

SALES REPRESENTATIVE AGREEMENT

This SALES REPRESENTATIVE AGREEMENT (“**Agreement**”), effective as of the date of the last below signature (“**Effective Date**”), is by and between Detector Electronics Corporation, a Minnesota corporation with a place of business at 6901 West 110th Street, Minneapolis, Minnesota 55438 USA (“**Det-Tronics**”), and Telectron Agencies & Trading, a corporation organized and existing under the laws of Abu Dhabi with an office and place of business at Al Salam Street, P.O. Box 2946, Abu Dhabi (“**Sales Representative**”). Det-Tronics and Sales Representative may be referred to individually as a “**Party**” or collectively as the “**Parties**.”

Det-Tronics is a subsidiary of Carrier Global Corporation (“**Carrier**”), a world leader in HVAC, Refrigeration, and Fire & Security solutions. Carrier has created and adopted its Code of Ethics (“**Code**”) as a practical resource focusing on its culture and the values that guide how it operates. A hyperlink to the Code, which constitutes part of this Agreement, is set forth on Exhibit 1. Sales Representative hereby agrees to comply with the Code, which constitutes part of this Agreement.

Definitions

Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in Exhibit 3.

ARTICLE I - APPOINTMENT AND STATUS

- 1.1 Det-Tronics hereby appoints Sales Representative, and Sales Representative hereby accepts, to represent Det-Tronics **non-exclusively** in promoting sales of Products and/or Field Services within the Sales Sector as a Non-Employee Sales Representative for Direct Sales Transactions and/or as a Distributor for Indirect Sales Transactions pursuant to the terms and conditions of this Agreement (Products, Field Services, and Sales Sector are each as defined in Exhibit 2). This appointment does **not** include authorization to engage in Indirect Sales Transactions with any Third Party within the Sales Sector promoting sales of the Products to Customers over the internet. For Sales Intermediaries in the European Union, restriction to the Sales Sector shall apply only to active sales. Det-Tronics reserves the right to market and sell the Products and Field Services and other products and services of Det-Tronics directly to Customers and other sales intermediaries in the Sales Sector.
- 1.2 Sales Representative will use its best efforts to obtain bona fide potential Customers for the Products and/or Field Services within the Sales Sector, which best efforts shall include, without limitation, the following:
- a. Assist Det-Tronics in developing and implementing marketing and action plans for the sale of Products and/or Field Services in the Sales Sector and maintain regular communications with Det-Tronics to advise of market developments pertinent to such plans;
 - b. Propose annual objectives to Det-Tronics which shall be used as the basis for jointly establishing Sales Representative's objectives in the Sales Sector;
 - c. Establish, maintain contact with, and introduce to Det-Tronics bona fide potential Customers of the Products and/or Field Services within the Sales Sector;
 - d. Continually be educated on Products and Field Services, including taking webinars, participating in online tutorials, reviewing all literature and technical data and taking in-person training;
 - e. Assist Det-Tronics personnel:
 - i. during their visits with potential Customers in the Sales Sector;
 - ii. in preparing bids or proposals to such Customers;
 - iii. in negotiating and closing transactions with such Customers;
 - iv. in the timely collection of accounts receivable from Customers; and
 - v. in maintaining good relations with Customers.
 - f. Recommend actions to Det-Tronics to effectuate continued sales opportunities in the Sales Sector;
 - g. Prepare and submit reasonably detailed written quarterly reports describing Sales Representative's activities during the quarter, including, without limitation, Customer contacts, Customer and other third party feedback on Det-Tronics and the Products and/or Field Services, and pertinent market developments; and
 - h. Provide such other assistance as Det-Tronics shall reasonably request;

provided that best efforts shall **not** include any act or omission by Sales Representative that breaches the terms and conditions of this Agreement including, without limitation, Articles III and IV below, or violates the Code or any applicable laws or regulations prohibiting bribery, kickbacks, corruption, conflicts of interest, or unfair competition in the private or public sectors.

- 1.3 Subject to applicable Government regulations relating to the transmittal of such items, including the receipt of any necessary export license and/or other required authorization, Det-Tronics agrees to provide Sales Representative, from time to time, with

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reasonable quantities of literature, technical data, and specifications relating to the Products and/or Field Services for the purpose of assisting Sales Representative in promoting the sale of the Products and/or Field Services within the Sales Sector. Det-Tronics shall, as it deems reasonable, make Det-Tronics personnel available to assist Sales Representative in promoting and supporting specific marketing efforts within the Sales Sector.

- 1.4 Det-Tronics agrees, but is **not** obligated, to consider amending this Agreement from time to time to include other products or services of Det-Tronics that Sales Representative identifies as having a strong likelihood of sales opportunities in the Sales Sector.
- 1.5 In the performance of this Agreement, Sales Representative agrees (a) to act only as an independent contractor and (b) that nothing in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency relationship or franchise between Det-Tronics and Sales Representative. Further, Sales Representative agrees and understands that it is not authorized to enter into, vary, alter, enlarge, or limit orders or contracts on behalf of Det-Tronics; to make any commitments, representations, or guarantees on behalf of Det-Tronics; or to act as a joint venturer, partner, agent, or franchisee on behalf of Det-Tronics for any purpose whatsoever.
- 1.6 Sales Representative acknowledges that it is essential to the interests of Det-Tronics that Det-Tronics have the right to select representatives of Det-Tronics and its Products and Field Services. Except as specifically provided under this Agreement, the interest of Sales Representative in this Agreement shall be non-assignable and Sales Representative shall not, by way of sub-contract, operation of law or otherwise, delegate or otherwise transfer any of its duties owed hereunder. Any attempted assignment, transfer or delegation by Sales Representative shall be wholly void and totally ineffective for all purposes. Det-Tronics has the right to assign any right or interest or delegate any duty hereunder to any Carrier Affiliate. If, for any reason, the foregoing restriction is not operative by operation of law, or order of a court of competent jurisdiction, in no event will there be any assignment, transfer or delegation to any person or entity who or that:
- a. Does not have:
 - i. extensive experience in the sale, installation, maintenance, and repair of the Products and Field Services;
 - ii. its headquarters in the Sales Sector; and
 - iii. trained management, sales, and technical personnel;
 - b. Is in competition in any way with Det-Tronics or its Affiliates; or
 - c. Has a history of an unsatisfactory business relationship with Carrier or any of its Affiliates.
- 1.7 From time to time, Det-Tronics and Sales Representative may agree to Indirect Sales Transactions within the Sales Sector. Sales Representative understands and agrees that:
- a. All Indirect Sales Transactions shall be governed by (i) this Agreement (excepting Article II), (ii) the Terms and Conditions for Sales Contract (“**Ts&Cs**”), and (iii) if involving Field Services, the Field Service Terms and Conditions (“**Field Service Ts&Cs**”). Hyperlinks to the Ts&Cs and Field Service Ts&Cs, each of which constitutes part of this Agreement, are set forth on [Exhibit 1](#).
 - b. Det-Tronics shall be under no obligation to pay any Commission or any other form of compensation to Sales Representative in connection with any Indirect Sales Transaction.
- 1.8 Det-Tronics reserves the right, in its sole discretion, to decline to issue proposals or to prepare bids or, at any time, to withdraw any proposal or bid or to cease negotiations related to any Direct Sales Transaction or Indirect Sales Transaction. In such event, Det-Tronics shall not be liable to Sales Representative for any Commission or Indirect Sales Transaction lost by virtue of Det-Tronics’ decision, and Sales Representative hereby knowingly and willingly waives any claim or right of action for such lost Commission or Indirect Sales Transaction.

