

NON-EXCLUSIVE COMMERCIAL AGENCY AGREEMENT

This Agreement is signed & agreed on [September 23, 2026], by and between:

First Party (Shanxi Solid Industrial Co. LTD):

Headquarters Address:

28F, No.8 Changxing South Street, Jinyuan District, Taiyuan, Shanxi, China

Post Code: 030021 TEL1: 0086-351-8390369, TEL2: 0086-351-8390336, FAX: 0086-351-8390339

Mobile: 0086-13834503046

Email 1: info@cnsolid.com

Email: sales@cnsolid.com

Website: <http://www.solidpipes.com>

Website: <http://www.solidpipeline.com>

Represented by: Mr. Binbin Zhang

(hereinafter referred to as the "First Party" or the "Manufacturer").

Second Party (Al-Ateed Co. for General Contracting Ltd.):

Headquarters Address:

Head Office: Baghdad Al-Jamea'a Quarter-Al-Numan Building

Mosul - Al-Majmoa'a Al-Thaqafa

Jordan-Amman-Wasfi At-Tall St.-Salam Cmplx-floo

Tel: +964 790 343 7720, +962 7 9999 2137

e-mail: info@alateedco.com, alateed.company.ltd@gmail.com

Represented by: Mr. Raad M. Hammodat (on behalf of the Authorized Manager: Mr. Saddam H. Abed).

(hereinafter referred to as the "Second Party" or the "Agent"),

PREAMBLE

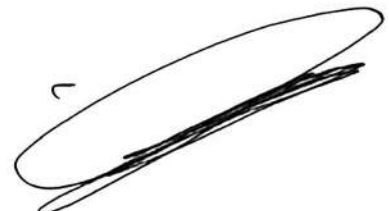
WHEREAS, the First Party is the owner and manufacturer of the trademark and the products (specified in his attached Profile) as Appendix (A); and

WHEREAS, the Second Party desires to sell and distribute these products within the specified geographical scope and possesses the commercial, technical, and logistical capabilities and expertise required for that purpose;

NOW, THEREFORE, both Parties, having full legal capacity, have agreed to the following terms and conditions:

CLAUSE ONE: NATURE OF AGENCY AND GEOGRAPHICAL SCOPE

1.1 Products: Refers to all products manufactured by the First Party as specified in his attached Profile Appendix (A) attached hereto.

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1.2. **Geographical Scope:** The Second Party is granted the right to sell and distribute the Products within the borders of the (Republic of Iraq).

1.3 **Non-Exclusivity:** Both Parties expressly acknowledge and agree that this agency is non-exclusive.

CLAUSE TWO: TERM AND EFFECTIVENESS OF AGREEMENT

2.1. This Agreement shall be effective for a period of [one year renewable], commencing on the date of signing hereof and expiring on [September 23, 2027]. It shall be automatically renewed for a similar period upon the written consent of both Parties, or the submission of purchase and supply orders shall suffice as evidence of continuation.

CLAUSE THREE: OBLIGATIONS OF THE FIRST PARTY (MANUFACTURER)

3.1. Supplying the goods requested by the Agent in accordance with approved international standards and specifications, free from manufacturing defects, and subject to standard inspection by an international inspection company designated by the Second Party.

3.2. "Providing the Agent with product catalogues, technical documentation, and digital marketing materials. Small samples shall be provided free of charge upon request, provided that international courier/freight costs are borne by the Second Party. For large-scale equipment, technical drawings and specifications shall serve in lieu of physical samples."

3.3. supporting the Second Party with competitive pricing (under equivalent order volumes, specifications, and payment conditions), and refraining from selling to other parties at prices lower than those offered by the First Party to the Second Party.

3.4. Providing technical support services to the Second Party for basic maintenance and post-sale services for the Second Party's clients.

CLAUSE FOUR: OBLIGATIONS OF THE SECOND PARTY (AGENT)

4.1. Exerting reasonable commercial efforts to market and distribute the Products within the Territory and maintaining the reputation of the trademark.

4.2. Refraining from modifying, repackaging the Products, or removing the First Party's trademarks.

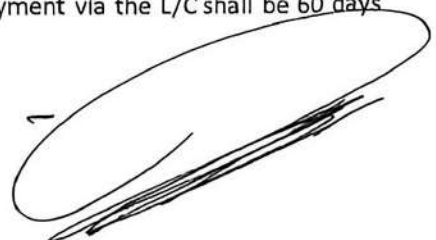
CLAUSE FIVE: FINANCIAL TERMS AND PAYMENT CONDITIONS

5.1. Purchase prices for the Second Party shall be determined by the First Party. The First Party reserves the right to amend the price lists provided that it notifies the Agent in writing at least [30 days] in advance.

5.2. Payment for orders shall be made via [Letter of Credit (L/C)], and the advance initial payment shall be made by Telegraphic Transfer (T/T) according to the percentage agreed upon by both Parties.

The Payment (as per current situation in the middle east, Gulf & Um Qasr port, Iraq) shall be made via Irrevocable Letter of Credit (L/C) at 90 days sight from the Bill of Lading (B/L) date, (interest-free), then if the situation became normal, the Payment via the L/C shall be 60 days sight from the Bill of Lading (B/L) date, (interest-free).

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5.2. The First Party shall bear freight costs to deliver the goods to [Um Qasr Port, Iraq] on [CFR / CIF] terms (Incoterms 2020). All port unloading charges (THC), demurrage, storage, customs duties, and inland transportation inside Iraq shall be borne exclusively by the Second Party.

CLAUSE SIX: INTELLECTUAL PROPERTY AND TRADEMARKS

6.1. All patents and trademarks shall remain the property of the First Party.

6.2. The Second Party is granted the right to use the First Party's trademark for advertising and sales purposes exclusively for the duration of this Agreement.

CLAUSE SEVEN: GOVERNING LAW AND DISPUTE RESOLUTION

"This Agreement shall be governed by and construed in accordance with International commercial laws / the laws of [China / Singapore]. Any dispute arising out of this Agreement shall be settled amicably. Any dispute arising out of this Agreement shall be settled amicably. In the event an amicable settlement cannot be reached, the dispute shall be referred to the competent courts of [Singapore International Arbitration Centre (SIAC) for arbitration in accordance with its rules.

CLAUSE NINE: TERMINATION

Both Parties have the right of termination of this agreement in case of Force Majeure such as unforeseen events that prevents the selling process during the period of this agreement for long time (one year or more), such as some wars, or natural disasters etc.), then both parties can renew the agreement after the situation becomes normal.

"CLAUSE TEN: COUNTERPARTS

This Agreement has been executed in two original copies in the English language, with each Party receiving one copy to act in accordance therewith.

For the First Party (Manufacturer):

Mr. Binbin Zhang

Signature:



For the Second Party (Agent / Distributor):

Mr. Raad M. Hammodat

(on behalf of the Authorized Manager: Mr. Saddam H. Abed).

Signature:

