



Murphy Shipping & Commercial Services, Inc.
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IATA-01-1-8831

FMC# 004167NF

Multimodal Global Logistics Limited
Dilara Aliyeva Street 251 A, 121
Baku, Azerbaijan

January 05, 2015

Attn: Mr. Asim Bakhshiev:

The purpose of this letter is to confirm and to memorialize an agreement which has existed between Murphy Shipping & Commercial Services Inc. A Texas Corporation and MSCS Azerbaijan LLC a company Registered in Azerbaijan. While our understanding dates back to May 02, 2011 we wanted to formalize this Agreement which we have now been operating under for the past 3 years. It is important to note that I Have included a list of transactions which have taken place since that time to confirm the veracity of the Existence of this relationship.

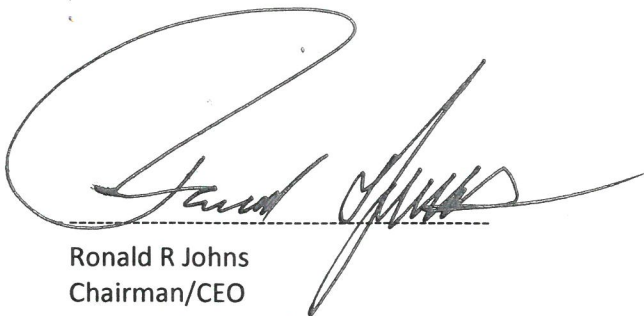
SCOPE OF WORK

In conjunction with the Memorandum of Understanding, The Confidentiality Agreement is formalized and memorialized with this signed written agreement which expresses the sum total of understanding Between Murphy Shipping & Commercial services Inc. A Texas Corporation Charter Number 01406475 And MSCS Azerbaijan LLC registration number 1100601541 it is further agreed as follows.

1. The scope of work between the parties shall be the fulfilment of all normal air, ocean and project freight forwarding and expediting services as needed to meet the parties' client requirements.
2. The parties agree to provide each other net costs for all work and activity unless otherwise agreed in writing beforehand. Said net rates shall be the basis for agreeing costs prior to calculation of the agreed margin share.
3. Margin split shall be determined on one of the following basis (a) general freight 50/50 (b) in country services – none (c) project work – as agreed.
4. When a 50/50 margin split basis is applied the margin shall be calculated on the difference between net costs (see item 2) and documented sell rate. No allowance shall be made by either party for overhead or other such costs normally incurred in the line of business.
5. Payment terms shall be 20 days net from date of invoice for all work and the agreed margin split unless agreed otherwise in writing for specific work such as charters.
6. The parties agree to operate and perform in accordance with U.S. Law especially the foreign trade and corrupt trade practices act of 1977. A copy of Murphy Shipping & Commercial services Inc. compliance policy is attached and a part of this agreement. In recognition of this undertaking, both parties agree to be audited from time to time to insure the foreign trade and

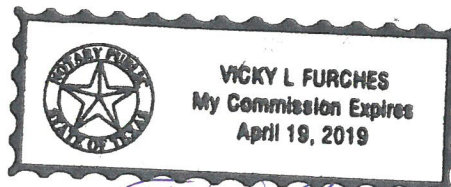
corrupt trade practices act is being complied with and other terms of audit shall be agreed to in writing regarding services which have been rendered between the parties.

7. Murphy shipping & Commercial Services Inc. a Texas Corporation authorizes MSCS Azerbaijan LLC to use its corporate identity in all marketing and promotional and operational activity in the country of Azerbaijan to and from the United States of America, and **World-wide** including through its agents which operate worldwide.
8. MCSC Azerbaijan LLC is obligated to pay for the use of Murphy Shipping and Commercial Services, Inc. of Houston, Texas Corporate identity in the use as identified in paragraph 7 for a fee payable in US dollars of 20,000 annually.
9. By means of this document, it is hereby established and acknowledged that both companies have agreed to a commercial exchange of industry knowledge, supply chain, warehousing, packing and logistics services and to secure and execute work for their mutual benefit.
10. Both companies are committed toward the continuing development regarding mutually beneficial relationship which has existed since May of 2011. Neither MSCS Azerbaijan nor Murphy Shipping & Commercial services Inc. will actively seek to compete with each other but will operate in unison sharing their collective expertise with the shipping community for the purpose of developing joint clients fulfilling their logistical requirements.
11. This memorandum of understanding is established in an exclusive basis for both parties and demonstrates that both parties have been mutually aligned by protecting and supporting each other in business development since May of 2011.
12. This memorandum of understanding is also defined to memorialize an ongoing working relationship that has existed since May of 2011 and is to confirm our work related confidentially agreement.
13. This memorandum of understanding is affirmed to by both parties and demonstrated herein by the signatures below:



Ronald R Johns
Chairman/CEO
Murphy Shipping & Commercial Services, Inc.

Mr. Asim Bakhshiev
Managing Director
Multimodal Global Logistics Limited



Vicky L. Furches 2/11/14