ARTICLE II – CONTINGENT COMPENSATION

- 2.1 This Article II shall not apply to any Indirect Sales Transaction.
- 2.2 In the event of a Direct Sales Transaction with a Customer in the Sales Sector as a direct result of the efforts of Sales Representative during the Term (as defined in Article 5.1), Det-Tronics shall pay Sales Representative, as the sole consideration for any and all Services rendered under this Agreement, the Commission as defined and specified in [Exhibits 2, 2.1, and 2.2](#) following payment by Customer of the Net Selling Price (as defined in [Exhibit 2](#)) due for the Direct Sales Transaction to Det-Tronics. In the event Customer only pays part of the Net Selling Price due, the Commission paid to Sales Representative shall be proportionate to the Net Selling Price actually collected by Det-Tronics. No Commission shall be paid to Sales Representative on any Direct Sales Transactions to Sales Representative or any other sales intermediary.

- 2.3 No Commission shall be due for Direct Sales Transactions that did not directly result from Sales Representative's Services pursuant to this Agreement. Prior to payment for any Direct Sales Transaction, Sales Representative shall provide, with sufficient detail, the following information:
- a. The Direct Sales Transaction supported;
 - b. The actual Services performed;
 - c. The names of the Sales Representative employees and/or Entities performing the Services; and
 - d. The period of performance.
- 2.4 Subject to the limitations in this Agreement, including, without limitation, those in Article 5.7 below, where a Direct Sales Transaction meets all the criteria in Article 2.2 above, but is entered into or becomes effective with the Customer after the expiration or termination of this Agreement, no compensation is due or payable to Sales Representative.
- 2.5 In the event the direct efforts of Sales Representative result in a Direct Sales Transaction for Products to be delivered outside of its Sales Sector, or the direct efforts of another Det-Tronics sales intermediary result in a Direct Sales Transaction for delivery within Sales Representative's Sales Sector, or in the event that two or more Det-Tronics sales intermediaries claim to be eligible to receive Commissions with respect to a project, Sales Representative shall receive a pro-rata portion (or such other portion as is agreed in writing by the respective sales intermediaries) of the Commission otherwise applicable to such Direct Sales Transaction pursuant to the Commission Schedule listed in Exhibit 2.1. Det-Tronics, acting in good faith and in its sole discretion, shall make the determination of the appropriate allocation of the Commission, taking all circumstances into consideration. Det-Tronics shall notify all affected sales intermediaries of such determination in writing. In no event shall Det-Tronics be obligated to pay Sales Representative any Commissions or other amounts where a dispute exists between or among multiple sales intermediaries as to the amounts due in connection with a Direct Sales Transaction. It is expressly understood, however, that Det-Tronics is not always aware of the number of sales intermediaries whose efforts are involved in securing a Direct Sales Transaction, and that Det-Tronics cannot always control reshipment of Products by a Customer from one territory to another. Det-Tronics shall not be responsible for so splitting Commissions unless Det-Tronics accepts the original order with knowledge of the joint efforts underlying the order or with knowledge of the Customer's intention to reship Products. The total Commission payable by Det-Tronics on any one order, regardless of the number of sales intermediaries among whom it is divided, shall in no case exceed the percentages set forth in Exhibit 2.1.
- 2.6 No Commission shall be payable on (i) sales made by a joint venture or consortium involving Carrier, Det-Tronics, and non-Carrier companies, regardless of Carrier or Det-Tronics participation in such joint venture or consortium, or (ii) any agreements relating to the licensing of any Products.
- 2.7 If any refund, credit or allowance is paid or credited by Det-Tronics for any reason whatsoever to a Customer with respect to any Product and/or Service for which a Commission has been paid or credited to Sales Representative, upon reasonable evidence furnished by Det-Tronics to Sales Representative, a portion of such Commission in an amount equal to the product of the refund, credit, or allowance times the applicable Commission rate shall be, at Det-Tronics' sole option:
- a. Set off by Det-Tronics against other Commissions payable to Sales Representative under this Agreement or any other agreement between Sales Representative and Det-Tronics or any Carrier Affiliate; or
 - b. Promptly repaid by Sales Representative to Det-Tronics.
- 2.8 All Commissions under this Agreement shall be due and payable in the currency of sale or U.S. Dollars at Det-Tronics' discretion to Sales Representative by check or wire transfer to a bank account registered in the name of Sales Representative in the jurisdiction of Sales Representative's formation thirty (30) days after the end of the month during which Det-Tronics collects the Net Selling Price in readily available funds, in accordance with the payment schedule of each respective Direct Sales Transaction. At Det-Tronics' sole discretion, Commissions due may also be netted against accounts receivable outstanding from Sales Representative.
- 2.9 No Commissions shall be payable on sales of Products and Field Services to another division or subsidiary of Carrier or an entity in which Carrier or any of its subsidiaries has a 30% or greater interest.
- 2.10 In competitive situations and special cases where Det-Tronics grants discounts to the existing price list other than those set forth on the Commission Schedule listed in Exhibit 2.1, Det-Tronics reserves the right to pay a reduced or alternative Commission to affected sales intermediaries on that specific transaction.

