



## Authorized International Non-Exclusive Distribution Agreement

This Authorized International Non-Exclusive Distribution Agreement ("Agreement"), effective this 20<sup>th</sup> day of November, 2024, is by and between S4U General Trading LLC with an address at Office# D-32 Control Tower, Motor City, Dubai, United Arab Emirates P.O. Box 446382("S4U"), and S.R.L "Cargo Inspections Services" with an address MD-2072, Strada Diminetii 48, ap, 66, mun, Chisinau, Republic of Moldova ("Sub Distributor"). S4U and S.R.L "Cargo Inspections Services" may each be referred to individually as a "Party" and collectively as the "Parties". The Parties to this Agreement agree as follows:

### 1. Term

Unless earlier terminated pursuant to this Agreement or by mutual written consent, the term ("Term") of this Agreement shall begin on the Effective Date hereof and expire twelve (12) months after the Effective Date. Thereafter this Agreement may be renewed only by mutual written agreement. In case of either termination or expiration of this Agreement, the Parties may continue working under the terms of this Agreement solely for the purpose of fulfilling each Party's obligations pursuant to purchase orders accepted before such termination or expiration. The Parties expressly agree that continuing to do business after the expiration or termination of this Agreement shall in no manner constitute renewal of this Agreement either in whole or in any part thereof.

### 2. Scope and Obligations

- a) During the Term, Sub-Distributor is authorized to purchase from S4U and shall be a non-exclusive sub-distributor of the S4U Products set forth on Exhibit A ("Products") in the following territory ("Territory"): Moldova.
- b) Sub-Distributor shall neither represent nor purport any of the following:
  - i. To be an agent of S4U or the agent of OEM of the products mentioned in Exhibit A.
  - ii. To represent S4U or the OEM of the products in Exhibit A in anyway.
  - iii. To be authorized to act on behalf of S4U or OEM of the Products in Exhibit A.
  - iv. Act solely as an independent contractor with no power or authority to act for, bind or commit S4U or the OEM of the products in Exhibit A.
  - v. Make quotations or write letters under the name of S4U or under the name of OEM's products as mentioned in Exhibit A and shall not apply for, use, or authorize the use of any trademarks used by S4U or the OEM's of products mentioned in Exhibit A, or any of its subsidiaries or affiliated companies.
  - vi. Sub-Distributor may only use the name of S4U or the OEM's of the products as mentioned in Exhibit A as a note in the correspondence showing "Sub-Distributor of S4U" in English and the local language of the country in which Products are sold.

### 3. S4U Quality and Product Standards

Sub-Distributor shall have full application, warranty and service responsibility for Products distributed by it. To fulfill this obligation, Sub-Distributor shall have on its staff at all times personnel with a high level of technical competence and a thorough knowledge of Products including valid training certificates from the OEMs of the products as mentioned in Exhibit A. Sub-Distributor shall assist and cooperate with S4U sales and service efforts for Products in the Territory. S4U shall have no warranty obligation or any other obligation of any kind to Sub-Distributor's customers, and Sub-Distributor shall indemnify, defend, and hold S4U harmless from and against any loss, damage, or injury whatsoever resulting from or related to the breach or claimed breach by anyone of any express or implied warranties relating to Products.

### 4. Terms and Conditions of Sale

- a) Prices/Discounts. Prices charged by S4U to Distributor for the Products will be at S4U standard prices, as set forth in Exhibit A. S4U shall have the right to change prices or discounts with not less than sixty (60) days written notice.
- b) Terms and Conditions. Except where otherwise stipulated herein, the business terms, warranty and other terms and conditions of sale, including payment terms, relating to the sale of the Products between S4U and Sub-Distributor shall be defined in S4U's current version of the Terms and Conditions of Sale ("Ts&Cs"). The Ts&Cs are attached hereto as Exhibit B. S4U may update these Ts&Cs at any time upon notice to Sub-Distributor. Sales shall be made only pursuant to Sub-Distributor's written purchase orders. All such purchase orders shall be subject to the terms of this Agreement. No other terms and conditions of sale referenced in any Sub-Distributor's purchase order shall apply. No purchase order shall be final and binding until accepted in writing by S4U.



5. S4U Confidential Information and Personal Data

a) Confidential Information.

- i. In the course of business S4U may furnish to Sub-Distributor certain confidential or proprietary information of S4U ("Confidential Information") or the OEMs of the products as mentioned in Exhibit A relating to Products, including but not limited to procedures and techniques enabling Products to operate in specific OEM equipment. Sub-Distributor agrees that it (a) will maintain the Confidential Information in strict confidence, (b) will not disclose such Confidential Information to third parties, (c) will not use the Confidential Information for any purpose other than distributing the Products in accordance with the provisions of this Agreement and (d) will not permit the use of such Confidential Information for any reason by any third parties.
- ii. Sub-Distributor may only disclose Confidential Information to its personnel that (i) have a verifiable need to know, and (ii) are under substantially similar non-disclosure obligations which are at least as strict as that required of Sub-Distributor. Sub-Distributor shall advise all its personnel who receive Confidential Information of its confidential nature and ensure that such personnel do not make any unauthorized use or disclosure of it.
- iii. Subject to the foregoing, S4U grants Sub-Distributor a non-exclusive license to use such Confidential Information for the purposes of this Agreement.
- iv. Upon termination of this Agreement, this license shall terminate immediately, and Sub-Distributor shall cease using and shall deliver to S4U all Confidential Information it then possesses. Sub-Distributor shall promptly notify S4U of any actual or potential unauthorized use or disclosure of S4U's Confidential Information of which it becomes aware.
- v. Sub-Distributor acknowledges that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that in the event of a breach or threatened breach of this Agreement, S4U shall be entitled, without waiving any other rights or remedies, or posting a bond, to seek injunctive and any other kind of equitable relief.

b) Personal Data.

- i. The Sub-distributor acknowledges and agrees to keep "Personal Data" accurate and up-to-date in compliance with the provisions of GPDR EU ([GDPR personal data – what information does this cover?](#)).
- ii. Sub-Distributor agrees to comply with all applicable Data Protection Laws associated with the Processing of Personal Data and Sub-Distributor will not process Personal Data other than as permitted by the Applicable Laws of EU, USA and the territory (s) it is authorized to represent including the country where the Sub-Distributor is located.
- iii. Sub-Distributor shall not share, transfer, disclose, or otherwise provide access to any Personal Data, Confidential Information, Systems, or Site to any third party without S4U's prior written authorization.
- iv. In the event that S4U will need access to any Personal Data (as defined by applicable law), the Sub-Distributor shall be required to fully comply.
- v. The types and categories of Personal Data to be processed and relate to:

Primarily names, addresses, email addresses and telephone numbers of Sub-Distributor's employees, affiliates, business partners, as well as individuals within customer organizations who purchase Products from S4U through the Sub-Distributor.



