Cooperation Agreement

Phoenix Contact GmbH & Co. KG
Flachsmarktstraße 8
32825 Blomberg
Germany

and

TOV PHOENIX CONTACT
vul. Chornomorska, 1
04655 KIEV
Ukraine

- both hereinafter "**PHOENIX CONTACT**" -

and

Kharkov National University of Radio Electronics
Lenin ave 14
Kharkov 61166
Ukraine

- hereinafter "**University**" -

agree the following Cooperation Agreement within the EduNet Project

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Preamble

EduNet ("Phoenix Contact International Education Network") is a network of international universities and Phoenix Contact for promoting research and science in the technology fields Automation and Network Technology. The objective of EduNet is the transfer of knowledge as regards industry-suitable automation technologies to present and future users.

§ 1
Subject matter of the Agreement

Phoenix Contact and the university will cooperate as regards automation and network technology matters. Within this cooperation, the following projects shall be realized:

- Set up of university labs with Phoenix-Contact technologies

- Exchange of contents and concepts of lectures

- Exchange of students

- Guest lectures of professors

- Joint research and education projects

- Students obtain certificate after separate test

§ 2
Duties of the University

The university shall independently run a lab with Phoenix Contact technologies (EduNet Lab). The respective professors and lecturers shall be trained by Phoenix Contact as regards the technologies in order to implement them in the courses.

The EduNet-Lab can be used within existing and new courses of the university

In addition, the EduNet-Lab can be used for internal and external university trainings. Internal university trainings are aimed at students and co-workers of the university

The university undertakes to let Phoenix Contact train the involved professors and lecturers before the cooperation and during the cooperation if need be.

The university shall be responsible for the proper operation of the EduNet Lab.

By using the EduNet-Logo, it points out the Phoenix Contact automation technology in an adequate way.

The university undertakes to provide written evidence of the number of realized lectures and trainings by including the number of participants every calendar year with a deadline of one month before the beginning of the annual conference.

The university shall provide Phoenix Contact with an outlook of all activities as regards future lectures and trainings during the conference pursuant to § 4 and/or send it one month before the conference. Any modifications and deviations must be immediately communicated to Phoenix Contact in writing.

At the Edunet conference and if need be during the cooperation, the participating field of expertise/ the participating institute informs Phoenix Contact as regards market development, technical and strategic improvements in the technology development for developers and employees of Phoenix Contact and includes their opinions and findings within this frame.

§ 3
Duties of Phoenix Contact

Phoenix Contact shall enable the university to teach the Phoenix-Contact technology in theory and practice, and support this through adequate measures. This shall be done by providing the university with a training package at the beginning of the cooperation that consists of hardware and software plus training material.

Phoenix Contact undertakes to train and inform the respective professors and lecturers of the university product-specifically. Phoenix Contact shall distinguish the university as certified education partner for a limited period of two years to begin with. Afterwards the certification shall be unlimited in time until Phoenix Contact renounces it in writing.

In the set-up phase, Phoenix Contact shall support the university with lab equipment in form of products and solutions by Phoenix Contact. The products and solutions shall be provided to the university by Phoenix Contact free of charge for the specific purpose of teaching and research activities. This shall only apply to the first-time equipment. Phoenix Contact shall provide the university with the necessary training material. Phoenix Contact shall also supply the university with specific information material around the applied products, eg catalogs, flyers, data sheets and regular cost-free informative and training meetings at preference conditions. The documents prepared by EduNet members shall be made available via the EduNet homepage.

The up-date and extension of the lab equipment shall be handled commercially with a special discount.

Phoenix Contact shall support the EduNet members when preparing lab concepts for research and science.

Furthermore, Phoenix Contact shall include the universities in the Phoenix-Contact-Technology-Marketing concept and support them in all science and research efforts; projected are, for instance, joint appearances in form of joint presentations in the university; technical publications of all kinds as well as trade fair appearances. These projects shall only be carried out upon written approval of Phoenix Contact.

The university shall be informed by Phoenix Contact in good time about the introduction of new products and technologies as well as product discontinuations.

In the case of technical problems which the university and its trained staff cannot solve itself Phoenix Contact shall grant the university support.

Regularly, ie at least once every calendar year, Phoenix Contact shall inform the university as well as all other university partners taking part in the EduNet about upcoming projects as well as any modifications and innovations during the EduNet conference acc to § 4.

Phoenix Contact shall provide the university with the EduNet logo subject to the provision to only use it for EduNet earmarked for promotion purposes.

