

# INTERNATIONAL COMMERCIAL CONTRACT

No.1/ 01<sup>st</sup> March 2008

**Thompson Invest and Trade Inc.**, hereinafter to as the PERFORMER, with the head office at 113 Barksdale Professional Center, Newark, country of New Castle, 19711, Delaware, S.U.A.

AND

**CPS Chemical&Parafarmaceutical**, hereinafter to as the **BENEFICIARY**, with the head office at Agias Lavras, 1 3rd floor, Flat/Office 304,P.C. 2414, Nicosia, Cyprus

Concluded the present agreement in the following conditions:

## **Art. 1 The Object of the Contract**

The object of the contract represents complete consulting and execution services for a new line for bottler the products into a maxim assurance, and for that it is needed only 3 workers.

The obligations of the Performer are of result not of diligence.

## **Art. 2 Price and Payment Terms**

2.1. The Performer will receive 350.000 EURO and the payment will be done gradual.

## **Art.3 Commitments to Third Parties**

3.1 All purchase of space and facilities and all engagement of talent with respect to the advertising of the BENEFICIARY'S products shall be subject to the BENEFICIARY prior written approval.

3.2 If the BENEFICIARY should direct the PERFORMER in writing to cancel or terminate any previously authorized purchase or project, the PERFORMER shall promptly take all appropriate action, provided that the BENEFICIARY will hold the PERFORMER harmless with respect to any costs incurred by the PERFORMER as a result thereof.

3.3 The PERFORMER warrant and represent to the BENEFICIARY that in purchasing any materials or services for the BENEFICIARY'S account, the PERFORMER shall exercise due care in selecting suppliers and make every effort to obtain the lowest price for the desired quality of materials or services. Wherever possible, the PERFORMER shall obtain competitive bids.

## **Art. 4 Indemnities**

4.1 The PERFORMER will indemnify and hold the BENEFICIARY harmless with respect to claims or actions against the BENEFICIARY, based upon material prepared by the PERFORMER, involving any claim for piracy, plagiarism, invasion of privacy or infringement of copyright.

4.2 The BENEFICIARY will indemnify and hold the PERFORMER harmless with respect to any claims or actions instituted by third parties which result from the use by the PERFORMER of material furnished by the BENEFICIARY or where the BENEFICIARY substantially changes material created by the PERFORMER.

Information or data obtained by the PERFORMER from the BENEFICIARY to substantiate claims made in advertising shall be deemed to be “materials furnished by the BENEFICIARY”.

- 4.3 The Beneficiary will pay the transport (turn-return one time) for the Performer and the housing of the Performer during the contract.

#### **Art. 5 Term of Agreement**

The duration of the contract is minim 5 (five) year. The Performer can cancel this contract only with a 30 days warning.

#### **Art. 6 Right upon termination/contract renewal**

- 6.1 Either party may terminate this contract upon written notice of such intention given to the other party not less than 30 days in advance. Notice shall be deemed given on the day of mailing or in case of notice by telegram, on the day it is deposited with the telegraph company for transmission. The rights, duties and responsibilities of this contract shall continue in full force during the period of notice, including the ordering and billing of advertising in print media whose published closing dates fall within the such period and the ordering and billing of advertising in broadcast media where the air dates fall within such period.
- 6.2 Upon termination, no rights or liabilities shall arise out of this relationship, regardless of any plans that may have been made for future advertising.
- 6.3 Are considered exceptions the no cancelable contracts made on the authorization of the BENEFICIARY and still existing at termination hereof, which contracts were not or could not be assigned by the PERFORMER to the BENEFICIARY or someone designated by the BENEFICIARY, shall be carried to completion by the PERFORMER and paid for by the BENEFICIARY in the manner described in Paragraph 3 above.

#### **Art. 7 Force majeure**

- 7.1 If one part delays or not realizes one of the obligations stated in this contract due to a natural disaster or other cause of force majeure, actions or governmental ordinances or other states entities (events of force majeure), will be not considerate a cause for the termination of this contract, as long as the retained part have no contribution at the event, and continue to do all the possible things to respect the obligations of this contract.
- 7.2 If such situation occurs, the execution of this contract will be delayed until the force majeure will stop.
- 7.3 The part that claim the majeure force will announce the other part in writing immediately the existence of the force majeure– unless this will be not possible due to the force majeure – and will do all the necessary action to solve the situation.

## **Art. 8 Various**

If the BENEFICIARY will reject or cancel a developing project agreed before with the PERFORMER, the PERFORMER will take all the necessary measures in order to cancel the project and to save all costs possible to be saved.

## **Art. 9 Confidentiality**

Neither party hereto shall at any time during the term of this Contract or thereafter disclose to any physical, legal or other entity any information concerning the other party or related to the object of the Contract which has a confidential nature or which is marked as being confidential. Both parties shall insure that any of their employees who have received, may receive or have access to such confidential information will not disclose such information and shall at all times keep all such persons informed on the obligation not to make such disclosure.

## **Art. 10 Arbitration**

10.1 The parties agree that they will attempt to settle any disputes arising out of this Contract first by way of negotiation based on mutual cooperation.

10.2 If such is not possible, any litigation arising from the performance of this Contract, including the ones regarding its validity and interpretation, will be settled by way of arbitration by the Arbitration Court near Cyprus. Chamber of Commerce and Industry, in accordance with Arbitration Rules thereof. The losing party in any litigation will pay all legal fees and costs to the other party.

## **Art. 11 Governing Law**

Cyprus law will govern the provisions of this contract.

## **Art. 12 The language**

The present contract has been performed in English. This contract was made in 2 exemplars, all originals, one for each party, today 01<sup>st</sup> March 2008.

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**PERFORMER**

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**BENEFICIARY**