**COOPERATION AGREEMENT No. \_\_\_\_\_\_**

Minsk, Belarus

THIS COOPERATION AGREEMENT is made on: April 1,2016

BETWEEN:

1. **ADANI** (Minsk, Republic of Belarus), hereinafter referred to as the **ADANI**, represented by General Director & CEO Vladimir Linev, acting under the basis of Statute,

**EIMASS** (Abu Dhabi, United Arab Emirates), hereinafter referred to as the **EIMASS**, represented by Richard Mikhael, CEO, acting under the basis of Statute,on the one hand, and

(both hereinafter referred to as the Parties)

IT IS AGREED:

Article 1

THE SUBJECT OF THE AGREEMENT

1.1. ADANI has been internationally recognized as the industry's true pioneer in proprietary state-of-the-art transmission X-ray technology. ADANI is an international company specializing in high-quality low-dose security equipment for people X-ray screening, parcel, baggage, cargo and vehicle X-ray inspection. ADANI is a highly innovative industrial enterprise where innovations and technologies are converted into unique technical solutions and world-class products within the full manufacturing cycle from ideas to customer-focused solutions..

* 1. EIMASS is already the supplier of the Ministry of Interior of the United Arab Emirates for the ePorts and all the biometric systems (IRIS and Fingerprint) as well as Speed Radars and Red Light enforcement. EiMASS is also the supplier of the Emirates Identity Project since 2003.

1.3 The Parties desire to work cooperatively, but independently, to prepare , deliver and present the “Vehicle Scanner with X-ray generator” (hereinafter referred to as “Product”), to UAE Ministry of Interior The purpose of this activity is to perform a Pilot testing usage of the Product at the place of UAE Ministry of Interior in order to obtain an exclusive right for its purchase in UAE.

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Article 3

RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. **Obligations of EIMASS**:

3.1.1.

demonstration and

3.1.2 to organize the demonstration of the Product to Potential Customers(s), Product’s features and performance, including usage tests that do not affect the quality and condition of the Product

3.1.3. to prepare the place/facility for installation of the Product in accordance with the requirements submitted by ADANI and ensure readiness of the place/facility before arrival of the Product.

3.1.4. to draw at its own expense the necessary permitting documents for temporary import of the Product to the United Arab Emirates as well as the necessary permitting documents for return of the Product from the United Arab Emirates back and to ensure the return of the Product after the Presentation;

3.1.5. to draw at its own expense all the necessary permitting documents for installation and operation of the Product on the territory of the United Arab Emirates;

3.1.7. to provide it’s specialists for training in rules of operation, maintenance and trouble shooting of the Product (the training duration is not more than 5(Five) days, maximum quantity of EIMASS specialists for training – 5 (Five) persons).After the training has passed successfully the Parties shall draw up a Knowledge Assessment Protocol.

3.1.8. to provide ADANI’s specialists with logistical arrangements ((i) visa support (ii) meeting at the airport of Abu Dhabi upon their arrival;

(iii) provide accommodation during their stay in the United Arab Emirates (iv)arrange and provide daily arrival from the place of accommodation to the places of Presentation and back; (v)ensure access to the places of Presentation)

3.2. **Obligations of ADANI**:

3.2.1. to provide EIMASS with all the necessary requirements to the place/facility of installation of the Product (necessary area for installation and its surface, safety zones, electricity supply, operator workstation requirements, storage conditions, etc.) within 3 (Three) working days after the present Agreement has been signed;

3.2.2. to consider the “Project objectives” prepared by EIMASS in accordance with clause 3.1.1 and agree on it or amend within 3 (Three) working days after being received by ADANI;

3.2.3. to develop “Technical Specification of the Product” and consider it with EIMASS within 7 (Seven) working days after the “Project objectives” has been received by ADANI;

3.2.4. to manufacture, pack and ship the Product to EIMASS in accordance with conditions of separate Agreement for temporary Use of X-Ray Security Screening Equipment;

3.2.5. to draw up the necessary permitting documents at its own expense for the temporary export of the Goods from the Republic of Belarus for the presentation and for import of the Goods back to the Republic of Belarus after the presentation;

3.2.6. to delegate its specialists (2 – 3 persons) to the United Arab Emirates for the following purposes:

- install, adjust and make commissioning of the Product at the place of Presentation determined by EIMASS;

- train EIMASS specialists in rules of operation, maintenance and trouble shooting of the Product (the training duration is not more than 5(Five) days, maximum quantity of EIMASS specialists for training – 5 (Five) persons).