§ 4
EduNet Conference

At the annual conference, all partners of EduNet shall determine the current minimum standard of the respective lab as well as the training contents of the universities necessary for a certificate. The current minimum standards can be suggested by every EduNet partner Every EduNet partner has one (1) vote for the vote and determination. At least half of all present EduNet partners have to agree to a suggestion so that it can be determined as minimum standard. which will then be binding for all EduNet partners. Phoenix Contact shall invite all partners at least once every calendar year to an EduNet conference In doing so, Phoenix Contact shall make every effort to send the invitation at least 2 months before the conference to the participating partners by indicating the points on the agenda

The conference can take place at Phoenix Contact or the EduNet universities An annual change of the meeting place is appreciated. The place of the conference shall be determined by Phoenix Contact and announced at the annual conference for the following year.

§ 5
Common objective of the partners

For the development of EduNet, all partners undertake to report successful works and findings to Phoenix Contact also between the annual conferences and to make them available to the EduNet network.

§ 6
Components and software by Phoenix Contact

The components and software received by the university from Phoenix Contact within EduNet are provided to the university earmarked for science and research events.

The components and software of Phoenix Contact for
the first equipment and/or set up of the lab shall be provided to the university free of charge and on loan. In the event the agreement and/or the partnership with the university is

terminated within the first two years after the agreement came into effect, the university shall be obligated to return the components and software upon the first request of Phoenix Contact. At the end of two years, the university shall become the owner of these components and software.

If the university orders further components and software that become necessary after the set up of the lab from Phoenix Contact, these individual contracts as well as the provision of the first equipment on loan shall be exclusively concluded at the General Terms and Conditions for Delivery, Payment and Support of Phoenix Contact (status 1st January 2010). The prices and delivery conditions shall be regulated in a separate agreement. If no agreement is made the aforementioned General Terms and Conditions of Phoenix Contact shall be valid.

The parties agree that no further General Terms and Conditions shall be applied. This especially refers to any purchase conditions of the university. This shall also apply if such conditions are pointed out in the mutual correspondence.

§ 7
Publications of the university

Phoenix Contact acknowledges the duty of the university to publish the type, subject-matter and result of the research work realized at the university. Publications in direct relation with EduNet during the duration of EduNet have to be coordinated with Phoenix Contact in advance. Phoenix Contact will not refuse its written consent to a publication without cause. If Phoenix Contact does not object to a publication (original text) presented to it within four weeks after receiving the complete documentation the approval shall be deemed granted.

§ 8
Costs of EduNet

Each party shall bear the costs accrued to her within this project.

§ 9
Secrecy

The contractual partners agree that the non-disclosure agreement dated _____ shall be part of this agreement. The provisions of the non-disclosure agreement shall remain effective even after the termination of this agreement.

§ 10
Quality/Audits

By its signature, the university confirms the set up or maintenance of a quality management system. By doing so, the university guarantees to develop, to teach and to research acc to the state-of-the art technology as well as relevant safety regulations.

The university undertakes to keep its quality management system or to further develop it in such a way that the quality of the performance can be maintained or improved.

The university will enable Phoenix Contact in adequate intervals to convince itself of the realization and proper function of the aforementioned quality assurance measures (Audits). To this end, the university shall grant Phoenix Contact access to the EduNet installations in

an adequate scope and after previously agreeing such a date and provide an employee for support during such access.

Upon request, the university shall grant Phoenix Contact complete insight into the teaching contents as regards EduNet.

§ 11
Industrial property rights

The transmission, assignment or transfer of use (also temporarily) of intellectual property rights, trade marks, brands, copyrights, patents of the parties and/or licences is not subject of this agreement and cannot be derived from this agreement.

§ 12
Applicable law/place of jurisdiction

For this agreement, the non-unified German law shall apply exclusively, namely the BGB/HGB (German Civil Code). The provisions of the United Nations Convention on Contracts for the International Sale of Goods dated 11th April (UN Sales Convention) shall be excluded.

Any disputes arising in connection with this agreement or due to its validity shall be finally settled acc to the Rules of Arbitration of the German Institute for Arbitration without recourse to the ordinary courts of law. The court of arbitration may also decide on the validity of this arbitration agreement with binding effect for the state-run courts. The seat of the court of arbitration is Paderborn. The court of arbitration is composed of three arbitrators. The arbitrational procedure is carried out in German, and the arbitrators have to use the German law.

