



ASTROPHYSICS™

Dealership Agreement

THIS AGREEMENT (this “Agreement”) effective as of October 17, 2025 (“Effective Date”), is entered into between

Astrophysics Inc. (its parent, subsidiaries and affiliates, jointly “*ASTROPHYSICS*”)
21481 Ferrero Parkway,
City of Industry,
California 91789 USA

And

Protech for Technology and Trading (hereinafter referred to as “*DEALER*”).
Liberty Suites Hotel
Mezzanine Floor, Office No. 2
Bin Mahmoud Area, Zone 22
Doha, Qatar

This Agreement supersedes and replaces all prior agreements between *ASTROPHYSICS* and *DEALER*.

RECITALS:

A. *ASTROPHYSICS* is engaged in the development, manufacture and sale of the x-ray screening systems as more fully described in Exhibit A hereto, which may be amended from time to time by *ASTROPHYSICS* (the “Products”).

B. *DEALER* is experienced in the sale and distribution of the Products and/or other equipment.

C. *ASTROPHYSICS* desires to engage *DEALER* to market, sell, and service the Products in the defined territory, and *DEALER* desires to be engaged to market, sell, and service the Products in the defined territory, in accordance with the terms and conditions hereof.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. DEALER OBLIGATIONS

A) APPOINTMENT OF DEALER: On the basis of the representations made by *DEALER* and subject to the terms and conditions of this Agreement, *ASTROPHYSICS* hereby appoints *DEALER* as an authorized dealer for the marketing, selling and servicing of the Products in the Territory (as defined below), and *DEALER* hereby accepts such appointment.

- B) TERRITORY: *DEALER* shall have the right to sell the Products, on a non-exclusive basis, within the territory consisting of the country set forth in Exhibit A (the "Territory"). *DEALER* shall not sell the Products, directly or indirectly, outside the Territory. *DEALER* will not sell or in any way promote any other x-ray screening systems from other manufacturers in the Territory from the date of this Agreement except as allowed in Section 1(D) herein. *ASTROPHYSICS* shall have the right to sell the Products directly to its House Accounts (defined below) for installation within the Territory and to appoint other dealers, distributors or sales representatives to sell the Product in the Territory.
- C) HOUSE ACCOUNTS: *ASTROPHYSICS* reserves the right to sell Products directly to 1) its own customers within the Territory; 2) institutional or multinational customers outside the Territory, for installation within the Territory; and 3) private label accounts. *DEALER* may be asked to service these Products sold to its House Accounts, the terms of which are to be negotiated.
- D) SALES PERFORMANCE; COMPETITIVE PRODUCTS: *DEALER* shall at all times use its best efforts to sell the Products in the Territory, which shall include assigning one or more persons as necessary, dedicated to the sale of the Products. *DEALER* will maintain a level of sales that shall be reasonably satisfactory to *ASTROPHYSICS*. In evaluating the sales performance of *DEALER*, *ASTROPHYSICS* shall consider the nature and extent of *DEALER*'s competition as well as the level of sales in similar markets. *DEALER* hereby acknowledges that concentrated effort on its part is essential if this Agreement is to realize the success contemplated by the parties. *DEALER* therefore agrees that during the term of this Agreement it will not sell or distribute in the Territory any product that competes directly or indirectly with the Products; provided, however, *DEALER* may sell products sourced from a different manufacturer if *ASTROPHYSICS* is unable to offer *DEALER* a similar product.
- E) PLACING ORDERS:
- 1) FORECASTS: Upon signing of this Agreement, *DEALER* will provide a ninety (90) day sales forecast of the Products. During the term of this Agreement, *DEALER* shall provide *ASTROPHYSICS* with written monthly updates to the forecast of Product sales and purchase requirements for the ensuing ninety (90) days, or more frequently per the requirement of the Astrophysics regional sales director. *ASTROPHYSICS* may terminate this Agreement if *DEALER* fails to provide these forecasts and updates on a timely basis.
 - 2) PURCHASE ORDERS: Each order to *ASTROPHYSICS* shall be a firm purchase order in writing specifying (a) the Products ordered, (b) the quantity of each Product to be purchased, (c) the price of the Products ordered, (d) requested delivery dates, and (e) *DEALER*'s purchase order number. When required by *ASTROPHYSICS*, *DEALER* shall submit a completed and executed End User statement ("End User Statement") in the form attached as Exhibit C, which includes the name of the customer and the location of where the Product will be installed. All purchase orders shall be in writing signed by *DEALER* and sent to *ASTROPHYSICS* by facsimile or email. *ASTROPHYSICS* will review all purchase orders received and will send *DEALER* an order confirmation, in the form attached as Exhibit B (the "Order Confirmation"), for all purchase orders that have been accepted by *ASTROPHYSICS*. No purchase order will be deemed effective until *ASTROPHYSICS* delivers an Order Confirmation. *ASTROPHYSICS* will use its best



efforts to deliver the Order Confirmation or notice of rejection of the purchase order within three (3) business days after the purchase order was placed.