The quantity of ADANI specialists may be changed upon agreement of the Parties;

3.2.7.  to provide EIMASS with the required detailed information about members of the delegation, not later than 14 days before arrival of the ADANI representatives to the United Arab Emirates for carrying out the Presentation,

3.2.8. to inspect EIMASS’ report and approve it or notify EIMASS about ADANI objections to the report within 30 days from the date of its receipt.

3.2.9 to organize studies for EIMASS’ engineers at EIMASS’ costs and issue Knowledge Assessment Protocol

3.3 **Cooperative Obligations of Parties:**

3.3.1 Parties shall create and approve a Report on Test Usage of the Product after completion of the Presentation.

3.3.2 The Parties may provide each other with appropriate marketing collateral and other promotional materials for distribution to their respective sales teams and Sales Targets. The parties may mutually agree to create joint promotional material in connection with their activities under this Agreement.

3.3.3 Neither party will release any publicity or marketing documents or information concerning this Agreement without the other’s written consent. In no case shall either party refer to the other as an “alliance” or “partner”. While this Agreement is in effect, either party may include the other party’s name in a list of entities with which it has entered into co-marketing agreements without such other party’s prior written approval.

3.3.4 Within the limits of the law the Parties may agree to coordinate activities at appropriate industry exhibitions and conferences.

Article 4

COOPERATION FEES AND EXPENSES

4.1. Unless otherwise agreed by the Parties in writing, each party will be responsible for the costs and expenses incurred by it in connection with this Agreement. Any party shall make no any payments to each other in the frames of the present Agreement.

Article 5

RESPONSIBILITIES OF THE PARTIES

5.1. The Parties shall be held responsible for non-fulfillment or improper fulfillment of the provisions of this Agreement in accordance with the applicable laws.

5.2. ADANI shall not be held responsible for any harm or damage to people or property due to improper use or incorrect maintenance of the supplied Product.

5.3. Each party represents and warrants to the other that it has all requisite power and authority to enter into this Agreement and to perform its obligations.

5.4. Nothing in this Agreement gives any party the right to use the trademarks or trade names, or any intellectual property of the other party without prior written consent of the other party.

Article 6

FORCE MAJEURE

6.1. The Parties shall not be held responsible for partial or complete failure to perform their obligations under the Agreement, if this failure resulted from Force Majeure.

6.2. Force Majeure implies any circumstance that is beyond the control of the affected party including fire, flood, earthquake, military operations, decrees or resolutions of government authorities, if these circumstances directly affected execution of the Agreement.

6.3. The Party, which fails to perform its obligations under this Agreement, shall within ten days notify the other Party of the advent or cessation of the aforesaid circumstances.

6.4. Certificates issued by the Chamber of Commerce of the Principal’s or the Distributor's country shall be considered as confirmation of the existence and duration of the aforesaid circumstances.

6.5. Failure to notify or late notification shall relieve the Party from the right to quote the aforesaid circumstances as the reason to be relieved from responsibility for the performance of obligations under this Agreement.

6.6. If such circumstances last more than 3 months, each of the Parties shall be entitled to cancel this Agreement, and none of the Parties shall be entitled to claim from the other one any compensation of losses.

Article 7

TERM, CHANGES AND TERMINATION

7.1. The Agreement shall enter into force upon signature by both Parties and is valid until the Parties fulfill their obligations.