- 2.11 Sales Representative shall receive Commissions, subject to the conditions set forth in this Agreement, on all Direct Sales Transactions accepted prior to the Termination Date as defined in Article 5.1 from Sales Representative's Sales Sector (subject to the reductions listed in Article 2.13). Except as otherwise provided in this Article, all provisions of this Agreement shall remain in full force and effect until the Termination Date.
- 2.12 Det-Tronics will continue to pay Commissions on orders accepted by Det-Tronics prior to the Termination Date which are shipped, billed and paid for within sixty (60) days following the Termination Date. In no event will the Sales Representative be entitled to receive Commissions on any orders for which Det-Tronics does not receive payment within sixty (60) days of the Termination Date.
- 2.13 Any Commission payable by Det-Tronics to Sales Representative shall be reduced by an amount equal to:
- a. Any Commission previously paid by Det-Tronics to Sales Representative on sales of Products which have since been returned by Customers and as to which Det-Tronics has refunded Customer's purchase price.
 - b. Any Commission paid in error.
 - c. Any Commission previously paid which is attributable to a (i) non-standard or unauthorized price allowance provided by Sales Representative to Customer and not approved in writing by Det-Tronics at time of quotation, or (ii) discount subsequently allowed by Det-Tronics to Customer.
 - d. Any Commission previously paid on sales of Products for which Det-Tronics shall not have been paid in full for reason of Customer insolvency or any other reason.
 - e. Any amounts that are owed and past due to Det-Tronics by the Sales Representative for any orders placed by the Sales Representative for Products, materials or Field Services provided by Det-Tronics to Sales Representative.
- 2.14 Commissions will be paid only in accordance with this Article II and in accordance with the Commission Schedule set forth in Exhibit 2.1 and the Commission Provisions set forth in Exhibit 2.2.

ARTICLE III – COVENANTS

- 3.1 Sales Representative and its employees, officers, and directors shall, at all times in connection with this Agreement:
- a. Act with the highest degree of ethical standards and integrity, and avoid even the appearance of impropriety when representing Det-Tronics and the Products and Field Services;
 - b. Refrain from undertaking any activity on behalf of Det-Tronics or its employees, officers, or directors, that the Code would prohibit Det-Tronics or its employees, officers, or directors from undertaking directly;
 - c. Comply at all times with the Carrier Supplier Code of Conduct ("**Supplier Code of Conduct**") (a hyperlink to the Supplier Code of Conduct, which constitutes part of this Agreement, is set forth on Exhibit 1);
 - d. Comply with all applicable laws and regulations, including, without limitation, those prohibiting bribery, kickbacks, corruption, conflicts of interest, or unfair competition in the private or public sectors;
 - e. Promptly and accurately record in its Books and Records all transactions and expenses related to its representation of Det-Tronics; and
 - f. Comply with all applicable registration and reporting requirements relating to its work for Det-Tronics.
- 3.2 Neither Sales Representative nor its employees, officers, or directors shall, directly or indirectly, at any time:
- a. Offer, promise, attempt to make, or make any Corrupt Payment;
 - b. Offer, promise, attempt to convey or convey any ownership, financial, or other interest (e.g., governance position, employment, consulting, contracting) in Sales Representative to any Carrier employee, Customer, or Government Official; or
 - c. Become a Government Official or an agent of any Government Official during the Term.
- 3.3 Sales Representative agrees to complete all applicable mandatory on-line training and attend applicable in-person training upon reasonable request by Det-Tronics.
- 3.4 If Det-Tronics issues a safety-related communication or announces a product replacement program, remediation, recall or similar action, Sales Representative will use best efforts to cause such program or action to be communicated as rapidly and completely as practicable to its Customers with respect to all Products sold by Sales Representative. Det-Tronics will promptly notify Sales Representative of any laws, regulations, decrees, orders or judgments of courts, tribunals or government agencies of which Det-Tronics is aware that require any Products sold by Sales Representative to be recalled ("**Mandated Recall**"). If the Products are subject to a Mandated Recall, Sales Representative shall be responsible for properly implementing the Mandated Recall. Sales

Representative will provide Det-Tronics with copies of all product liability claims and complaint letters relating to Products within three (3) business days of receipt.

- 3.5 Sales Representative agrees to procure and maintain on an occurrence form basis contractual liability coverage relating to this Agreement with insurer(s) having Best's rating(s) of A- or better, with limits in each case of \$2,000,000. Sales Representative shall promptly, without demand by Det-Tronics, furnish to Det-Tronics a certificate of insurance and renewal certificates of insurance evidencing the foregoing coverage and limits. The insurance shall not be canceled, reduced, or otherwise changed without providing Det-Tronics with at least thirty (30) days' prior written notice. Sales Representative acknowledges that its commercial general liability policy shall afford primary, non-contributory coverage.
- 3.6 Upon reasonable notice, Sales Representative agrees to provide Det-Tronics or an authorized representative of Det-Tronics with sufficient access to its operating sites, personnel, and Books and Records (inspection and reproduction) for Det-Tronics to assess and verify Sales Representative's (a) accounting and business practices relating to Det-Tronics business and Det-Tronics-related transactions; and (b) compliance with this Agreement, all documents listed on Exhibit 1 which constitute part of this Agreement, and applicable laws.
- 3.7 Sales Representative agrees to retain and preserve all Books and Records within the scope of Det-Tronics' audit rights for the later of three (3) years after final payment of Commissions (or transactions in the case of Indirect Sales Transactions) under this Agreement or any longer period required by law. In addition, if this Agreement is completely or partially terminated for any reason, Sales Representative must retain and preserve all Books and Records relating to the work terminated for three (3) years after any resulting final termination settlement, and records relating to claims, disputes, or litigation or the settlement of claims arising under or relating to the Agreement must be made available until such appeals, litigation, or claims are finally resolved.
- 3.8 Sales Representative agrees to provide and execute: (a) annual certifications of compliance with this Agreement; (b) such other documents and instruments as required by law or for performance of this Agreement; and (c) any other certifications or representations reasonably required by Det-Tronics.

