

COLLABORATION PROTOCOL

Regarding the management of the relation with the investors in Cluj-Napoca

I. THE PARTIES

1. **City Hall of Cluj-Napoca**, having its registered office at Cluj-Napoca, Moșilor Street, No.3, fiscal code 4305857, duly represented by Mr. Emil Boc, Mayor
2. **Cluj County Council**, having its registered office at Cluj-Napoca, Dorobantilor Street, No. 106, postal code 400609, Tel.: +40 372 640 000, Fax: +40 372 640 070, duly represented by Mr. Horea UIOREANU, President
3. **Prefect's Institution of Cluj County**, having its registered office at Cluj-Napoca, 21 Decembrie 1989 Blv. No 58, postal code 400094, Cluj County, tel. +40-264-503300, fax: +40-264-591637, fiscal code 4288012, duly represented by Mr. Mihnea Remus Iuoraș, Vice-prefect
4. **Cluj Chamber of Commerce and Industry**, having its registered office at Cluj-Napoca, Horea Street, No. 3, Cluj county, tel: +40 364-730 980, fax: +40 364-073 091, cod fiscal RO 520179, duly represented by Mr. Stefan Dimitriu, President
5. **The North-West Regional Development Agency Cluj-Napoca**, having its registered office at Radaia No. 50 in Baci, Cluj County, Postal code 407059, Tel. 0264.43.15.50, Fax. 0264.49.32.22, fiscal code RO11463302, Account no. RO40RNCB0106026028910001, at Banca Comercială Română / Sucursala Cluj, duly represented Mr. Claudiu N. Coșier, General Director.
6. **Territorial Office for Small Medium sized Enterprises and Cooperation of Cluj-Napoca**, having its registered office at Cluj-Napoca, Horea Street, No. 13, postal code 400174, tel: +40 264-487 224, fax: +40 264-487 244 , duly represented by Mr. Mircea Mihestean, Director.
7. **Cluj-Napoca International Airport**, having its registered office at Cluj-Napoca, Traian Vuia Street, No. 149, postal code 400397, tel. +40 264 307 500, fax. + 40 264 416 712, with fiscal code for V.A.T purpose: RO2882425, registered at Register of Commerce by No. J12/3463/1992, duly represented by Mr. David Ciceo, Managing Director.
8. **S.C TETAROM S.A**, having its registered office at Cluj-Napoca, Taietura Turcului Street, Nr. 47, Postal code 400221, fiscal code RO14343629, registered at Register of Commerce by No. J12/1683/2001. duly represented by Mr. Viorel GAVREA, General Director
9. **Open Bridge Consortium**, having its registered office at Cluj-Napoca, Streiului Street, No. 1/45, fiscal code: C.I.F 26518660, registered at Register of Commerce by No. I.C. 2112/ CC/ 2010, duly represented by Mr. Lae Weon Park, President

Have agreed, by signing the present protocol, to the following:

II. THE OBJECT OF THE PROTOCOL

2.1 The purpose of the collaboration between the parties is the promotion of the interests of Cluj-Napoca, Cluj County represented here by the parties and its inhabitants in their relation with potential investors, throughout "Transilvania Center" in Ulsan, South Korea and "Transilvania Outlook" economic magazine Project.

2.2 The signatory parties agree to collaborate through an active partnership in order to promote and attain their common objectives in what regards attracting investors.

2.3 The parties agree to collaborate in the distribution and moderated exchange of information, in correspondence with an optimal way, in order to ensure the necessary conditions for the performance and development of the tasks corresponding to each party.

2.4 The parties agree to collaborate in order to provide correct, complete and specific information to allow the Overseas Investors to evaluate the potential of Investment opportunities.

III. THE OBLIGATIONS OF THE PARTIES

3.1 The parties bind themselves to:

3.1.1 Update the local information of interest to potential investors, every trimester;

3.1.2 Make this local information available to the other parties, as well as to potential Investors, throughout "Transilvania Center" and "Transilvania Outlook" magazine.

