

Agency Agreement

This Agency Agreement is made on May 2016 by and between **ADEPP Academy**, 37 Harley Street, London, W1G 8QG, UK, hereinafter "ADEPP" and **PMC OilPro**, Tour Egée, 9/11 Allée de l'Arche, 92671 Courbevoie, France hereinafter "PMC OilPro".

The parties hereby bind themselves to undertake an Agency Agreement ("Agreement") under the following terms and conditions:

TERM. The term of this Agreement shall be unlimited unless terminated sooner in accordance with the terms of this Agreement (the "Term").

GOALS AND OBJECTIVES. ADEPP Academy shall assist PMC OilPro to provide the consultancy services, based on ADEPP's technical and business know how in domain of business development and project management worldwide and PMC OilPro's experience in marketing and sales. The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

1. Marking and sale of the ADEPP products and services worldwide and in particular in France and Francophone countries.
2. PMC OilPro will use the expert support and ADEPP products and services of ADEPP Academy for their project for the following activities:
 - Engineering and project management consultancy (PMC)
 - Technical studies and simulations
 - Risk assessment (HAZID, HAZOP, LOPA, SIL, QRA, ALARP demonstration, etc.)
 - Safety Engineering and Identification of safety and environmental critical elements
 - Maintenance and Inspection engineering (MIE)
 - Asset Integrity and SCE integrity assurance
 - Process safety management
 - Operation safety management
 - Training and online 3D simulation
 - SharePoint design and digitalization for project management and document control

OBLIGATIONS OF THE PARTIES.

ADEPP shall perform the following obligations:

1. Provide required expert for PMC OilPro Projects
2. Support PMC OilPro in preparation of the technical proposals
3. Support PMC OilPro in SharePoint applications and digitalization of the management systems including process safety, asset integrity, operational integrity
4. Inform PMC OilPro for any new products and services

PMC OilPro shall perform the following obligations:

1. Actively market and promote the ADEPP products and services
2. Inform and obtain the approval of ADEPP Academy for using the competitors' products and services.

3. Consider not more than 10% of the total value of project for ADEPP marketing and sale activities to maintain the competitiveness of the ADEPP proposals.
4. Provide the monthly report of the marketing and sale of ADEPP products and services.
5. Provide the financial guarantees to assure the ADEPP marketing and sale budget

CONFIDENTIALITY.

1. Subject to sub-clause (2) below, each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agency Agreement.
2. Each party may disclose information which would otherwise be confidential if and to the extent:
 - (i) required by the law of any relevant jurisdiction;
 - (ii) the information has come into the public domain through no fault of that party; or
 - (iii) the other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after consultation with and notice to the other party.

RELATION OF THE PARTIES. The nature of relationship between ADEPP and **PMC OilPro** is that of independent contractors.

CONSIDERATION. This Agreement is being made in consideration of the following:

1. None

REPRESENTATIONS AND WARRANTIES. Each party to this Agency Agreement represents and warrants to the other party that he/she/it:-

- (a) has full power, authority and legal right to execute and perform this Agency Agreement;
- (b) has taken all necessary legal and corporate action to authorize the execution and performance of this Agency Agreement;
- (c) this Agency Agreement constitutes the legal, valid and binding obligations of such party in accordance with its terms; and
- (d) shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agency Agreement.
- (e) Apart from the above representations and warranties, **PMC OilPro** represents and warrants to **ADEPP** to recognize ADEPP products such as **ADEPP HSE Toolkit** and **ADEPP monitor** as the intellectual property of ADEPP Academy, and ADEPP represents and warrants to PMC OilPro to recognize PMC OilPro's [AGENT Product] and existing spreadsheet techniques as the intellectual property of PMC OilPro ("PMC OilPro IP"). Title to a party's intellectual property shall remain vested in that party and neither party shall acquire rights in the other party's intellectual property by virtue of this Agreement.

TERMINATION. Either party may terminate its performance of related obligations under this Agreement if the other party fails to rectify a material breach under a portion of this Agreement within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. In such case, the non-breaching Party shall be entitled, without further notice, to cancel that Party's involvement pursuant to the agreement, without prejudice to any claim for damages, breach of contract or otherwise. The parties agree that the failure or termination of any portion or relevant provision of this Agreement will not be a basis for



terminating other severable obligations or provisions of this Agreement, unless the failure or breach is such that the entire Agreement loses substantially all of its value to the non-breaching party.

Any termination of this Agreement shall not absolve the Parties from the obligation to observe the confidentiality measures and other restraints as set out herein.

REMEDIES ON DEFAULT. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

WORK PRODUCT OWNERSHIP. The **PMC OilPro** IP and any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole by **PMC OilPro** in connection with the proposal will be the exclusive property of PMC OilPro. Any Work Product developed in whole by ADEPP will be the exclusive property of ADEPP. Any Work Product developed jointly between PMC OilPro AND ADEPP in connection with the proposal ("Joint Work Product") will be the exclusive property of ADEPP. Upon request, **PMC OilPro** will execute all documents necessary to confirm or perfect the exclusive ownership of **ADEPP** to the Joint Work Product.

PMC OilPro hereby grants to ADEPP a revocable, limited, royalty-free, non-exclusive license to use the ADEPP IP solely for the purposes and to the extent necessary for preparation of the proposal, and for no other purpose whatsoever.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such

other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and supersedes all previous promises and conditions in any previous agreement between the parties whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHTS. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

DISPUTE AND GOVERNING LAW.

In the event of any dispute arising under this Agreement the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

Subject to the provisions of this clause each party hereby irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any disputes of whatever nature arising out of or relating to this Agreement.

Notwithstanding the provisions of this clause, nothing in this Agreement shall limit either party's right to seek injunctive relief.

This Agency Agreement shall be governed by and construed in accordance with the laws of England.

SIGNATORIES. This Agreement shall be signed on behalf of ADEPP Academy by Dr Fabienne Salimi, its President, and on behalf of **PMC OilPro** by Frederic Salimi, its Managing director.

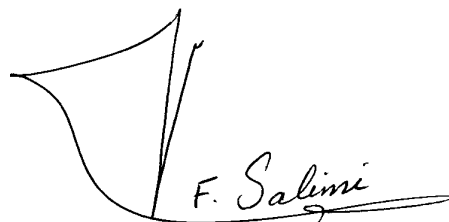
IN WITNESS WHEREOF, the parties have signed their names below on the above-mentioned date.

ADEPP Academy



By: Dr Fabienne-Fariba Salimi, its President

PMC OilPro



By: Mr Frederic Salimi, its Managing director