ARTICLE IV - REPRESENTATIONS AND WARRANTIES

Sales Representative expressly acknowledges, represents, and warrants to Det-Tronics that as of the Effective Date and on a continuing basis:

- 4.1 The Products are intended for industrial or commercial use only and shall not be sold to consumers;
- 4.2 Sales Representative has fully reviewed and understands the Code and all Services rendered to Det-Tronics in connection with the sale of the Products and/or Field Services have been and will be rendered in strict compliance with the Code;
- 4.3 Any questionnaire, certification, statement, report, interview, or information provided to Det-Tronics by Sales Representative as part of the engagement, approval, or renewal process associated with this Agreement ("**Due Diligence Materials**") constitutes part of this Agreement and is accurate in all respects;
- 4.4 Owners of record do not hold their interests in Sales Representative in trust or for the benefit of others;
- 4.5 Neither Sales Representative nor any of its officers or employees is a Government Official or agent of any Government Official;
- 4.6 No Carrier employee, Customer, Government, or Government Official holds an ownership, financial, or other interest in Sales Representative or otherwise stands to personally benefit from Sales Representative's representation of Det-Tronics;
- 4.7 This Agreement and the work performed by Sales Representative thereunder does not and will not violate or contravene applicable law, including any restrictions (e.g., "revolving door") on Sales Representative's employees arising from any former employment with any Government;
- 4.8 Sales Representative holds all permits, licenses, and authorizations and has made all registrations and reports necessary to conduct business and represent Det-Tronics;

- 4.9 Sales Representative has read and understands the Carrier Supplier Code of Conduct;
- 4.10 Compensation payable under this Agreement is solely for Services rendered by Sales Representative to Det-Tronics and must be used by Sales Representative solely for legitimate and lawful business purposes;
- 4.11 Sales Representative has not offered, promised, made or provided, or attempted to make or provide (a) any Corrupt Payment or (b) any Carrier employee, Customer, Government or Government Official with any ownership, financial, or other interest (e.g., governance position, employment, consulting, contracting) in Sales Representative;
- 4.12 Det-Tronics will rely upon the foregoing representations and warranties in filing reports and tax returns in the United States and other countries; and
- 4.13 Sales Representative agrees to immediately notify Det-Tronics in writing if any Due Diligence Materials furnished to Det-Tronics or any of the foregoing representations and warranties are no longer valid or accurate in any respect.

ARTICLE V – TERM AND TERMINATION

- 5.1 The term of this Agreement shall be for four (4) years from the Effective Date (“**Term**”) and shall automatically terminate upon the fourth anniversary of the Effective Date, unless extended by written agreement in accordance with Article IX herein, or earlier terminated in accordance with Article V herein (“**Termination Date**”).
- 5.2 Sales Representative shall suspend representation of Det-Tronics and promotion of the Products and Field Services immediately upon receipt of any written suspension notice from Det-Tronics and shall not renew representation or promotion until receipt of written renewal notice from Det-Tronics.
- 5.3 Either Party may, at any time, for any reason (with or without cause) unilaterally terminate this Agreement for convenience by providing notice of termination. Termination for convenience shall be effective on the date specified in the notice, provided that the date specified shall be no earlier than thirty (30) days after delivery of the notice.
- 5.4 Det-Tronics may unilaterally and immediately terminate this Agreement for cause if:
- a. In the commercially reasonable opinion of Det-Tronics, Sales Representative, or any employee, officer, or director of Sales Representative, becomes for any reason *persona non grata* in the Sales Sector to any Government, any Government Official, or to any Customer or is accused of wrong-doing or is debarred or suspended by a Government or Government Official;
 - b. Sales Representative has materially breached this Agreement, including, without limitation, Sales Representative’s failure or refusal to comply with law, the Code, or the Supplier Code of Conduct or cooperate with any Det-Tronics audit or investigation;
 - c. Det-Tronics has reason to believe that Sales Representative’s representations or warranties or any Due Diligence Materials are no longer valid or are inaccurate, without prompt written notice and opportunity for correction by Sales Representative;
 - d. Det-Tronics in its sole discretion determines that Sales Representative’s conduct or this Agreement violates or contravenes US law or applicable law in the Sales Sector;
 - e. Sales Representative becomes insolvent, bankrupt, or enters receivership;
 - f. Ownership of Sales Representative changes in a manner which Det-Tronics reasonably determines has either (a) a material adverse effect on this Agreement; or (b) creates a conflict of interest for the Sales Representative or any Carrier employee.
- 5.5 Det-Tronics may suspend and terminate payment of compensation due and owing in event of termination due to Sales Representative’s breach of the covenants or representations and warranties set forth in Articles III and IV.
- 5.6 Upon the expiration or termination of this Agreement, Det-Tronics may at its option repurchase from Sales Representative any or all of the Products then stocked by Sales Representative at Sales Representative's invoiced price of such Products less such an amount to be agreed attributable to diminution in value of such Products by reason of their physical condition and/or obsolescence.

- 5.7 Upon the expiration or termination of this Agreement, all rights, duties and obligations arising out of this Agreement shall end except for:
- a. The right of Sales Representative to receive Commissions from Det-Tronics on previously acknowledged orders in accordance with Article II above except as set forth in Article 5.5 or subsection 5.7(c) below;
 - b. The rights and obligations of the Parties under Articles V through IX hereof;
 - c. The right of Det-Tronics, for one year after the date of the last payment made to Sales Representative in accordance with this Agreement or any successor agreement hereto, to set off or otherwise recover any refund, credit, or allowance paid or credited by Det-Tronics as described in Article II hereof; provided that if Det-Tronics terminates this Agreement pursuant to Article 5.4 above or Sales Representative terminates this Agreement pursuant to Article 5.3 above:
 - i. Both Parties shall immediately be relieved of all of their rights, duties, and obligations hereunder, including the obligation of Det-Tronics to pay any Commissions pursuant to Article II, including Commissions on Direct Sales Transactions entered into prior to the giving of notice of termination;
 - ii. Det-Tronics shall further have the right to recover from Sales Representative any and all Commissions previously paid prior to the giving of the notice of termination if Det-Tronics, acting in good faith and in its sole discretion, determines that Sales Representative has breached any of the terms of this Agreement or has violated any of the covenants of Article III or representations and warranties of Article IV; facilitated conduct of any employee, officer, or director of Det-Tronics or its Affiliates that is a violation of the Carrier Code of Ethics; or violated applicable laws prohibiting bribery, kickbacks, corruption, conflicts of interest, or unfair competition in the private or public sectors; and
 - iii. This Agreement, except for the rights and obligations specified in subsections 5.7(b) and 5.7(c), shall be deemed to be null and void.

ARTICLE VI - NOTICES

All notices required to be given under this Agreement shall be in writing and shall be sent by post (airmail, certified or registered, postage prepaid, courier service), to the addresses set forth below, or to such other individuals or addresses as may be specified in writing by either Party to the other:

To Det-Tronics:

Detector Electronics Corporation
6901 West 110th Street
Minneapolis, MN 55438
Attn: Legal Department

To Sales Representative:

Telectron Agencies & Trading
Al Salam Street, P.O. Box 2946
Abu Dhabi
Attn: Hani Kobty

ARTICLE VII - PROPRIETARY INFORMATION

- 7.1 At all times during the Term of this Agreement and for a period of five (5) years after the expiration or termination hereof, Sales Representative shall treat as confidential all information, data, documents, technical information, and other material received from Det-Tronics during the Term of this Agreement (collectively, “**Information**”), and will not (i) disclose the Information, or any part thereof, except to employees of Sales Representative as is strictly necessary to Sales Representative’s performance of this Agreement or (ii) use the Information except for Det-Tronics’ benefit in direct support of Sales Representative’s performance of this Agreement. Sales Representative shall further take appropriate steps to ensure that each of its employees, officers, and directors to whom it may disclose the Information, or part thereof, is contractually bound to Sales Representative to carry out the obligations of Sales Representative set forth in the preceding sentence. The obligations described in this Article VII shall not apply to any part of the Information known to Sales Representative or to its employees prior to the date of its receipt from Det-Tronics or which is disclosed to Sales Representative in good faith by an independent third party which is not under comparable obligations of confidentiality or secrecy to Det-Tronics or if the Information enters the public domain through no fault of Sales Representative or if the Information is required to be disclosed pursuant to a court order, a lawful governmental request, directive, or action or a judicial action.
- 7.2 Det-Tronics and Sales Representative reserve the right to disclose the terms of this Agreement, including the compensation payable hereunder, if requested in writing by an agency or department of the U.S. Government or the Government(s) of the Sales Sector or the country where Sales Representative is located. Each Party shall notify the other in writing of any request for such disclosure, unless it is directed in writing not to do so by the requesting government agency or department.

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- 7.3 Upon the expiration or termination of this Agreement, Sales Representative shall (i) return or destroy all documents containing Information and (ii) shall remove any references to Carrier, Det-Tronics and their respective Affiliates from any web site, marketing materials or other documentation including, without limitation, any trademarks of Carrier, Det-Tronics or their respective Affiliates. Upon request from Det-Tronics, Sales Representative shall confirm its full compliance with the foregoing in writing to Det-Tronics.

ARTICLE VIII - INDEMNIFICATION

Det-Tronics assumes no liability of any nature or kind to any third party as a result of Sales Representative's conduct in connection with this Agreement, and Sales Representative agrees to defend, indemnify, and save harmless Det-Tronics and its Affiliates and their shareholders, employees, officers, and directors from any suit, claim, action, loss, liability, judgment, award, expense (including attorneys' fees), or damage whatsoever arising out of, relating to, or caused by (i) Sales Representative's performance or non-performance under this Agreement or (ii) Governmental or internal investigation into any activity or matter relating to the Sales Representative.

ARTICLE IX - GENERAL TERMS

- 9.1 The internal substantive law of the State of Minnesota, USA, without regard to its provisions as to choice of law, shall apply and bind the Parties in any and all questions, disputes or interpretation of or arising out of this Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, shall be excluded.
- 9.2 In order to expedite and control the cost of any dispute, the Parties agree that any legal or equitable claim relating to this Agreement ("**Claim**") will be resolved as follows:
- a. **Informal Resolution**. The Parties will first try to resolve any Claim informally through representatives of each Party with decision-making authority. Accordingly, neither Party may submit a Claim to mediation for at least 60 days after one Party notifies the other of a Claim in writing.
 - b. **Mediation**. If a Claim cannot be resolved informally pursuant to subsection 9.2(a) above, the Parties may submit the Claim to confidential mediation for a good faith resolution. The mediation must be administered by the American Arbitration Association under its Commercial Mediation Rules and shall take place in Minneapolis, Minnesota. The mediation shall commence upon the Parties' provision of a joint, written request for mediation to the mediation service. Such request shall include a sufficient description of the Claim and relief requested. Each Party shall cooperate with the mediation service in all reasonable respects and participate in good faith wherever required. Mediation fees and expenses shall be borne equally by the Parties. All communications, whether oral or written, are confidential and will be treated by the Parties as compromise and settlement negotiations for the purposes of Federal Rule of Evidence 408 as well as any applicable, corresponding state rules. Notwithstanding the foregoing, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either Party may seek equitable relief, such as an injunction, prior to or during the mediation in order to preserve the status quo and protect its interests during the process. If, after the earlier of: (i) 60 days following the commencement of a mediation hereunder; or (ii) completion of the initial mediation session, the Parties have still not come to a resolution for any reason (including a failure to actually mediate), they shall seek to resolve the Claim by binding arbitration as more fully set forth in subsection 9.2(c) below. Until such time, binding arbitration may not be pursued by either Party.
 - c. **Arbitration**. If a Claim cannot be resolved by mediation pursuant to subsection 9.2(b) above, either Party may commence neutral, binding arbitration. Arbitration shall be conducted on a confidential basis and shall take place before the American Arbitration Association under their Commercial Arbitration Rules in Minneapolis, Minnesota. Each Party shall cooperate with the arbitrator in all reasonable respects and participate in good faith wherever required. Final and binding judgment upon any award rendered by an arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in arbitration shall be entitled to recover its reasonable outside attorneys' fees and related costs. Either Party may seek equitable relief, such as an injunction, prior to or during an arbitration in order to preserve the status quo and protect its interests during the process.
- 9.3 All ancillary agreements between Det-Tronics and Sales Representative shall incorporate the terms of this Agreement, including individual project/transaction Commission Agreements and product purchase and sale agreements for Indirect Sales Transactions.
- 9.4 Sales Representative shall comply with all laws and regulations applicable to U.S. federal Government contracts and all Det-Tronics requirements for business ethics and conduct in contracting with the U.S. Government (including the Carrier Compliance

Plan for Combating Trafficking in Persons). Det-Tronics shall have the right of unilateral termination for cause for Sales Representative's failure to comply with this compliance requirement.