6. **Termination**

- a) **Termination for Cause.** This Agreement may be terminated for cause by giving written notice of the breach, and the breaching Party fails to substantially cure such breach within thirty (30) days of written notice by the non-breaching party describing the breach. Either Party may terminate for cause upon the occurrence of any of the following events:
  - i. **Material Breach.** If the other party materially breaches any material provision of this Agreement and fails to substantially cure such breach within thirty (30) days of written notice by the non-breaching party describing the breach. Termination for conflict of interest, as set forth in this Agreement, shall be treated as termination for cause;
  - ii. **Ceasing of Business.** If the other party ceases to do business, or otherwise terminates its business operations;
  - iii. **Insolvency and Related Matters.** If the other party (1) becomes insolvent; (2) seeks protection under any receivership, deed of trust, assignment for the benefit of creditors, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days), or any other proceedings for the settlement of such party's debts; or (3) initiates dissolution or winding up of its business; or
  - iv. **Compliance.** If S4U identifies that Sub-Distributor practiced any illegal behavior or has violated any provision of this Agreement.
- (b) **Termination by Notice.** This Agreement may be terminated by notice with or without cause or default with not less than ninety (90) days written notice to the other Party, or immediately in the event ownership or control of manufacture of the Product or any line of Products is discontinued by the OEMs of the products mentioned in Exhibit A or its parent or affiliated companies or is transferred to a third party.
- (c) **Effect of Termination.** Upon the effective date of termination, all rights of Sub-Distributor to act as a sub-distributor hereunder shall cease, and except as to claims, rights and obligations arising prior to that date, including but not limited to the obligation to return all Confidential Information as required by Section 5, neither Party shall thereafter have any obligation to the other. Termination shall not affect the parties' obligations to perform regarding orders accepted by S4U prior to the effective date of termination. Except as expressly provided herein, upon termination S4U shall not be liable for and Sub-Distributor shall not be entitled to (i) any compensation or remuneration for damages, loss of prospective profits on anticipated sales, loss of investments, commitments, or expenditures in connection with its business, (ii) any commissions, discounts, or fees, (iii) any incidental, consequential, or special damages resulting from or in any way related to the termination and/or breach of this Agreement or (iv) any penalties of any kind.

7. **Business Conduct Policy; Compliance with Laws**

- (a) **General.** Each Party shall comply with any applicable laws and regulations promulgated by any governmental or regulatory agency of any country with respect to the performance of its obligations under this Agreement. Sub-Distributor shall comply with all laws and regulations applicable in all countries having jurisdiction with respect to Products, their sale, and this Agreement. Failure to comply with any applicable laws or regulations shall give S4U the right to immediately terminate this Agreement.
- (b) **Business Conduct.** Sub-Distributor acknowledges and agrees to all of the following:
  - i. Sub-Distributor is familiar with and shall abide by, and shall cause all of its employees and 3<sup>rd</sup> parties engaged by the Sub-distributor to abide by, all applicable laws and regulations relating to gratuities, bribery, kickbacks, political contributions, improper payments, conflicts of interest, insider trading, antitrust, obtaining any Government procurement sensitive information, classified information, export control and lobbying activity (as defined in the Federal Regulation of Lobbying Act, 2 USC 261, et seq., and similar statutes), including but not limited to the laws of the Territory, the U.S. Foreign Corrupt Practices Act ("FCPA"), United Kingdom Bribery Act, the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the "OECD Convention") and any local laws and regulations applicable to the types of conduct addressed by the FCPA and the OECD Convention; and any other law that may govern the activities necessary to perform any obligations under this Agreement. Sub-Distributor agrees to (i) fully cooperate with all S4U and/or governmental requests related to

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anticorruption (including under the FCPA and United Kingdom Bribery Act), export control, and similar matters; and (ii) promptly complete, sign, and return any regulatory compliance related documents requested by S4U or a government; and (iii) fully cooperate and assist with any and all investigations and inquiries related to compliance with any applicable laws and regulations. Sub-Distributor represents and warrants that no principal or relative of any principal of Sub-Distributor is a U.S. Government official other than as expressly disclosed in writing by Sub-Distributor prior to the effective date of this Agreement, and that no U.S. Government official has any beneficial interest in Sub-Distributor nor in any compensation payable to Sub-Distributor by S4U.

- ii. Sub-Distributor shall comply with all policies of S4U and any similar procedures of S4U or the OEMs of Products as mentioned in Exhibit A, as communicated or made available to the Sub-Distributor from time to time. Sub-Distributor hereby specifically acknowledges that it has been provided a copy of the S4U Code of Conduct and the S4U Anti-Corruption and Anti-Kickback/Anti-Fraud Policies, has read and understood the same, and advised all its relevant personnel of their content. Notwithstanding the foregoing, every two (2) years Sub-Distributor shall attend at its own cost the Ethical Compliance training at the location and date determined by S4U or by the OEMs of the products as mentioned in Exhibit A. Failure to complete the aforementioned training shall result in immediate cessation of any business activities and may be considered by S4U, at its sole discretion, a material breach of this Agreement.
- iii. Sub-Distributor shall not make any payment, either directly or indirectly, of money or other assets, provided under this Agreement (hereinafter collectively referred to as "Payment"), to government (s), political party (s) or international institution (s) officials, candidates or persons acting on behalf of any of the foregoing (hereinafter collectively referred to as "Officials") where such Payment would constitute a violation of any applicable law. In addition, regardless of legality, the Parties shall make no Payment, either directly or indirectly, to officials if such Payment is for the purpose of influencing decisions or actions with respect to the subject matter of this Agreement or the business activities of S4U.
- iv. Except as expressly provided in this Agreement, Sub-Distributor shall not hire or retain subcontractors, sub-distributors, or agents to interact with Officials on behalf of or at the request of Sub-Distributor with respect to the subject matter of this Agreement or the business activities of S4U or the OEMs of the products as mentioned in Exhibit A.
- v. Sub-Distributor shall maintain accurate and complete records in accordance with recognized commercial accounting practices. In addition, Sub-Distributor represents, warrants, and covenants that (1) all contracts, correspondence, verifications, books, records, invoices, bills and other similar documents relating to payments and expenses under this Agreement are and shall be complete and accurate and reflect in reasonable detail the character and amount of transactions and expenditures, and (2) no 'off the books' or other similar funds will be maintained or used in connection with this Agreement.
- vi. Sub-Distributor shall ensure that all of Sub-Distributor's employees, agents and subcontractors involved in performing the obligations under this Agreement are made specifically aware of the compliance requirements under this Section 7. Furthermore, Sub-Distributor shall certify its continuing compliance with the requirements under this Section 7 on a periodic basis during the term of this Agreement in such form as requested by S4U. Sub-Distributor shall cause any and all of its agents or subcontractors to comply with the requirements of this Section 7 and to maintain adequate records of such compliance program.
- vii. Sub-Distributor has, fully and accurately, filled out and sent S4U the Due Diligence Questionnaire for Third Party Intermediaries as well as associated documents referenced therein. Furthermore, Sub-Distributor shall promptly notify S4U of any change to the contents of such questionnaire which occur during the term of this Agreement. Sub-Distributor shall (1) promptly complete, sign, and return any regulatory compliance related documents requested by S4U and/or a S4U-designated anticorruption due diligence provider; and (2) if applicable or requested, maintain a membership in good standing with such anticorruption due diligence provider. Should any content of the completed questionnaire or changes to content during the term of the Agreement raise any concerns for S4U under its policies and procedures and/or applicable laws that cannot be remedied to S4U's reasonable satisfaction, S4U has the right, at its sole discretion, to suspend and/or terminate this Agreement immediately upon written notice, without any liability of S4U to Sub-Distributor. Notwithstanding the above, in the event Sub-Distributor cannot fulfill its obligations under this Section 7 (b) prior to the execution of this Agreement, the Parties may, in S4U's sole discretion, execute this Agreement and Sub-Distributor shall fully complete its obligations under this Section 7 (b)(vii) within a defined timeframe to



be determined by S4U. If Sub-Distributor fails to complete its obligations under this Section 7 (b)(vii) within the defined timeframe this Agreement shall automatically be null and void.

viii. Should Sub-Distributor become aware of any behavior that violates applicable law, regulations, or any other provisions set out above, by: (1) Sub-Distributor or any of its subsidiaries or its or their respective directors, officers, employees, agents or representatives or any other person acting on behalf of Sub-Distributor or any of its subsidiaries; and/or (2) a third party (including sales representatives, agents or sub-distributors), Sub-Distributor shall immediately notify the S4U Legal Department.

- (c) **International Trade Compliance.** Sub-Distributor shall not export, reexport, import, transfer, sell, or release Products directly or indirectly, whether in their original state as supplied by S4U or under Exhibit A or incorporated into other items or equipment, (i) to any U.S. embargoed country (currently, Cuba, Iran, North Korea, Sudan, Syria, Russia, Belarus and Crimea region of Ukraine); (ii) to any person or entity included on any lists of restricted or denied parties maintained by the U.S. government (lists can be found at <https://www.export.gov/cssearch>; or (iii) for any restricted end use such as chemical or biological weapons, certain nuclear activities, or for rocket or missile systems, unless authorized or otherwise approved by the U.S. government. Both Parties will cooperate to effect compliance with all applicable U.S. export and/or import regulations, including by providing the other with complete and accurate information for all products, software, and technical data sold or licensed under this Agreement. In addition, the Parties agree to comply with all applicable local country export and/or import laws and regulations of the countries of procurement, production, and/or destination of the Product. A violation of the U.S. Export Administration Regulations (EAR) may subject Sub-Distributor to potential penalties and fines by the U.S. government. Diversion contrary to U.S. law is prohibited. The Parties understand and agree that the foregoing obligations are legal requirements and that they shall survive any term or termination of this Agreement.
- (d) **Audit Right.** S4U shall have the right to audit the books and records of Sub-Distributor to ensure compliance with this Agreement. For a period of one (1) year following termination or expiry of this Agreement, Sub-Distributor agrees to permit S4U or its representatives, upon prior written notification to Sub-Distributor and during its normal business hours, to examine and audit, at no charge to S4U, such information insofar as it is relevant to this Agreement. S4U or its authorized representative shall have access to Sub-Distributor's facilities and relevant personnel, at no charge to S4U, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this Agreement.
- (e) **Non-Compliance.** THE PARTIES AGREE THAT NON-COMPLIANCE WITH THIS SECTION 7 CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT and S4U shall have the right to suspend and/or terminate this Agreement immediately upon discovery of any violation of this Section 7 or any breach of a representation or warranty contained herein without any liability of S4U to Sub-Distributor.

## 8. Intellectual Property

- (a) **Grant of License to Trademarks.** Including the trademarks of OEM's of the Products as mentioned in Exhibit A together with trademarks of S4U, S4U hereby grants Sub-Distributor a limited, non-transferable, non-exclusive right within the Territory, to use such trademark (s) and such other trademarks that are affixed to the Products that Sub-Distributor is authorized to market and sell under this Agreement (collectively, "Trademarks") solely for use in Sub-Distributor's written materials used in its marketing and sale of the Products hereunder and in accordance with the use guidelines provided by S4U. Sub-Distributor shall not use any other trademark confusingly similar to any of the Trademarks or combine the Trademarks with other marks without the prior written approval of S4U and if necessary prior approval of OEMs of the Products as mentioned in Exhibit A. Sub-Distributor shall cease to use the Trademarks upon either S4U' request, or termination of this Agreement, or the liquidation of any Products to either S4U or to third parties in accordance with the terms of this Agreement.
- (b) **Ownership of Intellectual Property.** Sub-Distributor acknowledges that the Products and Trademarks are proprietary to S4U or the OEMs of products as mentioned in Exhibit A and that S4U or the OEMs of the products as mentioned in Exhibit A are the owner (s) and shall retain exclusive ownership of all Intellectual Property Rights embodied in the Products and the Trademarks (including all translations of any Product documentation (including, but not limited to operator manuals, service manuals, technical specifications, bid documents and marketing literature), even if such translations are prepared by Sub-Distributor. For purposes of this Agreement, "Intellectual Property Rights" means, on a world-wide basis, any and all now known or hereafter known tangible and intangible (i) rights associated with works of authorship including copyrights, (ii) rights associated with trademarks, service marks, trade names and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) rights in domain names, (vi) all other intellectual

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and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise and (vii) all registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter existing, made or in force (including any rights in any of the foregoing). Sub-Distributor shall not during the term of this Agreement or after its termination, apply for any registration as a trademark, service mark, domain name, business or company name, or any word or logo that is the same as or substantially identical with or deceptively similar to any of the Trademarks, S4U or the OEMs of products as mentioned in Exhibit A domain names, or business or company names.

- (c) Reverse Engineering. Sub-Distributor understands and agrees that the Products embody S4U or OEMs of products in Exhibit A are Intellectual Property Rights. Sub-Distributor agrees that it shall not reverse engineer or otherwise deconstruct any of Products that make up this Agreement for any purpose. Any action by the Sub-Distributor which is perceived by S4U the OEMs of products in Exhibit A as an attempt to appropriate the technology of S4U or the OEMs (see Exhibit A) or its licensors shall constitute (i) a material breach of this Agreement, and (ii) shall be prosecuted to the fullest extent of the law.

**9. Indemnity**

Sub-Distributor shall defend, indemnify and hold harmless S4U or OEMs (see Exhibit A), their affiliates and their respective officers, directors, employees, sublicensees, contractors, users and agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs), or responsibility whatsoever arising out of or related to any one or any combination of the following: (i) breach of any obligation, representation or warranty under it made contained in this Agreement, (ii) the storage, promotion, trading, resale, and distribution of Products and Services, (iii) any actual or alleged infringement by Sub-Distributor of any Intellectual Property Rights, (iv) any personal injury or property damage caused by the negligence, acts or omissions of Sub-Distributor; (e) the negligence or willful misconduct of Sub-Distributor; (v) illegality or illegal acts or omission of Sub-Distributor; (vi) claims, including any claims for payments, from any employees, consultants or agents of Sub-Distributor, or (vii) other circumstances relating to this Agreement that are beyond S4U control. Sub-Distributor shall be the sole Party responsible before S4U, the OEMs of products (see Exhibit A), contractors, subcontracted parties, and/or third parties for accidents of any kind, actions and situations that result from the action, omission, malice, malpractice, imprudence, and/or negligence by Sub-Distributor, its officers, employees, agents, contractors, and subcontracted parties, including in regard to conduct set forth in the provisions of Section 7. S4U shall give prompt written notice of a Claim and S4U has the right (but no obligation) to participate in the defense of such Claim at its expense. No delay in the delivery of such notice shall free Sub-Distributor from any indemnification obligation hereunder. In no event will Sub-Distributor settle any Claim without S4U's prior written consent.

**10. Insurance**

Distributor agrees that it will keep in force and effect insurance policies or self-insurance for worker's compensation, employer's liability, comprehensive general liability, and other normal business insurance coverage as will reasonably satisfy S4U that it is protected from those risks and in sufficient amounts to ensure performance and to cover all potential losses during the term of this Agreement and for three years thereafter with respect to any claims-made policies or self-insurance policies.

**11. Assignment**

Neither this Agreement nor rights hereunder shall be assignable or transferable by Sub-Distributor in any manner whatsoever without the prior written consent of S4U. Any attempted or purported assignment or transfer without S4U's consent shall, at S4U's option, be null and void and of no effect, or a ground for termination under Section 6. S4U may assign or transfer this Agreement to (i) an affiliate of S4U or (b) any third party if the ownership or control of manufacture of the Products, or any line of Products, or the applicable manufacturing business unit, is transferred to such third party.

**12. Changes and Waiver**

This Agreement may not be changed, revoked, or waived except in writing signed by an authorized representative of each Party. Any waiver by either Party of any right or interest hereunder or of any breach or default shall not constitute or imply the waiver of any other right or interest or of any future breach or default.

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13. **Sole Understanding and Amendment**

This Agreement and the attached Exhibits are the entire and sole understanding of the parties with respect to the subject matter and supersedes all other prior agreements, understandings, and communications, whether oral or written. This Agreement can be amended only by writing signed by duly authorized representatives of both parties. Sub-Distributor agrees that this Agreement is entered into solely with S4U, and that except as expressly provided herein, it shall neither be binding on nor in any other way affect S4U, or any of its divisions, subsidiaries, or affiliates not a party hereto.

14. **Notices**

Notices may be served personally or may be mailed by express courier to the Party at its address herein set forth, or at such other address as such Party may provide in writing from time to time according to these notice provisions. Any notice when so mailed shall be effective when deposited in the mail, postage prepaid.

15. **Applicable Law, Disputes and Arbitration**

This Agreement shall be governed by the laws of the State of Utah and the United States of America and United Arab Emirates without reference to conflict of laws principles and shall not be governed by the 1980 United Nations Convention on Contracts for the International Sale of Goods. The Parties shall make a good-faith effort to amicably settle by mutual agreement any dispute, controversy, or claim which may arise between them under this Agreement ("Disputes"). If such Disputes cannot be settled between the Parties within ten (10) business days, then such Disputes, including the jurisdiction of the arbitration panel and claims in tort, shall be settled by final and binding arbitration. Arbitration shall be held in Salt Lake City, Utah under the rules and procedures of the American Arbitration Association ("AAA") or at Dubai International Arbitration Centre (DIAC). The procedural law shall be the law of the place where arbitration is conducted. Arbitral proceedings shall be conducted in English. The arbitration tribunal shall not award punitive damages. The expenses of the arbitration, including the arbitrator's fees, expert witness fees, and attorney's fees, may be apportioned between the Parties in any manner deemed appropriate by the arbitrator; however, in the absence of any formal ruling by the arbitrator each Party shall share equally in the payment of the arbitrator's fees and bear its own costs and expert witness fees. The arbitration award shall be the sole and exclusive remedy regarding any and all claims and counterclaims presented and may not be reviewed by or appealed to any court except for enforcement. Nothing in this contract shall prohibit either Party from seeking to prevent any unauthorized copying, disclosure, use, retention, or distribution of its intellectual or other property by injunctive relief or otherwise in a court of law.

16. **Limitation of Liability; Limitation of Claims; Cumulative Remedies**

Except as may be limited by law or public policy, S4U shall not be liable to Sub-Distributor for any indirect, special, incidental, or consequential damages or for loss of profits or revenue arising out of or relating to this Agreement or its breach, whether or not S4U was advised of the possibility of such damage. No claims, regardless of form, arising out of, or in any way connected with this contract, the Products or services furnished by S4U, may be brought by Sub-Distributor more than one (1) year after the cause of action has accrued or performance under this contract has been completed or terminated, whichever is earlier. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and shall not be deemed exclusive except as expressly otherwise provided herein.

17. **Attorney's Fees**

In any action to enforce this Agreement, the prevailing Party shall be entitled to seek award of all court costs and reasonable attorney's fees incurred. Additionally, attorney's fees incurred in enforcing any judgment are recoverable as a separate item, and this Section regarding post-judgment attorney's fees shall be severable from the other provisions of this Agreement, shall survive any judgment, and shall not be deemed merged into any judgment.

18. **Miscellaneous**

- (a) Force Majeure. S4U shall not be liable in any way for failure to perform or delay in delivery hereunder which is due in whole or in part to strike, riot, war, fire, accident, transportation conditions, act of God, curtailment or failure to obtain electrical or other energy supplies, supplier or customer caused delays, inability to obtain labor, materials, or manufacturing facilities, compliance with any law, regulation, or order whether valid or invalid of any governmental body or instrumentality thereof, or due to any unforeseen circumstances or other causes beyond S4U control or the control of OEMs of products as mentioned in Exhibit A.

Initiales: S. Paun

Initiales: [Signature]



- (b) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and together will constitute the same instrument. An executed version of this Agreement that is scanned and delivered via email, will, for all purposes be deemed an original.
- (c) Headings. The title of this Agreement and the headings of Sections and Subsections used in this Agreement are for ease of reference only and will not be used to interpret any part of this Agreement.
- (d) Severability. If any provision of this Agreement is held to be illegal, unenforceable, or invalid in whole or in part for any reason, that provision will be eliminated, limited, or changed and interpreted to the extent necessary, so as to best accomplish the objectives of such provisions within the limits of applicable law or court decisions.
- (e) Choice of Language. The original of this Agreement has been written in English and the governing language of this Agreement shall be English, and if it is translated into other languages, the original English language version shall be controlling, notwithstanding either Party's signature on or acknowledgement of such translations. Sub-Distributor hereby waives and agrees not to assert any right it may have to have this Agreement written in the language of its place of residence.
- (f) Authority. Each Party represents that the individual signing this Agreement has the requisite legal authority to bind the Party on whose behalf he/she is signing.
- (g) No Third Party Beneficiaries. No provision of this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

19. **Enclosures**

The following enclosures are an integral part of this Agreement:

**Exhibit A:** Products and Pricing Schedule

**Exhibit B:** S4U Terms and Conditions of Sale (including applicable warranty)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Initials:

S. Pauer

Initials:



S4U General Trading LLC

S.R.L "Cargo Inspections Services"

Signature: \_\_\_\_\_

Signature: *[Handwritten Signature]*

Name: ASHRUFH HASAN RANA

Name: *Pavel Serguei*

Title: SALES MANAGER

Title: *Administrator*

Date: NOV. 20, 2024

Date: *21.11.2024*

Stamp:

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Initials: *S. Paun*

Initials: *[Handwritten Signature]*



EXHIBIT A

S4U Sub-Distributor Product / Price List	
System	Price
VXC-300 Single View Car Scanner 320KV	Quote Upon Request
Optional Conveyor for Single View Car Scanner	Quote Upon Request
VXC-300DV Dual View Car Scanner 320KV include Conveyor	Quote Upon Request
VXP-6 (6MeV Portal)	Quote Upon Request
VXG-6 (6Mev Gantry Including Rails)	Quote Upon Request
VXM-6 (6MeV Mobile)	Quote Upon Request
VXP-6BS (6Mev Portal Including Backscatter)	Quote Upon Request
VXG-6BS (6Mev Gantry Including Backscatter)	Quote Upon Request
VXM-6BS (6Mev Mobile Including Backscatter)	Quote Upon Request

Systems	Volume Commitments**				
	QTY YR. 1	QTY YR. 2	QTY YR. 3	QTY YR. 4	QTY YR. 5
VXC-300 Single View Car Scanner 320KV	2	2	2	2	2
Optional Conveyor for Single View Car Scanner	2	2	2	2	2
VXC-300DV Dual View Car Scanner 320KV include Conveyor	2	2	2	2	2
VXP-6 (6MeV Portal)	2	2	2	2	2
VXG-6 (6Mev Gantry Including Rails)	2	2	2	2	2
VXM-6 (6MeV Mobile)	2	2	2	2	2
VXP-6BS (6Mev Portal Including Backscatter)	2	2	2	2	2
VXG-6BS (6Mev Gantry Including Backscatter)	2	2	2	2	2
VXM-6BS (6Mev Mobile Including Backscatter)	2	2	2	2	2

\*\*This agreement is contingent upon Distributor purchasing the minimum units per year

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**Exhibit B**  
**Sales Terms and Conditions v3.2**

*In this document S4U General Trading LLC is referred as "S4U"*

**1. Agreement.**

1.1 **Agreement.** These Terms and Conditions ("Terms") have been incorporated by reference into a sales quotation, sales confirmation, sales order, contract, agreement or other written instrument issued or signed by an authorized employee of S4U (each, a "S4U Sale Document") regarding the sale of products ("Products") and provision of related services ("Services"). These Terms and the S4U Sale Document issued by S4U to Buyer shall be collectively referred to herein as the "Agreement."

1.2 **Entire Agreement.** The Agreement, including any attachments, exhibits or other written documents that are explicitly incorporated by reference by the text of the Agreement, constitutes the entire agreement between S4U and Buyer regarding the subject matter of the Agreement and may not be modified except in a writing signed by a duly authorized employee of S4U and Buyer.

1.3 **Buyer Documents.** S4U shall not be bound by the terms and conditions of any purchase order, order confirmation, acceptance or other instrument issued by Buyer (collectively, "Buyer Document"), unless such Buyer Document is counter-signed by an authorized employee of S4U. S4U's performance under the Agreement shall not, under any circumstances, be deemed S4U's acceptance of any of the terms and conditions contained in a Buyer Document. If Buyer issues a Buyer Document to procure the Products and Services described in a S4U Sale Document, then such issuance shall be deemed to constitute Buyer's acceptance of the terms and conditions of this Agreement, but all other terms and conditions contained in the Buyer Document shall be of no force or effect and shall not be deemed to supersede, replace, modify, augment, enhance, delete, remove, amend or otherwise alter any of the terms and conditions of this Agreement. Acceptance of or payment for any of the Products or Services shall also be deemed to constitute Buyer's acceptance of all of the terms and conditions of this Agreement.

1.4 **Precedence.** In the event of any conflict between the terms of an S4U Sale Document and these Terms, these Terms shall take precedence.

2. **Products and Services.** Buyer agrees to purchase from S4U and S4U agrees to sell the Products to Buyer and to perform the Services for Buyer, in accordance with the terms and conditions of this Agreement.

**3. Purchase Price.**

3.1 **Prices for Products and Services.** The prices for Products and Services covered by these Terms are those prices set forth in the S4U Sale Document or, if there are no prices contained therein, then the prices shall be as set forth on S4U's then-current applicable standard price list applicable to Buyer under S4U's sales policies.

