**AGREEMENT**

**on intentions to apply Single Information Port Community System**

Odessa *February 14, 2013*

LLC “PPL 33-35” represented by I.L. Liptugy, acting upon the Statute, hereafter referred to as “Service Center”, as one Party,

State Enterprise “Odessa Sea Commerce Port” represented by Manager, O.Yu. Vaskov, acting upon the Statute, hereafter referred to as “PORT”,

Subsidiary Company “GPK Ukriane” represented by General Director, Dirk Batterman, acting upon the Statute,

LLC “Brooklyn-Kyiv Port” represented by V.A. Pustovarov,

together are the Members of Single Information Port Community System (the “SIS”) and support establishment of SIS (the “Members”) as the other Party,

hereafter referred to as “Parties” have entered into this Agreement, as follows:

1. **The Subject**
   1. To promote the international commerce, speed-up the inspection procedures of cargo on the borders and apply advises of European Economic Commission of United Nations no. 33 (of 2005), no. 34 (of 2011), no. 35 (of 2010) on establishment of single point of contact to apply effective data interchange between subjects of the international trade and state bodies, harmonization and standardization of the international trade data necessary for meeting import, export and transit regulative requirements, the Service Center has designed special program product to computerize procedures of data processing of cargo in port, for cooperation upon execution of applicable formalities appearing by cargo transition at checkpoint across state borders ( the “program product and/or the System,”) in the framework of Single Information Port Community System.
   2. This Agreement represents intentions of the Parties to apply SIS project in the Port, introduce a devised program product, as well as intentions to set up bases of collective cooperation of the Parties for effective functioning of SIS.
   3. The Members of SIS acknowledge their commitment to project application, introduction of the program product in the shortest time possible and link-up to the System.
   4. Either engaged in Party cooperated with the Port or otherwise related to the Port, participates into provisions hereof, may freely join hereto.
2. **Intentions and means of the Parties for introduction of the program product**

To effect the subject hereof, the Service Center and Members have the following intentions and commitment to its implementation:

* 1. The Service Center shall:
     1. Give advises and explanations how to use the program product.
     2. Enlist the services for the System performed by highly-qualified personnel only.
     3. Apply reasonable efforts to remove defects and nonconformance in the work of the System.
     4. Upon request of the Members concerning proper operating and other improvements to the program product as required by the laws and regulations and/ or for increasing its normal operation.
     5. Apply other reasonable efforts for implementation hereof.
  2. The Members shall:
     1. Get acquainted in the shortest time possible with principals of the program product, technical and other specifications, usage manuals and others.
     2. Adjust its internal program products as required by the program product and harmonize its cooperation.
     3. Enquire the Service Center to remove revealed defects and inconsistences in the work of the program product.
     4. Agree other cooperation matters between the Members and the Service Center in reference to the program product introduction .
     5. Apply other reasonable efforts for implementation hereof.
  3. Also the Parties shall:
     1. Agree all essential covenants and requirements of the usage of the program product on issues of harmonization and cooperation.
     2. Provide mutual data interchange and reasonable information in respect of the subject hereof.
     3. Ensure permanent participation of its representatives in the team work organized for introduction of the program product and settlement of concerns in regard to this matter.
     4. In due time agree its activities regarding implementation hereof as well as not interfere in business of each other.
     5. Settle all concerns arising out during the System provision by negotiations to reach compromises in the shortest time possible.
     6. Apply other reasonable efforts for implementation hereof.

1. **Term**
   1. This Agreement comes into effect as of the date it is signed by the PARTIES and remains to be effective until all its provisions are realized.
2. **Other provisions**
   1. This Agreement shall not be considered as economic agreement covering no financial settlement payments between the PARTIES.
   2. In case of need of financial settlement payments, the PARTIES shall solve such matters by separate business agreements.
   3. The Parties acknowledge that all issues on the System application, financial liability of the Parties for breach of its liabilities and other, shall be governed by Subscription Agreement to the System.
   4. The Parties acknowledge, that functioning of the System as well as of any other similar program product may result in mutual commercial risks for the Parties. The Parties shall apply all reasonable efforts to decrease such risks possible.
   5. The Center herewith represents that it shall not participate in the transport process, shall not render any transport, forwarding and any other relevant services to members of the transport process, and shall act as the System operator exclusively. Competence of the Service Center covers only conformity of the program product with terms of technical assignment, reasonable and uninterrupted functioning of such program product.
   6. To implement this Agreement, the PARTIES shall follow equal partnership, mutual respect and promotion in its application.
   7. The Agreement is prepared in Ukrainian with number of specimens equal to the number of the Parties hereof.
3. Details of the Parties

**The SERVICE CENTER**

**LLC “PPL 33-35”**

vul. Marazliivska 14-A, Odessa 65014

Ph. (048) 7-376-376

Email: [info@ppl33-35.com](mailto:info@ppl33-35.com)

EDRPOU 38156292

General Director

(signed)

I.L. Liptuga

L.S. Round seal of the Service Center

Members

State Enterprise “Odessa Sea Commerce Port”

Mytna Ploshcha 1, Odessa 65026

Ph. (048) 729-31-66/729-48-19

Email: [odit@port.odessa.ua](mailto:odit@port.odessa.ua)

EDRPOU 38156292

Manager

(signed)

Yu.Yu. Vaskov

L.S. Round seal of the Port