

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6168948

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TARTAN COMPLETION SYSTEMS	07/24/2019
RECEIVING PARTY DATA	
Name:	INTERNATIONAL COMPETITOR TRADING & CONSTRUCTION & PETROLEUM SERVICES, L.L.C.
Street Address:	PO BOX 3652
City:	DAMMAM
State/Country:	SAUDI ARABIA
Postal Code:	30952
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10077628
CORRESPONDENCE DATA	
Fax Number:	(202)293-7860
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202.293.7060
Email:	kjones@sughrue.com, sughrue@sughrue.com
Correspondent Name:	SUGHRUE MION, PLLC
Address Line 1:	2000 PENNSYLVANIA AVE, NW
Address Line 2:	SUITE 900
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	048320
NAME OF SUBMITTER:	KAREN JONES, SECRETARY
SIGNATURE:	/Karen Jones/
DATE SIGNED:	06/24/2020
Total Attachments: 14	
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United States of America

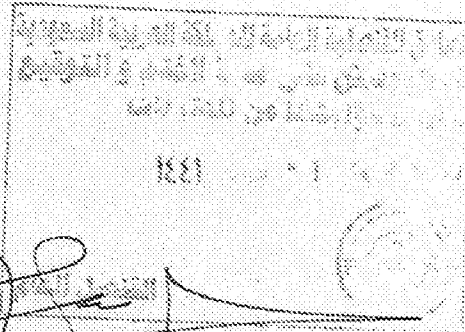


DEPARTMENT OF STATE

To all to whom these presents shall come, Greetings:

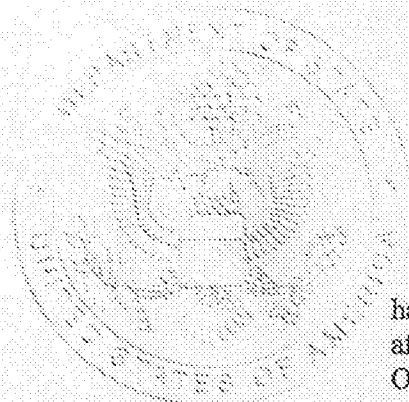
I Certify That the document hereunto annexed is under the Seal of the State(s) of Texas, and that such Seal(s) is/are entitled to full faith and credit.*

**For the contents of the annexed document, the Department assumes no responsibility
This certificate is not valid if it is removed or altered in any way whatsoever*



عبد الحميد سعود السيف
نائب القنصل العام

ABDULHAMEED S. ALSAIF
Vice Consul General



In testimony whereof, I, Michael R. Pompeo, Secretary of State, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Assistant Authentication Officer, of the said Department, at the city of Washington, in the District of Columbia, this twenty-third day of October, 2019.

Michael R. Pompeo

Secretary of State

By _____

Assistant Authentication Officer,
Department of State

*Issued pursuant to CHXIV, State of
Sept. 13, 1789, 1 Stat. 69-69; 22
USC 2657; 22USC 2631a; 5 USC
301; 28 USC 1733 et. seq.; 8 USC
1443(f); RULE 44 Federal Rules of
Civil Procedure.*



The State of Texas

Secretary of State

I, Ruth R. Hughs, Secretary of State of the State of Texas, DO HEREBY
CERTIFY that according to the records of this office,

CYNTHIA MARILYN MANRIQUE

was commissioned as a Notary Public for the State of Texas on July 6, 2016,
for a term ending on July 6, 2020.

Issued: October 17, 2019
Certificate Number 11821700



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs
Secretary of State
GF/sw

TEXAS ORDINARY CERTIFICATE OF ACKNOWLEDGMENT
CIVIL PRACTICE & REMEDIES CODE § 121.007

The State of Texas

County of Harris

Before me,

Cynthia L. Bourque

Name and Character of Notarizing Officer,
e.g., "John Smith, Notary Public"

on this day personally appeared

Ryan McGilivray

Name of Signer

known to me

proved to me on the oath of

Name of Credible Witness

proved to me through

Description of Identity Card or Document

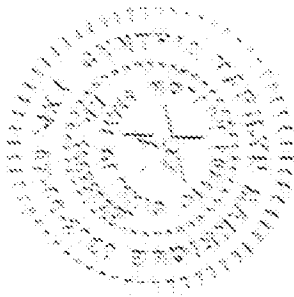
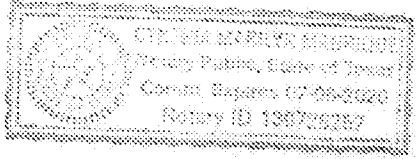
to be the person whose name is subscribed to
the foregoing instrument and acknowledged
to me that he/she executed the same for the
purposes and consideration therein expressed.

Given under my hand and seal of office this

14th day of October, 2019

Day Month Year

Cynthia L. Bourque
Signature of Notarizing Officer



Place Notary Seal and/or Stamp Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document
or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: COMMERCE Agency Agreement

Document Date: July 24th, 2019 Number of Pages: 11

Signer(s) Other Than Named Above: TARTAN Completion Systems

COMMERCIAL AGENCY AGREEMENT

This commercial agency agreement (the "Agreement") is entered into this 25 July 2019 ("Effective Date") by and between:

1. **Tartan Completion Systems** a corporation located at of 2327 Colman Circle Casper, WY 82601 United States, represented by Mr. Ryan McGillivray in his capacity as CEO and President, together with its affiliates, subsidiaries, successors and permitted assigns (hereinafter referred to as "Tartan Completion" or "Principal"); and
2. **INTERNATIONAL COMPETITOR TRADING & CONSTRUCTION & PETROLEUM SERVICES, L.L.C** a sole proprietorship established and existing under the laws of the Kingdom of Saudi Arabia with Commercial Registration No. 2050219084 and whose address is PO Box 3652, Zip code 30952, Dammam, Kingdom of Saudi Arabia, represented herein by Mr. AbdelMoeen Al-Yosef in his capacity as Chief Executive Officer (hereinafter referred to as "COMPETITOR" or "Agent").

Each of **Tartan Completion** and **INTERNATIONAL COMPETITOR** being hereinafter also referred to as a "Party", or collectively as the "Parties".

RECITALS

WHEREAS,

- (A) **Principal** is an international provider of completion and thru tubing tools;
- (B) **Agent** is an establishment that has acquired adequate experience with clients' interests in the Products and Technical Services of the **Principal**;
- (C) The Parties anticipate that there are opportunities for the sale of the Products and Technical Services (as both terms are defined herein) in the Territory;
- (D) **Principal** desires to appoint **Agent** to as its sole and exclusive commercial agent for the sale of the Products and the provision of Technical Services in the Territory;
- (E) **Principal** declares and warrants that **Principal** is the owner of all intellectual property rights related to the Products and Technical Services in the Territory;
- (F) **Principal** desires to sell the Intellectual Property (as defined herein) to the **Agent** who has accepted the same.
- (G) The Parties desire to enter into this Agreement to serve their mutual interests and to specify the rights and obligations of each Party pursuant to the commercial agency relationship.

NOW THEREFORE, and in consideration of the mutual promises contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) and with the above preamble forming an integral part of this Agreement, it is hereby agreed between the Parties as follows:

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

- 1.1 For the purpose of this Agreement, the following terms shall have the meanings assigned to each of them as follows:

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"Affiliate"	means with respect to any person, any other person that directly or indirectly controls, is controlled by, or is under common control with that person.
"Client"	means any private or government entity or person in the Territory.
"Defaulting Party"	has the meaning set out in Article 9.1.1.
"Party"	has the meaning set out in the preamble
"Products"	means any products manufactured and/or marketed by Principal and/or its Affiliates, or any such products, which may be modified by Principal or its Affiliates from time to time.
"Purchase Order"	means any purchase order signed by the Agent for the provision of Products and of Technical Services.
"Technical Services"	means the supervision of and/or assistance with the installation, commissioning, operation, repair and maintenance of Products.
"Term"	has the meaning set out in Article 7 herein.
"Territory"	means the Gulf Cooperation Council, Middle East countries, and the Continent of Africa.
"Warehouse"	means the warehouse and/or ancillary office facilities provided for by Agent for the Principal's Products.

