

**NON-TRANSFER AGREEMENT
TO SHARE SALE AND PURCHASE AGREEMENT**

THIS AGREEMENT (the “**Agreement**”) is made on 21 July 2015 by and between:

BENESOL PARTICIPATION LIMITED, a company duly incorporated and existing under the laws of the Republic of Cyprus, under registration number HE342269, with registered office at Stasinou 1, MITSU BUILDING 1, 1st floor, Flat/Office 4, Plateia Eleftherias, 1060, Nicosia, Cyprus (the “**Buyer**”)

And

REMPION HOLDINGS LIMITED, a company duly incorporated and existing under the laws of the Belize, under registration number 46,638, with registered office at Belize Marina Towers, Suite 303, Newtown Barracks. Belize city, Belize (the “**Seller**”).

The Seller and the Buyer shall be also individually referred to as the “**Party**” and collectively as the “**Parties**”.

RECITALS:

- (A) The Buyer and the Seller concluded Share Sale and Purchase Agreement dated 21 July 2015 whereby the Seller agrees to sell, in consideration for the payment by the Buyer of the Sale Price, and the Buyer agrees to purchase from Seller the Target Shares, representing 100% of the issued share capital of the Target (the “**SPA**”).

In consideration of the foregoing premises, the Parties hereby agree as follows:

1. Capitalized terms used, but not defined in this Agreement, shall have the meaning ascribed to such terms in the SPA.
2. The Buyer undertakes hereby not to cooperate in any way in respect of the Companies of the Group with Mr. Vitalii Masiura (citizen of Ukraine, passport no. MO 000034, tax id no. 2853219351) and his affiliates and to ensure that its related parties will not cooperate in any way in respect of the Companies of the Group with Mr. Vitalii Masiura and his affiliates, including but not limited to dispose of and/or pledge, assign, gift and/or transfer in any other way the ownership rights to the Companies of the Group to Mr. Vitalii Masiura and his affiliates.
3. The contents of this Agreement is strictly confidential and neither Party will its existence or content without the written consent of the other Party, except if such disclosure is expressly requested for the defense’s of such Party’s rights and obligations pursuant to this Agreement.
4. Clause 7 and Clause 8 of the SPA shall be applicable, *mutatis mutandis*, to this Agreement.
5. This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Agreement.

SIGNATURES OF THE PARTIES

The Buyer

BENESOL PARTICIPATION LIMITED

Stasinou 1, MITSU BUILDING 1, 1st floor, Flat/Office 4, Plateia Eleftherias, 1060, Nicosia, Cyprus

The Seller

REMPTON HOLDINGS LIMITED

Belize Marina Towers, Suite 303, Newtown Barracks. Belize city, Belize

Mr. Orest Kovalchuk
Authorized representative

Mediterranean Directors Limited
represented by
Georgios Chr. Kyrou