- 9.5 This Agreement represents the entire agreement between the Parties, superseding all previous communications and agreements, either oral or written, between the Parties including without limitation any previous agreement between the Parties with respect to the Sales Representative's role regarding Direct Sales Transactions and Indirect Sales Transactions. No term or provision of this Agreement may be amended, waived, or modified except in a writing signed by duly authorized representatives of Det-Tronics and Sales Representative that expressly makes reference to this Agreement.
- 9.6 Should any part of this Agreement for any reason be declared invalid, unenforceable, or inoperative, such declaration shall not affect the validity of any remaining portion, and such remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion eliminated and the Agreement will be deemed to be amended so as to be enforceable up to but not beyond the limits allowed by law, except that Det-Tronics shall have the right to terminate this Agreement should any part of the Agreement be declared unlawful.
- 9.7 The failure or omission of either Party to require strict compliance with the provisions of this Agreement by the other Party, or to exercise any of its rights or remedies in any circumstance, shall not constitute a waiver by the first mentioned Party of its rights, constitute a precedent, or otherwise affect the interpretation of this Agreement.
- 9.8 Neither Party shall be liable for any loss, damage, payment reduction or delay due to any cause beyond its reasonable control including, but not limited to, acts of Government, labor disputes, strikes, lockouts, lack of shipping space, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, acts of terrorism (whether actual or threatened), vandalism, misuse, abuse, mischief, epidemic, pandemic or acts of God (collectively or individually, "**Force Majeure**"); provided, however, that the Party so delayed will immediately provide notice of the Force Majeure situation and its expected duration to the other Party and use its reasonable efforts to mitigate the impact and effect of the Force Majeure condition.
- 9.9 To ensure compliance with applicable law, Sales Representative agrees to the following:
- a. Sales and distribution of commodities, materials, hardware, software, and technology Sales Representative receives from Det-Tronics pursuant to this Agreement (each a "**Seller Product**" for purposes of this Article 9.9) may constitute an export, reexport, or transfer, and such transactions must be conducted in accordance with the export control, trade, and economic sanctions laws and regulations of the government authorities with jurisdiction over such activities, including the United States Department of the Treasury's foreign assets control regulations (31 C.F.R. Subtitle B, Chapter V, as amended); the United States Department of Commerce's Export Administration Regulations ("**EAR**"); any enabling legislation or Executive Orders relating thereto; and laws and regulations of a similar nature administered and enforced by the European Union, its Member States, and other government authorities with relevant jurisdiction (collectively, "**Trade Control Laws**"). Sales Representative acknowledges the applicability of Trade Control Laws and represents that it will conduct all activities under this Agreement in full compliance therewith. Sales Representative represents that it will not knowingly export, reexport, or transfer Seller Products directly or indirectly to: (1) Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine (each a "**Restricted Country**"); (2) to an individual or entity that is prohibited under Trade Control Laws from receiving the products, including, without limitation, (i) an individual or entity designated on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("**OFAC**") Specially Designated Nationals ("**SDN**") and Blocked Persons List, or the European Union's Consolidated List of Sanctions, or (ii) an entity owned or controlled by such listed party (collectively, a "**Denied Party**"); (3) for an unauthorized end-use including but not limited to activities involving the development, production, use or stockpiling of chemical, biological or nuclear weapons or items capable of delivering such weapons; nuclear or nuclear-sensitive end-uses; missiles or missile-related applications and their delivery systems; microprocessors for military end uses; maritime and nuclear propulsion end uses; unmanned air vehicles; deep water, Artic offshore, or shale projects that have the ability to produce oil; or (4) otherwise in violation of Trade Control Laws.
 - b. Sales Representative represents and warrants that neither it nor its respective directors, officers, employees, or affiliates is: (1) located, organized, or resident in a Restricted Country; or (2) a Denied Party.
 - c. Sales Representative shall conduct reasonable diligence to verify its customers' or end-users' identity and location and confirm the intended end-use of the Seller Products (collectively, "**End-User Diligence**"). Sales Representative's End-User Diligence must be sufficient to identify and prevent unauthorized transactions, including those involving Restricted Countries and Denied Parties. Sales Representative shall promptly notify Det-

- Tronics of any transactions involving the foregoing, or other violations of Trade Control Laws with respect to Seller Products or related services.
- d. Det-Tronics will not provide warranty, repair, replacement, or guarantee services for Seller Products in Restricted Countries, to Denied Parties, or otherwise in violation of Trade Control Laws. If Sales Representative extends to its customers any warranty that is broader in scope than the limited warranty provided by Det-Tronics, Sales Representative shall be solely responsible for any and all costs, expenses, liabilities, obligations, and damages resulting from the extension of such warranty.
 - e. For Det-Tronics' compliance purposes only, Sales Representative shall promptly provide to Det-Tronics upon request information pertaining to Sales Representative's Export of Seller Products, including, without limitation, description, volume, value, customer and/or end-user, transaction date(s), and details of service(s).
 - f. Det-Tronics has the right to terminate this Agreement effective immediately in the event of any of the following: (1) Sales Representative becomes a Denied Party; (2) Sales Representative violates Trade Control Laws with respect to any of the activities subject to this Agreement; or (3) Det-Tronics reasonably determines that its Trade Control Laws compliance obligations prohibit Det-Tronics' performance (each a "**Trade Controls Event**"). Termination under this clause shall be deemed a termination for just cause, relieving Det-Tronics of any obligation to make further sales or provide further services (including warranty, repair, replacement, or guarantee services) under this Agreement, or to deliver any Products to Sales Representative.
 - g. Sales Representative shall hold Det-Tronics harmless against all liabilities, and, to the extent permitted by Trade Control Laws, indemnify Det-Tronics for all costs, expenses, damages, and losses incurred by Det-Tronics arising from a Trade Controls Event. In no event shall Det-Tronics be liable for any special, incidental, exemplary, or consequential damages, including but not limited to, lost profits, fines, or penalties imposed on Det-Tronics by relevant governmental authorities, arising in connection with its performance under this Agreement, including but not limited to delays, fees, or limitations imposed in connection with Trade Control Laws.

ARTICLE X – BUSINESS PLANNING AND PERFORMANCE

- 10.1 Sales Representative is responsible for developing and implementing an annual business plan that describes in detail the orders/sales plan for the current calendar year in the Sales Sector ("**Business Plan**"). Sales Representative will work with the assigned Det-Tronics Regional Sales Manager ("**RSM**") to set measurable and achievable goals and objectives for the calendar year as well as the medium term (3-5 years). The plans must be presented before the start of the year at issue and finalized no later than the end of March (Q1) of that year. The Business Plan should contain at least the following items:
 - a. Orders Plan (fixed for the year) and Latest Estimate (updated monthly or quarterly)
 - b. List of top Customers with orders plan for each of them and previous year results
 - c. List of previous year's top orders (projects) won and lost
 - d. List of current year's top must win projects
 - e. List of current projects and proposals in the pipeline
 - f. List of top new target accounts and an orders plan for each of them
 - g. Overview of top competitors in the market along with estimated sales broken down by flame, gas, and systems
 - h. List of top goals for the year with a paragraph detailing plan to achieve them
 - i. Additional items necessary in order to manage and grow business together
- 10.2 Sales performance will be assessed based on mutually planned goals and strategies for the Sales Sector made at the beginning of each calendar year for the calendar year period. These goals and strategies will be part of the signed Business Plan. Appropriate adjustments will be made during the Term of this Agreement in the goals and strategies to take into account material events and circumstances affecting the representation, such as positive or negative changes in external business and economic conditions or the introduction by Det-Tronics of additional Products, Field Services and programs. Performance reviews will be done annually and reviewed quarterly (or semi-annually) by/with Det-Tronics as required based on performance.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate (each of which duplicates shall be deemed to be an original) as of the dates set forth below, to be effective as of the Effective Date.

DETECTOR ELECTRONICS CORPORATION

Telectron Agencies & Trading

By: _____

By: _____

Typed Name: _____

Typed Name: Karim Kobty

Title: _____

Title: Commercial Director

Date: _____

Date: 14-Nov-2022

EXHIBIT 1

The following documents constitute part of this Agreement; accordingly, all sales of Products or Field Services and the rights and obligations of the Parties pursuant to this Agreement are subject to these documents. Det-Tronics reserves the right, at its sole discretion, to change, revise, add to, remove from, and otherwise edit any of these documents at any time by updating the document located at the respective hyperlink. Any removal of and/or changes, revisions or additions to any document are effective at the time the document is updated. For this reason, it is your responsibility to, and Det-Tronics encourages you to, regularly check these documents for updates. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND ANY OF THESE DOCUMENTS, THE THEN-CURRENT VERSION OF THE RESPECTIVE DOCUMENT SHALL CONTROL.

Code: https://www.corporate.carrier.com/Images/Carrier_Code_of_Ethics_03242020_tcm558-76502.pdf

Terms and Conditions for Sales Contracts (Ts&Cs):

https://www.det-tronics.com/content/documents/Det_Tronics_Terms_and_Conditions_of_Sale_AMERICAS_Nov012021FINAL.pdf -->Det-Tronics Terms and Conditions of Sale - Americas - Nov012021

Field Service Terms and Conditions (Field Service Ts&Cs):

<https://www.det-tronics.com/Content/Documents/field-service-terms-and-conditions.pdf>

Supplier Code of Conduct:

https://www.corporate.carrier.com/Images/Carrier-Supplier-Code-of-Conduct-07-2020-English_tcm558-81504.pdf

EXHIBIT 2

I. Products and Field Services

A. Products:

- i. Flame, gas, and systems products manufactured by Det-Tronics and listed in the current version of catalog #79-0009 (“**Det-Tronics Manufactured Products**”)
- ii. All flame, gas, and systems products sold by Det-Tronics other than Det-Tronics Manufactured Products, including, but not limited to, custom engineered products, product/project related programming, product/project start-up assistance, and equipment manufactured in whole or in part by a third-party (e.g., Q9001 swivel mounts and PM-5MP+ flame detectors) (“**Det-Tronics Engineered Products**”)

B. Field Services: Installation, maintenance, or repair services provided by Det-Tronics at a Customer site where the Products are installed. Field Services and training services are commissionable only when expressly so agreed by Det-Tronics prior to performance and promoted, quoted, and sold jointly with Det-Tronics involvement.

II. Sales Sector

A. Geographical/Business Area: United Arab Emirates (UAE)

B. Exceptions/Exclusions: Turbine manufacturers are handled directly by Det-Tronics due to the nature of OEM accounts. These accounts include but are not limited to Solar Turbines, Rolls-Royce, Alstom, Baker Hughes, Siemens Turbine, GE Aeroderivative, GE Oil and Gas and any other turbine manufacturers.

III. Commission Schedule

The term “**Net Selling Price**” means the selling price of Products or Field Services pursuant to a Direct Sales Transaction, less the following:

- a. All discounts, refunds, credits, and allowances applied to such selling price;
- b. Any charges that may be imposed by any applicable Government;
- c. Any taxes, tariffs, customs or other similar charges that may be imposed by any applicable Government, other than taxes based on income; and
- d. All travel costs incurred by Det-Tronics related to Field Services;

provided that Det-Tronics furnishes reasonable evidence of the foregoing to Sales Representative.

In the event a Direct Sales Transaction is entered into pursuant to Article 2.2, Det-Tronics shall pay Sales Representative the Commission set forth on Exhibit 2.1 on the Net Selling Price as the sole consideration for any and all Services rendered under this Agreement.

IV. Indirect Sales Transaction Discount Details

Where a Sales Representative purchases Products for resale, the following discount to list price applies unless otherwise noted in the price catalog or price lists:

- | | |
|--------------------------------------|---------|
| A. Det-Tronics Manufactured Products | 25% off |
| B. Det-Tronics Engineered Products | 25% off |

Note: There may be Products that are not discountable or that have a lower discount rate; these Products will be classified as such in the Det-Tronics product catalog. Examples include, but are not limited to, the HART/TREX Communicator and the GP16 gas panel.

Exhibit 2.1**COMMISSION SCHEDULE**

Det-Tronics Manufactured Products	
Discount	Commission
0%	20.00%
1%	19.50%
2%	19.00%
3%	18.50%
4%	18.00%
5%	17.50%
6%	17.00%
7%	16.50%
8%	16.00%
9%	15.50%
10%	15.00%
11%	14.50%
12%	14.00%
13%	13.50%
14%	13.00%
15%	12.50%
16%	12.00%
17%	11.50%
18%	11.00%
19%	10.50%
20%	10.00%
21%	9.50%
22%	9.00%
23%	8.50%
24%	8.00%
25%	7.50%
26%	7.00%
27%	6.50%
28%	6.00%
29%	5.50%
30%	5.00%
31%	4.50%
32%	4.00%
33%	3.50%
34%	3.00%
35%	2.50%
36%	2.00%
37%	1.50%
38%	1.00%
39%	0.50%
40%	0.00%

Det-Tronics Engineered Products and Field Services	
Discount	Commission
0%	12.0%
1%	11.8%
2%	11.6%
3%	11.4%
4%	11.2%
5%	11.0%
6%	10.8%
7%	10.6%
8%	10.4%
9%	10.2%
10%	10.0%
11%	9.8%
12%	9.6%
13%	9.4%
14%	9.2%
15%	9.0%
16%	8.8%
17%	8.6%
18%	8.4%
19%	8.2%
20%	8.0%
21%	7.8%
22%	7.6%
23%	7.4%
24%	7.2%
25%	7.0%
26%	6.0%
27%	5.0%
28%	4.0%
29%	3.0%
30%	2.0%
31%	1.0%
32%	0.0%

