

AGENCY CONTRACT No HZ-2HA/001/010

entered into on 5.02.2010 in Warsaw by and between:

(hereinafter: the **CONTRACT**)

Bumar sp. z o.o., with its seat at Al. Jana Pawła II, Nr. 11, 00-828 Warsaw, entered to the Entrepreneurs Register maintained by the District Court in Warsaw, XII Commercial Division for the National Court Register under number KRS 27151, share capital: PLN 1.078.682.500,00; NIP number: PL527-010-45-39, (hereinafter referred to as "**BUMAR**"), represented by:

1. Mr Cezary Szczepański, Board Vice President
2. Mr Dariusz Dębowczyk – Board Vice President

and

Rosevar Holdings Limited, with its seat at 2-4 Arch. Mkariou III Ave., Capital Center, 7th floor, office 703, P. C. 1065 Nicosia, Cyprus, entered to the register of the Ministry of Commerce, Industry and Tourism, maintained by Department of Registrar of Companies under No HE 255812, (hereinafter referred to as "**AGENT**"), represented by: Mr Pierre Konrad Dadak, citizen of the French Republic, French passport number 05TT62213, on the basis of the letter of attorney dated November 10, 2009 (attached: notarised copies of the passport and of the current excerpt from the register of companies – bearing an Apostille clause)

(hereinafter referred to as the "**PARTIES**")

The Parties agreed as follows:

DEFINITIONS:

PRODUCTS: goods or services marketed by BUMAR,

SERVICES: Agent's activities for the benefit and in the interest of BUMAR in order to cause that BUMAR enter into Commercial Contracts or to support BUMAR in proper performance or clearance of Commercial Contracts, in particular, through:

- a) legal commercial, economical, technological, technical consulting for the benefit of BUMAR with respect to sale of the Products to the Customer or in the Territory,
- b) informing BUMAR on preferences of the Customers, size of demand, businesses competitive to the Products with respect to the Customer and / or Territory,
- c) arranging business meetings for BUMAR,

- d) supporting BUMAR in preparing for negotiations or taking part in negotiations,
- e) supporting BUMAR in preparing BUMAR's proposal for the Products,
- f) assistance to / care of personnel of BUMAR during BUMAR's business visits in the scope covered by the Services,
- g) marketing the Products,
- h) disseminating good opinion of BUMAR and the Products,
- i) supporting BUMAR in performance (including logistics facilities) or clearance of a Commercial Contract as well as programs accompanying a Commercial Contract, if any, what applies also to any other business projects of BUMAR in the scope agreed by the Parties.

AREA OF OPERATIONS: territory of the country or the Customer as laid down in the LAA or the Annex,

PROJECT: scope of operations, laid down in the LAA and in the Annex, that determines the Area of Operations and Product(s),

CUSTOMER: an entity, with which BUMAR:

- a) intends to enter into a Commercial Contract with respect to the Products,
- or
- b) has entered into a Commercial Contract with respect to the Products as a direct result of the Agent's Services,

COMMERCIAL CONTRACT: a contract with respect to the Products that BUMAR:

- a) intends to enter into with the Customer,
- or
- b) has entered into with the Customer.

ANNEX: a written annex to the Contract, being its integral part, where the Parties specify the Project and detailed terms of cooperation concerning the Project on a case-by-case basis,

LAA: a written representation by BUMAR authorising the Agent to act in front of third parties in the capacity of BUMAR's commercial agent for the purposes of the Project (Letter of Agency Appointment), provided that the LAA forms an integral part of the Contract.

PERIODICAL REPORT: a written report, where the Agent describes the current progress of the Project,

FINAL REPORT: a written report, where the Agent summarises the Services that have directly allowed BUMAR to enter into a Commercial Contract in the course of the Project, a specimen of Final Report constitutes Annex no 3.

COMMISSION: remuneration for the Services calculated as percentage of the net value of the Commercial Contract (i.e., the value without customs duties, taxes, transportation costs, insurance or other costs) and laid down exclusively in the Annex on a case-by-case basis.



CONTRACTUAL MONIES: remuneration due to BUMAR from the Customer under the Commercial Contract, payable to BUMAR on a one-off basis or in instalments.

CONFIDENTIAL INFORMATION: commercial, financial, organisation, technical, technological data and know-how concerning the other Party, including about the Contract, disclosed in any form and on any carrier whatsoever, marked in the way set forth in the Confidentiality Agreement.

CONFIDENTIALITY AGREEMENT: a written agreement entered into by the Parties governing protection and disclosure of Confidential Information.

§1

1. BUMAR orders and the Agent accepts to perform the Services, within the business objectives of its company, in a permanent and effective way, against payment, in connection with BUMAR's entering into Commercial Contracts, and to fulfil other obligations, under the terms & conditions laid down in the Contract.
2. The Contract shall not furnish the basis to grant to the Agent any kind of exclusivity concerning any Products or Areas of Operation.
3. In the Contract, the Parties agree on framework conditions of Parties' cooperation.
4. Terms of the Contract shall apply appropriately to the provisions of each LAA and Annex.

§2

1. Agent's obligations:

- a) furnishing the Services for the benefit and in the interest of BUMAR under the terms and conditions laid down in the Contract.
- b) performing the Contract with due diligence,
- c) remaining loyal to BUMAR, in particular, by refraining from any actions that may hamper legal / business interests of BUMAR and BUMAR's goodwill,
- d) immediately and in agreement with BUMAR, counteracting any violation of legal / business interests of BUMAR, if needed,
- e) protecting Confidential Information,
- f) immediately conveying to BUMAR any information that may be significant for proper performance of the Contract,
- g) adhering to BUMAR's instructions with respect to the Contract,



- h) informing BUMAR in a current and reliable manner on progress of the Projects by delivering Periodical Reports to BUMAR at each and every request of BUMAR, as well as other information at each and every request of BUMAR,
 - i) delivering Final Reports to BUMAR immediately after BUMAR has entered into a Commercial Contract as a direct result of the Agent's Services.
2. The Agent has no right to assume any liabilities or accept or make any payments / other benefits in the name and for the benefit of BUMAR.
 3. The Agent shall refrain from any actions (including cooperation with competitive entities) competitive to BUMAR in the area of the Products and Areas – during the term hereof.
 4. The Agent may not assign its rights and obligations arising under the Contract to a third party without prior written consent of BUMAR.
 5. The Agent shall be liable for action or omission of persons it engages to perform the obligation as for its own action or omission.
 6. The Agent shall be authorised to use the BUMAR's logo on business cards on condition that:
 - a) the Agent uses the same solely for the purpose of proper performance of the Contract,
 - b) the Agent uses the same solely in conformity with the Contract,
 - c) the Agent uses the same solely during the term of the Contract,
 - d) A specimen of the business card with the BUMAR's logo shall be approved beforehand by BUMAR.
 7. The Agent shall be authorised to use an e-mail address with extension "bumar-africa.com" on condition that:
 - a) the Agent uses the same solely for the purpose of proper performance of the Contract,
 - b) the Agent uses the same solely in conformity with the Contract,
 - c) the Agent uses the same solely during the term of the Contract,
 - d) A specimen of the e-mail address with extension "bumar-africa.com" shall be approved beforehand by BUMAR.

§ 3

The Final Report shall bind the Parties on condition that it is received in writing by BUMAR.



§ 4

BUMAR's obligations:

- a) paying the Commission to the Agent pursuant to the Contract,
- b) remaining loyal to the Agent,
- c) protecting Confidential Information,
- d) delivering to the Agent documents or information required for proper performance of the Services,
- e) immediately notifying the Agent in writing on the fact that a Commercial Contract has not been entered into by BUMAR,
- f) immediately notifying the Agent in writing on the fact that the BUMAR's bank account has been credited with Contractual Monies, including:
 - ratio between the amount of the Contractual Monies paid to BUMAR and the entire Contractual Monies resulting from the Commercial Contract,
 - the amount due to the Agent on account of the Commission in order for the Agent to issue a correct invoice.

§ 5

1. The Agent shall be entitled to the Commission:
 - a) solely in case when BUMAR has entered into a Commercial Contract during the term of the present Contract as a direct result of the Agent's Services furnished during the term of the present Contract,
 - and
 - b) on condition that BUMAR has received the Final Report,
 - and
 - c) after the BUMAR's bank account has been credited with the Contractual Monies, pro rata to the received amount.
2. The entitlement to the Commission shall arise solely to the extent and on the conditions laid down in point (1).
3. The claim for payment of the Commission shall be pro rata to the amount, with which the BUMAR's bank account has been credited against the Contractual Monies.

4. Claim for payment of the Commission shall become mature after 21 days of the receipt by BUMAR of the invoice issued by the Agent based on the notification mentioned in § 4(f) of the Contract and conforming to the conditions mentioned in point (5).
5. The invoice shall quote the present Contract, the Annex, and in particular, the Project under which the Services have been furnished.
6. The Commission shall be paid by bank transfer to the bank account provided by the Agent on the invoice.
7. The Commission shall be the exclusive lump-sum remuneration due to the Agent for the Services under the Project.
8. The Agent shall have no claims for reimbursement of any costs incurred in connection with performance of the Services, unless the Parties have agreed otherwise in the Annex.

§ 6

1. The present Contract was entered into for an indefinite period of time.
2. The Contract may be terminated by either of the Parties on a notice effective as of the end of a calendar month.
3. The Parties agree on the following periods of notice:
 - a) 1 month in advance in the first year of the Contract's term,
 - b) 2 months in advance in the second year of the Contract's term,
 - c) 3 months in advance in the third and subsequent years of the Contract's term.
4. The period of notice shall start upon the service of a written notice of termination of the present Contract to the other Party.
5. Bumar may terminate this Contract with immediate effect if:
 - a) extraordinary circumstances occur,or
 - b) the Agent commits a gross breach of the essential terms of the Contract, in particular: disloyalty to BUMAR, activities competitive to BUMAR in breach of the Contract, compromise of protection of Confidential Information, loss of BUMAR's trust, lack of Agent's effective activities in the Project, failure to deliver Periodical Reports or Final Reports to BUMAR as stipulated herein.

6. Termination of the present Contract with immediate effect shall be effective on the day of service on the other Party of the notice of termination of the Contract.
7. Termination of the present Contract shall not release the Agent from the duty to compensate damages suffered by BUMAR as a result of improper performance or lacking performance of the present Contract.

§ 7

1. The Agent agrees to inform BUMAR immediately on changes to its legal status.
2. The Agent represents that this Contract does not violate law of the country of its seat.
3. The Agent shall inform BUMAR immediately, if performance of the Contract may lead to violation or actually violates laws of the country, to whose territory the Services relate.

§ 8

1. The Contract is governed by Swiss substantial law.
2. The Parties shall strive to resolve amicably all and any disputes that may arise in connection with the Contract. If the Parties fail to reach amicable settlement, such disputes shall be referred to the Court of Arbitration of the Zurich Chamber of Commerce in Switzerland.
3. The arbitration proceedings shall be subject to the Swiss Rules of International Arbitration applicable as of the day of lodging the law-suit.
4. Members of the bench of the Court of Arbitration shall be determined pursuant to the said Rules.
5. The language of the arbitration proceedings shall be English.
6. Award of the Court of Arbitration or settlements made before it shall bind both parties to the arbitration proceedings.
7. Arbitration shall be conducted in conformity with the Confidentiality Agreement.

§ 9

1. The Parties indicate the following addresses for service of formal notices on termination of the Contract:
BUMAR:
Bumar sp. z o.o., al. Jana Pawła II nr 11, 00-828 Warszawa, Polska

AGENT:

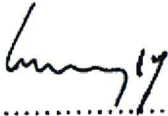
Rosevar Holdings Limited, 2-4 Arch. Mkariou III Ave., Capital Center, 7th floor, office 703, P. C. 1065 Nicosia, Cyprus.

2. In case the address for service mentioned in point (1) has changed, the Party shall notify the other Party in writing accordingly. Such written notification lacking, the Parties agree that correspondence delivered to the address mentioned in point (1) shall be validly served.

Each signatory to this Contract represents that he or she is duly authorised by the Party he or she represents.

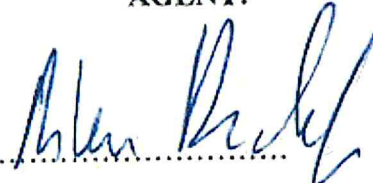
3. The Contract was executed the English language in 2 (two) identical counterparts, one for each Party.
4. All amendments to this Contract shall be made in writing or otherwise be null and void.
5. The Contract becomes effective on the date of last signature.

BUMAR:

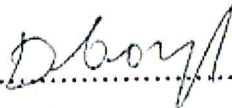


.....
Cezary Szczepański
Board Vice President

AGENT:



.....
Pierre Konrad Dadak



.....
Dariusz Dębowski
Board Vice President



CONFIDENTIALITY AGREEMENT

entered into on 8.01.2010.....in Warsaw by and between:

(hereinafter: **the AGREEMENT**)

Bumar sp. z o.o., with its seat at Al. Jana Pawła II, Nr. 11, 00-828 Warsaw, entered to the Entrepreneurs Register maintained by the District Court in Warsaw, XII Commercial Division for the National Court Register under number KRS 27151, share capital: PLN 820,585,000.00, NIP number: PL527-010-45-39, (hereinafter referred to as "**BUMAR**"), represented by:

1. Mr Cezary Szczepański, Board Vice President
2. Mr Dariusz Dębowczyk, Board Vice President

and

Rosevar Holdings Limited, with its seat at 2-4 Arch. Mkariou III Ave., Capital Center, 7th floor, office 703, P. C. 1065 Nicosia, Cyprus, entered to the register of the Ministry of Commerce, Industry and Tourism, maintained by Department of Registrar of Companies under No HE 255812, (hereinafter referred to as "**ROSEVAR**"), represented by: Mr Pierre Konrad Dadak, citizen of the French Republic, French passport number 05TT62213, on the basis of the letter of attorney dated November 10, 2009 (attached: notarised copies of the passport and of the current excerpt from the register of companies – bearing an Apostille clause)

(hereinafter referred to as the "**PARTIES**")

The Parties agreed as follows:

DEFINITIONS:

CONFIDENTIAL INFORMATION: commercial, financial, organisation, technical, technological data and know-how concerning the DISCLOSING PARTY, including about cooperation between the Parties, disclosed in any form and on any carrier whatsoever, marked in the way set forth in the Agreement.

DISCLOSING PARTY: the Party that discloses its Confidential Information.

RECEIVING PARTY: the Party receiving the Confidential Information.

§ 1

1. The Parties understand that it will be necessary to disclose Confidential Information in the course of the cooperation between the Parties.

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2. The Confidential Information shall be disclosed by the Parties solely under the terms and conditions laid down in the Agreement.

§ 2

1. The Parties agree to mark the Confidential Information at least in the following manner:
- a) information disclosed in writing – the Disclosing Party shall mark it in the header and / or in the footer as “NAME OF THE DISCLOSING PARTY + CONFIDENTIAL”, or
 - b) information disclosed orally or visually – the Disclosing Party shall identify it as Confidential Information upon disclosure, and write it down, marking in the header as “NAME OF THE DISCLOSING PARTY + CONFIDENTIAL” and shall pass to the Receiving Party within (15) calendar days following the oral or visual disclosure, or
 - c) information disclosed through electronic data transfer – the Disclosing Party shall mark the same as “NAME OF THE DISCLOSING PARTY + CONFIDENTIAL” within the electronic data transfer, and such marking shall be displayed in a legible way during any display of that information, or
 - d) information disclosed by handover of an electronic data storage carrier or data storage device – the Disclosing Party shall mark the carrier or the storage device as “NAME OF THE DISCLOSING PARTY + CONFIDENTIAL”, and the information contained therein shall be marked as “NAME OF THE DISCLOSING PARTY + CONFIDENTIAL”, and such marking shall be displayed in a form legible for a human in the course of any display of the said information.

§ 3

1. The Parties shall designate one or more persons as the sole point of contact authorised to receive / disclose Confidential Information.
2. Each of the Parties may change the persons designated earlier by a written notice to the other Party.
3. Upon signature of the Agreement, the Parties designated:

For BUMAR: SKAWOMIR
SMOLIŃSKI tel. +48 22 311 26 02

For ROSEVAR: PIERRE DADAK tel. +48 791 48 48 48

§ 4

1. The Parties may disclose Confidential Information to each other only to the extent necessary for proper cooperation.
2. The Receiving Party may disclose Confidential Information solely to those of its employees, for whom the information is necessary to perform tasks expressly identified between the Parties.
3. The Receiving Party may disclose Confidential Information solely to those of its external consultants / advisors, for whom the information is necessary to perform tasks resulting from cooperation between the Parties or to protect legal claims of the Receiving Party, on condition of having signed with them an agreement providing for a standard of protection of Confidential Information not lower than that laid down in the Agreement.
4. If necessary and justified by commonly applicable law, the Receiving Party may disclose Confidential Information in contacts with relevant governmental, local and judiciary authorities, on condition that Confidential Information is marked conforming to the Agreement, and the Disclosing Party has been accordingly advised.
5. The Receiving Party may disclose – if necessary – Confidential Information to a third party other than specified in the foregoing clauses on condition of having signed with that person an agreement providing for a standard of protection of Confidential Information not lower than that laid down in the Agreement, and having obtained prior written consent of the Disclosing Party.
6. Confidential Information may be disclosed by the Receiving Party publicly for media / marketing purposes on condition of having obtained prior written consent of the Disclosing Party for its disclosure as well as contents and form of such a disclosure.
7. The Receiving Party may, to the extent necessary, disclose Confidential Information as required by a possible court / arbitration procedure, on condition of having marked it conforming to the Agreement.

§ 5

The Receiving Party shall secure the Confidential Information and shall protect the same against use or disclosure contrary to the Agreement, exercising due diligence and employing appropriate means, for at least 5 years of its disclosure.

The Receiving Party agrees not to use Confidential Information with a view to commit an act of unfair competition, and the present covenant is not limited in time.

§ 6

The Receiving Party shall not be liable vis-à-vis the Party raising claims concerning disclosure of Confidential Information, if:

- a) the Disclosing Party disclosed Confidential Information without marking it conforming to the Agreement, or
- b) Upon disclosure to the Receiving Party, Confidential Information is publicly available with no fault of the Receiving Party, or
- c) Confidential Information was disclosed by the Receiving Party pursuant to the rules laid down in the Agreement, or
- d) Confidential Information was obtained *bona fide* by the Receiving Party from a third party, without any restrictions as to its disclosure imposed by that third party,
- e) Confidential Information was disclosed or a third party took possession of it contrary to the Agreement for reasons beyond Receiving Party's control, though the Receiving Party exercised due diligence and employed appropriate means to protect such information (Force Majeure).

§ 7

1. The Agreement was entered into for an indefinite period of time.
2. The Agreement may be terminated on a 30-day notice, starting with its delivery to the other Party.
3. Termination of the Agreement shall be made in writing otherwise being null and void.
4. Termination / expiry of the Agreement shall not affect the rights and obligations contained in the Agreement with respect to Confidential Information disclosed as a part of the Parties' cooperation before written termination of the cooperation.
5. In case of Termination / expiry of the Agreement, the Receiving Party shall immediately destroy or return all Confidential Information to the Disclosing Party received in the course of the Parties' cooperation, depending on the written demand of the Disclosing Party.

§ 8

1. The Agreement is governed by Swiss substantial law.
2. The Agreement does not violate prevailing generally applicable laws concerning protection of non-public information.

§ 9

1. The Parties shall strive to resolve amicably all and any disputes that may arise in connection with the Agreement.
2. If the Parties fail to reach amicable settlement, such disputes shall be referred to the Court of Arbitration of the Zurich Chamber of Commerce in Switzerland.
3. The arbitration proceedings shall be subject to the Swiss Rules of International Arbitration applicable as of the day of lodging the law-suit.
4. Members of the bench of the Court of Arbitration shall be determined pursuant to the said Rules.
5. The language of the arbitration proceedings shall be English.
6. Award of the Court of Arbitration or settlements made before it shall bind both parties to the arbitration proceedings.
7. Arbitration shall be conducted in conformity with the Agreement in terms of protection of Confidential Information.

§ 10

1. The Agreement does not authorise either of the Parties to assume liabilities on behalf of the other Party.
2. The Parties agree that the bare fact that a piece of information has been disclosed as between them, including Confidential Information, does not amount to a grant of any right to intellectual property by the Disclosing Party.
3. Any costs or expenses resulting from performance of the Agreement shall be borne solely and exclusively by the Party which incurred the same.
4. Any possible claims regarding the Agreement may relate solely and exclusively to breach of obligations arising under the Agreement.

§ 11

1. The Agreement supersedes all prior agreements made by the Parties in any way whatsoever, concerning use, disclosure and protection of Confidential Information.
2. Any amendments to the Agreement shall be made in writing and otherwise be null and void, subject to § 3 (2) of the Agreement.

3. The Parties indicate the following addresses for service of formal notices on termination / expiry of the Agreement:

BUMAR:

Bumar sp. z o.o., al. Jana Pawła II nr 11, 00-828 Warsaw, Poland

ROSEVAR:

Rosevar Holdings Limited, 2-4 Arch. Mkariou III Ave., Capital Center, 7th floor, office 703, P. C. 1065 Nikosia, Cyprus.

4. In case the address for service mentioned in point (3) has changed, the Party shall notify the other Party in writing accordingly. Such written notification lacking, the Parties agree that correspondence delivered to the address mentioned in point (3) shall be validly served.
5. Each signatory to this Agreement represents that he or she is duly authorised by the Party he or she represents.
6. The Agreement was executed in the English language in 2 (two) identical counterparts, one for each Party.
7. The Agreement becomes effective on the date of last signature, as given below.

For BUMAR:

For ROSEVAR :

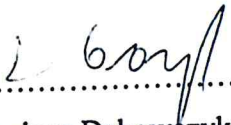

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Cezary Szczepański

Board Vice President

8.01.2010


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Pierre Konrad Dadak

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Dariusz Dębowczyk

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