

CONTRACT

№ ... - ... /.....

Today, in the town of Sofia, this Contract was signed by and between:
....., hereinafter referred to as CONTRACTING
PARTY (CLIENT), as one party to this Contracts, and

"KEY DIFFUSION" Ltd., with head office and business address: Sofia, 'Mladost 3' R/C,
Bl.364, Entr. 6, Apt. 84, UIC 130435251 and VAT Reg.No. BG130435251, represented by
Paulina Parvanova - Manager, hereinafter referred to as CONTRACTOR, as the other Party
to this Contract.

Hereby the Parties agreed as follows:

1. Subject of the Contract

THE CLIENT assigns and the CONTRACTOR agrees and undertakes to perform:
..... of
..... as specified in Section 6 of
ADR/RID/ADN and the Ordinance on the essential requirements and the assessment of the
conformity of transportable pressure equipment (OERACTPE, the State Gazette No.78 of 7th
October 2011), used by the Contracting Party.

2. Responsibilities and Obligations of the Contractor

The Contractor shall:

2.1. Perform activities related to the control and inspection, in the scope and frequency
specified in ADR/RID/ADN and the Ordinance on the essential requirements and the
assessment of the conformity of transportable pressure equipment (OERACTPE, the State
Gazette No.78 of 7th October 2011) and the standards applicable to the controlled unit,
respecting and taking into consideration the working hours of the CONTRACTING PARTY;

2.2. Monitor and ensure the completeness of the technical file (dossier) of each controlled
unit, subject to this Contract, and require their completion by the CONTRACTING PARTY in
compliance with the requirements and provisions of the laws and regulations.

2.3. Prepare the necessary documents (report, summary report and certificate) for the
different types of activities performed as part of the control and inspection of the controlled
unit;

2.4. Promptly inform the CONTRACTING PARTY of all irregularities established in the
course of the control and inspection, drawing up the respective documents;

2.5. Promptly inform the CONTRACTING PARTY of the need for an Order for
decommissioning (preventing from operation) the controlled unit whose technical failures
prevent the unit from operating safely;

2.6. Store the information on the CONTRACTING PARTY and the controlled units gathered
in the course of the control and inspection, and treat it as confidential.

2.7. The employees of the CONTRACTOR shall fulfill their obligations of professional
secrecy and confidentiality of the findings established during the control, in the interest of
the CONTRACTING PARTY, namely:

2.7.1. Type and technical characteristics of the controlled units.

2.7.2. Condition of the facilities, type and scope of the performed controls and inspections, as well as of the established results.

2.7.3. Information and data considered by the CONTRACTING PARTY as proprietary secret.

2.8. When required to make certain information about the Client (Contracting party) accessible to the public, the Contractor shall do so only to the extent of the information published in the commercial register. Through the certificate from the control, the name and address of the client (Contracting Party) are publicly available.

2.9. The Contractor shall present the procedure for dealing with complaints CP 7.5-1 and the redress procedure CP 7.5-2 at the request of the CONTRACTING PARTY (Client) or another concerned party.

2.10. When the control body is required by law or is obliged under contracts to disclose confidential information about the client (contracting party), it shall inform the client (contracting party) thereof in writing.

3. Obligations and Responsibilities of the Contracting Party

3.1 The Contracting Party shall assign in writing or pursuant to this Contract all actions connected with the control and inspection of the controlled units, subject of this Contract, in accordance with the requirements and provisions of ADR/RID/ADN, the Ordinance on the essential requirements and the assessment of the conformity of transportable pressure equipment (OERACTPE, the State Gazette No.78 of 7th October 2011) and the standards applicable to the controlled unit.

3.2. THE CONTRACTING PARTY shall specify to the CONTRACTOR all the units for control and inspection by the CONTRACTOR under this Contract, with the conditions for their delivery and acceptance being specified in Attachment № 1 to this Contract.

3.3. For each and every facility or piece of equipment subject to control and inspection, the CONTRACTING PARTY shall submit to the CONTRACTOR a technical file (dossier) in accordance with the requirements and provisions of ADR/RID/ADN, the Ordinance on the essential requirements and the assessment of the conformity of transportable pressure equipment (OERACTPE, the State Gazette No.78 of 7th October 2011) and the standards applicable to the controlled unit.

3.4. THE CONTRACTING PARTY shall compile (draw up) the technical dossier for each facility subject to control and inspection by the CONTRACTOR, in which all document in accordance with the requirements and provisions of ADR/RID/ADN, the Ordinance on the essential requirements and the assessment of the conformity of transportable pressure equipment (OERACTPE, the State Gazette No.78 of 7th October 2011) and the standards applicable to the controlled unit, shall be filed and kept.

3.5. The Contracting Party shall ensure and provide the necessary conditions, documentation, support staff and equipment for the performance of the control and inspection, and/or the conformity assessment.

3.6. The Contracting Party shall instruct the authorized representatives of the CONTRACTOR on the technical and fire safety rules applicable to the performance of control and inspection, when these are carried out on the premises of the Contracting Party.

3.7. The Contracting Party shall ensure the agreed amounts, and the payment shall be made in accordance with Cl.4 of this Contract.

3.8. If needed, the CONTRACTING PARTY in its capacity of owner and/or user of the transportable pressure equipment shall appoint an authorized person, representative of the Contracting Party, to keep in constant contact with the CONTRACTOR.

3.9. THE CONTRACTING PARTY shall use the accreditation symbol or refer to the accreditation of the CONTRACTOR in compliance with the instructions contained in PC 7.4-2.

3.10. THE CONTRACTING PARTY shall not, on any occasion, refer to the statute of Executive Agency 'Bulgarian Accreditation Service' as party to a multilateral agreement.

4. Prices and Method of Payment

4.1. The cost of the type of works/services and activities under Cl.1 of this Contract amounts to:

-for

4.2. The payment for the provided services and accomplished work under Cl.1 Subject of the Contract, shall be made by bank transfer, against an invoice, duly issued by the CONTRACTOR, within 5 days of the provision of the service and the issuance of the invoice.

5. Term of the Contract

5.1. This Contract is signed for a period of 1 (one) year, as of the date on which it is signed by the Parties.

5.2. If neither Party declares its intention to terminate this Contract in writing at least one month prior to the expiry of the term for which it was initially signed, the Contract will become valid for an unlimited period of time.

6. Other Provisions

6.1. The Contracting Party has the right to raise objections within 10 days of receiving the results from the control.

6.2. This Contract shall be amended and supplemented only in writing, by mutual agreement between the two Parties.

6.3. This Contract may be terminated prior to its expiry in any one of the following events:

6.3.1. with a written one-month notice sent by the terminating party to the other party.

6.3.2. upon the entry into force of regulations which render the Contract nil and void.

6.3.3. upon the winding-up of either Party.

6.4. Any and all disputes that may arise in the course of work shall be resolved amicably, through negotiations, and if no agreement can be reached, the Parties shall refer the dispute to the competent court.

6.5. All issued that are not settled in this Contract shall be resolved in accordance with the effective Bulgarian laws.

6.6. Attachment № 1- certificate of delivery and acceptance constitutes an integral part of this Contract.

This Contract was drawn up and signed in 2 (two) identical counterparts – one for each Party.

CONTRACTING PARTY:

/...../

CONTRACTOR:

/...../