§ 13
Supplementary provisions

There are no ancillary verbal agreements. Amendments and additions to this agreement need to be made in writing and require the mutual agreement of both parties. The same applies to the elimination of the written form requirement.

Rights and duties cannot be transferred.

§ 14
Duration of contract

This agreement shall become effective on 01.09.2010 and shall be valid until 31.12.2010. It will be extended by another two calendar years if it was not cancelled in writing by one of the parties by observing a cancellation period of six months.

The termination of this agreement through Phoenix Contact shall not entitle the university to any indemnification.

The right for termination without notice for good cause shall remain unaffected. A good cause for a termination without notice is especially, but not exclusively, when:

    a. insolvency or composition proceedings are opened on the assets of a

contractual party or when the bankruptcy proceeding is rejected for want of assets.

b. a contracting party does not comply with its payments and delivery duties despite several previous written reminders.

c. the legal and investment relations of the other contracting party sustainably change in such a way that may give reason for significant disadvantages for the terminating party or

d. the other party continues to infringe a contractual provision despite several previous written warnings.

An important reason for a termination without notice exclusively for Phoenix Contact is especially, but not exclusively, when:

a. not at least one competent qualified representative of the university takes part in the annual conference or

b. the agreed minimum standard is not observed by the university or

c. the components and solutions of Phoenix Contact are not used for a specific purpose by the university or

d. not enough teaching sessions can be carried out by the university by applying Phoenix Contact technology and/or cannot be proven or

e. the university does not participate on the annual EduNet conferences or the annual EduNet symposia,

f. the university does not realize the laboratory standard agreed upon the respective EduNet annual conference or EduNet symposium within one year after the resolution was passed.

§ 15
Severability Clause

Should a provision of this Agreement be or become invalid either in whole or in part, the validity of the remaining provisions is not thereby affected. In such an event the parties undertake to immediately define a provision that most approximates, in a legally acceptable way, the commercial purpose of the provision. The same applies in the event of a loophole in the regulation.

The following Annexes are an integrative element of this agreement:

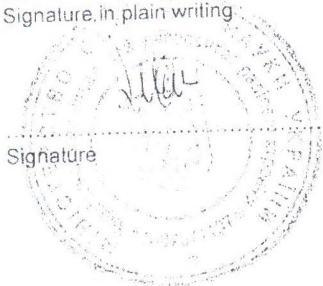|	
Annex 1	General terms and conditions for delivery, payment and support of Phoenix Contact status 1st January 2010
Annex 2	Non-disclosure agreement
Annex 3	Overview of training material/first equipment components and software

Kharkov National University of Radio Electronics Phoenix Contact GmbH & Co. KG

Kharkov,_____ 2010   Blomberg , _Bth sept_ 2010

Klaus Hengstback

....
Signature in plain writing

....
Signature, in plain writing

....
Signature

....
Signature

TOV PHOENIX CONTACT

Kiev , _7th Sept_ 2010

....
Signature, in plain writing

....

NON-DISCLOSURE AGREEMENT

Between

Kharkov National University of Radio Electronics
Lenin ave 14
Kharkov 61166
Ukraine

*- hereinafter referred to as „**University**"-*

and

Phoenix Contact GmbH & Co. KG
Flachsmarktstraße 8
32825 Blomberg
Germany

and

TOV PHOENIX CONTACT
vul. Chornomorska, 1
04655 KIEV
Ukraine

- hereinafter referred to as „Phoenix Contact"-

Preamble

Phoenix Contact develops, produces and sells worldwide electrical connection, interface, surge-voltage protection and automation technology. Phoenix Contact has comprehensive know-how for developing and producing the aforementioned products.

Both parties cooperate regarding a network of international universities and Phoenix Contact for promoting research and science in the technology fields Automation and Network Technology. The objective of EduNet is the transfer of knowledge as regards industry-suitable automation technologies to present and future users.

Within this cooperation it is necessary that the Parties pass on confidential technical and/or economic information, construction material, specifications, drawings, samples, prototypes, test results and/or any other know-how to the other Party. For guaranteeing an open cooperation, the following is agreed regarding the exchanged information and knowledge:

1. 'Confidential Information' relates to all data and knowledge made available by one contracting Party to the other contracting party referring to former, present or future activities of the contracting Party or any affiliated company in the area of research, development, production methods, procedures, technologies, products, operations management and trade. However, this shall only apply to confidential information that was labelled confidential either expressly orally or expressly in writing. Confidential information can be passed on verbally or in writing, as sample, prototype, electronic or visual data formats of any kind or any other embodiment, or granted for insight.

2. Confidential information is and remains property of the providing contracting Party.

3. The contracting Parties have to properly preserve the confidential information passed on by the other contracting Party and/all material generated by themselves based on the Confidential Information and shall not disclose it to any third party. Confidential Information, however, may be passed on to third parties if the fulfilment of contractual obligations by one contracting Party makes this unavoidable. With such a necessary disclosure to third parties, this third party is committed to secrecy to the same extent as the contracting Parties under this Agreement. The

information may not be used for any other purpose than for achieving the objective of the cooperation.

4. The Parties commit themselves to hand back all Confidential Information if requested by the other Party after termination of this Agreement or destroy it upon the written request. The aforementioned also applies to Confidential Information stored, processed electronically or visually, copied or multiplied within the cooperation. The aforementioned does not apply to documents that are subject to a legal obligation to preserve records for a specified period.

5. Confidential Information are not the ones that

a   at the time of their transmission were already common knowledge;
b.   at the time of their transmission were already known to the other contracting party;
c.   became common knowledge after their transmission without the assistance of the other contracting party;
d.   were legally made accessible by third parties to the other contracting party after their transmission and without any restriction regarding non-disclosure or usage

which would have to be proven by submitting evidence.

6. Licences and/or rights for using and/or transmitting any patents, usage rights, brands, samples, the intellectual property or any other intellectual property rights are neither expressly nor implicitly granted by this Agreement.

7. The contracting Parties make sure that the confidential material is only made available to those employees who are inevitable for fulfilling the necessary work. The appointed employees are also committed to non-disclosure.

8. This Agreement becomes effective upon signature by both contracting Parties and ends after one year without needing notice of termination. This Agreement will be prolonged by another year if the parties have

not concluded their cooperation acc to the preamble at the end of the respective one-year term. The provisions regarding non-disclosure shall remain effective even after the termination of this Agreement for 5 years. A cancellation of this Agreement is not possible.

9. In the event the orderer gets an insight into production processes that should not be disclosed as well as into any other business and trade secrets that are made known to the ordered within an audit or due to the business relation the non-disclosure agreement for audit results, documents and any other operational knowledge shall be valid unlimited in time beyond the duration of this agreement.

10. Verbal subsidiary agreements have not been made. All modifications and/or supplements of this Agreement must be in writing to be legally effective. This requirement of form can only be renounced in mutual agreement and in writing.

11. All disputes arising in connection with this Agreement or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institute for Arbitration e.V. (DIS) without recourse to the ordinary courts of the law. The Arbitration Tribunal may also decide on the validity of this Arbitration Agreement with binding effect for the state-run courts. The place of arbitration is Paderborn, Germany. The Arbitration Tribunal consists of three arbitrators. The applicable law is German Law. The language of the arbitral proceedings is English.

12. Should individual provisions of this Agreement be ineffective or non-feasible or contain any gaps this will not affect the validity of the other provisions. Instead of the ineffective or non-feasible provision, that effective and feasible provision will be considered as agreed that comes closest to the meaning and purpose of the ineffective or non-feasible provision.

Kharkov, ...

Blomberg, _15th sept. 2010_

Phoenix Contact GmbH & Co. KG

Kharkov National University of Radio Electronics

(Signer in printed letters)

(Signer in printed letters)

Kiev, _12.11 Sept 2010_

FOV PHOENIX CONTACT

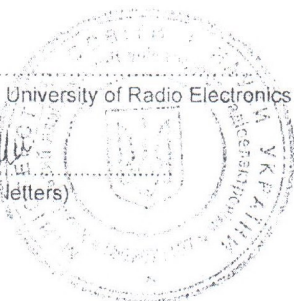_Olec Mykhailov_
(signer in printed letters)

Annex 3   Overview of training material/first equipment components and software

6 pieces of ILC 130 STARTERKIT   (articlenumber 2988515)
incl. PC WORX EXPRESS   (articlenumber 2988670)
6 pieces of IB IL 24 DI 4-PAC   (articlenumber 2861234)
6 pieces of IB IL 24 DO 4-PAC   (articlenumber 2861276)

Kharkov, ...

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Kharkov National University of Radio Electronics

....
(Signer in printed letters)

Blomberg, 15th sept 2010

....
Phoenix Contact GmbH & Co. KG

Klaus Hengstbach
(Signer in printed letters)

Kiev, 17th Sept 2010

....
TOV PHOENIX CONTACT

OLEG Mykhailo
(Signer in printed letters)