3.1.3 Make the following type of information available to the other parties, as well as to potential investors, through "Transilvania Center", "Transilvania Outlook" Magazine and Open Bridge Consortium, and other online publications related to this project, as following

- Information about local and regional opportunities on printed, electronic and audio-video support as well
- Updated legislations for foreign companies
- Local or central government developing programs of education, work labor, utilities, energy, communications, and infrastructure, promoting - Trade missions and business events in both countries
- Information about Romanian business opportunities and legislation

3.1.4. Supporting "Transilvania Center" Project and "Transilvania Outlook" Magazine in any other available way. There are no financial implications flowing from the signing of the Collaboration Protocol until such time as parties reach agreement on the scoping of specific actions. As and when actions are identified and there is a need for funding, further agreements will be entered into force outlining how these actions will be funded.

3.5 The parties bind themselves to search for legal ways to attract investors in Cluj-Napoca, together.

IV. WORK METHODOLOGY

4.1 The present protocol has the composition of a framework document and covers the entire activity of performing the common objectives agreed upon.

4.2 The signatory parties agree upon the following methods of activity:

4.2.1 Each party will nominate at least one representative for the length of this partnership, and the representatives will constitute a work group – the personal data of these representatives are to be found in Addendum no. 1.

4.2.2 The work group is to assemble at least once every trimester or at the request of one of its members.

4.2.3 During the meetings, the benefits that each signatory institution can legally offer to potential investors are to be established. During the meetings, the members of the work group can analyze the factors that have led to the withdrawal of one of the investors, if the situation arises, and they can come up with legal ways to prevent a similar withdrawal in the future.

V. THE DURATION OF THE PROTOCOL

5.1 This Collaboration Protocol comes into effect upon signature and will remain effective for a period of 3 (three) years unless and until terminated by written agreement by the Parties. At the end of a three year period the Parties will review the Collaboration Protocol and may extend it with the agreement of all parties.

VI. THE TERMINATION OF THE PROTOCOL

6.1 The present protocol will be terminated when one of the parties announces the others, through a written document, with a 15-days notice, that it intends to terminate the protocol.

VII. LITIGATIONS

7.1 The parties have agreed that all litigation problems appearing because of or about the present protocol, including those regarding its validity, interpretation, execution or termination, are to be solved amicably through dialogue and discussions in good faith.

VIII. NOTIFICATIONS

8.1 In the interest of the present contract, any notification/communication between parties shall be considered validly fulfilled if it is transmitted in writing, to the other parties at the address mentioned in the present protocol; the notification must be in the form of a registered letter, through fax or email, at the contact data mentioned in the addendum.

IX. FINAL CLAUSES

9.1 The modification of the present protocol is to be done only thorough an additional document contracted by all signatory parties.

9.2 The present protocol, along with the addendum, which is an integral part of its contents, represents the will of the parties and supplants any other verbal agreement between them, prior to or after its signing.

9.3 The present protocol has been contracted in a number of four copies, one for each party, today, **24. July, 2012**, the date of its signing.

For City Hall of Cluj-Napoca,

Mr. Emil BOC, Mayor

For Prefect's Institution of Cluj County

Mr. Mihnea Remus IUORAS, Vice-prefect

For The North-West Regional Development Agency

Mr. Claudiu N. COSIER, General Director

For Cluj Territorial Office for Small and Medium Enterprises

Mr. Mircea MIHESTEAN, Director

For Open Bridge Consortium

Mr. Lae Weon PARK, President

For Cluj County Council

Mr. Horea UIOREANU, President

For Cluj Chamber of Commerce and Industry

Mr. Stefan DIMITRIU, President

For Cluj-Napoca International Airport

Mr. David CICEO, Managing Director

For Tetarom SA

Mr. Viorel GAVREA, General Director