- 3) INVENTORY: *DEALER* may purchase Products to hold in its inventory in order to meet current and anticipated demand in the Territory. Prior to the sale of any Product out of *DEALER*'s inventory, *DEALER* shall notify *ASTROPHYSICS* in writing of such sale setting forth the customer or project name, serial number of the Product and the location where the Product will be installed.
- F) PRICE OF PRODUCTS; TERMS OF PAYMENT: The prices to be paid by *DEALER* for each Product are set forth on Exhibit A. Such prices may be adjusted by *ASTROPHYSICS*, in its sole discretion, upon delivery of a written notice to *DEALER* within sixty (60) days of such pricing change. Such new price shall be applicable to new purchase order from *DEALER* received by *ASTROPHYSICS* after receipt of such notice. All payment for the Products shall be made in U.S. Dollars. The Product prices do not include applicable customs charges and duties; or sales, use, privilege, excise and other similar taxes. *DEALER* shall pay all such customs charges, duties and taxes of any nature, assessed upon, or with respect to any Products purchased from *ASTROPHYSICS*. Payment to *ASTROPHYSICS* by *DEALER* shall be paid as follows (check applicable payment method(s), which shall be determined in the sole discretion of *ASTROPHYSICS*):
- ☒ Irrevocable Letter of Credit or other bank guarantee from a bank acceptable to *ASTROPHYSICS*. Letter of Credit cannot be less than \$100,000 USD or finance charges will apply. Draft of Letter of Credit must be accepted by *ASTROPHYSICS* prior to issuance of final copy.
- ☒ 100% prepay by wire transfer or check from a U.S. bank per details provided in the order confirmation.
- ☐ _____ % at order and _____ % before shipment.
- ☐ Terms: _____ % down payment with placement of order + _____ % Net 30 subject to credit limits as approved by *ASTROPHYSICS* and set forth in Exhibit A. *DEALER* shall pay interest on any past due balance at the pro rated rate equal to 1.0% per month or the maximum rate permitted by law, whichever is less.
- G) RUSH ORDERS: There shall be a fee (the "Rush Order Fee") applied to all rush orders that are ordered with less than thirty (30) days lead time. The Rush Order Fee shall range from 5-10% depending on quantity and model number required and shall be determined in the sole discretion of *ASTROPHYSICS*.
- H) CUSTOM ORDERS: If *DEALER*, or its end-user customer requires a custom order, *DEALER* shall first contact *ASTROPHYSICS* to obtain a quote. The purchase order for any custom order must include such quote. The terms and lead times will be specified on the Order Confirmation.
- I) ORDER CANCELLATION: *DEALER* may cancel any order at any time prior to shipment; provided, however, that custom orders may not be cancelled once *ASTROPHYSICS* has delivered the Order Confirmation. Any cancellation must be in writing. If *DEALER* cancels

an order in whole or in part within 21 days of the originally committed scheduled shipment date, then *DEALER* shall pay *ASTROPHYSICS* a 10% restocking fee.

J) **LEAD TIME:** Lead times will be determined at order confirmation.

K) **STORAGE FEES:** Storage fees of \$50 per day per unit will apply if the shipment of Products is delayed more than two business days due to:

- 1) *DEALER*'s failure to meet payment terms as described in Section 1(E).
- 2) *DEALER*'s failure to arrange for shipment of the finished goods at the scheduled date for any reason.
- 3) *DEALER*'s failure to submit End User Statement as required in Section 1(D).

L) **SALES RESTRICTIONS:** *DEALER* shall under no circumstances sell or arrange to be sold any Products to end users associated with or located in a country sanctioned by the United States as published by the U.S. Department of the Treasury Office of Foreign Assets Control (www.treas.gov/offices/enforcement/ofac/programs/). As of October 17, 2025, the list of countries sanctioned by the United States included Belarus, Central African Republic, Cuba, Iran, Libya, Magnitsky, North Korea, Somalia, Sudan and Darfur. There are also some sanctions that apply to Afghanistan, the Balkans, Burma (Myanmar), Democratic Republic of the Congo, Ethiopia, Hong Kong, Iraq, Lebanon, Mali, Nicaragua, South Sudan, Ukraine/Russia, Venezuela, and Yemen. Failure to comply with these sales restrictions will result in immediate termination of this Agreement, possible initiation of legal proceedings against *DEALER*, and possible prosecution of *DEALER*. Changes to the list of countries sanctioned by the United States will be communicated to *DEALER* by *ASTROPHYSICS* as practicable, provided that *DEALER* shall be responsible for monitoring the list of countries sanctioned by the United States. If *DEALER* learns of any Product that is or has been sold or shipped to any sanctioned country, *DEALER* shall notify *ASTROPHYSICS* immediately.

M) **FINANCIAL STATEMENTS; MONTHLY REPORTING:** If *DEALER* requests net payment terms, within thirty (30) days of the effective date of this Agreement and within ninety (90) days of *DEALER*'s fiscal year end, *DEALER* shall submit to *ASTROPHYSICS* audited financial statements for the previous three (3) years, which shall include balance sheets, income statements, statements of cash flows and the footnotes thereto for the applicable periods. If audited financial statements are not available, such financial statements shall be certified as to their accuracy by the Chief Financial Officer (or an officer performing similar duties) of *DEALER*. At such other times as requested by *ASTROPHYSICS*, *DEALER* agrees to furnish *ASTROPHYSICS* such other financial statements or information in sufficient detail as may be reasonably required by *ASTROPHYSICS* to establish to its satisfaction the financial responsibility of *DEALER* and/or for *ASTROPHYSICS* to obtain credit insurance. *DEALER* shall send to *ASTROPHYSICS* each month a report detailing sales made since the last preceding report, and its inventory on hand, if any.

