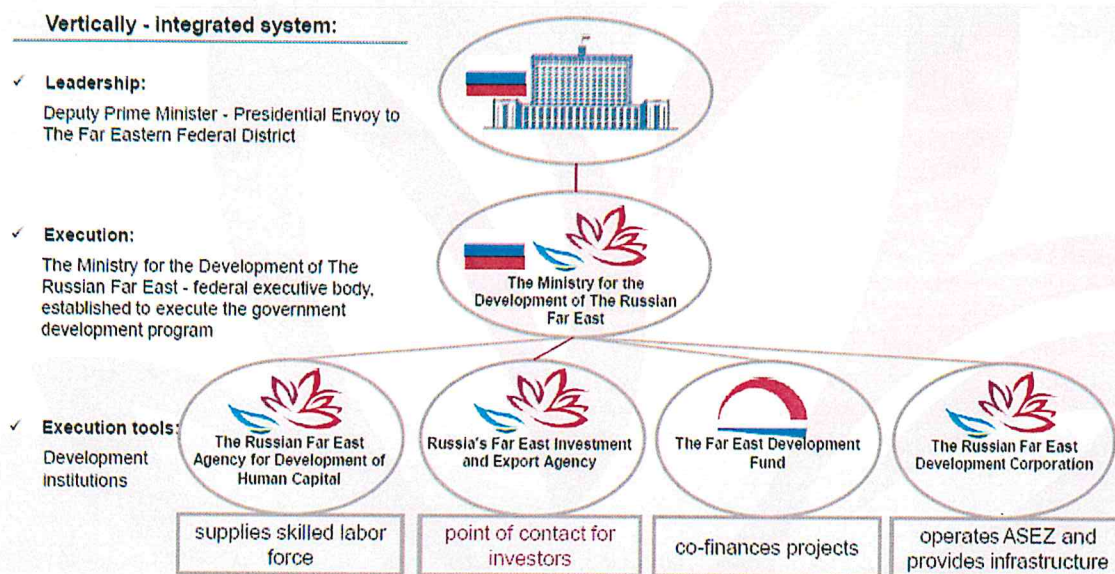
CBI (Shanghai) Co Ltd





Annex No 1

More about Far East Investment and Export Agency



FEIA is a point of contact for investors in the vertically integrated governance system in the Russian Far East, the system that ensures advanced, accelerated development of the district

FEIA is integrated into the system of state institutions for the development of The Russian Far Eastern Federal District in order to effectively support investors in business development in the district

 Russia's Far East Investment and Export Agency	The Russian Government	<ul style="list-style-type: none"> Feedback from investors Recommendations for investment climate improvement
	The Ministry for the Development of The Russian Far East	Responsible for the overall execution of The Russian Federation Government Program "Social - Economic development of The Russian Far East and Baikal Region" <ul style="list-style-type: none"> Strategic management through the supervisory board
	Regional and municipal governments	<ul style="list-style-type: none"> Cooperation in support of new projects in the district Support for FEIA's assistance for new project Info about site availability and investment projects Resolution of issues in government-sponsored infrastructure
	The Far East Development Fund	<ul style="list-style-type: none"> Exchange of information about new projects Marketing of new projects Financing of new projects
	The Russian Far East Development Corporation	<ul style="list-style-type: none"> Assistance for new project applications Assistance for project initiators in operational set-up Provision of government-sponsored infrastructure as part of Advanced Special Economic Zones benefits Marketing of sites for new projects
	The Russian Far East Agency for Development of Human Capital	<ul style="list-style-type: none"> Support requests for human resources supply Assistance in human resource needs Marketing of the district as a good place to live
	The Russian Export Center	<ul style="list-style-type: none"> Information support for projects with high export potential Assistance for project initiators in the early stage regarding idea formulation and marketing Export Support

Annex No 2

More about ICIS

ICIS is a leading global provider of intelligence in the commodity markets.

ICIS is a subsidiary under Reed Business Information, which is a part of the UK-based RELX Group. RELX Group is a world-leading provider of professional information solutions, listed as one of the Fortune 500 companies.



ICIS has a professional analysts team with over 25 years of industry experience and data accumulation globally. ICIS owns a massive networking comprising 100,000 enterprises in China for the past 15 years.

ICIS China

With an international outlook, ICIS China provides market information and consulting service covering 180+ commodities to clients in the China petrochemical, energy, fertilizer and paper industries.

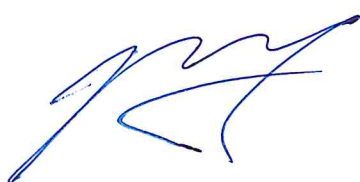
The industry chains cover: petroleum, natural gas, chemical, coal chemical, carbon emission and paper industries.

ICIS provides services to

1,600
feedstock
suppliers

2,400
traders

15,000
downstream
enterprises




Annex No 3

1. Each party represents and warrants to the other that neither it, nor anyone acting on its behalf, will violate any anti-bribery laws or international anti-bribery standards, regardless of their technical applicability to that party. Specifically, each Party agrees that it will not, directly or indirectly, pay, promise or offer to pay, or authorize the payment of any money or anything of value to: (a) an officer, employee, agent or representative of any government, including any department, agency or instrumentality of any government or any government-owned or government controlled entity or any person acting in an official capacity on behalf thereof; or (b) a candidate for political office, any political party or any official of a political party; or (c) any other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity described above; for the purpose of influencing any act or decision of such government official, political party, party official, or candidate in his or its official capacity, including a decision to do or omit to do any act in violation of the lawful duty of such person or entity, or inducing such person or entity to use his or its influence with the government or instrumentality thereof to affect or influence any act or decision, in order to assist either party in the transactions contemplated under this MOU.
2. Each party undertakes that no payment will be made to anyone for any reason on behalf of or for the benefit of either party which is not properly and accurately recorded in the books and records of the paying party, including amount, purpose and recipient, all of which will be maintained with supporting documentation.
3. Except for anything relating to intellectual property rights and confidential information, each party's total liability to the other (whether in contract, tort (including negligence) breach of statutory duty or otherwise) arising out of or in connection with the performance or contemplated performance of this MOU, with the exception of paragraph 1 of Annex 3, shall be limited USD 20,000.
4. This MOU does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business relationship with the other party. This MOU does not restrict the use by a party's employees and contractors of improved general knowledge, skills, and experience in the field of the other party's proprietary information is not a breach of this MOU.
5. A party does not acquire any intellectual property rights of the other party's under this MOU except for the limited rights necessary to use such intellectual property rights for the sole purpose of performing its obligations under this MOU.