3.2 **Prices for Additional Services.** If S4U agrees to perform any services not covered by the Services ("Additional Services"), such Additional Services shall be billable at S4U's then-current time and materials rates in effect for the region in which the Services are performed. Additional Services include, but are not limited to, performance of Services outside of S4U's regularly scheduled business hours and performance of any services excluded under Section 10.2.

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**4. Terms of Payment.**

4.1 **Payments.** Unless otherwise agreed in the S4U Sale Document, all payments are due and payable in full by Buyer immediately upon Buyer's receipt of the invoice, but no later than 30 days from the date of S4U's invoice. Buyer shall deliver payments to the address or bank account specified in S4U's invoice.

4.2 **Currency.** The Buyer shall pay all amounts due in such currency as provided in the applicable S4U Sale Document.

4.3 **Taxes.** Buyer shall promptly pay the amount of any sales, use, VAT, duties, excise or other similar tax (and all interest and penalties) applicable to the sale, installation, importation, transportation or use of the Products and performance of the Services hereunder (other than amounts due on S4U's net income from such sale or service).

4.4 **Late Payment.** All amounts past due shall incur a late payment charge that shall accrue at a pro-rata basis of 5% per month, calculated from the date due until such amount is paid.

4.5 **Buyer's Credit.** S4U's performance under this Agreement shall always be subject to S4U's approval of Buyer's credit. S4U shall be permitted to terminate this Agreement, in whole or in part, or to suspend deliveries (required by the terms of the Agreement or under any other agreement between S4U and Buyer) and to suspend the performance of services (including the Services, warranty services or otherwise, and whether required by the terms of this Agreement or under any other agreement between S4U and Buyer) and shall be permitted to impose such other terms and conditions or security arrangements as S4U, in its sole discretion, deems appropriate to ensure full payment by Buyer for the Products and Services.

4.6 **Security Interest.** The Buyer hereby grants to S4U a security interest in all Products, and in any proceeds thereof, including insurance proceeds, to secure payment of all amounts due under this Agreement until such amounts are paid in full. The Buyer shall not, without S4U's prior written consent, relocate, resell, lease, or create additional liens other than the security interest described herein over the Products until Buyer has paid for all such Products in full. If Buyer defaults under any obligation arising under or in connection with this Agreement, S4U may pursue all remedies of a secured creditor provided under applicable law. Buyer agrees that S4U is entitled to file such financing statements and amendments thereto as S4U deems necessary to protect its interest in the Products and to effectuate the purposes of this Section 4. If Buyer defaults on any obligation arising under or related to this Agreement, Buyer shall make all Products available so that S4U may repossess them promptly. Upon S4U's request, Buyer covenants that it shall execute all documents requested by S4U to perfect S4U's security interest in any or all of the Products.

4.7 **Notice of Payment Dispute.** If Buyer intends to dispute any amount due under or related to this Agreement, Buyer must notify S4U in writing within 30 days of the date such payment is originally due. The Buyer waives its right to dispute such amounts or to bring or participate in any legal action involving a dispute of such amounts if not reported within such period.

**5. Delivery and Acceptance.**

5.1 **Delivery and Risk of Loss: Title.** All deliveries will conform to INCOTERMS 2020 to designated location or port as mentioned in S4U Sale Document. Title and risk of loss or damage to Products pass to Buyer at such location or port.

5.2 **Dates.** S4U's delivery and performance dates are estimates only. S4U will use commercially reasonable efforts to deliver in accordance with the delivery or performance dates specified in the S4U Sale Document but may change those dates as it deems necessary. S4U shall not be liable for failure to deliver or perform by such date (s).

5.3 **No Cancellations.** The buyer may not cancel the order, delay or reschedule or otherwise vary any payment obligation or his other obligations as per the contract or the agreement or the purchase order without S4U's written consent. Such consent may be granted or withheld at S4U's sole discretion.



5.4 **Acceptance.** The Buyer shall upon receipt of the Products, without delay and using due diligence, examine the Products as to their quality and quantity. The Products shall be deemed to have been received in agreed quantity and without apparent damage unless Buyer notifies S4U in writing to the contrary within a period of seven (7) days from the receipt of the Products. Services shall be deemed accepted by Buyer upon performance.

6. **Testing and Installation.** If testing (e.g., factory acceptance testing, site acceptance testing) is included in a S4U Sale Document, S4U in conjunction with OEM (Original Equipment Manufacturer) shall perform such testing and installation in accordance with OEM's standard testing and installation procedures for the Products in effect on the date of testing/installation.

7. **Excusable Delay.** S4U shall not be responsible for any delay or non-performance of its obligations hereunder to the extent and for such periods of time as such delay or non-performance, defective performance or late performance is due to causes beyond its control. Excusable delays include, but are not limited to, acts of God, war, acts of any government in either its sovereign or contractual capacity, fire, explosions, sabotage, the elements, epidemics, quarantine restrictions, strikes, lockout, embargoes, severe weather, delays in transportation, airline schedule, fuel shortages, or delays in supply chain, or suppliers or subcontractors.

8. **Software License.** If applicable, S4U grants to Buyer OEM issued license to use the software that has been installed by OEM on the Products ("Software") as per prescribed terms and conditions of the OEM, together with new versions or updates to such Software made available by OEM to S4U to Buyer.

9. **Confidentiality.**

9.1 **Confidential Information.** By virtue of this Agreement, the parties may have access to information that is confidential to the other ("Confidential Information"). Confidential Information will be limited to the terms and pricing under this Agreement (unless disclosed in accordance with Section 14.4) and all information clearly identified at the time of its original disclosure in writing as confidential. A party's Confidential Information shall not be deemed to include information that: (i) is or becomes generally known to the public through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure or (iv) is independently developed by the other party without use of or reference to the disclosing party's Confidential Information.

9.2 **Restrictions on Disclosure and Use.** Each party agrees to hold the other party's Confidential Information in strict confidence. Each party agrees, unless required by law, not to make the other party's Confidential Information available in any form to any third party for any purpose except to the extent necessary to exercise its rights under this Agreement, and to treat Confidential Information of the other party with the same degree of care with which it would treat its own confidential information of a like nature, and in no case with less than a reasonable degree of care. Each party agrees not to use the other party's Confidential Information for any purpose other than the performance of this Agreement. Each party agrees to limit the disclosure of Confidential Information to those of its officers, directors, employees, consultants, attorneys and other professional advisors who (i) have a need to know and (ii) are subject to an ongoing legal obligation to maintain all Confidential Information on terms at least as restrictive as those contained in this Agreement. Each party agrees to ensure full compliance with the terms of this Agreement by all such parties to whom it provides Confidential Information. It will not be a breach of this Section if Confidential Information is disclosed pursuant to a subpoena or other compulsory judicial or administrative process, provided the party served with such process promptly notifies the other party and provides reasonable assistance so that the other party may seek a protective order against public disclosure.