7.2. All changes and additions to the Agreement are valid if made in writing and signed by both Parties.

7.3. The term of this Agreement will continue unless either party terminates the Agreement as provided herein. Either party may terminate this Agreement at any time (a) in the event of a material breach by the other party that has not been cured within fifteen (15) days written notice or (b) for a justified reason on thirty (30) days written notice.

Article 8

ARBITRATION

8.1. This Agreement, including its validity, construction, interpretation and performance shall be governed by English Law without reference to its conflict of laws provisions.

8.2. The Parties will make all the efforts to settle any disputes, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof by negotiations aiming at consent. In case consent cannot be reached any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be 3.

8.3. The place of arbitration shall be London, United Kingdom. The language to be used in the proceedings of arbitration shall be English. The arbitration awards shall be final and binding upon both Parties.

8.4. During the course of any arbitration, the parties shall continue to fulfil their obligations under the present Agreement.

Article 9

Article 9

FINAL PROVISIONS

9.1. This Agreement is compiled in English and in Russian language, a copy is held by each Party. In the case of different understanding of Russian and English versions of the Agreement the English text has the unconditional priority.

9.2. Fax and e-mail copies of this Agreement and the attached documents shall be accepted as valid by the Parties.

9.3. Any notice or other information required or authorized by this Agreement to be submitted by either Party to the other one may be given by hand or sent (by post, e-mail or fax) to the address mentioned in the Agreement.

9.4. This Agreement constitutes and states all contractual terms and understanding of the parties regarding all mentioned in the Agreement issues. All previous discussions and correspondence concerning provisions of this Agreement as well as promises and conception of the Parties become invalid and are replaced by the text of this Agreement except Non-Disclosure Agreement entered into between the parties.

9.5. Neither party shall be obligated to enter into any agreement with any other party, but the parties will negotiate in good faith with Sales Targets and will not act in a manner intended to interfere with the cooperative purposes of this Agreement. The Parties will negotiate in good faith to enter into separate reseller and/or referral fee agreements.

9.6. This Agreement shall not create an agency, partnership, joint venture, or any other form of legal association, and neither party may represent itself as an agent, partner, or joint venture of the other or otherwise incur any obligation or liability on behalf of the other party. Neither party may resell, quote prices or fees, or otherwise negotiate business terms for the other party’s products or services unless otherwise agreed to in a separate written agreement between the Parties.

9.7. During the term of this Agreement and for one (1) year after termination, neither party will employ or solicit for hire as an employee, consultant or otherwise any of the other party's professional personnel who have had direct involvement with the activities under this Agreement, without the other party's express written consent, provided, however, that neither party will be precluded from hiring any employee of the other party who responds to any public notice or advertisement of an employment opportunity or who terminated his/her employment with the other party at least six months previously, provided that the hiring party did not solicit the termination.

**10. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES**

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| **ADANI**  7, Selitsky str., Minsk, 220075, Republic of Belarus  Phone: + 375 17 346 29 03, fax: + 375 17 346 29 02  TRN 100054851 OKPO 14527917  Bank details:  Account N 3012006203734  Belinvestbank JSC, Minsk, Republic of Belarus  SWIFT BLBB BY 2X  USD-correspondent of Belinvestbank JSC:  Deutsche Bank Trust Company Americas, (BKTRUS33)  c/a 04-098-340 | **EIMASS**:  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
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A **Non-Exclusive Licence** grants to the licensee the right to use the intellectual property, but means that the licensor remains free to exploit the same intellectual property and to allow any number of other licensees to also exploit the same intellectual property.

3.1.15. In no event EIMASS, its employees, partners, third parties shall have the right:

- to break seals and carry out any works and/or adjustments on their own without prior agreement with ADANI (it is strictly prohibited to EIMASS to uncover, modify, copy the Product or its parts without prior written authorization of ADANI and in absence of ADANI’s representatives).

- to transfer to the third parties the information regarding the construction and design and operating principles of the Product, except for the information stipulated in the operations manual.