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AGENCY AGREEMENT

The following contract is made between

INTERCHIM AUSTRIA GMBH
Internationaler Chemiehandel
Brixentaler Strasse 67
A-6300 Wörgl
AUSTRIA

-hereinafter referred to as **"INTERCHIM"**

and

INTERCHIM AUSTRIA SRL
STR. FRANZELARI NR. 2, ET. 5, AP. 11, SECT. 2,
BUCURESTI,
ROMANIA

Preamble:

-hereinafter referred to as **"agent"**

Both parties agree that the Agency Agreement does not exclude the agent's right to purchase and sell INTERCHIM products in his own name and on his account from case to case and subject to the consent of INTERCHIM.

1. INTERCHIM transfers to the agent in

- Romania

- hereinafter referred to as the
"contract territory"

the agency for the chemical products as detailed below,

- Organic Peroxides
- Ethanol
- Tri Ethyl Aluminium
- N-Heptane
- and other chemicals

- hereinafter referred to as the
"contract products"

2. The agent procures business on behalf and for account of INTERCHIM. He has to observe the prices and sales conditions as instructed by INTERCHIM.

The acceptance of orders is subject to the written consent of INTERCHIM.

INTERCHIM is free to refuse orders from the customers of the agent without the obligation to quote reasons for this. INTERCHIM reserves its right to deal with the customers directly.

The agent will only be entitled to accept payments for INTERCHIM if special authority is given to him in individual cases.

INTERCHIM will give all the necessary information for agent's activities and will place advertising matter, price lists, business conditions and samples at his disposal.

3. The agent is obliged to look after the interests of INTERCHIM in accordance with sound business practice. The obligations of the agent include in particular:

- a) reporting on customers, the market and the competitive conditions as necessary,
- b) introduction of reputable and solvent customers and the support of INTERCHIM in the enforcement of any claims against customers,
- c) business and trade secrets, which have been entrusted or made known to him through his activity, have neither to be used nor disclosed to others, even after discharge of the contract,
- d) not to manufacture the contract products himself nor participate in their manufacture either by direct or indirect means,
- e) not to represent any firm which manufactures or sells the same or similar products without the consent of INTERCHIM,
- f) as far as legally possible, to influence his customers by all available means not to export the contract products from the contract territory,
- g) the support of advertising and sales promotion measures of INTERCHIM.

4. INTERCHIM pays the agent for all incoming orders during the contract period, via him or directly from the contract territory, on the settlement of transactions, a commission of 2 % or up to 5 % for orders sent to us by agent from customers in Romania from invoice amount. The net amount of the account means the total amount of the account less discount, credits for returns, transport and transport insurance costs and, if applicable, turnover tax. For special orders INTERCHIM is entitled to offer lower commissions.

The agent shall not pass on any of the commissions received to the clients.

Commission on direct supplies by INTERCHIM to local producers of agreement products is excluded from this contract.

The commission accounting is done monthly. The commission has to be paid after due receipt of the invoiced amounts. The remittance shall be made in accordance with the legal European currency regulations at the exchange rate valid at the time of the transfer of the remittance of the commission.

5. This contract is for an unfixed period and may be terminated by either party giving written notice by the 30th September of any year, the termination to take effect on the 31st December of that year. Alterations of and supplements to the contract will only be valid if they are agreed in writing.

The agent has no right to claim any compensation after the termination of the contract.

6. If any disagreements should arise between the contracting parties, Austrian law will apply. The place of contract is AUSTRIA, but INTERCHIM reserves the right of making claims against the agent at his general venue.

7. Other agreements:

This agreement becomes valid with immediate effect.

Wörgl,

INTERCHIM AUSTRIA GMBH

INTERCHIM AUSTRIA
INTERNATIONALER CHEMIEHANDEL GmbH
Brixentaler Strasse 67
A 6300 WÖRGL

Name: Josef Höger
Titel: Managing Director
Date: 23.02.2010

Bucuresti,

INTERCHIM AUSTRIA SRL

Name: Mihai Geambei
Title: Managing Director
Date: 23.02.2010