9.3 **Other Confidentiality Agreements.** If S4U and Buyer have entered into a separate agreement designed to protect the confidential information of either party transmitted in connection with the transactions described in a S4U Sale Document, then the

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terms of this Section 9 shall not be deemed to supersede, replace, modify, augment, enhance, delete, remove, amend or otherwise alter any of the terms and conditions of such separate agreement, which agreement shall remain in full force and effect.

10. **Warranty.**

10.1 **Warranty Terms.** S4U warrants to the Buyer (and to no other party) that that the Products shall conform substantially to OEM's then-current applicable specifications for the Products. Unless otherwise agreed in the S4U Sale Document, the warranty period expires as per the terms mentioned in the S4U Sales Document. Supplies, accessories and service parts, including used Products, shall be free from defects in material and workmanship for a period as mentioned and as per the terms of S4U Sales Document. Defects in a repaired or replaced Product or part shall be covered to the extent of the unexpired term of the applicable warranty period.

10.2 **Limitations.** The warranty set forth above shall not apply if (i) OEM is unable to reproduce the defect or error reported by Buyer; (ii) Buyer has failed to use the Product in accordance with OEM's manuals, instructions and/or other procedures that S4U has made available to Buyer or that it makes available to purchasers of the Product generally; (iii) Buyer has failed to timely report a defect or error in accordance with the procedures established by S4U and or OEM to identify and report such problems to S4U's Service Department; (iv) a Product has been moved, without S4U's written consent, from its original installation location; (v) the area in which the Product is located is not, in S4U's opinion, a safe and clean operating environment; (vi) S4U is not granted prompt access to the Product upon arrival of S4U's service engineer; (vii) the Product has been installed, repaired or modified without S4U's prior written consent (e.g., by a technician that is not, at the time of such modification, certified by S4U or OEM to perform such work); (viii) the Product has been damaged by neglect, misuse, mishandling, failure of electrical power, user error, liquids, or as a result of any other cause external to Product; (ix) Buyer has failed to timely pay, in whole or in part, any invoice issued by S4U; or (x) Buyer is in breach of the Agreement or any other agreement between Buyer and S4U (this statement shall not be construed to limit any other rights or remedies available to S4U for any such breach).

10.3 **Exclusive Remedies.** The Buyer must report to S4U in writing any breach of the warranties contained in this Section 10 during the relevant warranty period. Buyer's sole and exclusive remedies, and S4U's entire liability, shall be to provide Buyer with replacement parts to the extent such replacement parts are required by an S4U or OEM certified service technician to correct the error or defect. Buyer shall be responsible for obtaining the services of S4U or OEM certified technician to remove defective parts, install replacement parts, and perform all other related warranty service work. If any service is performed or attempted by an individual that is not, at the time that service is performed, certified by S4U or OEM to perform such work, then S4U shall no longer have any further warranty obligations with respect to such Product (see Section 10.2(vii)).

11. **Limitation of Liability.** S4U's total liability arising out of or in connection with this Agreement shall be limited to the total price actually paid by Buyer for the Products covered by the Agreement. The parties acknowledge that the limitations of liability in this Section 11 and in the other provisions of the Agreement and the allocation of risk herein are an essential element of the bargain between the parties, without which S4U would not have entered into the Agreement. S4U's pricing reflects this allocation of risk, and the limitation of liability specified herein. Notwithstanding the foregoing, nothing in this Agreement shall exclude or restrict S4U's liability for (i) death or personal injury resulting from the negligence of S4U or of its employees while acting in the course of their employment; (ii) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 or (iii) fraud or fraudulent misrepresentation.

12. **No Indirect or Consequential Damages.** In no event shall s4u be liable for any damages caused by buyer's failure to perform its obligations, loss of data, loss of revenue, loss of anticipated savings and lost profits, or any incidental, special, indirect or consequential damages whatsoever even if s4u has been advised, knew, or should have known of the possibility of such damages.

13. **Reciprocal Waiver of Claims.** As the Products and Services may be deployed in defense against or to assist in the detection of



an Act of Terrorism before it occurs, S4U and Buyer each agree to waive all claims against the other (including those of or against their officers, directors, employees, subsidiaries, affiliates, agents, subcontractors or other representatives) for losses, including business operation losses, resulting from or related to such Act of Terrorism.

14. **Miscellaneous Provisions.**

14.1 **Remedies.** The remedies described in various sections of the Agreement shall not be deemed the exclusive remedies available to S4U and S4U shall, in addition to all such remedies, also be entitled to all other remedies available to it under law, in equity and as specified elsewhere in the Agreement.

14.2 **Proprietary Rights.** On behalf of OEM, S4U retains all rights, title and interest in and to the Intellectual Property Rights in the Products and any derivative works thereof. Buyer does not acquire any other rights, express or implied, in the Products. "Intellectual Property Rights" means patent, copyright, trademark, trade secret and any other intellectual property rights. Buyer will acquire no rights in S4U Confidential Information (as defined in Section 9.1) which may be included in any derivative work unless expressly agreed otherwise.

14.3 **Relationship Between The Parties.** S4U and Buyer are independent contractors and neither party's personnel are employees or agents of the other party. The Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; the parties shall always be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

14.4 **Marketing Rights.** S4U shall have an unfettered right to issue a press release regarding the sale of Products and provision of Services covered by this Agreement, including disclosing the purchase price, the Products and Services covered, Buyer's name and location, and any other information deemed appropriate at S4U's discretion. Such disclosure, if made by S4U, shall not be deemed a breach of Section 9. Buyer also consents to the use of its name, the location of the Products, the dates on which Products were installed, images of the Products at such location(s) and any other information that S4U deems desirable for the purposes of marketing the Products to other customers and potential customers (collectively, "Information"). Buyer acknowledges and agrees that S4U's use of the Information is unrestricted and therefore may be published for any purpose whatsoever and in any media and in any manner throughout the world, including, without limitation, reproduction, distribution, modification and public performance and display of any works that incorporate the Information, including on Internet websites, on television, on radio, in data sheets, pamphlets, and brochures.

14.5 **No Buyer Press Release.** Buyer shall issue no press release or other public statement of any kind regarding the Products, Services or terms of this Agreement without S4U's express written consent.

14.6 **Construction Waiver.** If for any reason a court or arbiter of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

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14.7 **Notice.** Any notice, request, demand or other communication required or permitted hereunder will be in writing and will be deemed to be properly given upon the earlier of (i) actual receipt by the addressee, (ii) five business days after deposit in the mail, postage prepaid, when mailed by registered or certified airmail, return receipt requested or (iii) two business days after being sent via internationally-recognized private industry courier (e.g., FedEx, UPS, DHL) to the respective parties at the addresses indicated in the S4U Sale Document, (ATTN: President) or to such other person or address as the parties may from time to time designate in a writing delivered pursuant to this Section.

14.8 **No Assignment.** The Buyer may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations under the Agreement without the prior written consent of S4U. Any purported assignment, transfer, delegation or other disposition by Buyer will be null and void. Subject to the foregoing, the Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

14.9 **No Third Party Beneficiaries.** It is not the intention of the parties to confer a third-party beneficiary right of action upon any third party or entity whatsoever, and nothing in this Agreement will be construed to confer upon any third party other than the parties hereto a right of action under this Agreement or in any manner whatsoever.

14.10 **Permits and Licenses.** Buyer shall be required to obtain and maintain all registrations, licenses, permits and/or approvals from relevant authorities, as may be necessary to store and operate the Products purchased by Buyer.

14.11 **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of OEM's country of origin and/or S4U's country of origin. The Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

14.12 **Venue.** Except for matters of injunctive relief, for which either party may initiate proceedings in any court of competent jurisdiction, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be finally and exclusively determined by binding arbitration. The number of arbitrators shall be one. The place of the arbitration shall be Dubai, United Arab Emirates. The arbitration shall be administered by the International Centre for Dispute Resolution in accordance with its International Rules. Judgment on the award rendered by the arbitration proceeding may be entered in any court of competent jurisdiction.

14.13 **Costs of Collection and Other Legal Fees.** If S4U uses a collection agency or pursues itself through legal procedures to collect money owed by Buyer, Buyer agrees to pay the costs of collection incurred by S4U. These costs include, but are not limited to, collection agency fees, attorneys' fees, and arbitration or court costs. If any other legal, including, without limitation, an action for arbitration or injunctive relief, is brought relating to the Agreement or the breach hereof, the prevailing party in any final judgment or arbitration award, or the non-dismissing party in the event of a voluntary dismissal by the party instituting the action, shall be entitled to the full amount of all reasonable expenses, including all court costs, arbitration fees and attorneys' fees paid or incurred.

14.14 **Export Administration.** Buyer acknowledges that export and re-export of the Products is subject to compliance with export control laws, including, but not limited to, the Export Administration Act, the Arms Export Control Act, the International Traffic in Arms Regulations (ITS4U) and other export controls of the United States of America as amended from time to time, the Export Control Act 2002, the Export Control Order 2008, EU Regulation 428/2009 and the Customs and Excise Management Act 1979 and other export controls of the United Kingdom as amended from time to time, and the Strategic Trade Act 2010 and other export controls of Malaysia as amended from time to time (collectively, the "Export Laws") or any other country of origin of the PRODUCT. Buyer covenants that it shall complete, sign and deliver all documents necessary to facilitate the issuance of any export licenses required for any delivery, export and re-export of the Products and related

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technical data and documentation. In addition, Buyer covenants that it shall comply with all export-related instructions provided to it by S4U or by S4U on behalf of OEM regarding the receipt, handling, use and storage of Products. Buyer shall not export or re-export any products, software, technical data, or documentation associated with the Products (including, but not limited to, processes, services, data, and reports derived from the use of the Products) to any country or person to which export or re-export of such items is prohibited by any of the Export Laws without first obtaining the written permission of S4U and from the U.S., U.K., and/or Malaysian government or other governments (as applicable). S4U shall have the right to delay shipments or terminate the Agreement, in whole or in part, and without liability, should S4U not obtain in a timely way all required export licenses and approvals necessary to export the Products. Shipment and delivery timing is also conditioned upon Buyer obtaining, and providing requested evidence to S4U of, all licenses, permits and other governmental authorizations required to receive, handle, use and store the Products (including all radiation producing parts, components or sources) that are required by the countries or local territories through which the Products (including all radiation producing parts, components or sources) may transit, be stored, operated or otherwise used. Buyer represents and warrants that its export privileges are not, and have not within the last five years been, denied, suspended, or revoked in whole or in part by any government, including any agency or department of the U.S., U.K., or Malaysian government or other government of the country of origin of OEM. Buyer further represents and warrants that its name (including any former name) and the name of any current or former director, officer or employee of Buyer, do not appear, and have not within the last five years appeared, on any lists maintained by the U.S., U.K., Malaysian or other government (s) of origin of OEM identifying parties who are subject to export denial orders or who are otherwise restricted or prohibited by such governments from engaging in export transactions.

14.15 **Suspended or Debarred Parties.** Buyer represents, warrants and covenants that it, including its consultants and agents and its and their officers, directors and employees, are not presently, and have not within the past five years, been debarred, suspended or proposed for debarment by any agency or department of the United States Government or otherwise declared ineligible by any agency or department of the United States Government or government (s) of origin of OEM for award of contracts or subcontracts. Buyer covenants that it shall provide S4U immediate written notice if Buyer, including any of its consultants or agents or any of its or their officers, directors or employees hereafter become debarred, suspended or proposed for debarment by any agency or department of the United States Government or otherwise declared ineligible for award of contracts or subcontracts by any agency or department of the United States Government or the government (s) of origin of OEM.

14.16 **Construction.** Sales Terms and Conditions as mentioned in this document shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

14.17 **Anti-Corruption Laws.** S4U and its subsidiaries and affiliates are committed to growing and retaining business ethically and lawfully. This clause is designed to ensure compliance with the United States Foreign Corrupt Practices Act, as amended by the International Anti-bribery and Fair Competition Act of 1998 ("FCPA"), the United Kingdom Bribery Act 2010 ("Bribery Act") and other applicable anti-corruption laws worldwide and their amendments thereafter. Buyer acknowledges that its business activities are subject to the FCPA and the Bribery Act, including all implementing regulations and official guidance. Buyer acknowledges that it has read and is fully familiar with such laws as of the Date of Agreement and covenants that it shall keep itself informed of any new developments in such laws. Buyer further acknowledges that, among other things: (a) the FCPA and Bribery Act generally prohibit the offer, payment or promise of anything of value to any government official in order to obtain or retain any business advantage; (b) such offers, payments or promises include both direct and indirect offers, including if made through any intermediary, family member, agent or other party and (c) compliance with the FCPA and Bribery Act requires that Buyer actively investigate any time it has reason to believe that a violation may have occurred or may occur in the future, even if Buyer has no actual knowledge of a violation.