

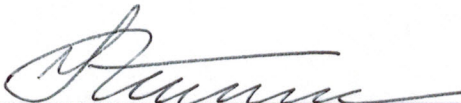
Statement of Work by written notice to Subcontractor, if Subcontractor breaches any material obligations and fails to cure that breach within 10 days after written notice.

- IX. Independent Contractor. The Subcontractor also acknowledges that Subcontractor is an independent contractor of AER and is responsible for the statutory payroll taxes and workers compensation insurance for the Subcontractor. Subcontractor shall be and at all times during the term of this Agreement, is acting as an independent contractor. Permitted Agents or subcontractors of Subcontractor hereunder, whether or not located on AER's premises, are not AER's employees or agents and shall not hold themselves out as such, and AER shall not be responsible for compliance with any applicable employment and tax laws with respect to such permitted Subcontractor personnel.
- X. Jurisdiction. This agreement is made, and shall be executed according to the laws of the State of New York.
- XI. Contractor Personnel and Subcontractors. This is a contract for the personal services of the Subcontractor which services shall not be delegated, assigned or transferred by the Subcontractor. Subcontractor shall not subcontract any portion of the Services under any Statement of Work without AER's prior written consent.
- XII. Compliance with Laws. Each party shall comply at all times with all laws and regulations applicable to such party's performance of its respective obligations and duties.
- XIII. Use of Name and Publicity. Subcontractor shall not use the name, trademarks, logos, or other symbol of AER for any marketing, advertising or public relations purpose without the prior written consent of AER.
- XIV. This Agreement may be executed in separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement.

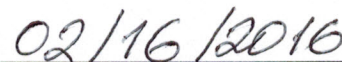
In witness whereof, the parties have executed this Agreement as of the date first above written.

Signature (AER)

Date



Signature (Dr. Gennady Uymin)



Date