

**AGREEMENT  
FOR COOPERATION AND CONFIDENTIALITY  
BETWEEN  
TIBIEL EOOD AND BUL ENERGY RADIATION CONSULTANT FOR  
THE MANAGEMENT OF ACTIVITIES**

**PREAMBLE**

1. TIBIEL EOOD, Private company registered under the laws of Republic of Bulgaria with registration number № 106588084 in the Commercial register and register of NPLE, having seat and management address at: 1, Sv. Ivan Rilski SQ., 2300 Pernik, represented by Dimityr Jordanov Ivanov as first party

AND

2. Bul Energy Radiation Consultant, a company established and registered under the laws of United Arab Emirates, with Professional License No. 967160, having seat and management address at Office No. 901, Mustafa Sami Mustafa Ammour - Business Bay, P.O.Box 29904, Dubai, United Arab Emirates as second party,

Whereas:

**First party** is a leading company in Bulgaria in the field of the supply of liquid fuels and services related to the sale of natural gas which has also entered European markets and platforms.

**Second party** is an entity specified in energy sector consultancy with a representative management with over 20 years of heritage in the various cycles of development, structuring and consulting of profitable companies and businesses and

A/ Guided by their common willingness to effectively implement the principles of creation and development of new sustainable businesses and potential subsequent financing successful implementation of new business ideas;

B/ Guided by the intention for mutual cooperation, aimed at increasing the market creating added value for the companies in which it invests, including by offering management training, networking aimed at creating new businesses and potential follow-up financing, mentoring by experienced professionals from all fields of the economy, strategic mentoring.

hereinafter referred to individually as "the Party" and jointly as "the Parties", this



Agreement was agreed as follows:

## I. SUBJECT OF THE AGREEMENT

1. The Parties reached a general agreement on cooperation in program for projects and other capital demands of local companies with high potential;
2. TIBIEL EOOD and BUL ENERGY RADIATION CONSULTANT shall carry out the following activities in cooperation:
  - i. Building a strategy on the possibility of expanding into the United Arab emirates and the countries in the region market.
  - ii. Conducting research and preliminary discussions with managers of local companies with high potential.
  - iii. Investments in Commercial Projects, Commercial Enterprises and management;
  - iv. Provision of counterparties for the conclusion of a transaction on the sale and delivery of natural gas under the terms of this contract, including leading of negotiations, holding meetings, conducting conversations, assistance for the preparation of documents as far as possible with a view to achieving agreement and other documents necessary for the execution of the contract.

## II. TERMS AND CONDITIONS OF COOPERATION

1. TIBIEL EOOD is a company registered in Bulgaria and has been operating for fourteen years, establishing its name in the delivery and supply of coal, natural gas and other energy resources for Bulgarian companies.
2. BUL ENERGY RADIATION CONSULTANT will provide the following activities:
  - Preparation of a report based on a comprehensive survey of the existing infrastructure for possible further use and storage, routes, ways and points of connection to the network, planning and implementation of all necessary expertise; presentation of an opportunity to participate in tenders.
  - consultations regarding provision of counterparties for the conclusion of transactions on the sale and delivery of natural gas, under the terms of this contract, including leading of negotiations, holding meetings, holding conversations, assistance for the preparation of documents as far as possible with a view to achieving agreement and other documents necessary for the execution of the contract.
  - providing oral or written opinions on specific issues, cases, contracts, actions, etc. regarding natural gas transactions;
  - participation in work meetings or negotiations at the request of the Client or when the nature of problems solved for the Client require their implementation;



- providing assistance, counseling and protection during inspections and conducting procedures;
- assistance in preparing or completing documents;
- any other assistance not specified above needed or requested by the Client or consultation related to the timely exercise of the Client's rights and the exact performance of his duties under current legislation and procedures.
- Final implementation and monitoring of the approval procedure in accordance with the legislation;
- Construction and commissioning of new sites;
- commercial and technical management;
- Brokerage for sales for United Arab emirates and the countries in the region.

### III. RIGHTS AND OBLIGATION OF THE PARTIES

#### 1. The first party has the right:

- to receive written or oral consultations and a developed strategy on the subject of this agreement.
- to submit in writing to the Second party a list of the issues that he believes should be examined in detail, summarized and proposed opinions, to set deadlines for this and to request their compliance.
- has the right to receive all the documentation prepared by the Second party on the subject of the agreement.
- to receive the consultations and opinions in reasonable terms, but not later than 60 days from the assignment of the consultation.

#### 2. The Second party undertakes:

- to advise the first party on the assigned subject qualitatively, by preparing an in-depth analysis and on time;
- to assist the first party, upon express request, in making a decision regarding the most correct strategy to be assigned;
- to hand over to the first party all the documentation that the Second party has developed, including specific parameters and relevant decisions, as well as all subsequent documents and papers.

3 BUL ENERGY RADIATION CONSULTANT shall conduct a studies of Program for projects and other capital demands of local companies with high potential in United Arab emirates and the countries in the region.

4. The parties may settle and specify additional conditions with individual contracts in all cases where this is necessary in view of the specifics of each project.

### IV. REWARD

1. For the implementation of the subject of this agreement, the First party undertakes to finance a preliminary study and report in advance by assuming the costs rated as 30 000 /thirty thousand/ euros, payable within



10 /ten/ days after signing this agreement.

2. For the service provided under subsequent consultation and mediation for execution of projects under this Agreement, the First party owes a fixed fee in the net amount of 10 000 /ten thousand/ euros plus VAT (if applicable) for a period of 6 months.

3. In the event that the Second party makes an investment or participates in a project established through the mediation and informed services of the First party, the Second party undertakes to pay the First party an additional commission in the amount of not less than 1.00% of the value of the project plus VAT (if any such). The commission agreed to an additional agreement and change by the parties.

1.4 Payments are made by bank transfer after the service has been performed and the original invoice has been received from the Second party.

1.5. Any payments to be made under this Agreement by the First to the Second party, including payments for remuneration and any type of expenses, shall be made to the following bank account:

Account holder: Bul Energy Radiation Consultant  
Bank: Emirates NBD  
IBAN: AE100260001025790918303  
BIC: EBILAEAD

## V. VALIDITY

1. This Agreement shall be valid for 3 (three) years and shall become effective when signed by both Parties.

## VI. CONFIDENTIALITY

The Parties shall mutually disclose and receive from each other certain confidential information ("Information") related to the Program for projects and other capital demands of local companies with high potential in United Arab Emirates and the countries in the region.

"Information" shall include, but is not limited to any and all studies, analyses, proposals, projects, letters of intent, correspondence (both in written and electronic form), minutes of meetings, presentations, business plans, prices, tariffs, costs, data, drawings and any other information of a technical, business or any other nature, in whole or in part, in any form, whether written or oral, and information obtained from any medium, as well as Information that may be presumed to be confidential, regardless of whether or not the Disclosing Party has expressly identified it as such.

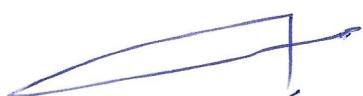
Taking into account this disclosure of Information:



1. Each party undertakes to the other:
  - 1.1. To keep the Information as strictly confidential, taking due care;
  - 1.2. Not to use, copy or record/keep the Information for any purpose other than the Purpose stated in this Agreement;
  - 1.3. Not to perform any actions that could endanger the confidentiality / confidential nature of the Information;
  - 1.4. Not to disclose, directly or indirectly, and not to allow the disclosure of the Information to third parties;
  - 1.5. To restrict the access to the Information to those of its employees, representatives, agents, managers, professional consultants and/or affiliates (persons who control, are controlled by or are under the control of each other or a common third party), who reasonably and where appropriate need the Information for the implementation of the Purpose of this Agreement, ensuring that each of these employees, representatives, agents, managers, professional consultants and/or affiliates shall comply with the obligations under this Agreement;
  - 1.6. Not to make any statements in the press, as well as not to allow any other publicity about the relations between the Parties without the prior written consent of the other Party and
2. The obligations set out in Section IV shall not apply to any Information for which the following conditions apply, without prejudice to this Agreement:
  - 2.1 The Party has received and possesses the Information lawfully before or at the time of its disclosure;
  - 2.2 The disclosed Information is in the public domain;
  - 2.3 The Party has received the Information lawfully from third parties who had the right to disclose it;
  - 2.4 The Party was obliged to disclose the Information by law or subordinate legislation, order of a state body, stock exchange or competition protection authority or similar body; or
  - 2.5 The Party has developed the disclosed information in an independent and lawful manner, without the use of the Information.
3. This Agreement shall enter into force on the date of its signing and shall continue in force for an indefinite period after the date of its termination.
4. Each Party, upon the termination of this Agreement or at any time of its validity, when receiving a written request, shall be required to return all the Information received to the other Party.

## VII. SUPPLEMENTARY PROVISIONS

1. Nothing in this Agreement may be construed to restrict the Parties from achieving higher results than those set forth in this Agreement and arising from EU legislation and/or United Arab Emirates legislation.

A handwritten signature in blue ink, appearing to be a stylized 'J' or a similar character, is located in the bottom right corner of the page.

## VIII. AMENDMENTS AND SUPPLEMENTS TO THE MEMORANDUM. TERMINATION

1. The terms and conditions of this Agreement may be amended and supplemented by mutual consent of the Parties expressed in writing.
2. This Agreement may be terminated:
  - 2.1. upon the expiry of the period for which it is concluded;
  - 2.2. upon the termination of the existence of either of the two companies;
  - 2.3. in case of revocation of the relevant license or authorization for operations in this matter of TIBIEL EOOD or BUL ENERGY RADIATION CONSULTANT;
  - 2.4. unilaterally, by 60-day written notice from one Party to the other;
  - 2.5. by mutual agreement of the Parties.
3. Clauses relating to terms of procurement of business as stipulated in article II.7, as well as any economic interests of the parties that have been formed within the validity of this Agreement shall survive the termination of this Agreement until their resolution, regardless of the termination of this Agreement due to natural expiry or enforced reasons.
4. Clauses relating to Confidentiality shall remain active for the full term of this Agreement's validity, regardless of its termination due to natural or enforced clauses.
4. The parties to this Agreement shall resolve any disputes and misunderstandings in a spirit of goodwill and cooperation through negotiations, and where this is not possible, the disputed issues shall be referred to the competent London court. The legislation governing this Agreement between the Parties and the possible disputes arisen shall be subject to the laws of England and Wales.

This Agreement was prepared in two identical copies one for each of the Parties and is signed on 17/11/2022.

For TIBIEL EOOD:



For Bul Energy Radiation Consultant:

