

COOPERATION CONTRACT

Date and place: October 24, 2016, Saint Petersburg

NP «The St. Petersburg House Property Owners Association» in the person of its **Chairman Nikolai V. Pitirimov**

and

Association «CLEANTECH LATVIA» in the person of its **managing director Evija Pudane**, acting on the behalf of **«BALTIC CLEANTECH ALLIANCE»**,

acting based constituent documents subsequently referred to individually as "Party",

collectively the "Parties", have signed this Cooperation contract (hereinafter – the "Contract") as follows:

Article 1. Subject of the Contract

- 1.1. The subject of the Contract is to establish and develop long-term and mutually beneficial cooperation by the Parties in solving the issues defined bellow.
- 1.2. Guided by the generally accepted principles and rules of law and BALTIC CLEANTECH ALLIANCE Terms and conditions of attendance and participation, the Parties shall cooperate on the principles of equal rights and openness.
- 1.3. The Parties shall cooperate with each other in the fulfillment of the provisions of the Contract through authorized representatives delegated by the Parties.

Article 2. Areas and Forms of Cooperation

- 2.1. Parties expressed interest in cooperation on finding optimal ways of solving the issues described below as a package of following initiatives:
 - improvement of environmental status of Saint-Petersburg area (country or region);
 - implementation of innovative, cost-efficient and accessible technological solutions in various regions of Russia, Central Asia countries and Baltic Sea region countries (country or region);

- creation of prerequisites for the implementation of joint investment technological projects, related to modernization and development of partner countries and target export markets.
- 2.2. The Parties shall discuss the technical, technological, financial, and other aspects of cooperation, through their authorized representatives, which will be provided in additional documents.

Article 3. Liabilities of the Parties

- 3.1. Contract is a framework and does not impose on the Parties any legal liabilities. The Parties may in the prescribed manner to conclude separate agreements (contracts) in order to carry out specific areas of cooperation and activities within the framework of the Contract. The Parties may engage other external parties that are not members of the above-mentioned Parties to implement the agreed activities of any individuals and entities who have the financial capacity, highly qualified, have a positive experience in solving similar problems, create a Consortium of interested organizations;
- 3.2. The Parties shall promote the involvement of interested state bodies in the Russia Federation, Latvia and Finland to the implementation of the proposed initiatives and innovative technological solutions, approved as a result of joint work.

Article 4. Other Terms

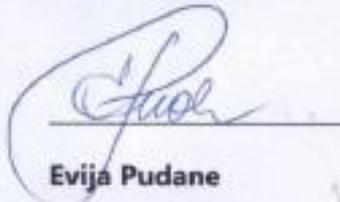
- 4.1. Anything contained in this Memorandum does not apply to any other relations of the Parties, joint projects, relations between employees of the Parties, and none of the Parties has rights and / or authority to claim anything from the other party.
- 4.2. The Parties agree to cooperate in the best manner and on the basis of available knowledge. Any information, data, materials, and other services provided by the Parties remain as they are specified in the Contract.
- 4.3. None of the Parties is obliged to follow the recommendations of the other Party for the establishment of representative office, joint venture or other projects that will be implemented in a result of the signing of the Contract.
- 4.4. The Parties agree that any further cooperation between Parties, whether or not followed by the provisions of this Memorandum shall be executed in separate agreements (contracts) between the Parties.
- 4.5. Disputes and disagreements between Parties on issues related to the scope of the Contract will be resolved through negotiations and consultations between the Parties. Procedure for resolution of disputes and disagreements are established by appropriate

agreements (contracts), which are arising from the implementation of agreements (contracts), concluded to carry out operations within the framework of the Contract.

- 4.6. The Contract comes into force from the date of its signing and is valid until terminated by agreement of the Parties or at the request on one of the Parties with prior notice in writing at least fifteen (15) days prior to such termination. Termination of the Contract shall not entail the termination of the agreements (contracts) concluded by the Parties into framework of the Contract.
- 4.7. Upon termination of this Contract the Parties shall carry all reasonable measures to prevent damage due to mutually obtained documents, records, materials and specifications disclosed or provided by the Parties.
- 4.8. The Contract is prepared in Russian and English on the four (4) pages into four (4) identical copies (one for each Party), with equal legal force.
- 4.9. Changes and amendments to the Contract are made in written and signed by the heads of the Parties and constitute an integral part of the Contract.

SIGNATURES OF THE PARTIES:

Signature:



Name:

Evija Pudane

Function:

Managing director

Organization:

CLEANTECH LATVIA

Address:

Aleksandra Caka Street 31-4, Riga, LV-1011, Latvia

Contacts:

+371 29560650, evija@cleantechlatvia.com

Signature:



Name:

Nikolai V. Pitirimov

Organization:

NP «The St. Petersburg House Property Owners Association»

Function:

Chairman and Managing Director of "Saint-Petersburg Cleantech Cluster"

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