



To Whom IT MAY CONCERNS

Object: Iran Market Partner Introduction

Egregious Customer,

With this letter I, Emiliano Taranghelli president of board of director of T&T Sistemi srl, Via Po, 22 Roma ITALY acting as System Integrator, Skid manufacturer and solution provider in the world for more than 30 years, declare that RAASA PETRO SAFE Engineering & Trading Co. with reg. No. 498019 with following information acts our Exclusive Partner for our Control and Industrial Division concerning the Control System Integration & Tank Gauging System activities as well as Process and Metering Skids and we will be supporting them with providing complete technical and commercial assist as well as local fabrication and after sales services.

RAASA PETRO SAFE Eng & Trading Co.

Reg. No: 498019

Local office: Unit2, No. 173, Dolat Street, Pasdaran Junction, Tehran, Iran

Email : info@raasapetro.com / Tel/Fax : +98 21 22 780 170 / Mobile: +98 912 345 6131

Contact Person: Mr. Babak Khodabakhshi

We would like to mention that RAASA PETRO SAFE engineers will be well trained for carrying out local activities for integration, skid fabrications, installation, commissioning and after sale services with supervisory and on behalf of T&T Sistemi srl. according to our mutual agreement.

To understanding our main business portfolio, you may kindly refer to attached brochure and remarkable reference list in control system (Siemens, ABB, GE,...) as well as integration and revamping projects.

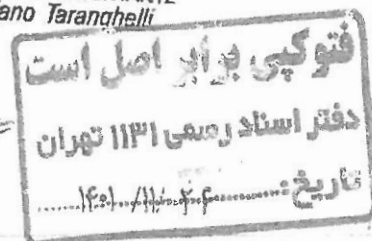
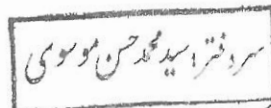
This Letter is valid until end of the year 2024.

Levane – Italy, 1st November 2022

T&T sistemi srl – Emiliano Taranghelli (Legal Representative and President of Board of Director

Stamp and Signature

T&T sistemi s.r.l.
LEGALE RAPPRESENTANTE
Emiliano Taranghelli



T&T sistemi srl

Registered Head Office
Via Po n. 22 00198 Roma, Italy
VAT/Fiscal Code n. 01473730511
REA Registered n. RM-1410501
Company Share Capital: € 1000000.00
Idati cu conținuturi de proprietate a T&T sistemi srl și nu pot fi copiate, reproduse sau folosite în altă formă decât cea în care sunt prezentate în această publicație.
The data contained in this document are the property of T&T sistemi srl and shall not be duplicated, used or disclosed without the prior written consent of T&T sistemi srl.

Operational Headquarters
Via Leo Valiani 67-77, 52025 Levane (AR) Italy
email: info@tetsistemi.com - website: www.tetsistemi.com
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		PAS Process Automation Systems Ltd. ✉ U Mesta Chersonu 1715 434 01 Most, the Czech Republic ☎ +420 476 730 402 📠 +420 76 702 707
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To Whom It May Concern

Subject: Supporting Letter

Project: Leak Detection System

We,

PAS Process Automation Systems Ltd.,

being manufacturer and solution provider of Pipeline Leak Detection Systems, located in Most, The Czech Republic, hereby certify and authorize

" Raasa Petro Safe Co. /Iran"

as our local partner

As per our internal agreement for Iran Projects, upon any project for Iran Market, we will arrange training of 3 local staff in our workshop. They will be involved and trained in the same project from level of software engineering up to hardware implementation, system integration, commissioning and site activities. They will be also trained for fault analysis and system diagnostic during the guarantee/warranty period. Besides those local staff, our high-end technical person would be available during final integration in Tehran and during Commissioning & SAT activities.

Our internal agreement also includes investment in Iran including know-how transferring and localization the current technology with our partner to have a fully local manufactured Leak Detection System in Iran Market and clients/end users can have full local support from a local company hereafter. This strategy clearly shows our full interest into Iran market and our will to remain in the country for long term business.