Except to the extent that the context otherwise requires, in this Agreement, words and terms importing the plural include singular and vice versa. References to years, quarters, days and period of time shall be construed in accordance with the Gregorian calendar.

2. APPOINTMENT OF AGENT (INTERNATIONAL COMPETITOR)

- 2.1 Principal hereby appoints Agent as its sole and exclusive commercial agent for the Products and Technical Services in the Territory. Accordingly, Principal hereby undertakes that it shall not supply any of the Products or Technical Services to Clients through any channel other than the commercial agency relationship set forth under this Agreement nor shall it appoint any other agents in the Territory, and Principal shall cause its Affiliates to comply with the said exclusive distribution channel requirements.
- 2.2 Agent accepts the above appointment and represents that it shall refrain from any representation of any other companies providing services competing directly with the Products or Technical Services.

3. OBLIGATIONS OF AGENT (INTERNATIONAL COMPETITOR)

During the Term, Agent shall:

- 3.1 Pay invoices issued by Principal in accordance with and subject to Article 5 herein; and
- 3.2 Obtain permits, licenses and other governmental authorizations required for use in, import to or export from the Territory, all goods, materials, machinery and other equipment related to the

Products or Technical Services, provided that all government and custom duties, custom clearance and related expenses shall be borne by Principal.

4. OBLIGATIONS OF PRINCIPAL (TARTAN COMPLETION)

During the Term, Principal shall:

- 4.1 Promptly process the Purchase Orders submitted by Agent for the purchase of Products and Technical Services;
- 4.2 Support Agent's efforts by providing free of charge printed commercial and technical data and specifications relating to the Products and/or Technical Services;
- 4.3 Provide Agent, upon Agent's request, with certificates, in the form of a letter duly legalized in Principal's place of incorporation, attesting that Agent is the exclusive commercial agent and representative for the Products and Technical Services in the Territory;
- 4.4 Deliver the Products or provide the Technical Services, upon receipt of a Purchase Order from Agent, as per the specifications, within such time-frame and at the location (the Warehouse or Client's project site) as specified by the Agent in the corresponding Purchase Order;
- 4.5 Execute and fulfill its obligations with diligence and ensure the quality of the Products and Technical Services;
- 4.6 Be responsible for submitting such performance bonds or guarantees solely at Principal's own risk and expense; should a Client specifically request a bid or performance bond or guarantee to be submitted by Agent itself, Principal shall provide Agent with a counter bank guarantee for the same duration, amount and conditions as the one submitted by Agent to Client;
- 4.7 Be responsible for shipping cost and insurance, customs duties, customs clearance charges, taxes and charges of any kind, and other related charges or expense related to the Products that are incurred outside the Territory;
- 4.8 Provide Agent with all necessary documentation and information relating to the Products and Technical Services at no cost, including technical documentation requested by Agent; and
- 4.9 Upon request from the Agent, provide a business development manager ("BDM") to assist in Client relations. The salary of the BDM shall be paid by the Principal, and the BDM residency and transportation costs in the Territory shall be borne by the Agent.

5. PAYMENT TERMS, DELIVERY, AND WARRANTY

- 5.1 Subject to Article 5.2, the payment terms for purchasing of Products is as follows:
 - 5.1.1 50% of the Products price is payable upon issuance of the Purchase Order;
 - 5.1.2 25% of the Products price is payable upon shipping of the Products; and
 - 5.1.3 25% of the Products price is payable upon achieving the Client success criteria and Client confirmation that the Products were tested and installed successfully.
- 5.2 The Principal shall deliver to the Agent a performance/supply bond issued by a reputable bank and in a format acceptable to the Agent ("Performance Bond") against the payments under Articles 5.1.1

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and 5.1.2. The Performance Bond shall be released and cancelled upon Client confirmation that the Products were tested and installed successfully.

- 5.3 Should the installation and testing of the Products fail or should the Client reject the Products for any reason whatsoever the Principal shall be liable to return the Products and any stock remaining with the Agent at the Principal's cost and the Principal shall refund to the Agent all amounts paid by the Agent towards the price of the Products and the stock.
- 5.4 The payment terms for purchasing of Technical Services is payable after delivery of the Technical Services and upon achieving the Client success criteria and Client confirmation that the Products were tested and installed successfully.
- 5.5 The Principal hereby undertakes to deliver the Products to the Agent or its Clients (as the case may be) within two months from the date of the Purchase Order. Risk and title in the Products passes to the Agent upon delivery to the Warehouse.
- 5.6 The Principal warrants that the Products shall be new, without any defect, and compliant with the requirements of this Agreement. Principal hereby provides a warranty for each of the Products against defects in material and workmanship under normal use and service for a period of three-years from the date of delivery to the Agent.

6. GENERAL TERMS

- 6.1 The Principal hereby undertakes to provide help and full support free of charge to the Agent as requested by the Agent in relation to trial test of the Products and preparing pre-qualification documents and tender documentation necessary for the sale of the Products and Technical Services in the Territory.
- 6.2 The Principal hereby undertakes to provide full and continuous technical, field and operational support to the Agent and its Clients in relation to the Products free of charge during the Term of this Agreement.
- 6.3 The Parties agree that the prices for the Products and Technical Services shall be in accordance with the price list enclosed hereto as Schedule I.
- 6.4 The Principal hereby acknowledges and agrees that the Agent has the right to sell the Products and Technical Services in the Territory at the prices the Agent deems fit without any interference from the Principal. The Principal has no right under any circumstances to request the Agent to reveal the sale price of the Products and Technical Services or profit margins.
- 6.5 In its dealings with third parties Agent shall always represent that it is acting as commercial agent for the promotion and sale in the Territory of the Products and Technical Services of Principal and that it shall not represent its authority to extend beyond the scope of this Agreement.
- 6.6 Principal shall have the ultimate responsibility for the quality of the Products, and in case of any defects or quality issues related to the Products the Principal shall, at the Principal's absolute cost and expense, provide such spare parts, replacement Products and technical support necessary to remedy defects and quality issues.
- 6.7 Agent is obligated under the laws of the Territory to provide under this Agreement only products, materials and services that are compatible with the approved standard specifications in the Territory. Therefore, Principal shall ensure and be responsible towards Agent for the compliance of the Products and Technical Services with applicable standard specifications in the Territory.

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- 6.8 Principal hereby undertakes to indemnify and keep Agent indemnified from and against all loss, damage, cost, liability (whether criminal or civil) suffered, including reasonable attorney fees, and costs incurred by Agent as resulting either from or arising from:
- 6.8.1 A breach of this Agreement by Principal, its Affiliates, or its servants and employees;
 - 6.8.2 Any act or negligence or default of Principal and/or its Affiliates or servants and employees;
 - 6.8.3 The proven infringement of the intellectual property rights of any third party; or
 - 6.8.4 Any delay or inability to supply Products, Technical Services or spare parts and maintenances services to Agent or a Client as the case may be.
- 6.9 Principal hereby expressly acknowledges that its breach of this Agreement will result in substantial, continuing and irreparable damages to the Agent including loss of reputation and loss of business. Therefore, Principal hereby agrees that, in addition to any other remedy that may be available to the Agent under law and this Agreement, the Agent shall be entitled to compensation for damages to its reputation and business, injunctive relief, specific performance and any other form of compensation or equitable relief to remedy any such breach. Principal agrees to pay all expenses, court costs and reasonable attorneys' fees incurred by the Agent in connection with seeking compensation for damages, obtaining injunctive relief, and specific performance.
- 6.10 Principal shall be responsible for its own tax liability in respect of payments received from Agent, and Agent for its own tax liability in respect of amounts received pursuant to this Agreement respectively, and each Party shall hold the other Party harmless and keep the other Party indemnified from and against any and all loss, damage, or liability (whether criminal or civil), including reasonable attorney fees, and costs incurred as a result of such tax liability.
- 6.11 Each Party will bear its own cost and expenses unless provided for in this Agreement or otherwise agreed between Principal and Agent separately in writing. Unless specifically provided for in this Agreement, each Party will not be liable for any loss, deficits, claims, liabilities or obligations of the other Party, whatever their nature.
- 6.12 The Principal shall maintain an insurance policy with a reputable insurer in respect of its Products and Technical Services and shall provide a copy of the insurance policy and proof of payment to the Agent if deemed necessary.

All payments to be made by the Agent to the Principal under this Agreement shall be paid to the following bank account of the Principal:

CAD \$ ACCOUNT

Tartan Completion Systems Inc.
4003 53 Avenue
Edmonton, Alberta, Canada
T6B 3R5

Bank Address:
ATB Financial
8008 - 104 St NW
EDMONTON, ALBERTA, CANADA
T6E 4E2

BANK # 219
TRANSIT # 07959
ACCOUNT# 00701773100

USDS ACCOUNT

Tartan Completions Systems Corp.
PO Box 1710,
Casper, Wyoming, USA
82602-1710

Bank Address:
Jonah Bank of Wyoming
3730 E. 2nd Street
CASPER, WYOMING, USA
82609

ACCOUNT# 12020343

7. TERM OF THE AGREEMENT

This Agreement shall be effective as from the Effective Date for an initial term (the "Term") of fifteen (15) years and shall be automatically renewable thereafter for yearly periods unless either Agent or Principal sends to the other before the end of each period a three (3) months advance notice of its intention not to renew.

8. SALE OF INTELLECTUAL PROPERTY

- 8.1. The Principal agreed to sell, transfer, convey, and assign to the Agent, who accepted the same, all of its right, title, and interest in the patents, manufacturing methods and processes, and all other intellectual property related to the manufacturing of the Products whether registered and protected officially or not (the "Intellectual Property").
- 8.2. The Parties agree that the sales price of the Intellectual Property shall be 5% of the revenue generated by the Factory from manufacturing the Manufactured Products (the "Sales Price").
- 8.3. The Parties agree that the Intellectual Property ownership shall be registered under the name of the Agent or the Agent's affiliate Advance Generation Factory as the Agent deems fit, and the registered inventor shall be Mr Ryan David McGillivray, Canadian national, holding passport no. HP217318 ("the Inventor").
- 8.4. The Principal hereby agrees to promptly provide the Agent with all the help and assistance required to register the ownership of the Intellectual Property under the sole name of the Agent (or any of its affiliates as the Agent deems fit) in the Territory countries. The Principal acknowledges and accepts that its assistance required under this Article is an obligation on it to achieve a result being the registration of the Intellectual Property under the sole name of the Agent in the Territory. In case the Agent was not able to register the Intellectual Property as a patent or utility model under its name in the Territory or any part thereof for any reason, then in consideration of the Sales Price the Principal hereby grants the Agent sole and exclusive license and right to use the Intellectual Property in the Territory during the Term for manufacturing the Manufactured Products (the "License"). The Principal agrees that the Agent shall have the right to sub-license the Intellectual Property to any third party without prior approval of the Principal. The Principal agrees to provide the Agent with any assistance required to protect the exclusivity of the Agent's License.
- 8.5. The Agent shall manufacture products based on the Intellectual Property (the "Manufactured Products") in its factory Advance Generation Factory in the Kingdom of Saudi Arabia (the "Factory").
- 8.6. The Principal hereby agrees to promptly provide the Agent with full technical and operational support and all documents required for the setup and licensing of the Factory and operating it including training free of charge on site or in Canada and United States, and any extra support needed to operate the Factory as requested by the Agent. Principal shall be responsible for all the paper work and cost related to issuing the visa and legal work permit for the employees of the Factory and Agent that are undertaking the training in Canada and United States.
- 8.7. The Parties hereby agree that the patent, manufacturing drawings and material list of the Products and all documents as requested by the Agent shall be delivered by the Principal to the Agent within one month from the date of this Agreement.

- 8.8 Upon request from the Agent, the Principal shall provide a business development manager for the Factory ("Factory BDM") to assist in Client relations. The salary of the Factory BDM shall be paid by the Principal, and the Factory BDM residency and transportation costs in the Territory shall be borne by the Agent.
- 8.9 The Parties hereby agree that if the Principal fails to provide the BDM or the Factory BDM in compliance with Articles 4.9 and 8.8, then the Sales Price of the Intellectual Property shall be reduced to 0% of the net profit generated by the Factory from manufacturing the Manufactured Products.
- 8.10 The Principal hereby undertakes to provide help and full support free of charge to the Agent as requested by the Agent in relation to trial test of the Manufactured Products and preparing pre-qualification documents and tender documentation necessary for the sale of the Manufactured Products in the Territory.
- 8.11 The Parties agree that the Agent shall have the right to manufacture other products in the Factory whether these products are competing with the Products and Manufactured Products or not.
- 8.12 In case the Principal at any time goes into dissolution or be adjudged bankrupt, or file or have a petition in bankruptcy filed against it, or make a general assignment for the benefit of creditors, or if a receiver is appointed for the Principal or such similar proceeding under any law to which the Principal is subject relating to its financial position, then the Principal hereby agrees that its right to receive the Sales Price shall cease immediately and that the Sales Price shall be paid by the Agent to the Inventor without any liability or responsibility on the Agent. The Principal hereby undertakes to indemnify and keep Agent indemnified from and against all loss, damage, cost, liability (whether criminal or civil) suffered, including reasonable attorney fees, and costs incurred by Agent as resulting either from or arising from the payment of the Sales Price by the Agent to the Inventor.

9. TERMINATION

- 9.1 This Agreement may be terminated forthwith:
- 9.1.1 By either the Agent or the Principal in the event of a material breach by a Party (the "Defaulting Party") of the terms and conditions of this Agreement provided that such material breach remains un-remedied for a period of Ninety(90) days as from the date a written notice of request for remedy is given by a Party to the Defaulting Party;
- 9.1.2 By either the Agent or the Principal if at any time, a Party shall be dissolved or be adjudged bankrupt, or shall file or have a petition in bankruptcy filed against it, or shall make a general assignment for the benefit of creditors, or if a receiver shall be appointed for a Party or such similar proceeding under any law to which the Party is subject relating to its financial position;
- 9.2 In case the Principal terminates this Agreement for any reason whatsoever other than in accordance with Article 9.1, the Principal shall be liable to pay to the Agent all loss, cost, expense, marketing cost, salaries of employees involved with the sale of the Products and Technical Services, and any other cost and expense incurred by the Agent during the Term for promoting Tartan brand and the sale of the Products and Technical Services in the Territory.
- 9.3 Termination of this Agreement for any reason shall not release any Party hereto from any liability, which at the time of termination has already accrued or which may thereafter accrue in respect of any act or omission prior to such termination. Moreover, termination hereof shall not affect in any way the survival of any right, duty or obligation of any of the Parties hereto which is stated elsewhere in the Agreement to survive termination hereof.

10. AMENDMENTS – REGISTRATION

- 10.1 The terms and conditions fixed in this Agreement constitute the entire agreement between the Parties hereto with respect to the commercial agency relationship that is the subject of this Agreement and shall govern and prevail over subsequent Quotations, purchase orders or any other correspondence between them.
- 10.2 This Agreement cannot be changed, modified, altered or terminated verbally. Subsequent changes or alterations to this Agreement must be agreed upon by the Parties in a written addendum to this Agreement that shall be signed by the Parties.
- 10.3 Each Party shall provide an extract of its commercial registration certificate or equivalent with full legalization in its place of incorporation and such other corporate documents as may be required by the competent authorities in the Territory for the purpose of registration of this Agreement. The Parties agree and acknowledge that, in case any amendment thereto is required from the Parties for allowing the registration of the present Agreement, the present Agreement as hereby signed shall be the sole controlling agreement between the Parties and shall take precedence over the amended agreement registered with the competent authorities in the Territory.
- 10.4 The Principal hereby undertakes to provide help and full support to the Agent as requested by the Agent in relation to the registration of this Agreement with the competent authorities in the Territory.
- 10.5 To the extent a lack of registration of this Agreement does not prevent any Party to perform and fulfil its obligations towards the other Party and unless formally requested in writing by that Party to the other Party, any late or lack of performance by the other Party of any of the steps for achieving registration as contemplated in Articles 10.3, and 10.4 shall be deemed as a breach of this Agreement.

11. ASSIGNMENT OF THE AGREEMENT

Neither party may assign, transfer, create a trust over or otherwise dispose of or deal with its rights under the Agreement without the prior written consent of the other Party.

12. GOVERNING LAW AND ARBITRATION

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC – LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this Article. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Dubai International Financial Centre, Dubai, United Arab Emirates. The language to be used in the arbitration shall be English. The governing law of the contract shall be the English law.

13. NON-SOLICITATION

Each Party acknowledges that the employees of the other Party and their loyalty and service, constitute a valuable asset. Accordingly, no Party shall directly or indirectly solicit for employment, or appointment as a consultant or in any other manner, any employee of the other Party throughout the Term and for a period of twenty four (24) months thereafter.

14. CONFIDENTIALITY

Each Party is aware that in the course of implementation of this Agreement it will have access to, and be entrusted with, information in respect of the technology, Products, trade secrets, know-how, business and

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finances of the other Party and its dealings, transactions and affairs and with its clients and agents, all of which information is or may be confidential.

No Party shall, during or after the Term divulge to any person whatsoever or otherwise make use of (and shall use his best endeavors to prevent the publication or disclosure of) any trade secret or any confidential information concerning the technology, Products, trade secrets, know-how, business and finances of the other Party, any of its dealings, transactions or affairs, or any of its clients or agents.

15. FORCE MAJEURE

15.1 No Party shall be liable to the other Party for any loss, damage or failure of performance resulting directly or indirectly from any cause beyond its reasonable control, including governmental regulations or regulations of the competent authorities, wars, insurgent or terrorist activities, strikes, fires, earthquakes, acts of God, typhoons, floods, sabotages or failure to act by any government authority or other similar occurrences of force majeure.

15.2 If by reason of governmental regulations or regulations of the competent authorities, wars, insurgent or terrorist activities, strikes, fires, earthquakes, acts of God, typhoons, floods, sabotages or other similar occurrences of force majeure beyond its reasonable control either Principal or Agent is temporarily prevented from carrying out the provisions of this Agreement, such failure of performance shall not be considered as a breach, but if such failure shall continue by reason aforesaid for a period exceeding thirty (30) continuous days, each of Principal and Agent shall have an option to terminate this Agreement forthwith and at its sole discretion by notifying the other Party. However, such termination shall not affect the rights and obligations of any Party existing at the date on which any such occurrences commenced.

16. NOTICES

All notices to be given by a Party to the other Party and prior approval of expenses and/or of contracts terms and conditions by the Company under this Agreement shall be sent by fax, registered express courier or e-mail to the appropriate address set forth below or to such other address a Party may have specified in writing to the other Party.

SCHEDULE I PRICE LIST OF THE PRODUCTS AND TECHNICAL SERVICES

NO.	TOOLS SPECIFICATION	EACH	PRICE
1	4 1/2" 15.1# Hydraulic Initiation Port P110, 125 KSI 12.5K PSI 5.563" OD Vam Top HC	1	\$ 4,402.00
2	4 1/2" 15.1# Circulation Sub P110, 125 KSI, 12.5K PSI 5.563" OD Vam Top HC (includes setting ball)	1	\$ 4,402.00
3	4 1/2" 15.1# Rock Anchor P110, 125 KSI, 12.5K PSI 5.563" OD Vam Top HC	1	\$ 5,644.00
4	4 1/2" 15.1# 4 1/2" MultiFrac Sleeve P110, 125 KSI, 12.5K PSI 5.563" OD Vam Top HC	1	\$ 4,686.00
5	4 1/2" 15.1# Tartan Open Hole Dual Element Packer Aflas P110, 125KSI 12.5K PSI 5.563" OD Vam Top HC	1	\$ 5,644.00
6	4 1/2" 15.1# Tartan Open Hole SE Packer Aflas P110, 125K, 12.5PSI, 5.563" OD Vam Top HC	1	\$ 4,686.00
7	MultiFrac Dissolvable DCM 12.5PSI Frac Ball	1	\$ 1,065.00
8	4 1/2" 15.1# Hydraulic Initiation Port 4330, 15K PSI 5.563" OD Vam Top HC	1	\$ 5,502.00

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PATENT

REEL: 053025 FRAME: 0256

9	4 1/2" 15.1# Circulation Sub 4330,15K,PSI 5.563" OD Vam Top HC (includes setting ball)	1	\$ 5,502.00
10	4 1/2" 15.1# Rock Anchor 4330,15K PSI 5.563" OD Vam Top HC	1	\$ 7055.00
11	4 1/2" 15.1# 4 1/2" MultiFrac Sleeve 4330,15K PSI 5.563" OD Vam Top HC	1	\$ 5857.00
12	4 1/2" 15.1# Tartan Open Hole Dual Element Packer Atlas 4330 15K PSI 5.563" OD Vam Top HC	1	\$ 7055.00
13	MultiFrac Dissolvable DCM 15K PSI Frac Ball	1	\$ 1,065.00
14	4 1/2" 15.1# High Flow Cement Initiation Sub P-110,125KSI 15K PSI 5.35" OD Vam Top HC,TFA to 25.4 in2	1	\$ 7000.00
15	4 1/2" 15.1# High Flow Cement Initiation Sub 4330,15K PSI 5.35" OD Vam Top HC TFA to 25.4 in2	1	\$ 7500.00

SCHEDULE 2

FIELD SERVICE RATES FOR ONE ENGINEER

FIELD SERVICE DAY RATE	FIELD SERVICE STANDBY DAY RATE
\$ 1500	\$ 650

For

INTERNATIONAL COMPETITOR TRADING & CONSTRUCTION & PETROLEUM SERVICES, LLC

Attention: Abdulmoeen Al yousef
 PO Box 3652, Zip code 30952, Dammam
 Kingdom of Saudi Arabia
 ceo@competitor.com.sa
 Tel: +966566644279
 Land: +966138171666

For

Tartan Completion Systems

2327 Colman Circle Casper, WY 82601 United States
 Attention: Ryan McGillivray
 Ph: +1780-463-3366
 Cell: +1780-991-4613
 Fax: +1780-462-1670

IN WITNESS WHEREOF, the Parties have executed this Agreement.

SIGNED ON BEHALF OF INTERNATIONAL COMPETITOR

SIGNED ON BEHALF OF Tartan Completion Systems
 شبيب مجول الدوسري
 SHABIB M ALDOSSARI



Name: Abdulmoeen Alyousof
 Title: Chief Executive Officer
 Date: 07/24/2019

Name: Ryan McGillivray
 Title: CEO and President
 Date: 07/24/2019

A.A

C.R. 2050219084
KINGDOM OF SAUDI ARABIA
INTERNATIONAL COMPETITOR TRADING
CONTRACTING AND PETROLEUM SERVICES L.L.C
شركة منافس الدولي للتجارة والتجارة العامة
والخدمات البترولية ذات مسؤولية محدودة