N) **MARKETING:**

- 1) **MARKETING PRACTICES:** *DEALER* will (a) conduct business in a manner favorably reflecting the name, goodwill and reputation of *ASTROPHYSICS* and the Products; (b) make no false or misleading representation with respect to *ASTROPHYSICS* or the



Products; and (c) diligently promote and sell the Products on a full-time, year-round basis within the Territory.

- 2) **PROMOTION:** During the term of this Agreement, *DEALER* shall be entitled to add the Products to its sales brochures, website and product list. *DEALER* shall promote the Products by participating, at *DEALER*'s expense, in at least one trade show per year in the Territory.
 - 3) **TRADEMARKS AND SERVICEMARKS:** *ASTROPHYSICS* hereby grants permission for *DEALER* to display the Astrophysics trademark in relation to the Products as may be appropriate to market and sell the Products in the Territory. *DEALER* shall not use any portion of *ASTROPHYSICS*' trademark or service mark (collectively "Marks") as part of *DEALER*'s firm, corporate or business name, and shall not use the trademark in any way other than to designate the Products. *DEALER* agrees to obtain the prior written approval of *ASTROPHYSICS* for the manner in which *DEALER* displays the trademark in *DEALER*'s marketing materials and website and at trade shows. *DEALER* hereby acknowledges *ASTROPHYSICS*' proprietary rights in the Marks and undertakes not to do anything, during or after the term of this Agreement that could adversely affect such proprietary rights or the distinctiveness of the Marks. *DEALER* shall exercise reasonable vigilance to detect and shall report to *ASTROPHYSICS* any instances coming to *DEALER*'s attention of infringement by any party of the Marks. This section shall survive the termination or expiration of this Agreement.
- O) **COMPLIANCE:** *DEALER* warrants that it will comply with all applicable U.S. and foreign laws that in any way may relate to the importation, promotion, marketing, sale or distribution of the Products in the Territory, refrain from taking any action that may place *ASTROPHYSICS* in breach of or noncompliance with any laws, regulations, treaties or conventions that apply to its activities or the activities of any party under its control or with which it contracts, including, without limitation, U.S. anti-boycott laws, export licensing requirements and the Foreign Corrupt Practices Act. *DEALER* shall refrain from engaging in any activities that may constitute a breach or noncompliance with any laws, regulations, treaties or conventions that apply to *DEALER*'s activities relating to the Products or the activities of *DEALER* as a distributor of the Products. *DEALER* shall inform *ASTROPHYSICS* of any domestic or international laws or regulations that come into effect and that may render this Agreement illegal or change any of its terms. *DEALER* will obtain any government approval required in the Territory to enable this Agreement to become effective, or to enable any payment hereunder to be made, or any other obligation hereunder to be observed or performed. *DEALER* shall keep *ASTROPHYSICS* informed of the progress in obtaining such government approval.
- P) **DEMONSTRATION UNIT:** If *DEALER*'s forecast for sales of Products in the Territory is greater than \$250,000 USD for any consecutive twelve (12) month period during the term of this Agreement, *DEALER* shall purchase an appropriate model Product for its inventory to be used to demonstrate quality and performance of the Products to potential customers and to be displayed at tradeshow events. Such Product can be sold at any time; provided, however, that at least one Product shall always be available in *DEALER*'s stock to satisfy the above requirements.



- Q) **TECHNICIAN CERTIFICATION:** *DEALER* must have at least one (1) Certified Technician on its staff during the term of this Agreement. A "Certified Technician" is someone who has successfully passed an *ASTROPHYSICS* maintenance certification exam within the past eighteen (18) months. Certifications are not transferable and will (i) expire after 18 months, (ii) terminate when employment with *DEALER* ends, or (iii) terminate when *DEALER* relationship ends. *DEALER* agrees that having knowledgeable, trained technicians are necessary to fulfill its warranty obligations under this Agreement and will dispatch only Certified Technicians to install and service a Product. Non-certified technicians may be sent to an *ASTROPHYSICS* training facility for certification. In cases where the *DEALER* cannot send technicians to a training facility, arrangements may be made with *ASTROPHYSICS* to provide on-site training. *DEALER* will be charged additional fees for such on-site training. *DEALER* assumes responsibility for all transportation, accommodation and other costs associated with the training.
- R) **EQUIPMENT INSTALLATION:** *DEALER* is responsible for all installations of Products unless agreed to by both *ASTROPHYSICS* and *DEALER* at the time of order and specified in the purchase order and Order Confirmation. Installations must be performed by a Certified Technician and an installation report must be generated for every installation. All installation reports signed by the Certified Technician must be forwarded to *ASTROPHYSICS* within one (1) week from the date of installation. Upon receipt of the installation report, *ASTROPHYSICS* will issue a warranty certificate and forward it to *DEALER*. *DEALER* shall be responsible for forwarding such warranty certificate to the end-user. Installation includes initial uncrating, turning on, testing, adjusting, conducting performance verification, conducting a radiation survey and delivering the equipment 'turn key' to the end user. In all cases, *DEALER* is responsible for the acceptance of the Product. Terms of system acceptance are to be negotiated between *DEALER* and the end-user.
- S) **CORRECTIVE MAINTENANCE:** *DEALER* shall be responsible for conducting corrective maintenance on all Products sold by *DEALER* during the warranty period. All maintenance shall be performed by a Certified Technician. At a minimum, *DEALER* must provide technical phone support to its customers during regular business hours local time with a two (2) hour technical phone support response time from moment of initial contact. On-site service support should be provided when needed but no later than three (3) business days from the moment of initial contact. *DEALER* is responsible for purchasing and maintaining a minimum tool kit for servicing the Products, which must include a radiation meter and a digital scope. Upon placing any orders for complete Products, which in the aggregate exceed \$100,000 USD, *DEALER* shall purchase appropriate spare parts to maintain the Products purchased. Additional spare parts should be procured as the number of installed systems increase.
- T) **INSURANCE:** *DEALER* shall obtain and maintain a policy of comprehensive business liability insurance, including public liability and property damage insurance, issued by an insurer and with limits of liability reasonably acceptable to *ASTROPHYSICS*. *DEALER* shall furnish *ASTROPHYSICS* with a certificate of insurance evidencing such insurance promptly after execution of this Agreement and from time to time thereafter promptly after request from *ASTROPHYSICS*.
- U) **INDEMNIFICATION:** *DEALER* shall indemnify, defend and hold harmless *ASTROPHYSICS* and its officers, director, shareholders, affiliates, agents, representatives, employees, successors and assigns (collectively, the "Related Parties") from and against any and all liabilities, losses,



damages, injuries, costs, expenses, causes of action, claims, suits, demands, legal proceedings, assessments and similar matters, including without limitation attorneys' fees, resulting from or arising out of the failure or negligence of *DEALER* to fully and completely perform and comply with its obligations hereunder or any act or omission of *DEALER* or any of *DEALER*'s officers, director, shareholders, affiliates, agents, representatives, employees, successors and assigns.

2. *ASTROPHYSICS* OBLIGATIONS

- A) **ORDER PROCESSING:** *ASTROPHYSICS* will use its best efforts to forward an Order Confirmation or rejection of a purchase order to *DEALER* within three (3) business days of receiving the purchase order. Upon acceptance of a purchase order, *ASTROPHYSICS* will send an Order Confirmation to *DEALER*, which will include all terms and conditions of the order. No purchase order will be effective until an Order Confirmation is delivered to *DEALER* by *ASTROPHYSICS*.
- B) ***ASTROPHYSICS* PRODUCT OFFERINGS:** *ASTROPHYSICS* agrees to take reasonable actions to support *DEALER*'s marketing and sales activities in the Territory. Without limiting the generality of the foregoing, *ASTROPHYSICS* agrees:
- a. To make available to *DEALER*, free of charge, a reasonable quantity of Product literature and promotional material used by *ASTROPHYSICS* as requested by *DEALER*. *DEALER* is authorized to reproduce or edit this literature and material, and to make needed translations thereof as may be appropriate for the Territory, at *DEALER*'s expense; provided, however, *ASTROPHYSICS* shall have the right to approve such literature and material prior to its exposure to potential customers, which approval will not be unreasonably withheld.
 - b. To answer promptly questions concerning the Products or their applications that *DEALER* may submit to *ASTROPHYSICS* in connection with the marketing and sale of the Products.
 - c. To endeavor to manufacture the Products to meet *DEALER*'s orders; provided, however, that *ASTROPHYSICS* reserves the right to allot its production as it deems best.
- C) **BID AND TENDER SUPPORT:** *ASTROPHYSICS* shall assist in the completion of tender documents and technical responses in support of *DEALER*. To provide this service, *ASTROPHYSICS* shall be given a minimum of ten (10) working days to respond. The documents must be furnished to *ASTROPHYSICS* in English and *ASTROPHYSICS*' response will be supplied in English. If this response period is less than ten (10) days and the expedited timetable is due to the delay of the *DEALER* in furnishing documents to *ASTROPHYSICS*, *ASTROPHYSICS* will charge *DEALER* \$350 per day less than the ten to expedite the response.
- D) **SERVICES:** *ASTROPHYSICS* may at its sole option and at the request of *DEALER* provide technical support, training or other services to *DEALER* or its customers. *ASTROPHYSICS* will make such services available to *DEALER* on an as-needed basis, but shall have no obligation to perform or supply any requested services. The fees charged for such services will be determined in the sole discretion of *ASTROPHYSICS* upon such request.
- E) **PARTS WARRANTY:** *ASTROPHYSICS*' obligations with respect to the Products are strictly limited to the standard warranty (the "Standard Warranty") set forth in Exhibit D hereto. Without limiting the generality of the foregoing, the Standard Warranty does not include labor costs incident to the replacement of defective parts. *DEALER* agrees to cooperate fully with



ASTROPHYSICS in carrying out the Standard Warranty, in accordance with the procedures that may be specified in writing by *ASTROPHYSICS* from time to time. *DEALER* shall not modify any of the Products without the specific written permission of *ASTROPHYSICS*, which will not be unreasonably withheld if such modification would be important to meet market or legal requirements within the Territory while, at the same time, not adversely affecting the performance of the Products. Any modifications to the Products performed in the Territory by *DEALER* pursuant to this paragraph will fall outside *ASTROPHYSICS*' Standard Warranty, and will be the sole responsibility of *DEALER*.

- F) **WARRANTY TECHNICAL SUPPORT:** *ASTROPHYSICS* shall provide technical assistance by phone or email for repairs on all Products that are still under warranty in accordance with the terms and conditions of the Standard Warranty set forth in Exhibit D hereto.
- G) **DOCUMENTATION:** *ASTROPHYSICS* will make available to *DEALER* supporting documents in English (such as manuals) for each of the Products. *ASTROPHYSICS* will make available to *DEALER* all forms used for the installation, maintenance and servicing of Product.
- H) **EXTENDED WARRANTY:** *ASTROPHYSICS* may, in its sole discretion, make available to *DEALER* extended parts warranty upon request.
3. **TERM:** The initial term of this Agreement shall commence on the date of *DEALER*'s signature on this Agreement, and unless modified or earlier terminated, shall continue until December 31, 2025 following the signature date at which time this Agreement shall automatically renew for additional twelve (12) month period(s) every January 1st thereafter, unless sixty (60) days written notice to the contrary is provided either by *DEALER* or *ASTROPHYSICS* prior to the expiration of the applicable term. Notwithstanding the foregoing, *ASTROPHYSICS* shall have the right to immediately terminate this Agreement by giving written notice to *DEALER* upon the breach by *DEALER* of any term of this Agreement and any such breach continues for a period of ten (10) days after *DEALER* has been notified in writing of such breach. This Agreement shall terminate immediately without any notice or other action on the part of *ASTROPHYSICS* or *DEALER* if: a custodian, trustee or receiver is appointed for *DEALER* or its property; *DEALER* becomes insolvent or unable to pay its debts as they mature or ceases to pay its debts as they mature in the ordinary course of business, or makes an assignment for the benefit of creditors; any proceedings are commenced by or for *DEALER* under any bankruptcy, insolvency or debtor's relief law; any proceedings are commenced against *DEALER* under any bankruptcy, insolvency or debtors' relief law, and such proceedings have not been vacated or set aside within forty-five (45) days from the date of commencement thereof; or *DEALER* is liquidated or dissolved.
4. **EFFECT OF TERMINATION:** Upon termination of this Agreement for any reason, *DEALER* shall immediately cease its activities hereunder. The termination of this Agreement shall not affect the obligations of either party for any existing order issued under this Agreement. The existing orders shall continue in effect as though the Agreement had not been terminated, unless otherwise agreed to by both parties. Termination of this Agreement for any reason shall not affect any other obligations that have accrued as of the date of termination, as well as those obligations that, from their context, are intended to survive the termination of this Agreement, specifically including those obligations relating to confidential information. Upon termination of this Agreement, *ASTROPHYSICS*, in its sole discretion, shall have the right to repurchase from



DEALER any Product held in *DEALER*'s inventory. The repurchase price shall be the net price paid by *DEALER*, less any price reductions actually received by *DEALER*.

5. **DELIVERY:** All Products are priced ex-works City of Industry, CA, USA unless otherwise specified and approved by *ASTROPHYSICS* in the Order Confirmation. Upon mutual agreement, *ASTROPHYSICS* reserves the right to make partial shipments. Delivery schedules given by *ASTROPHYSICS* are estimates. If *ASTROPHYSICS* accepts *DEALER*'s individual purchase order, which specifies a required delivery/ex-factory date, *ASTROPHYSICS* shall apply its best effort to meet that schedule. *ASTROPHYSICS* is not responsible for any direct, indirect or consequential costs or damages incurred by *DEALER* that were caused by late deliveries unless otherwise agreed to by *ASTROPHYSICS* in writing at the time of purchase.
6. **PRODUCT CHANGES:** *ASTROPHYSICS* reserves the right, at any time, and from time-to-time, to make substitutions and modifications to the Products upon thirty (30) days prior written notification to *DEALER*. *ASTROPHYSICS* reserves the right, without incurring any liability, to discontinue the manufacture, sale or support of any Product covered by this Agreement. *ASTROPHYSICS* agrees to provide *DEALER* with sixty (60) days prior written notice of discontinuance of any Product.
7. **END-USER SOFTWARE LICENSE:** With each Product purchased, the end-user will be granted a limited license to use the software ("Software") installed on such Product. *ASTROPHYSICS* will provide a limited warranty to the end-user on the Software whereby *ASTROPHYSICS* will only be responsible for fixing or replacing the Software on the applicable Product if necessary. *DEALER* and the end-user shall not modify the Software or use the Software for any purposes other than use with such Product.
8. **LIMITATION OF LIABILITY:** The warranties and remedies provided herein are *DEALER*'s sole remedies for *ASTROPHYSICS*' liability of any kind, whether in contract or in tort, arising from the Product or services provided hereunder. In no event shall *ASTROPHYSICS*' liability to *DEALER* for damages of any nature exceed the purchase price of the applicable Product. In no case shall *ASTROPHYSICS* have any liability for Product for which *DEALER* has not received payment when due. *DEALER* HEREBY WAIVES ALL INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFIT, ARISING UNDER THIS AGREEMENT OR THE WARRANTY SET FORTH IN EXHIBIT D ATTACHED HERETO OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **CONFIDENTIAL INFORMATION:** *DEALER* agrees to maintain in confidence and, not to disclose, reproduce, or copy any software, hardware, materials or specifications that are provided to *DEALER* by *ASTROPHYSICS* hereunder. Confidential Information also includes classified information, technical data or defense services related to defense articles on the U.S. Munitions List, which is subject to export control under the International Traffic in Arms Regulations (22 CFR 120-130). *DEALER* agrees that Confidential Information subject to ITAR will not be further disclosed, exported, or transferred in any manner to any foreign national or any foreign country without prior written approval of the Office of Defense Trade Controls, U.S. Department of State and in accordance with U.S. government security and customs regulations. Each party also agrees to use the other party's confidential information only as authorized in this Agreement and to use diligent efforts, and at least the same degree of care used to protect its own



confidential information, during the term of the Agreement and following its expiration or termination.

10. DATA AND PROPRIETARY RIGHTS: *ASTROPHYSICS* retains for itself exclusively all proprietary rights (including manufacturing rights) in and to all designs, engineering details, and other data pertaining to the Products, and to all discoveries, inventions, patent rights, products, and all other property rights arising out of work done solely by *ASTROPHYSICS*. A copyright notice on any data does not by itself constitute or evidence a publication or public disclosure.

11. REPRESENTATIONS AND WARRANTIES OF *ASTROPHYSICS*

- A) *ASTROPHYSICS* is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. *ASTROPHYSICS* has the corporate power to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby.
- B) No consent, authorization or waiver by, or filing with, any governmental agency or any other person is required to be obtained or made by *ASTROPHYSICS* in connection with the execution or performance of this Agreement or the taking of any action contemplated hereby.
- C) *ASTROPHYSICS* represents that as of the date hereof it has no present intention of dissolving or liquidating *ASTROPHYSICS* within the initial term of this Agreement.

12. REPRESENTATIONS AND WARRANTIES OF DEALER

- A) *DEALER* is a Corporation duly organized, validly existing and in good standing under the laws of Qatar. *DEALER* has the power to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The persons executing this Agreement on behalf of *DEALER* have been granted the necessary corporate authorizations by the corresponding corporate body.
- B) No consent, authorization or waiver by, or filing with, any governmental agency or any other person is required to be obtained or made by *DEALER* in connection with the execution or performance of this Agreement or the taking of any action contemplated hereby.
- C) That the execution on the part of *DEALER* of this Agreement or the performance of any obligation herein contained will not conflict with or result in any breach of any law, regulation, obligation, duty, agreement, corporate documents or other instrument having jurisdiction over the subject matter of this Agreement, or the *DEALER*.

13. PATENT INDEMNITY

- A) *ASTROPHYSICS* will indemnify and hold *DEALER* harmless against any claim or demand by any third party, including reasonable attorney's fees, that any Product provided to *DEALER* hereunder, infringes any copyright, patent, trade secret, or other intellectual property right under the laws of the United States. If a claim occurs, or in *ASTROPHYSICS*' opinion, is likely to occur, *ASTROPHYSICS* will, at its option and expense, use reasonable efforts to: (a) procure for *DEALER* the right to continue using the Product; or (b) replace or modify the

infringing Product so that it becomes non-infringing, provided that the Product specifications or performance are not materially and adversely affected by such replacement or modification.

- B) Indemnification by *ASTROPHYSICS* under this Section 13 is conditioned upon the following: (a) *DEALER* promptly notifies *ASTROPHYSICS* in writing of any claim; (b) *ASTROPHYSICS* has sole control of the defense and all related settlement negotiations; and (c) *DEALER* cooperates, at *ASTROPHYSICS*' expense, in the defense, and furnishes *ASTROPHYSICS* with all related evidence in its control.
- C) The indemnification under this Section 13 is limited to the Product delivered to *DEALER* and the limitations set forth in Section 8 above, and does not cover: (a) third party claims arising from modifications to the Products not authorized by *ASTROPHYSICS*; (b) use of the Products by *DEALER* in combination with devices or products not purchased and/or licensed hereunder where the Products, if not so used, would not be infringing; or (c) use of the Products by *DEALER* in an application or environment for which such Products were not designed or contemplated.
14. **FORCE MAJEURE:** Neither party shall be liable to the other party for any alleged loss or damages resulting from delays in performance (including loss or damages resulting from delivery of the Products being delayed) caused by any act of God, fire, casualty, flood, war, failure of public utilities, injunction, or any act, exercise, assertion, or requirement of governmental authority, earthquake, labor strike, riot, accident, shortage, delay in transportation, or any other cause beyond the reasonable control of the party invoking this provision. If such party shall have used its best efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.
15. **RETENTION OF SECURITY INTEREST:** Until the full purchase price for each Product is paid in full, *ASTROPHYSICS* shall retain a purchase money security interest in each Product. *DEALER* shall perform all acts and execute and deliver all documents that *ASTROPHYSICS* may request to permit the creation, attachment, perfection and continuation of such security interest. Without limiting the foregoing, *ASTROPHYSICS* is hereby authorized to file or record, without *DEALER*'s signature, this Agreement or any applicable financing statement under the California Uniform Commercial Code, or any other applicable foreign, state or local law showing *ASTROPHYSICS*' interest in the Products.
16. **GOVERNING LAW:** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.
17. **SUCCESSOR AND ASSIGNS:** This Agreement is assignable by *ASTROPHYSICS* upon thirty (30) days prior written notice to *DEALER*. *DEALER* may not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder to any party without the prior written consent of *ASTROPHYSICS*. For purposes of this Agreement, a change in ownership of more than twenty-five percent (25%) of the outstanding ownership interests in *DEALER* shall be deemed to be an assignment for purposes of this provision.

18. **WAIVERS:** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach. No waiver shall be effective unless in writing and signed by the party making the waiver.
19. **NOTICES:** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, by courier or overnight mail delivery service, or facsimile, to the party to whom the same is so delivered or mailed:

(a) if to *ASTROPHYSICS*:

Mark Zayek, Chief Operating Officer
21481 Ferrero Parkway
City of Industry, CA 91789 USA
T: +1 (909) 598-5488
E-Mail: MZayek@AstrophysicsInc.com
CC: LegalDept@AstrophysicsInc.com

(b) if to *DEALER*:

Ibrahim Ibrahim, Head of Sales and Marketing
Liberty Suites Hotel, Mezzanine Floor, Office No. 2
Bin Mahmoud Area, Zone 22, Doha, Qatar
T: +974 3399-0500 / +974 5021-4061
Email: info@protech-qa.com

or to such other address as any of the above shall have specified by notice hereunder. Notices shall be deemed communicated as of actual receipt.

20. **BINDING EFFECT; NO THIRD PARTY BENEFICIARIES:** This Agreement shall inure to the benefit of and shall be binding upon and enforceable by the parties hereto and their respective heirs, legal representatives, successors, assigns and affiliates. Nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the parties hereto any rights, remedies, obligations, or liabilities under or by reason of this Agreement.
21. **SEVERABILITY:** A determination that any provision of this Agreement is invalid in whole or in part shall not affect the enforceability of those provisions found not to be invalid.
22. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
23. **ENTIRE AGREEMENT:** This Agreement, together with any attached Exhibits, Schedules, or Amendments, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto are expressly cancelled and/or superseded. Any modifications of this Agreement must be in writing and signed by a duly authorized officer of both parties hereto.



24. **AUTHORITY TO BIND *ASTROPHYSICS*:** For purposes of this Agreement and for all notices, approvals, waivers and other documents to be delivered in writing, only the President, Chief Financial Officer and the Chief Operating Officer of *ASTROPHYSICS* shall be deemed an authorized officer of *ASTROPHYSICS*, and no other person or officer shall have the authority to bind *ASTROPHYSICS*.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on the date(s) shown below.

ASTROPHYSICS

Signed: _____

Name: Mark Zayek

Title: Chief Operating Officer

Date: 20/11/2025

DEALER

Signed: _____

Name: Ibrahim Ibrahim

Title: Head of Sales and Marketing

Date: 17/11/2025



EXHIBIT A

2025 TERMS

Territory – Qatar

PRODUCT LISTS AND PRICING

Revision Number: 2.0
February 2005

All information contained in this document is considered confidential and proprietary to ASTROPHYSICS INC. and shall not be used, reproduced or distributed without the express, written consent of ASTROPHYSICS INC. ASTROPHYSICS INC. reserves all rights, including design, manufacture, use, reproduction, and sales rights.

The detailed prices are list prices issued by ASTROPHYSICS INC. to its Dealers. ASTROPHYSICS INC. will notify Dealers of any change in prices for its products 60 days prior to the changes becoming effective. Prices listed below are ex-works from ASTROPHYSICS.

Astrophysics Product List to Dealers - Pricing TBD

XIS Products

VI Products

Ancillary Products (Hand held, Walk through, Accessories, Spare parts)

HXC, HXP

Astrophysics initials: 
Rev. 10.2025

Dealer initials: 

EXHIBIT C

End User Statement

Form must be filled out in its entirety. Incomplete End User Statements received by Astrophysics will not be accepted and will delay shipment of the products. End User Statements must be received by Astrophysics prior to ship date. One End User Statement is required per Product unit. A new End User Statement must be filled out and submitted to Astrophysics if the unit is moved from its original location.

Purchase Order Number: _____

Company / Facility Name: _____

Specific End User Name: _____

End User Address:

Street: _____

City: _____

Province / State: _____

Country: _____

Contact Name: _____

Phone Number: _____

Email (if available): _____

URL (if available): _____

Is this a military installation? Y / N

Will the unit be exported to a third country? Y / N

If yes, prior approval from Astrophysics Inc. is required.

Indicate if the facility is involved in the development or stock piling of any of the following:

Chemical Weapons _____ (Yes/No)

Nuclear Weapons _____ (Yes/No)

Biological Weapons _____ (Yes/No)

Missile Production _____ (Yes/No)

Name: _____

Signature: _____

Title: _____

Date: _____

For Astrophysics Use Only:

Reviewed By: _____

Date: _____

Product S/N: _____

Astrophysics initials: 
Rev. 10.2025

Dealer initials: 

EXHIBIT D

PRODUCT WARRANTY

Terms and Conditions

This agreement ("Agreement"), effective as of October 17, 2025, is made between Protech for Technology and Trading ("Dealer") and Astrophysics Inc. ("Astrophysics"). "Dealer" shall include Dealer's corporate parent and subsidiaries. Subject to the exclusions contained below, Astrophysics warrants its x-ray screening system ("Product") to be free of defects in materials and workmanship under normal usage for a period of thirteen (13) months from the date of shipment of the Product to Dealer. This Agreement does not cover the replacement of parts damaged by regular use and exposure over time such as the conveyor belt or the leaded curtains. Astrophysics and Dealer agree to the following terms:

REPLACEMENT PARTS

Astrophysics will replenish, as per the terms outlined below, the spare parts used to repair and maintain the Product in normal working order as necessitated by normal usage. Astrophysics will also provide parts that are not listed as spare parts and are required to repair and maintain the Product in normal working order as necessitated by normal usage. Parts will be provided under the condition that the Product has been installed, operated and maintained in accordance to Astrophysics' instructions and by an Astrophysics-certified service technician. Astrophysics reserves the right to use refurbished parts for replacement. The warranty on all replaced parts shall be the greater of thirty (30) days or the balance of the original warranty period. Records of all service or maintenance work performed by Dealer on a Product should be reported to Astrophysics within one (1) week from the date the work was performed. Failure to do so will void the Product's warranty in its entirety. Dealer may be invoiced for all parts returned to Astrophysics that are deemed to be in working condition or to have failed due to abuse, misuse or normal wear and tear.

PARTS RETURN POLICY

It is the responsibility of the Dealer to return, at its expense, all defective or unused parts to Astrophysics within thirty (30) days of either receiving the part or the completion of the service call. Parts should be shipped to the following address:

Astrophysics Inc.
Attn: Service Department
21481 Ferrero Parkway
City of Industry, CA 91789

Failure to do so will result in the Dealer being invoiced for the parts at the price established by Astrophysics. A HOLD may be placed on the account of the Dealer resulting in discontinuance of service to ALL machines owned by the Dealer until said invoice is paid.

ABUSE AND MISUSE

Defects or damage made necessary by improper operation, rust, corrosion, fire, theft, Acts of Nature, negligence, misuse, abuse, alteration, unauthorized repairs, power failure or shortage are excluded from coverage and may void the warranty in its entirety.

Astrophysics initials: 
Rev. 10.2025

Dealer initials: 

UNAUTHORIZED SERVICE OR MODIFICATION

Defects or damage resulting from service, testing, adjustment, installation, maintenance, alteration, or modification in any way by someone other than Astrophysics, its authorized service agents, its certified technicians or without written authorization and direction from an Astrophysics service engineer, are excluded from coverage and may void the warranty in its entirety.

USE OF THIRD PARTY PRODUCTS

Defects or damage that result from the use of non-Astrophysics branded or certified product, accessories, software or other peripheral equipment are excluded from coverage and may void the warranty in its entirety.

SOFTWARE PRODUCTS WARRANTY

Astrophysics warrants that its software installed on the Product will perform in substantial accordance with Astrophysics' specifications, which are published at the time of shipment of such Products, for the period of the Product's warranty. Astrophysics does not warrant that software will be bug-free or error-free.

LIMITATIONS

This Agreement does not require Astrophysics to provide preventive maintenance for the Products. Software upgrades are not included. Monitors are not covered. Astrophysics provides no warranties for semiconductors or other hardware products manufactured by other parties, and those products manufactured by other parties are covered by, and subject to, the terms, conditions and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Astrophysics.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING, INCLUDING THOSE OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE NOT EXPRESSLY SET FORTH HEREIN.

LIMITATIONS OF LIABILITY

The warranties and remedies provided herein are Dealer's sole remedies for Astrophysics' liability of any kind, whether in contract or in tort, arising from the Product or services provided hereunder. In no event shall Astrophysics' liability to Dealer for damages of any nature exceed the purchase price of the applicable Product. In no case shall Astrophysics have any liability for Product for which Dealer has not received payment when due. DEALER HEREBY WAIVES ALL INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFIT, ARISING UNDER THIS AGREEMENT.

MISCELLANEOUS

If the serial plate attached to the Product subject to this Agreement is removed, defaced, or in any way made illegible, this Agreement shall be null and void, and Astrophysics shall have no obligation or responsibility hereunder. This Agreement may not be transferred to any other persons, unless written notice of such transfer is provided to, and approved by, Astrophysics. Furthermore, this Agreement and the warranty contained herein may also become null and void if the Product is moved from its original location or if it is restarted after a period of non-operation lasting longer than three (3) weeks without reconditioning by an Astrophysics certified technician. Similarly, if the Product is exposed to environments below 5°C (41°F), an Astrophysics certified technician must recondition the unit prior to it being restarted. Failure to do so will void the warranty in its entirety.



SERVICE TERMS

- Full coverage of all defective parts
- Phone technical support Monday through Friday from 7:00 am to 5:00 pm PST
- Replenishment spare parts will be shipped by regular air or sea freight
- Parts required from manufacturer that are not on the list of spare parts will be shipped by international FedEx economy
- Dealer is responsible for paying related customs charges

CUSTOM ORDERS

Astrophysics assumes no responsibility for the adequacy of any designs, specifications, requirements and/or custom orders provided by Dealer. Acceptance by the Dealer of any custom or non-standard Product provided by Astrophysics shall constitute an acknowledgment that the Dealer has reviewed the designs for such Product and is satisfied that the designs meet all specifications, requirements, and standards applicable to such Product. Dealer understands and agrees that in addition to the foregoing disclaimers, ASTROPHYSICS SPECIFICALLY DISCLAIMS ANY WARRANTY (INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE) RELATIVE TO THE DESIGN OF SUCH CUSTOM OR NON-STANDARD PRODUCTS. Dealer agrees to indemnify, defend and hold Astrophysics harmless against any claims or suits alleging defective design of such Products.