10 Oct 2021



Mr. Zdenek Skrovny, PAS CEO

DATED:

01 Feb 2022

Agreement No: RPS-22-0201

TECHNOLOGY TRANSFER AGREEMENT

Between



PAS Procesní Automatizační Systémy Sro Company

and



Raasa Petro Safe Co.

 PAS PROCESS AUTOMATION SYSTEMS PAS Procesní Automatizační Systémy Sro.	TECHNOLOGY TRANSFER AGREEMENT Doc. No.RPS- 22-0201	 Raasa Petro Safe Co.
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This Agreement is made the First of Feb Two Thousand and Twenty-Two between:

PAS Procesní Automatizační Systémy Sro. Czech Republic (as first Party), with reg. no. 40229319 a corporation duly organized and incorporated under the laws of Czech Republic, has its principal office at Most, U města Chersonu 1715, Czech Republic, to act as the Transferor of the Know-how, License and technology of the **Products** as defined here after to the second party

and

Raasa Petro Safe Co. (as second Party), with reg. No. 498019 a corporation duly organized and existing under the laws of Islamic Republic of Iran and its registered office is located at Unit 2, No. 173, Kolahdouz Ave, Tehran, Iran, to act as the Local company under license of the First party within the territory of Islamic republic of Iran (hereinafter called the "Territory")

WITNESSETH

WHEREAS, PAS Procesní Automatizační Systémy Sro. desires to Transfer Technology to Raasa Petro Safe Co.

WHEREAS, Raasa Petro Safe Co. desires to accept such appointment as Transferee of technology in territory;



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NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

The parties mutually acknowledge their capacity to undertake the following:

1. That the company "PAS Procesní Automatizační Systémy Sro." (hereinafter referred to as the "Transferor") has the legal ownership of the know-how and the technical data and information on subject of this Agreement. It possesses full rights to grant, transfer, or convey licenses for the access of the know-how and technical data and information necessary for utilizing the software and system implementation, troubleshooting, technical assistance of Leak Detection System.
2. That the company "Raasa Petro Safe" of Iran (hereinafter referred to as the "Transferee") expresses its intention to acquire the licenses to access the know-how and technical data and information for the manufacturing of the products under the terms and conditions of this Agreement.

Article 1. Definition

The terms used in this Agreement shall be construed in the way they are taken in the context. Any difference in its construction shall only be entertained when a particular provision provides for the same.

- 1.1. "Know-how", as used in this Agreement shall mean the necessary knowledge, experience and skills for the production of the products;



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1.2. **Technical data and information** covers the information obtained from researchers, those that may be utilized for the experiment, installation, manufacturing, process, quality control, test, efficient operation, and maintenance on and of the manufacturing of the products.

1.3. **Products** or **LDS** as used in this agreement means Leak Detection System and any related activity including (not limited): PLC & Hardware, Software, Configuration, Integration and Assembly, Commissioning and Troubleshooting for oil and gas pipeline.

Article 2. Coverage

This Technology Transfer Agreement shall include the license to access the know-how and the technical data for LDS and it includes all information and know-how which is needed to complete a real project in oil & gas pipeline leak detections in a way that Transferee have all know-how and have access to all software data to complete a project.

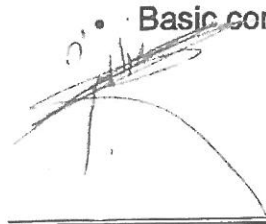
2.1 Know-How Technology Transfer Steps.

The Technology transfer mentioned in this agreement will happen in 4 steps as follow:

➤ Step 1: System Architecture and Training

a) Technical Training:

- Basic concept of Leak Detection System




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- LDS application
- API standards for LDS
- Concept of Negative Pressure Wave technology
- Concept of Industrial data communications
- PLC Hardware Selection and Topology
- Leak detection Simulation and Calculation
- Cybersecurity
- Instrumentation Selection
- PASMOST LDS Software
- Architecture of an LDS System
- GPS time synchronization
- Communication between local stations to central station
- Software Implementation
- Panel construction and Assembly
- Routine Tests and FAT Procedures
- Site Installation, Maintenance and Troubleshooting
- Site services and after sales support

b) Sales and Marketing Training

- Basic concept of Leak Detection System
- LDS application
- API standards for LDS
- Concept of Negative Pressure Wave technology
- NPW technology Versus other methods
- PASMOST software concept
- Worldwide competitors, weakness and strength
- PASMOST references and End user satisfactions
- After Sales Supports

c) Project Management Training



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➤ Step 2: Demo System and Parameters Calculation

2-1 Transferor will design and prepare a dedicated demo system including all hardware and software requirement for LDS system. This system will be delivered to Transferee for using as marketing and training concepts. The demo system includes:

- PLC and other Components including instrumentation and mechanical parts and relevant cabinet
- LDS Monitoring and Calculation Software
- Software licenses access for training and modification plus Automation studio

This Demo system will be integrated in presence of technical experts from Transferee as part of second level of training.

2-2 Transferor will transfer all know-how related to Parameters Calculation and software to Transferee in a way that transferee technical expert would be able to use this software for related calculations without needing any further assistance from Transferor.

➤ Step 3: Team Working in a Project

After Step 1 & 2, Transferee will have complete data and information to prepare technical proposals and find best solution in projects, select best suitable hardware, simulate the project, calculate the leak rate and accuracy, implement LDS software into the selected hardware, assemble the system parts into cabinet and do a full test and FAT. Also Transferee will have capability to do site commissioning, system tuning and troubleshooting.



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To ensure that Transferee will be able to complete a project in a proper way by himself, Transferor will involve transferor experts in a new transferor job/project. In this case, Transferor will lead Transferee experts to do all activities. Both parties agreed that this job shall be carried out by Transferee under Transferor fully supervisory and responsibility.

Depends on the job/project size and location, this section will be mutually detailed and agreed upon the case. Anyhow, at the end of this step transferee shall be able to take fully responsibility of a new project and handle new projects by his team.

➤ Step 4: Software Access and Licences

4.1 Transferor agrees to give full access to PASMost LDS with full know-how for software coding and algorithms in a way that Transferee would be able to upgrade or do customization/correction of software. Also, Transferee shall be able to do implementation software into any system architecture, based on B&R hardware.

In this step, Transferee will be trained to do following tasks, also all know-how and information data will be shared with Transferee by Transferor accordingly:

- Using Parameters Calculation Software (Access to necessary software code will be shared)
- Tuning in leak detection software for projects
- Preparing technical proposals for projects based on the project requirement
- Simulation of a project and reach to leak detection accuracy

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Although LDS software access will be given to Transferee, but copyright and Licenses of the software will remain in Transferor in any case and for any Commercial use, Transferee agreed to pay license fee for each stations as per "commercial terms & conditions" which is attached to this agreement and shall be always part of this agreement.

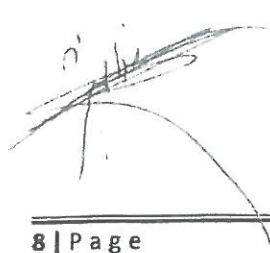
4.2 Property Rights and Restrictions On Use

Transferee understands and recognizes that the Software, and customizations, updates or corrections, if any, are the property of, and all rights thereto, are owned by Transferor. Transferee also acknowledges that such are a trade secret of Transferor, are valuable and confidential to Transferor, and that its use and disclosure must be carefully and continuously controlled. Title to the Software, and customizations, updates or corrections, if any, shall at all times remain with Transferor.

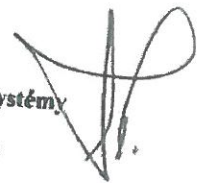
It has been agreed that upon any upgrade or modifications on software, transferee will notice transferor and share all changes to transferor for approval. Transferee shall not use modified software into any system before approval by Transferor.

➤ Step 5: Local R&D Team

The Parties desire to conduct research and development in order to develop software and allocate a dedicated hardware system with respect to the Leak Detection System. Meanwhile, the parties will set up a research and development department in Iran and look it into a long-term co-operation and relationship with the aim of improving current system based on the know-how of both Parties in support of the activities of the Parties under this agreement.




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2.2 Schedule of Technology Transfer

Both parties agreed to follow the above mentioned steps of technology transfer as below:

Step No	Description and Schedule	Location
Step 1	Training can start immediately upon signing this contract. Both parties will arrange for a suitable time as per Visa availability and Transferor time schedule.	PAS Most office/ Czech Republic
Step 2	Transferor will order and prepare demo system within 4 months after signing the contract (EXW delivery). Transferee will send experts to have training with the system.	PAS Most office/ Czech Republic
Step 3	Upon any local project with more than 5 stations, transferor will cooperate with Transferee (as per Step 3) to complete the project by Transferee team with Transferor supervisory. Both parties agreed that this section may happen even for Transferee international project by mutual agreement.	PAS Most office/ Czech Republic & Raasa Petro Safe Co.
Step 4	This step will happen after awarding PO of total 33 Stations and whole part of know-how will be delivered during system configuration of the last project.	PAS Most office/ Czech Republic
Step 5	A dedicated R&D team for software improvement (as per local requirements) and also design and manufacturing of dedicated hardware will be assigned in Transferor location by cooperation/supervisory of Transferee upon Transferor full access to software (Step 4).	Raasa Petro Safe Co.

Note: Relevant costs (if any) for items mentioned in Article 2 will be reflected in "commercial terms & conditions" attached to this agreement.

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Article 3. Territory

3.1. Both parties agreed that for the first phase of this activity, Territory will be limited to Islamic republic of Iran.

3.2 The Transferee shall not in any way exploit the products manufactured utilizing the know-how and technical data and information outside the above-mentioned territory during the existence of this agreement, and 2 years following the date of this agreement.

Article 4. Technology Transfer

4.1. The Transferor agrees to assign, transfer, and convey the licensed know-how as per items mentioned in article 2. The Transferee is granted the right to use the know-how to exclusively use the products utilizing the said knowledge, experience and skills.

4.2. The Transferor shall provide the technical data and information necessary for the utilizing the software and system implementation, troubleshooting, technical assistance as detailed in Article 2&3 will be imparted.

4.3. In instances when the technical data and information is not totally in accord with the plant condition of the Transferee, the Transferor is tasked to make some modification for the improvement of the technical data and information.




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4.4. The Transferor shall keep the Transferee duly informed of the updates and improvements of the know-how and the technical data and information. Also upon R&D team assignment, both parties will work on improvement of system.

Article 5. Exclusivity

5.1. The grant of right to access the know-how, licenses & information to the Transferee by the Transferor shall be exclusive within Territory. The Transferor is prohibited from entering into other agreements involving the same subject matter, nor commercialize the products utilizing said technology, nor assign, transfer, or convey the know-how and technical data and information with any third part/company within the Territory.

5.2. The Software & know-how of LDS is for the sole use of Transferor and shall be used only for the purpose set forth in this Agreement and the same territory as agreed.

5.3. The Transferor shall not be entitled to appoint in the Territory any agent, consultant, commission merchant or distributor in territory.

Article 6. Warranties of the Transferor

6.1. The Transferor, duly registered and incorporated under the laws of Czech Republic, possesses full legal capacity, power and authority granted by the laws to enter into this Technology Transfer Agreement and perform all the duties and responsibility as herein stipulated.




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6.2. The Transferor, having legal ownership of the know-how including the technical data and information covered by this Agreement has the exclusive property rights over the same.

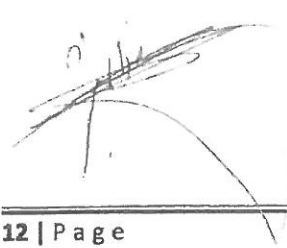
6.3. It is fully warranted by the Transferor that there has not been any litigation, or any action commenced involving the subject know-how and technical data and information that would possibly affects the rights and interests of the Transferee over the same.

6.4. That in any case where an action is brought involving the subject matter herein, the Transferor shall perform all the necessary process to terminate the action and shall ensure that the resolution of the said action shall not in any way be detrimental to the rights granted to the Transferee.

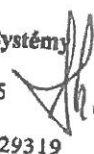
6.5. The process, approvals, and necessary documents have been fully complied with by the Transferor to legally enter into this Agreement and perform the duties herein provided.

6.6. The Transferor is precluded from utilizing the know-how and technical data and information covered by this Agreement, or registering for patent the product applying the subject technology, or entering into agreements with third parties involving the same subject matter in Territory

6.7. Upon the request of the Transferee, the Transferor declares, covenants, and gives the Transferee its full assurance that it will organize and execute all




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Documents that the Transferee will deem as necessary for the successful execution of this Agreement's terms and conditions.

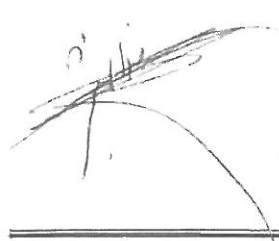
6.8. The Transferor assigns the Transferee to organize and execute such Documents on the basis that the Transferor's name be used rightfully and justly if needed by the Transferee.

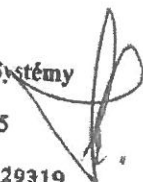
6.9 Transferee agrees to promptly notify Transferor if it obtains information as to any unauthorized possession, use or disclosure of the Software by any person or entity, and further agrees to cooperate with Transferor in protecting Transferor's proprietary rights.

6.10. If Transferee, its officers, agents, or employees, breach any provision of this Agreement, such breach must be cured within thirty (30) days of receipt of Transferor's written notice describing such breach. If such breach is not cured within the thirty (30) days after receipt of the notice, Transferee shall pay Transferor reasonable monetary payments for loss and/or damages related to such breach.

Article 7. Warranties of the Transferee

7.1. The Transferee, organized and registered under the laws of Iran, warrants to have the legal capacity, power and authority to be a party to this Agreement, be bound the terms and conditions herein and perform its respective duties and responsibility.




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7.2. The Transferee has secured all the necessary documents, performed the required actions and obtained the consent and approval of the proper authorities to be granted the rights to access the know-how and technical data and information covered by this Agreement.

7.3. The execution of this Agreement and giving effect to the same bind and oblige the Transferee to perform all the necessary acts for the enforcement of the provisions herein stated.

7.4. The Transferee is bound by the confidentiality clause as to the know-how and technical data and information as covered by this Agreement.

7.5. The Transferee acknowledge is strictly prohibited from sharing, and/or disseminating any and all confidential information to any other individual or party that is not legally bound to this Transfer Agreement with the exception that a written notice of approval and authorization is received from Transferor.

7.6. The Transferee is bound by the confidentiality clause of this Agreement as to the know-how and technical data and information within the scope of this Agreement.

Article 8. Confidentiality

8.1. The transferee is under obligation to refrain from disclosure of any confidential information received by transferor

- which is provided in writing or in another form and marked "confidential", or

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- which was provided orally and stated to be confidential and which is written down within 14 days and marked confidential by the party that provided the information.

8.2. Confidential information shall not be revealed to others or published without prior written consent from the right holder.

8.3. The provision does not apply to information;

- which was known to the recipient before the information was provided,
- which disclosure is demanded by the authorities and/or the courts pursuant to the law.

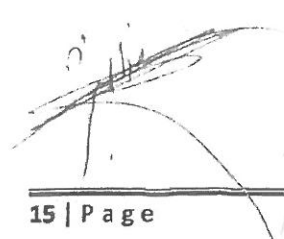
Article 9. Liability

Each party shall indemnify the other party against any loss, damage or injury to their own and any possible subcontractor's property or personnel, unless the loss, damage or injury is due to deliberate action or gross negligence by the other party.

Article 10. Jurisdiction & Governing Law

10.1 This Agreement shall in all respects be interpreted in accordance with the Law of Czech Republic.

10.2 The parties will strive to resolve the issues and any dispute in good faith and through proper escalation. Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. If any difference of opinion arises regarding this Agreement, such dispute should be settled in accordance with the rules of the Committee for Settlement of Disputes between Commercial companies at court in Prague,

	 Raasa Petro Safe Co شرکت مهندسی بازرگانی راسا پتروسایف بهمن خاس شماره ثبت: ۱۸۰۱۹	PAS Procesní Automatizační Systémy spol. s r.o. U Města Chersonu 1715 434 01 Most IČO: 40229319 DIČ: CZ40229319
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Czech Republic. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it more than two years after the cause of action arose.

Article 11. Execution of the Agreement

The transferee has the overall responsibility for ensuring that the requirements in the Contract are met, and for fulfilling the various obligations, including required documents, material, machinery and training. The Transferor shall without undue delay submit required information that the Transferee requires to fulfil obligations. Transfer activities shall be carried out in accordance with accepted practice. The Transferee is required to comply with all applicable legislation and regulations, as well as all rules and guidelines of relevance to the implementation of the Agreement, including rules and guidelines relating to ethical considerations as well as recognised quality standards and norms. The Transferee is responsible for following up the work of internal Engineers & Researchers involved in the proposed transferring.

Article 12. Funding

Transferor agrees to allocate required funds to execute the Agreement and both parties agreed to put investment in R&D in Iran for software development in accordance with "commercial terms & conditions" attached to this agreement.




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Article 13. Termination

13.1 This Agreement will automatically be terminated in the event of any of the following:

- Transferee ceasing business or being declared Bankrupt. In case of Transferor Bankrupt, Transferee has authority to continue this Agreement or to Terminate.
- The Transferee's business going into liquidation or being dissolved other than for the purpose of re-construction or re-organization.

13.2 On termination of this Agreement from whatever cause the Transferee will return to the Transferor; all drawings, customer records and other data relating to the Transferor's business or services which may be in his possession. "Unless required by law, and subject to their disclosure obligations under applicable securities law and/or disclosure obligations under applicable securities exchanges (and then only after using their best efforts under the circumstances to provide prior notice to their respective lawyers), each of Transferor and Transferee agree that they will not, without the other party's prior written consent, publicity disclose any information belonging to the other party".

13.3 Upon termination of this agreement (for whatever reason) no compensation or terminal payment shall be paid due from any party to any other.

13.3 In no event shall either party be liable to the other for any indirect, consequential, incidental or special damages arising from any claim or action hereunder, whether based on contract, tort or other legal theory or liability.




PAS Procesní Automatizační Systémy
spol. s r.o.
U Města Chersonu 1715
434 01 Most
IČO: 40229319 DIČ: CZ40229319



 PAS PROCESS AUTOMATION SYSTEMS PAS Procesní Automatizační Systémy Sro.	TECHNOLOGY TRANSFER AGREEMENT Doc. No. RPS-22-0201	 Raasa Petro Safe Co.
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Article 14. Miscellaneous:

14.1 No Publicity. Neither party shall publicize or disclose to any third party without the consent of the other party, either the terms of this Agreement or the fact of its existence and execution, except as may be necessary to comply with other obligations stated in this Agreement.

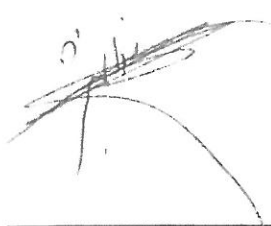
14.2 No Joint Venture. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties hereto, nor shall either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

14.3 No Assignment, neither party may assign its rights or obligations hereunder without the other party's prior written consent, except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets.

14.4 Waiver. Either party's failure to exercise any of its rights under this Agreement shall not constitute or be deemed to constitute a waiver or forfeiture of such rights.

14.5 Severability. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

14.6 Survival of Provisions. Notwithstanding any other provisions of this Agreement, the provisions of Confidentiality and Liability shall expressly survive the termination of this Agreement.




Raasa Petro Safe Co
شرکت مهندسی بازرگانی راسا پتروسیف
مجلس خانی
شماره ثبت: ۹۸۰۹۸



PAS Procesní Automatizační Systémy
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IN WITNESS WHEREOF, the parties hereto have executed this Technology Transfer Agreement as of this First day of Feb, 2022.

On behalf of Transferor Company

Mr. Zdeněk Skrovný

Managing Director

PAS Procesní Automatizační Systémy Sro Co.

PAS Procesní Automatizační Systémy
spol. s r.o.
U Města Chersonu 17/5
434 01 Most
IČO: 40229319 DIČ: CZ40229319

On behalf of Transferee Company

Babak Khodabakhshi

Managing Director

Raasa Petro Safe Co.

