

## AGENCY CONTRACT

Perm'

«\_\_» \_\_\_\_\_ 2012

\_\_\_\_\_, hereinafter referred to as the Principal, and the "IECI" OJSC (Open Joint-stock Company), duly represented by its Director General Belskaya Darya Evgen'evna, acting on the basis of the Charter, hereinafter referred to as the Agent, agreed as follows:

### 1. Subject

1.1. The Principal shall assign, and the Agent shall undertake the following duties:

- the Agent shall represent the Principal's interests in the sale of intellectual property as set forth in Paragraph 1.2 of the Contract. The sale shall be executed by the open tender at the First Russian Intellectual Property Auction (hereinafter referred to as the Auction) on the conditions stated by the Principal in the Application for participation in the Auction;
- if intellectual property owned by the Principal and mentioned in Paragraph 1.2 of the Contract is not sold at the Auction, the Agent shall search for potential purchasers for the said intellectual property until this Contract expires.

1.2. The Principal ascertains that at the time that the Parties enter into the Contract, to be the only rightholder of exclusive rights on intellectual property offered for sale, namely:

rightholder of the inventions \_\_\_\_\_, patent

№ \_\_\_\_\_ of \_\_\_\_\_;

rightholder of utility model \_\_\_\_\_, patent

№ \_\_\_\_\_ of \_\_\_\_\_;

rightholder of industrial design \_\_\_\_\_, patent

№ \_\_\_\_\_ of \_\_\_\_\_;

1.3. For the purposes of the Contract the Agent shall be deemed as the only commissioner of the Principal during the term of the Contract validity.

### 2. Parties' obligations

2.1. The Agent shall publish the information about intellectual property set forth in Paragraph 1.2 of the Contract in the electronic catalogue of lots at <http://ieci.ru/>, and also in the paper catalogue, issued by the Agent before the Auction and for it.

2.2 The Agent shall offer intellectual property set forth in Paragraph 1.2 of the Contract, for sale.

2.3. If intellectual property set forth in Paragraph 1.2 of the Contract is not sold at the Auction, the Agent shall make appropriate efforts to search for potential purchasers of the said intellectual property until the Contract expires. The Parties have agreed that terms and conditions of such search shall be set forth in a separate agreement.

2.4. The Agent shall:

- keep information containing trade secret of the Principal and provided by the Principal to the Agent in pursuance of this contract, confidential;
- disclosure information about the contract performance to the Principal, if such information is requested by the the Principal;

2.5. The Principal shall:

- render necessary assistance to the Agent in pursuance of the Contract;
- deliver necessary documents to the Agent;
- maintain the Agent as the exclusive and sole agent of the Principal for the sale of intellectual property set forth in Paragraph 1.2 and not conclude any other agency contacts relating to the said intellectual property, until this Contract expires;

### **3. Settlement of accounts**

3.1. This Contract is a paid services contract.

3.2. Remuneration is paid to the Agent if intellectual property set forth in Paragraph 1.2 of the Contract is sold at the Auction. The remuneration amounts to 15% of the concluded license contract price. Terms and procedures of the said payment shall be specified by the Parties in a separate agreement.

3.3. Terms, procedures and amount of the remuneration paid for services rendered after the Auction shall be specified by the Parties in a separate agreement.

### **4. Contract validity**

This agreement will come into force on \_\_.\_\_.2012 and shall remain in effect until \_\_.\_\_.2013.

### **5. Special provisions**

5.1. The Contract may be terminated by the Principal upon the Principal providing notice to the Agent of the termination.

5.2. The Contract may be terminated by the Agent upon the Agent providing notice in writing to the Principal of the termination thirty days before the expected termination date.

5.3. If a Party terminates the Contract before the Contract expiration date, the Parties shall draft and sign the Certificate of Acceptance to set forth the actual scope of work (rendered services), amount of Agent's remuneration, amount of operational expenses related to the Contract and reimbursed to the Agent by the Principal, and the amount of damages incurred by the Agent due to the Principal's cancellation.

5.4. The Parties shall ultimately compute all the sums within 10 banking days starting from the date when Acceptance certificate was signed.

5.5. Any amendments and additions to the Contract are valid only if made in writing and signed by the authorized representatives of the Parties.

5.6. The Contract is signed and sealed in duplicate, the two copies are equally valid and shall take effect after being signed and sealed by the two Parties.

## **6. Addresses, banking details and signatures of the Parties**

### **Principal**

### **Agent**

"IECI" OJSC (Open Joint-stock Company)

Principal State Registration Number (OGRN):

1115907002089

Taxpayer ID (INN):5907048892

Taxpayer Classification Code (KPP):

590701001

Registered address: 32 Karbisheva St, Perm',  
Pussia, 614030

Mailing address: 614000, g. Perm', ul.

Petropavlovskaja, 41, of. 216

### **Principal**

### **Signatures of the Parties:**

### **Agent**

Director General of the "IECI" OJSC (Open  
Joint-stock Company)

\_\_\_\_\_ Belskaya D.E.