

Memorandum of Understanding

___/NC/___

xxxx (xxxxxx)

referred hereafter “xxxx”

and

NIMEC LIMITED (United Kingdom)

referred hereafter “NIMEC”

This Memorandum of Understanding (MOU) sets for the terms and understanding between the xxx and the NIMEC for the following:

Background

Realizing the importance and significance of:

- a) Development and implementation of new technologies for the energy production,
- b) Implementation of environmentally friendly solutions for the energy sector,
- c) Sale of any kind of energy and power units.

and taking into account the desire of the Parties to obtain mutual benefits, the parties agree to declare the other partners on a worldwide basis.

Purpose

The xxx and the NIMEC intent to collaborate in the:

- a) Development of Environmentally Friendly Power Technologies;
- b) Energy and Power units settle,
- c) Any kind of energy trading.

In order to start the collaboration with successful way, the Parties agreed on following:

- a) xxx will promote the NIMEC’s energy technologies;
- b) NIMEC will care about agreed joint projects development;
- c) The Parties agree to jointly identify projects and customers and each project will be determined by a separate contract agreement.

Benefits

The Parties combine their efforts to obtain mutual benefits. Distribution of profits or payment of separate fees for the parties will be made in accordance with signed agreements for each specific project.

In the case of a simple contract for the purchase and sale of coal, each party receives a benefit based on the price of coal specified in the contract.

Subject to financing by NIMEC of funds in any form of an advance to xxx, xxx will provide a bank guarantee in the agreed amount to secure its obligations.

The amount and method of payment to intermediaries will be decided by the Parties jointly or, if this does not affect the transaction, independently.

In each specific case, the Parties will make every effort (participation in tenders, preparation of documents, acceptance of delegations, etc.) to conclude transactions and obtain maximum profits.

Confidentiality

The Parties hereto and/or their affiliates, which includes, but is not limited to, any licensors, contractors, suppliers, manufacturers, producers, wholesalers, retailers, customers, clients, financial sources, representatives, agents or consultants, of what-so-ever nature shall not, in any manner solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, contact solicit and/or conduct any transaction with such said sources, without the expressed and specific permission of the Party who made such said sources available.

The Parties shall maintain complete confidentiality regarding each other's business and/or their affiliates and shall only disclose knowledge pertaining to these specifically named Parties as permitted by the concerned Party, unless agreed and granted an expressed written permission of and by the Party whom made the source available.

The Parties shall not disclose any contact revealed by either Party to any third Parties as they fully recognize such information and contact(s) of the respective Party, and shall not enter into direct and/or indirect offers, negotiations and/or transaction with such contacts revealed by the other Party who made the contact(s) available.

Failure

The Parties shall not in any way whatsoever circumvent each other and/or attempt such circumvention of each other and/or any of the parties involved in any of the transactions the

Parties wish to enter and to the best of their abilities shall ensure that the original transaction codes, data and proprietary information established are not altered.

In the event of circumvention by any of the undersigned Parties, whether direct and/or indirect, the circumvented Party shall be entitled to a legal monetary compensation equal to the maximum service it should realize from such a transaction, plus any and all expenses, including any and all legal fees incurred in lieu of the recovery of such compensation.

Final Clauses

All considerations, benefits, bonuses, participation, fees, and/or commissions received as a result of the contributions of the Parties to this agreement, relating to any and all transactions shall be allocated and distributed as mutually agreed. Specific arrangements, for each transaction shall be made available and/or submitted to the recipient on the very day due and payable as per each and every transaction, unless otherwise agreed.

This MOU is at-will and may be modified by mutual consent of authorized officials from the xxx and the NIMEC.

This MOU shall become effective upon signature by the authorized officials from the xxx and the NIMEC, and will remain in effect until modified or terminated by any one of the partners by mutual consent.

It is further agreed that any controversy, claims, and or dispute arising out of and/or relating to any part of the whole of this agreement or breach thereof and which is not settled between the signatories themselves, shall be settled and binding by and arbitration in accordance and through The International Arbitration Court in Singapore.

Any decision and/or award made by the arbitrators shall be final, conclusive and binding for the Parties and enforceable in the Court of Law in the United Kingdom.

This Agreement shall be binding upon the Parties hereto and in the case of individual parties, their respective heirs, administrators and executors and in the case of all corporate Parties, their successors and assigns

- The non-circumvention damages, i.e., the total commissions, fees, or profits which would have been due, and;
- All loss sustained by the non-defaulting party by reason of such breach, and;
- All expenses incurred in enforcing any legal remedy rights based upon or arising out of this Agreement.

Signature of this agreement shall be deemed to be an executed agreement enforceable and admissible for all purposes as may be necessary under the terms of this agreement.

All signatories hereto acknowledge that they have read and each Party fully understands the terms and conditions contained in this Agreement and by their initials and signature hereby unconditionally agree to its terms as of the date noted herein.

The purpose of this instrument is to establish an internationally recognized Non-Circumvention, Non-Disclosure, and Working Agreement between the participating Parties. This and future transactions shall be conducted under the guidelines of the International Chamber of Commerce.

All changes and addendums to the present Agreement must be made in writing by post and/or EDT and duly signed by the Parties.

Either party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.

The present Agreement shall incorporate the UNCITRAL Model Law on Electronic Signatures (2001) and It shall ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).

NIMEC LIMITED

Mr Serghei Golic, President

167-169 Great Portland Street 5th Floor, London, England, W1W 5PF

(NIMEC signature)

XXXXXX

XXXXXXXX, XXX

XXXXXXXXXXXXXXXXXXXXX

_____ Date:
(xxx signature)