Exhibit 2.2 - COMMISSION PROVISIONS

1. Det-Tronics may, in its sole and absolute discretion, reduce or eliminate Commissions for equipment or major accessories included within Det-Tronics Engineered Products (e.g., recorders and controllers) in the event the discounts involved and mark-ups permitted do not adequately cover the cost to Det-Tronics of purchasing and reselling such equipment or accessories for a particular job.
2. Det-Tronics may, in its sole and absolute discretion, treat certain Customers (e.g., original equipment manufacturers or industries served by special sales methods) as “reserved,” “direct,” or “house accounts,” on which no Commissions shall be paid by Det-Tronics except in its sole discretion, taking all aspects of Sales Representative’s involvement with the Customer into account.
3. No Commissions will be paid for labor or material related to Field Services or maintenance or repair services completed at our factories if not originally quoted and sold by the Sales Representative.
4. Commission must be earned and supported by documented involvement with each Direct Sales Transaction prior to payment.
5. Commission is only paid directly to Sales Representative and shall not be transferred or assigned.
6. No Commission shall be paid to Sales Representative for Direct Sales Transactions to Affiliates of Det-Tronics without the prior written approval of Det-Tronics.
7. Any splitting of Commission shall be performed in Det-Tronics’ sole and absolute discretion. The standard mechanism used by Det-Tronics for splitting Commission between two or more Sales Intermediaries, from which Det-Tronics may deviate in its discretion, is as follows:
 - a. 25% for Sales Representative in the Sales Sector of the order origination
 - b. 25% for Sales Representative in the Sales Sector of the order destination
 - c. 25% for Sales Representative in the Sales Sector of the engineering resources provided
 - d. 25% for Sales Representative in the Sales Sector of the influence provided
8. Customer “Bill to” addresses established exclusively for accounting purposes are not considered for Commission splits.
9. Any disputes on Commission splits will be resolved by the involved Det-Tronics Regional Sales Managers and Det-Tronics Sales Directors.
10. No Commission claims or adjustments requested by Sales Representative are considered on orders more than 12 months after the ship date.
11. Special Price Request (SPR) forms are available to Sales Representative for documenting project-specific pricing, discounts, and Commission level requests, including but not limited to requests to maintain a minimum Commission level on a strategically priced project to adequately compensate for sales investments. **SPRs must be completed and submitted to Det-Tronics for approval before a formal quotation/proposal is delivered to a Customer.** The maximum discount levels and minimum Commission levels will be established via the SPR, which is typically limited to very competitive situations and should only be used when necessary to meet competition pricing in order to capture specific or strategic projects or Customers.
12. No Commissions shall be paid to Sales Representative for sales directly or indirectly to the U.S. federal government.

EXHIBIT 3 – DEFINITIONS

Affiliate means an Entity (i) that exercises Control over the referenced Entity; or (ii) over which the referenced Entity exercises Control; or (iii) that, together with the referenced Entity, is under common Control of another Entity.

Anything of Value means any tangible or intangible thing of value including, without limitation, goods, services, cash, business gifts, employment, offset agreement, philanthropic donation, political contribution, or sponsored travel.

Books and Records means any and all documents created and maintained by or on behalf of an Entity to record and represent the Entity's business affairs and transactions including, without limitation, accounts, books, journals, ledgers, financial statements, contracts and similar instruments, invoices, payments, and receipts as well as any internal approvals or authorizations and supporting documents related to any of the foregoing.

Control means the power, directly or indirectly, to: (i) vote more than 50% of an Entity's securities having voting power to appoint members of the Entity's governance body; or (ii) direct or cause the direction of an Entity's day-to-day business decisions and policies, whether through the ownership of voting securities, by contract, or otherwise.

Commission means compensation in a Direct Sale Transaction in the form of either a fixed percentage of the net sales price of the products/services sold or a fixed/flat monetary amount, that is conditional in obligation and payment upon consummation by Det-Tronics of the Direct Sales Transaction and receipt by Det-Tronics of all or part of the net sales price, respectively.

Corrupt Payment (also known as corruption, bribery or bribe) means any Facilitating Payment, or Anything of Value authorized, offered, promised, or provided, directly or indirectly, to improperly influence an official or business act or to secure any improper advantage. Corrupt Payment excludes any Anything of Value provided in response to a bona-fide extortionate demand by a Third Party which places a Det-Tronics employee under imminent threat of physical harm.

Customer means any Third Party that purchases and uses or consumes Det-Tronics products or services.

Direct Sales Transaction means a contract for sale of Det-Tronics products or services between Det-Tronics and a Customer.

Distributor means any existing or prospective vendor that is selected or retained to undertake an Indirect Sale Transaction.

Entity means any corporation, limited liability company, partnership, sole proprietorship, trust, or similar entity, or other organization, whether or not "for-profit."

Facilitating Payment means Anything of Value authorized, offered, promised, or provided to a Government Official for the purpose of securing or expediting the performance of a Routine Government Action. Facilitating Payment excludes a fee paid to a Government department, ministry, agency, or bureau in accordance with published guidelines, procedures, or regulations that expressly authorize the performance or expedition of a Routine Government Action upon receipt thereof.

Government means any: government, U.S. or non-U.S., whether at the national, regional, local, or municipal level; Government Aviation Authority (GAA); airline owned or operated by a government; Entity acting in an official capacity on behalf of a government; Entity, company, or business in which the government exerts Control; political party; public international organization (e.g., United Nations, World Bank, World Trade Organization, International Civil Aviation Organization, etc.); or department, agency, subdivision, or instrumentality of any of the foregoing.

Government Official means any employee, officer, director (whether elected or appointed), contractor, consultant, or representative hired/engaged by or authorized to act for or on behalf of a Government or any candidate for any position therein.

Indirect Sales Transaction(s) means a contract for sale of Det-Tronics products or services between Det-Tronics and a sales representative with the intent or result that such sales representative takes title to such products for the purpose of resale (whether or not on its own account) to a Customer.

DET-TRONICS CONFIDENTIAL

Rev. June 1, 2022

Non-Employee Sales Representative (NSR) means any existing or prospective vendor that is selected or retained to assist Det-Tronics in identifying and securing a Direct Sale Transaction, or to provide U.S. Government Marketing or U.S. Government Sales, in each case in exchange for compensation (in any amount, form, or manner).

Routine Governmental Action means an action or approval that a Government Official is duty-bound to perform or provide as a matter of law without discretion.

Service(s) means the time and effort of a vendor whose primary purpose is to perform an identifiable task rather than to furnish an end item of goods or supplies.

Third Party means, with regard to: (i) an individual, any individual that is not an employee of Det-Tronics or any Affiliate of Det-Tronics; (ii) an Entity, any Entity that is not Det-Tronics or an Affiliate of Det-Tronics (for clarity, for the purposes of this Policy, Carrier joint venture partners and vendors, and their respective Affiliates, are Third Parties).