

Public Offer Agreement

This document is an official offer of Limited Liability Company "EcoDream", in the person of General Director Budkov Sergey Borisovich, acting on the basis of the Company Statute (hereinafter referred to as the Agent), for natural persons and legal entities (hereinafter referred to as the Principal) and expresses the intention to conclude a public offer agreement (hereinafter referred to as the Agreement) on the terms specified below and is published on the website www.petro-trading.ru. This document is a public offer.

The fact which confirms full acceptance of the terms set out in the Agreement and acceptance of the public offer is the performance of any of the following actions: sending a nomination for the ship's agency service (hereinafter referred to as the Nomination), a request for the additional services (hereinafter referred to as the Request).

1. Subject of the Agreement.

1.1. The Principal in the present Agreement is the person (persons) who owns or operates the vessel (vessels), regardless of the fact whether it is a natural person, a legal entity or other person acting on behalf of the owner or operator of the vessel on a legal basis. The Principal may be the carrier, charterers, operators, managers, shipowners - managers, brokers representing the interests of shipowners and other persons who have the legal right to dispose of the ship in any respect and to give instructions (directions) to the Agent in respect of the vessel.

The Agent, "EcoDream" LLC, a marine agent — a legal entity, acting under the legislation of the Russian Federation, which undertakes to perform on behalf and at the expense of the Principal, legal and other actions on its own behalf or on behalf of the Principal in the ports of loading / unloading (berth 51 of LLC "Maktren-Nafta" of the port Temryuk).

1.2. In accordance with the terms of the present Agreement, the Agent undertakes to perform by order of the Principal, for a remuneration, on its own behalf and at the expense of the Principal, legal and other actions related to servicing of the vessel and observance of the rights and interests of the Principal in a certain port or on a certain territory on the basis of the Nomination or written Requests of the Principal.

1.3 Under the agreement concluded by the Agent with third parties on its own behalf and at the expense of the Principal, the Agent acquires the rights and obligations.

2. Obligations of the parties.

2.1. In accordance with the subject of the present Agreement the Agent is obliged:

2.1.1. to protect the commercial, financial and other interests of the Principal;

2.1.2. to protect and support the interests of the Principal in all respects. To represent and maintain contacts with the Principal's interests with the official port authorities, commercial enterprises, customs, border, quarantine, sanitary and other services and maintain contact with them;

2.1.3. to provide the Principal with full information on all matters relating to the subject of the present Agreement and to inform the Principal of the arrival of his vessel;

2.1.4. to be guided by the Code of Merchant Shipping of the Russian Federation, Obligatory restrictions of the port and other regulations currently in force for sea transport, while servicing vessels;

2.1.5. to resolve any issues relating to standard duties of the Agent, following the instructions of the Principal;

2.1.6. to provide control and assistance in all operations relating to the cargo of the Principal's vessels;

2.1.7. on the Principal's request, prepare, hand over to the captain and send to the Principal ship's documents relating to the Principal's vessels, cargo, crew, as well as documents and instructions relating to the voyages performed;

2.1.8. to assist the Principal and the captains in resolving any disputes regarding the quantity and quality of the cargo being loaded / unloaded;

2.1.9. to assist crew members disembarking the vessel due to an emergency incident, illness or any other circumstances;

2.1.10. at the request of the Principal, to provide him with the information about all the rules and tariffs, approved by port practice and current changes to them, as well as with any other information relating to the port, services provided to the Principal's vessels that can be used in reference to the expected portcall;

2.1.11. to maintain constant contact with the ship and facilitate the receipt of any useful information by the captain;

2.1.12. to organize, at the request of the Principal, the removal of solid waste, bilge waters, water washing, flushing, ordering and supply of fuel, oil, fresh water, provision, equipment, spare parts, material and technical supply, emergency medical assistance to crew members and other actions in the area of maritime agency service. Under all circumstances, act to the full satisfaction of the requests of the captain, the Principal, trying to minimize the cost of services and avoid the ship's delay;

2.1.13. to carry out operational supervision of the Principal's vessels if necessary and at the request of the Principal. To conduct business correspondence with third-parties, agents and shipowners. Coordinate proforma disbursement accounts at ports of call of the Principal's vessels;

2.1.14. to conclude contracts on its own behalf on the issues relating to servicing of ships in accordance with the terms of the present Agreement;

2.1.15. to check all initial documents submitted for payment for the services rendered to the Principal;

2.1.16. to calculate proforma of disbursement account in accordance with the current rates, port charges and tariffs;

2.1.17. to control all invoices of suppliers (sub-suppliers) which are to be included in the disbursement account, in order them to correspond exactly to the current tariff rates and calculations, to pay the accrued fees and bills of local organizations for services rendered to the Principal's vessels in a timely manner, and prepare a disbursement account for each voyage;

2.1.18. to provide the Principal with reports about performance of the present Agreement within the terms agreed by the parties, attaching the documents confirming the Agent's expenses;

2.1.19. not to disclose to third parties any information or experience regarding the business operations or practices of the Principal acquired by the Agent during the joint work.

