SERVICE LEVEL AGREEMENT

This agreement entered into this XXth day of Febrary, 2024, by and between Scanjet, Inc., xxxxxxxxxxxxxxxxxx SWEDEN, hereinafter referred to as Scanjet, and Tratec Ltd. KAMON bldg. 3F, 2-7-14, Hamamatsu-cho, Minato-ku, Tokyo, Japan. 105-0013

, hereinafter referred to as agent.

1. APPOINTMENT: Scanjet hereby appoints Agent, on an exclusive basis, for the purpose of selling the Scanjet Products in the territory hereinafter defined, and the Agent accepts such appointment and agrees to comply with the following terms and conditions.
2. Territory: The territory shall comprise the country or countries: Japan
3. Product lines within the scope of this Agreement : Tank cleaning machine and Pressure vacuum valve
4. Scanjet shall provide, as an option for the Agent:
5. Free training and retraining of the Agent’s sales personnel:
6. Of up to two 2) working days at Scanjet in Sweden during scheduled training sessions. Agent will be notified at least thirty (30) days in advance of each session. All travel and living costs of Agent’s sales personnel shall be paid by Agent.
7. Training at agent’s location by qualified personnel when in Agent’s country, on an “as available” basis as determined solely by Scanjet.
8. Product use data and engineering consultation service.
9. Marketing assistance for Scanjet products, including but not limited to technical proposals and special assistance during equipment evaluations, as determined by Scanjet.
10. In-plant training, free of charge, for key customer personnel from the territory (all travel and subsistence to be provided by customer or Agent).
11. Advertising copy in English.
12. No-cost international advertising directed to territorial requirements, as determined by Scanjet.
13. Sales and promotional literature.
14. Copies of all inquires and correspondence pertinent to new business opportunities within Agent’s territory received by Scanjet.
15. Timely information about potential business in Agent’s territory obtained from outside sources.
16. All written materials and Scanjet training provided by Scanjet shall be in the English language.
17. Agent shall provide:
18. Sufficient knowledge about Scanjet products to assist a potential customer in solving his needs, and secure an order.
19. Marketing of Scanjet products and capabilities.
20. General promotion of Scanjet products within the territory as appropriate, and in a way customary within the territory for comparable agent organizations.
21. Translations of sales literature, customer specifications and proposals.
22. Periodic and timely (monthly) progress reports concerning new business prospects, potential orders etc.
23. Technical guidance or assistance, when proper, to customers in the installation of equipment. Note: this will not be expected as no training has been provided.
24. Customer orientation in the operation and application of equipment purchased from Scanjet.
25. Prompt response to customer’s need for service, by notifying Scanjet.
26. Reports to Scanjet detailing equipment malfunction that is brought to his attention for warranty work.
27. Commissioning to be performed, according to customer contract/purchase order, by Scanjet Trained and Certified Technician.
28. RESERVED SALES, SALES RESTRICTIONS

Agent understands and agrees that he is expressly prohibited from selling to, offering to sell to, or soliciting sales from anyone outside the territory defined hereinabove without the express written consent from Scanjet.

1. During the effective period of this Agreement, the following terms shall be adhered to by the Agent:
2. The Agent shall solicit orders for Scanjet from clients and prospective clients, conforming to Scanjet published policies within the territory assigned. The Agent is expected to contact potential and existing customers frequently and to conduct his affairs in such manner as to enhance customer respect and confidence in IMS products.
3. Scanjet trademarks or trade name shall not be used except by express prior written authorization of Scanjet and in the manner designated by Scanjet in said authorization only.
4. The Agent is not authorized to issue quotation for Scanjet products; additionally, Agent is not authorized to make changes in quotation without Scanjet approval.
5. Scanjet, at its option, may , by written thirty (30) day notice remove from the List of Products covered by this Agreement such Products as may be licensed by it for manufacture within the Territory, or which it shall cease to manufacture. All orders received and accepted within thirty (30) day period will be fulfilled in accordance with this Agreement. The sale of a license or right to manufacture within the Territory shall be the exclusive prerogative of IMS. Agent shall play no part in or receive any compensation in connection with such a sale unless otherwise provided in writing.
6. During the term of this Agreement, the Agent agrees not to offer representation to other manufactures of competitive equipment, or offer for sale other competitive products. It is recognized that the Agent has prior relationships. A list of said relationships shall be incorporated herein as a reference, and shall be approved by Scanjet. If the product line of any manufacturer represent (including Scanjet) expends to create a conflict, the Agent will act with all deliberate speed to resolve any such conflict, to IMS satisfaction, within 30 days, or this Agreement may be terminated in IMS’s sole option without additional notice.
7. The Agent shall not sell or transship Scanjet’s products out of assigned territory without prior express written consent, or knowingly sell such products to any person who will transship the same for ultimate use in any place into which direct sales by Scanjet would be prohibited by the laws of **SWEDEN**. This paragraph shall not be interpreted to restrict the foreign commerce of the Sweden or violate any laws of the territory of the Sweden.
8. Agent acknowledges and recognizes that he will acquire confidential information as a result of representation of Scanjet concerning Scanjet’s trade secrets, customers and other company proprietary information. Agent agrees that he will not use or reproduce any such information or disclose the same to anyone other than its own employees and then only to the degree necessary to effectively perform its representation on Scanjet’s products.

Scanjet may require covenants and guarantees protecting Scanjet’s trade secrets from any competitors.

Agent further agrees to protect Scanjet’s propriety information of whatever nature in the same manner and to the same degree that Agent protects his own such information.

1. This agreement is effective on the date set forth in the first paragraph of this Agreement. The period of validity of this agreement is for one year from the effective date or such shorter period as provided for in this Agreement. The Agreement will be automatically renewed for additional one (1) year periods if not terminated in writing. The above not withstanding, Scanjet may terminate this Agreement immediately in the event of bankruptcy or cessation of business of the Agent, or violation of the laws of the respective countries of the parties.

In the event of termination of this Agreement, Agent shall be received and accepted by Scanjet prior to the effective date of termination.

No orders thereafter shall be credited to the Agent, whether or not such business results from any introduction made or other act done by Agent prior to said termination.

1. PROHIBITED ACTIVITIES

By execution hereof, the Agent agrees that he shall comply with this and other applicable laws in all respect.

The Agent represents and warrants that the activities called for hereunder do not violate any applicable laws or regulations of the territory. The Agent acknowledges and agrees that its relationships to Scanjet will be disclosed to any person or government authority, whenever such disclosure is appropriate.

1. ASSIGNMENT AND DELEGATION

Any transfer or assignment of the rights of Agent under this Agreement shall be null and void unless approved, in writing, by Scanjet, prior to such transfer or assignment.

Agent shall not appoint sub-agents for any part of his territory or customer, but may hire or utilize employees of Agent who are under his direction and control to perform the obligations set forth in this Agreement.

1. SUSPENSION OF LIABILITY

In the event of an act of God, or Force Majeure, including but not limited to fire, earthquake, war, rebellion, or insurrection, riot, civil disturbance, or other act or acts above and beyond the control of either party hereto which interfere with the proper performance of the term hereof by a party or parties hereto, the requirement for such performance shall be suspended until performance may again be properly resumed, and the affected party shall incur no liability to the other as a result of such non-performance during the period of suspension.

1. NOTICE:

Any notice required or permitted to be given hereunder shall be in writing and delivered in person or sent by registered air mail; postage prepaid or confirmed fax to the (appropriate) address set forth in this Agreement or to such other address as either of the parties may from time to time designate by notice in writing to the other as herein provided. A notice so sent by registered air mail or fax shall be deemed to have been delivered upon posting, or receipt of proper fax answerback.

1. The Agreement contains the entire understanding between Scanjet and Agent and supersedes any and all other representations or agreements of equipment dealt with in this Agreement, and may not be modified except by specific amendment hereto. The waiver of condonation of any breach of this Agreement shall not constitute a waiver by Scanjet of any subsequent breach or default.
2. This Agreement is subject to acceptance by authorized office of Scanjet in Sweden.
3. All matters concerning the validity, interpretation and performance of this Agreement shall be governed by the laws of the Sweden. Note: additional clarification to be provided with any uncertainties.
4. PARTIAL INVALIDATION:

Should any part or parts of this agreement be deemed void or invalid by a court of competent jurisdiction, such judgment shall not affect the validity of the balance of the terms of this Agreement which shall remain in full force and effect.

1. BENEFIT:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

**Other points: Agent not are response any claims of materials, mistakes from selling process, delivery problems, legal, etc. problems which are due from Scanjet processing and cause costs to Scanjet or Clients. All commercial and technical responsibilities are Scanjet responsibility.  Due to errors, Scanjet cannot reduce the agent's commission.**

Scanjet, INC. Tratec Ltd.

By: By:

Title: Title:

Place: Place:

Date: Date:

Signed: Signed: