

Business Representation Agreement

1. Parties. This Business Representation Agreement ("Agreement") is made and entered into by and between the following companies, referred to hereafter as the "parties" or individually as a "party" to this Agreement:

(a) Day & Zimmermann, Inc. ("DZI"), a corporation organized and existing under the laws of the State of Maryland, United States of America, having offices at 1500 Spring Garden St. – 10th Floor, Philadelphia, PA 19103, USA, and

(b) XXXXXX.

2. Appointment and Territory.

(a) Exclusive Appointment. DZI hereby appoints XXX to serve, while this Agreement remains in effect, as its exclusive business representative for the sale of the products of its Munitions and Government Group identified in Exhibit 1 hereto (the "Appointed Items") to the YYYY_Ministry of Defense, the YYYY_National Guard and other lawful customers for DZI's munitions products and services (collectively "Customers") within the YYYYYYYY(the "Territory"). Exhibit 1 may be amended by the parties from time to time, but any amendment must be in writing, and must be signed by a duly authorized representative of each party.

(b) Exclusivity Commitments of DZI; XXX Commission. With the exceptions noted below ("No Commission Exceptions"), and while this Agreement is in effect, DZI covenants and warrants that it will market and sell the Appointed Items (from the time they are designated as such in Exhibit 1) to or for the use of Customers in the Territory exclusively through XXX, and that XXX will be entitled to a commission of 10% of gross sales taken from payments actually made by the customer to DZI, within 30 of receipt of such payment. The No Commission Exceptions are as follows:

(1) FMF and FMS Sales with Covenant Against Contingent Fees. DZI shall not be under any obligation to pay a commission on sales made to Customers within the Territory under the U.S. taxpayer-funded Foreign Military Sales or Foreign Military Funding programs that are made with U.S. Government funding and require that the contractor commit to abide by Federal Acquisition Regulation 52.203-5 -- Covenant Against Contingent Fees or another obligation similar thereto.

(2) Contingent Fee Forbidden by KSA Law or Regulation. DZI shall not be under any obligation to pay a commission on sales made to Customers within the Territory if applicable laws or regulations of the Kingdom of YYYYYYYY or of the Customer forbid the payment of a contingent fee by the contractor making the sale, or make such payments a condition of default that would allow the Customer to terminate the contract.

(3) Sales of Parts or Components or Subassemblies to U.S. Prime Contractors for Sale to Customers in the Territory or for Use in the Territory. DZI shall not be under any obligation to pay a commission on sales of its load/assemble/pack ("LAP") services, parts or components or

subassemblies of Appointed Items that it sells to companies that are U.S. Persons under the U.S. International Traffic in Arms Regulations ("U.S. Prime Contractors") for use in their munitions products, even if those products are sold to persons in the Territory or for use in the Territory.

(c) Exclusivity Commitments of XXX. XXX covenants and warrants that it will market and sell Appointed Items in the Territory exclusively for DZI, and not for any other company or person, while this Agreement remains in effect. XXX covenants and warrants that it will not accept any commission, fee or other payment from any person other than DZI in connection with the sale of Appointed Items for use in the Territory or to companies or persons in the Territory.

3. Services Performed by XXX. XXX will, at its own expense and with the use of technically qualified personnel, use commercially reasonable endeavors to effect the sale of the Appointed Items in the Territory by:

(a) introducing officers and employees of DZI to government officials and potential customers within the Territory, and developing and maintaining customer and governmental contacts as necessary;

(b) advising DZI regularly on any current local political, economic, industrial and marketing developments in the Territory which may impact DZI's chances to sell the Appointed Items;

(c) arranging meetings for DZI personnel with buying and/or using agencies of the Customer's organization, or other appropriate organizations or individuals regarding any sales opportunity, proposal, tender, offer, quotation, inquiry or potential order or contract;

(d) serving as liaison with DZI personnel when they attend meetings with the Customer regarding any sales opportunity, proposal, tender, offer, quotation, inquiry, or potential order or contract and, when requested to do so, accompanying DZI personnel to said meetings;

(e) serving as liaison with buying and/or using agencies of the Customer's organization regarding any sales opportunity, proposal, tender, offer, quotation, inquiry or potential order or contract;

(f) providing such translation and/or interpretation services as may be required from time-to-time regarding any sales opportunity, proposal, tender, offer, quotation, inquiry or potential order or contract;

(g) assisting DZI in obtaining all necessary official approvals, visas, permits and licenses which may be required by DZI as a result of seeking to sell and selling the Appointed Items in the Territory;

(h) advising DZI generally with regard to business customs and practices in The Territory and, when required, making recommendations regarding local legal, public accounting and public relations counsel as such customs and practices may relate to seeking to sell and selling the Appointed Items;

(i) assisting in negotiations with the Customer and making recommendations regarding terms and conditions, pricing and overall strategy; and

(j) providing logistical support to DZI personnel while they are in country including, without limit, arranging (but not paying for) lodging/housing, transportation and communication in connection with any sales opportunity, proposal, tender, offer, quotation, inquiry or potential order or contract.

4. Support of XXX's Business Solicitation Activity by DZI. DZI will supply XXX with reasonable quantities of publicity material, descriptive literature suitable for sales promotion and such technical literature including, without limitation, drawings and specifications, regarding the Appointed Items as are deemed appropriate by DZI and as are approved for export (where required) by cognizant U.S. authorities. DZI will also make in-country technical, qualifications and commercial presentations to Customers regarding the Appointed Items arranged by XXX where deemed appropriate by DZI.

5. Acceptance of Contracts by DZI. XXX agrees that DZI and its affiliates may, at their sole discretion, decline to accept any contract or order from, or decline to make an offer to, Customers regarding the Appointed Items and that in so doing incurs no liability, financial or otherwise, toward XXX. In such an event, DZI will provide within a period not exceeding (7) seven days, a written summary of its decision to XXX, if requested by XXX to do so.

6. Remuneration and Payment.

(a) Commission. The entirety of the remuneration owed by DZI to XXX will be the commission provided for in Section 2(b) above. No commission shall be payable if its payment would not be lawful under the laws of the United States of America or of the Kingdom of YYYYYYYY. By accepting any commission payment, XXX represents, covenants and warrants that the payment is completely lawful under the laws and regulations of the Kingdom of YYYYYYYY and

- (1) has been timely and completely and accurately disclosed to all agencies and instrumentalities of the YYYYYYYYn Kingdom to whom disclosure is required under YYYYYlaws and regulations,
- (2) will not constitute a breach of the contract signed with the Customer in question,
- (3) will not cause the contract in question to become void or voidable, and
- (4) will not cause DZI or its affiliate to become subject to a tax, civil or criminal fine or penalty.

(b) Timing of Payments. All payments due XXX hereunder will follow by 30 days the contract payments received by DZI from the Customer and will be made in U.S. dollars by ACH electronic transfer sent to the bank account in the USA or in YYYYYYYY designated by XXX by written notice to DZI from time to time.

7. Subcontractors. XXX will not employ or otherwise utilize the services of subcontractors, agents or other such third parties ("Subcontractors") in connection with its performance hereunder without first identifying each such Subcontractor to DZI and without obtaining for each, in advance, DZI's

written approval regarding the scope of services to be performed and the total amount of remuneration to be paid.

8. Relationship of the Parties

(a) Independent Contractor. XXX is an independent contractor and not an agent of DZI and nothing herein shall create an employer-employee, principal-agent, partnership or joint venture relationship between XXX and DZI. DZI and XXX confirm that no labor relationship exists between them and that both parties are separate and unrelated legal entities.

(b) No Commitment Authority. XXX will not have the authority to make any agreement or commitment, or incur any liability on behalf of DZI, nor will DZI be liable for any act (or failure to act), contract, commitment, promise, or representation made by XXX, except as specifically authorized in this Agreement or as the parties may hereafter agree in writing.

(c) Responsibility for Actions of XXX Employees. XXX will be solely responsible for the performance of its and its employee's acts, duties and responsibilities under this Agreement, and for the acts, duties and responsibilities of its Subcontractors. XXX will indemnify, hold harmless and, at its sole expense, defend DZI, its affiliates and their officers, employees and agents, from and against any and all claims, demands, causes of action, losses, costs and expenses, arising from, in connection with or based upon any act (or failure to act) of XXX, its employees and Subcontractors that contravenes the laws of the Kingdom of YYYYYYYY or causes injury or loss therein whether such act (or failure to act) is taken pursuant to or in contravention of any provision of this Agreement.

(d) Responsibility for Appointed Item Defects. DZI will indemnify, hold harmless and, at its sole expense, defend XXX, its officers, employees and agents from and against any and all claims, demands, causes of action, losses, costs and expenses arising from, in connection with or based upon defects in the Appointed Items.

(e) Representations of Authority. In the course of rendering services hereunder XXX may identify itself as DZI's business representative with regard to the Appointed Items; however, XXX will not hold itself out as having powers and duties other than those set forth in this Agreement. XXX will not use any business cards or stationery identifying itself as DZI's business representative with regard to the Appointed Items without first obtaining the written approval of DZI for the form and manner of representation. Upon the termination of this Agreement, XXX will immediately discontinue all usage of the aforesaid.

(f) Financial Obligations. DZI will have no financial obligations to XXX other than the commission payments described in Paragraph 6 (Remuneration and Payment) and, if applicable, the indemnification provided in Section 8(d) or the termination indemnity set forth in Section 13(b)(1).

(g) The provisions of this Section 8 will survive the termination of this Agreement.

9. Confidential Information and Trademarks

(a) Safeguarding of DZI Confidential Information. XXX shall hold in strict confidence and not disclose to any third party except for such purposes as are set forth herein any information identified by DZI or by one of its affiliates as confidential, or any information which, from the circumstances, XXX should know ought to be treated as confidential, which is given by DZI to XXX in its capacity as DZI's business representative with regard to the Appointed Items (the "Confidential Information"). The Confidential Information will remain the property of DZI and will be returned to DZI upon the expiration of this Agreement or upon DZI's request, whichever is the earlier to occur. XXX will not retain copies, abstracts, memoranda, notes or other documents, in whole or in part, respecting such Confidential Information. To further protect against disclosure of such Confidential Information, XXX will enter into nondisclosure agreements satisfactory in form and substance to DZI with each of its employees and Subcontractors who are given access to the Confidential Information. Further, XXX will ensure that its Subcontractors enter into nondisclosure agreements satisfactory in form and substance to DZI with any of their employees who are given access to the Confidential Information.

(b) Proprietary Marks and Names. All trademarks, trade names, copyrights or service marks which may be used by DZI or by one of its affiliates now or hereafter to identify the Appointed Items and all patents which may be related to the Appointed Items, are and at all times will remain the sole and exclusive property of DZI and/or of its affiliates. XXX will not have or take any individual right or interest to or in any DZI or affiliate trademarks, trade names, copyrights, service marks or patents. XXX covenants, represents and warrants that under no circumstances will it or its Subcontractors make any attempt to register in its or its Subcontractor's own name(s) any such trademarks, trade names, copyrights, service marks or patents, or any confusingly similar trademarks, trade names, copyrights, service marks or patents.

(c) XXX Confidential Information. DZI will treat Confidential Information provided to it by XXX and its Subcontractors, duly marked as such, with the same circumspection and care that it treats its own Confidential Information.

(d) The provisions of this Section 9 will survive the termination of this Agreement.

10. Compliance With Law

(a) Compliance of Commitments with YYYYLaw. XXX covenants, represents and warrants that this Agreement, the relationship created thereby, the services to be performed hereunder, and the method, manner and amount of the remuneration to be paid to it by DZI, are valid and enforceable obligations of the parties and do not contravene the laws, rules, regulations or public policies of the Territory.

(b) Compliance of Performance of Commitments with Applicable Law. XXX covenants, represents and warrants that services performed and activities undertaken by it pursuant to this Agreement will not contravene, and it will ensure that the services performed and activities undertaken by its Subcontractors pursuant to this Agreement will not contravene, the laws, rules, regulations or public policies of the United States of America or of The Territory, or of any other governmental entity

with jurisdiction over the area in which such services are performed and such activities are undertaken. Such performance will be in full compliance with the following bodies of U.S. law, as amended from time-to-time: the Foreign Corrupt Practices Act of 1977, P.L. 95-213, Title I, Section 104 ("FCPA") and regulations and policies associated therewith, and the International Traffic in Arms Regulations, Code of Federal Regulations, Title 22, Chapter I, Subchapter M ("ITAR").

(1) **ITAR.** The ITAR, and information concerning it, may be found online at the website of the U.S. Department of State at

http://www.pmddtc.state.gov/regulations_laws/itar_official.html

(2) **FCPA.** The FCPA, and information concerning it, may be found online at the website of the U.S. Justice Department at

<http://www.justice.gov/criminal/fraud/fcpa/statutes/regulations.html>

(3) **Safeguard Commitments.** XXX covenants, represents and warrants that as a safeguard to ensure compliance with the FCPA, it will not, and it will ensure that its Subcontractors will not, directly or indirectly:

(i) offer, pay, promise to pay, or authorize the payment of any money, or offer, or give, or promise to give, or authorize the giving of anything of value to:

- an official of any government or instrumentality thereof, for the purposes of influencing any act or decision of such official acting in an official capacity, or inducing such official to do or omit doing any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such official to use his influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality thereof in connection with the sale of the Appointed Items;
- any political party or official thereof, or any candidate for political office, for the purposes of influencing any act or decision of such party, official or candidate acting in an official capacity, or inducing such party, official or candidate to do or omit doing any act in violation of the lawful duty of such party, official or candidate, or securing any improper advantage, or inducing such party, official or candidate to use its or his influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality in connection with the sale of the Appointed Items;
- any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official of any government or instrumentality thereof, or political party or official thereof, or to any candidate for political office, for any of the prohibited purposes described above in connection with the sale of the Appointed Items;

(ii) fail to comply with the provisions of Section 7 (Subcontractors) or Section 20 (Activity Reports);

(iii) have, engage or retain any officer, director, shareholder or employee who is an official or employee of any government or instrumentality thereof, or permit any such official or employee to derive any non-official benefit, directly or indirectly, from payments made to XXX under this Agreement; or

(iv) fail to notify DZI in writing within two business days of any extortion, solicitation, demand or other request for anything of value that is made by or on behalf of any official or employee of any government (or of any subdivision thereof) relating to the sale of the Appointed Items.

(v) undertake or cause or permit to be undertaken any activity that would have the effect of causing DZI (or any employee or any other agent or subcontractor of DZI) to suffer a tax penalty or to be in violation of any applicable law, decree, rule, regulation or public policy of the United States of America (including, without limitation, the FCPA and the ITAR), of The Territory, or of any other governmental entity of competent jurisdiction. XXX covenants, represents and warrants that it will furnish, and it will ensure that its Subcontractors will furnish, all information and certifications that DZI requests from time-to-time so that DZI may comply fully with the order or request of any court or other duly-constituted legal authority and with all of the legal and regulatory requirements to which it may (in its sole judgment) be subject, including, without limitation, the FCPA and the ITAR. All such information will be true, accurate, complete and authenticated in a manner acceptable to DZI, and will be furnished to DZI within such period of time as DZI may reasonably specify. Upon request from DZI and at its own expense, XXX will obtain the written opinion of reputable legal counsel in The Territory, assuring DZI that XXX's obligations under this Subsection (3) are being and have been fully honored.

(c) Permits, Licenses and Registrations. XXX covenants, represents and warrants that it will obtain, and it will ensure that its Subcontractors will obtain, all necessary permits, licenses and registrations required by applicable laws, rules, regulations and public policies (including, without limitation, the laws, rules, regulations and public policies of the United States of America and of The Territory, and of each of the governmental entities in which services are to be performed or activities are to be undertaken pursuant to this Agreement) so that it may lawfully execute this Agreement and it and its Subcontractors may lawfully perform it in accordance with its terms.

11. Governing Law, Disputes and Arbitration.

(a) Law Governing Sales Agreements with Customers in the Territory. DZI understands that the sales agreements under which it sells and supplies Appointed Items to Customers within the Territory will, in likelihood, be governed by the laws and regulations of the Territory. DZI will endeavor in good faith to comply with such laws and regulations, to the extent that compliance would not cause DZI to violate the ITAR or other U.S. laws and regulations. XXX understands that under U.S. law, DZI

must report and cannot comply with requests or proposed contractual provisions that offend the USA's Antiboycott laws as set forth in its Export Administration Act, as described in greater detail online at

<http://www.bis.doc.gov/complianceandenforcement/antiboycottcompliance.htm>

and in the links furnished therein.

(b) Governing Law for this Agreement. Notwithstanding Subsection (a) above, this Agreement shall be governed by and construed under the substantive laws of the Commonwealth of Pennsylvania and of the United States of America, without reference to any conflict of laws principles ("Governing Law"). The duties and obligations of the parties to each other, as a result of the commitments made and obligations assumed herein, and shall be determined under the Governing Law of this Agreement, and not under the laws of the Territory. As a matter of illustration, and not by way of limitation, if this Agreement is terminated by DZI, the laws of the Territory shall have no application in determining whether the Agreement was terminated wrongfully or lawfully, or whether XXX is owed damages or an indemnity or compensation in connection with the termination, and if so how much XXX is owed. All such issues will be determined solely and exclusively under the laws of the Commonwealth of Pennsylvania and the United States of America.

(c) Dispute Resolution. If any claim, controversy or other dispute ("Dispute") arises between the parties under this Agreement or that is related thereto, whether before or after its termination, the parties shall seek to resolve the dispute as specified below.

(1) Senior Management Conference. Upon the request of either party, the Dispute will be addressed by discussions and negotiations supervised by a senior management official designated by each party who has not previously been involved in the Dispute (a "Senior Management Conference"). The Senior Management Conference shall be conducted in DZI's offices in Philadelphia, Pennsylvania within 15 days if XXX requests the conference. It shall be conducted in XXX's Dubai offices within 15 days if DZI requests the conference.

(2) Arbitration. If the parties do not resolve the Dispute to their mutual satisfaction through the Senior Management Conference within 30 days of the written request for the Conference, then upon the request of either of them, the Dispute shall be finally resolved by binding arbitration in London, England (or such other locale as the parties may mutually agree upon at the time) under the UNCITRAL Arbitration Rules as revised in 2010. The London Court of International Arbitration shall be the Appointing Authority and shall administer the dispute. Arbitration proceedings shall be conducted in the English language by a sole arbitrator, who shall be an English barrister. Decisions resulting from arbitration will be final and binding on the parties, and judgment on any award may be entered in any court having jurisdiction thereof.

12. Entire Integrated Agreement. This Agreement constitutes the entire understanding between the parties with respect to the matters set forth herein, and supersedes all other agreements or understandings, oral or written, between the parties. Any change to this Agreement will be by mutual consent of DZI and XXX and will take the form of a written amendment executed by the duly

authorized representative of each of the parties. Amendments may be executed in counterparts, and faxed or e-mail scans of consents shall be regarded as originals.

13. Term and Termination

(a) Effective Date, Duration. This Agreement enters into effect when signed by both parties (the "Effective Date") and extends for a period of two years unless earlier terminated as set forth below. Upon expiration, the obligations of the parties one to the other shall cease with the exception of those set forth in Section 8 (Relationship of the Parties), Section 9 (Confidential Information and Trademarks) and Section 11 (Governing Law and Disputes).

(b) Termination for Convenience. This Agreement may be terminated for convenience:

(i) by either party at any time, and for any reason or no reason, upon 60 days' written notice to the other party and payment of a termination indemnity of US \$XXX. If this Agreement is terminated for convenience, DZI or its affiliates shall also pay commissions when due for all sales made prior to termination of the Agreement and for all sales made to Customers in the Territory within 90 days following the termination date.

(ii) by either party pursuant to Section 17 (Unenforceable Provisions and Separability), in which case neither party shall have any further obligation to the other party hereunder.

(iii) by either party upon 30 days' written notice to the other party, if performance by the other party is prevented or delayed (in whole or in part) pursuant to Section 16 (Force Majeure) for more than 120 days.

(c) Termination for Default. This Agreement may be terminated for default by a party not in default of its obligations herein effective upon dispatch of written notice of termination:

(i) if the other party commits a default or violation of this Agreement that is not remedied within 60 days after written notice has been provided to the defaulting party requiring that the default be remedied;

(ii) if the other party commits a material breach of this Agreement by engaging in any fraud, any act of dishonesty or deceit (including providing false or misleading information relative to its background and qualifications and/or the background and qualifications of its employees), unlawful conduct, or any other conduct that places the non-defaulting party in danger of investigation for violation of the FCPA or the ITAR or any other applicable law, provided that the non-defaulting party reasonably believes that its own reputation may be injured if the relationship persists; and

(iii) if the other party applies for or consents to the appointment of a receiver, trustee or liquidator for itself or for all or a substantial part of its assets, is unable or admits in writing to its inability to pay its debts as they mature or makes a general assignment for the benefit of creditors, or if

a petition in bankruptcy or insolvency is filed by or against such other party and the petition is not discharged within 30 days.

(d) Consequences of Termination for Default. If this Agreement is terminated for default, then:

(i) if DZI is the defaulting party, XXX will have the same right to payment it would have if the Agreement had expired or been terminated by DZI for convenience, in addition to any remedies it may otherwise have at law or in equity under the Governing Law.

(ii) if XXX is the defaulting party and the Agreement is terminated under Subsection 13(c)(ii), XXX will be entitled to no further commissions other than those it has already received as of the date of termination, and DZI will be fully entitled to pursue any other or additional remedy it may have at law or in equity; and

(iii) if XXX is the defaulting party and the Agreement is terminated under Subsection 13(c)(i) or 13(c)(iii), XXX will be entitled to all commissions accrued as of the date of termination (those payable but not actually paid), and DZI will be fully entitled to pursue any other or additional remedy it may have at law or in equity and to offset against any payments accrued and owing to XXX amounts it claims in good faith as an indemnity or as compensatory damages for breach of contract or warranty by XXX.

14. Assignment. Neither this Agreement nor any right hereunder will be assigned by either party hereto without the prior written consent of the other party. Such consent will not be unreasonably withheld by either party, and neither party will withhold consent to the assignment of the other party's rights, duties and obligations hereunder to an affiliate of the assignor, provided that the assignor unconditionally guarantees that the affiliate to which the contract is assigned will promptly, timely and completely perform its obligations hereunder.

15. Waiver. The failure of either party at any time or for any period of time to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions or of the right of the party thereafter to enforce each and every such provision.

16. Force Majeure. A party will not be in default of any obligation imposed by this Agreement if prevented from performing the obligation by causes or circumstances beyond its control ("Force Majeure"), provided that it has not procured the event of Force Majeure, provided that it promptly undertakes all commercially reasonable measures to remove or ameliorate each event of Force Majeure, provided that it gives written notice to the other party within 15 business days after becoming aware that performance will be prevented by Force Majeure (explaining in detail the reason for non-performance and anything known to it about the prospects for removal or amelioration), and provided that it commences performance as soon as reasonably practicable after the event of Force Majeure is removed or ameliorated so that performance (in whole or in part) becomes possible.

17. Unenforceable Provisions and Severability

(a) Attempt to Substitute Valid Provision; Termination Right if Unsuccessful. If the relationship created by this Agreement, or performance of any provision of this Agreement, is determined to violate or to be unenforceable under any applicable law, rule, regulation or public policy of a governmental entity with jurisdiction over either party or over any Subcontractor performing services under this Agreement, whether enacted or promulgated, the parties will (upon the written request of either of them) negotiate in good faith to revise the Agreement in order to preserve their original intentions and at the same time to satisfy the requirements of such law, rule, regulation or public policy. If the parties fail to agree on such a revision within 60 days of the initial written request for negotiations, then either party may terminate this Agreement for convenience by providing 30 days' written notice to the other party. A determination of illegality or non-enforceability shall be deemed to exist if made (orally or in writing) by any legally-constituted governmental authority or if made in writing by any reputable attorney or counselor at law admitted to practice in the jurisdiction in question.

(b) Severability. Subject to the termination right set forth in Subsection 17(a), in the event that any provision of this Agreement will be held to be invalid or unenforceable in whole or in part, the validity, legality or enforceability of the remaining provisions of this Agreement, or portions thereof, will be unaffected thereby.

18. Authorized Representatives. The below-named individuals are authorized to execute, amend and/or modify this Agreement on behalf of DZI:

<u>Name</u>	<u>Title</u>
	General Counsel & Empowered Official Day & Zimmermann Munitions and Defense

The below-named individuals are authorized to execute, amend and/or modify this Agreement on behalf of XXX:

<u>Name</u>	<u>Title</u>
Salman Al Malik	General Manager

19. Notices.

(a) Means. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder ("Notice") shall be in writing and shall be deemed given only if delivered personally or sent by telecopier, electronic mail, by Federal Express, DHL, or by certified mail, return receipt requested, postage prepaid, to the address indicated below for the party to which notice is to be given. If notice is sent by telecopier or electronic mail, and the party sending the notice requests acknowledgment of receipt of the notice, then the party receiving the notice shall promptly provide the requested acknowledgment by return telecopy or electronic mail.

(b) Notice Address for DZI. Notices to DZI shall be sent to the following address:

Day & Zimmermann, Inc.
1500 Spring Garden St. – 10th Floor
Philadelphia, PA 19130 USA
ATTN: General Counsel & Empowered Official
TEL: 001.215.299.1556
CELL: 001.215.435.6555
FAX: 001.215.299.2400
E-mail: Greg.Hill@dayzim.com

(c) Notice Address for XXX. Notices to Subcontractor shall be sent to the following address:

XXX

(d) Change in Notice Address. Either party hereto may change the address at which Notices are to be given to it under this Agreement by means of a written notice properly dispatched to the other party, effective upon receipt.

20. Activity Reports

(a) XXX will prepare and submit written quarterly activity reports in sufficient detail to describe accurately and completely all activities undertaken by XXX pursuant to this Agreement. Said reports shall be submitted in accordance with the provisions of Paragraph 19 (Notices), and shall be due 15 days following the close of each calendar quarter.

(b) In no case will commissions otherwise owing be payable to XXX unless all reports due in accordance with the schedule set forth in Subsection (a) of this Section 20 have been received by DZI.

21. Code of Ethics and Standards of Business Conduct. DZI is a U.S. government contractor, and in harmony with its contractual commitments to the U.S. Government, it has adopted a Code of Ethics and Standards of Business Conduct ("DZI Ethics Code") attached hereto as Exhibit 2. XXX will furnish a copy of the DZI Ethics Code to each employee, subcontractor and other person through whom XXX provides services to DZI under this Agreement, and will require such person to provide such services in conformance therewith.

IN WITNESS HEREOF, DZI and XXX have caused their duly authorized representatives to execute this Agreement on the day and year indicated below,

DAY & ZIMMERMANN, INC.

By _____

Date: _____

General Counsel & Empowered Official

XXX Holding Company Ltd

By _____ Date: _____
General Manager

Commonwealth of Pennsylvania) Attestation of Notary Public
County of Philadelphia)

This Business Representation Agreement was executed in my presence, on this day, in Philadelphia, Pennsylvania USA, by who is personally known to me as General Counsel and as an Empowered Official of Day & Zimmermann, Inc. IN WITNESS WHEREOF, I have set my hand and official seal this ___ day of January, 2012.

Exhibit 1
Appointed Items

XXX is hereby appointed as the exclusive business representative of DZI and of its affiliates for the sale of the following Appointed Items manufactured by DZI, with the exceptions noted in Section 2(b) above:

- Artillery ammunition including related components such as MACS, propelling charges and ignition charges
- Mortar ammunition including components such as propelling charges, ignition charges and full range practice mortars
- Detonation charges and line charges such as MICLIC
- Hand grenades
- Fuzing for artillery and mortars including self destruct fuze for cluster munitions

This List of Appointed Items dated as of _____.

Approvals may be executed in counterparts, and may be transmitted by fax or electronic mail, which transmissions shall be regarded as original documents.

Day & Zimmermann, Inc.

By _____

Date: _____

XXX Holding Company Ltd.

By _____

Date: _____