2.2. In accordance with the subject of the present Agreement, the Principal is obliged:

2.2.1. to inform the Agent clearly and timely about the requirements regarding the conditions that shall be accomplished by the Agent while legal and other actions, conditions of the conclusion of contracts. The Principal agrees that in the absence of his direct instructions, the Agent independently chooses counterparties, terms of contracts and methods of errands execution;

2.2.2. to provide the Agent with the necessary rights and means, including letters of attorney, copies of documents (notarial and ordinary) and other necessary documents to execute the errand;

2.2.3. to notify the Agent in advance, directly or through the captains of the vessels, about the planned port calls of the Principal's vessels, and to provide the Agent with full information necessary for the proper performance of the agency's duties, about the ship and cargo, about the crew to be serviced under the present Agreement;

2.2.4. to provide the Agent with the necessary copies of Bills of lading, Cargo manifests, cargo plans, ship's and other documents required by the usual practice and customs of the port;

2.2.5. to provide the Agent with all necessary data for calculating the proforma of disbursement account before the vessel's arrival;

2.2.6. to accept and sign (if possible) reports submitted by the Agent, acts of the work performed and services rendered, disbursement accounts, invoices and other documents;

2.2.7. to pay remuneration to the Agent timely and fully, as well as to pay the Agent the expenses incurred by the latter in view of execution of the Principal's errands, including expenses under contracts concluded by the Agent with third parties agreed with the Principal;

2.2.8. to follow with the rules and practices established in the port, to comply in a timely manner with the orders of the port authorities concerning the vessels serviced by the Agent in the port, which do not contradict the Code of Merchant Shipping of the Russian Federation and the Mandatory Port Regulations.

3. The procedure of performance of works and services.

3.1. The Principal sends to the Agent official Nomination as an Agent in the port, or a Request indicating the name of the vessel and the list of the required supply, works and services. The Nomination / Request is sent by the Principal via e-mail (agent@petro-trading.com).

3.2. The Agent sends a proforma of disbursement account to the Principal including the agency fee by e-mail.

3.3. After rendering the services under the present Agreement, the Agent sends the final disbursement account (the final disbursement invoice) to the Principal, indicating the amount of remuneration and expenses incurred by the Agent, previously agreed with the Principal, as well as the Act of the work performed and services rendered, the agent's report, invoices and documents confirming the expenses incurred by the Agent.

3.4. The final disbursement account (final disbursement invoice), the act of the work performed and services rendered, the agent's report, invoices and other documents are drawn up and sent to the Principal not later than the 15th day of the month following the month in which the services were rendered.

3.5. The Principal, within 3 calendar days after receiving the final disbursement account, the agent's report, the act of the work performed and services rendered, invoice and other documents, informs the Agent of any objections to the documents provided. If there are no objections within the specified period, these documents are considered accepted and approved by the Principal. The Principal undertakes to return the act of the work performed and services rendered and the agent's report, signed (if possible) by the Principal, within 10 days from the date of receipt of these documents.

3.6. Documents are exchanged by e-mail, followed by sending the originals by mail.

4. Payment procedure.

4.1. The amount of the agency remuneration is determined by the parties and is set in the proforma disbursement account for each ship call separately.

4.2. The Principal makes a transfer of funds to the Agent's current account, in accordance with the proforma disbursement account, agreed with the Principal, in the amount of 100% prepayment for the future ship call before the ship enters the port.

The day of payment is the day when the funds are credited to the Agent's current account. The date of payment of the proforma disbursement account and transfer of funds to the Agent's current account cannot be later than the day of the ship's port call.

In case of non-payment of the proforma disbursement account in full before departure of the vessel, the Agent is entitled to take all necessary measures to detain the vessel in port until payment is received, and the Agent is not responsible for demurrage of the vessel, losses, damages and expenses incurred by the Principal.

4.3. The Principal undertakes to make additional payment as per the final disbursement account (final disbursement invoice) within 10 (ten) banking days from the date of receipt of the final disbursement account (final disbursement invoice) by e-mail.

4.4. In the case of change of the amount of services performed by the Agent from the estimated amount specified in the initial proforma disbursement account, the amount of remuneration is determined by the final disbursement account and the act of work performed and services rendered.

4.5. Agency services are subject to VAT in accordance with the current legislation of the Russian Federation.

4.6. The Agent's expenses that cannot be documented (transport, communication, etc.) are included into the remuneration amount.

4.7. The bank commission for the transfer of funds for upcoming services (for services rendered) is paid by the Principal.

4.8. The payment can be made by a third party, Principal obliged to provide the Agent with a letter of order for payment addressed to the third party.

4.9. Currency of settlements between the Principal and the Agent shall be:

- for the resident Principal: Russian rubles;

- for the non-resident Principal: US dollars, euros and Russian rubles.

5. Liability of the parties.

5.1. The Party that has violated its obligations under the present Agreement must immediately eliminate the violations or take measures to eliminate the consequences. In case of delay payment, the Agent has the right to demand from the Principal payment of a penalty in the amount of 0.5% of the outstanding amount for each day of delay. The Principal is obliged to pay the penalty fee within three banking days from the date of receipt of the Agent's request by e-mail.

5.2. All disputes under the present Agreement are resolved through negotiations.

5.3. If it is impossible to settle possible disputes under the present Agreement or in connection with it through negotiations, such disputes will be considered in the Arbitration Court of Moscow in accordance with the legislation of the Russian Federation.

5.4. The Parties herewith agree not to apply the provisions of Article 317.1 of the Civil Code of the Russian Federation.

6. Force majeure.

6.1. In the case of circumstances that make it impossible for any of the Parties fully or partially fulfill their obligations under the present Agreement, namely: fire, natural disasters, accidents, war, military operations of any nature, blockade, strike, prohibition and restrictions on import and export operations, orders and prohibitions of state authorities or other circumstances beyond the control of the parties, the term for execution of their obligation is postponed in proportion to the time during which such circumstances remain in force.

6.2. The Party for which it is impossible to perform the obligations under the present Agreement due to force majeure circumstances must notify the other party of the expected validity and termination of the above circumstances by the relevant certificate of the Chamber of Commerce and Industry not later than 5 calendar days after their occurrence.