

## DISTRIBUTION AGREEMENT

This Distribution Agreement is made on the 27<sup>th</sup> January 2020

### BETWEEN

- (1) **KINESENSE Ltd** (hereinafter called "Kinesense" or the "Company"), a private limited liability company incorporated in Ireland, company registration number 475397) having its registered office located at 79 Merrion Square, Dublin 2, Ireland.

And

- (2) **Masterlinks Uganda Limited**, (hereinafter called "Masterlinks" or the "Distributor") incorporated in Uganda with a registered company number 79370 with the following address: 4<sup>th</sup> Floor, Legacy Towers, Kyadondo Road, Nakasero, Kampala, Uganda.

(together the "Parties" and each a "Party")

### BACKGROUND:

The Company has developed and wishes to market video analysis products for the law enforcement market and wishes to appoint the Distributor as its non-exclusive reseller to for the promotion and re-sale of the Kinesense Products within the Territory and exclusive reseller to named Customers based on the Milestones and sales terms and conditions, and the Distributor wishes to promote and sell the Kinesense Products to Customers within the Territory on the terms and conditions set out in this Agreement.

### NOW IT IS HEREBY AGREED AS FOLLOWS:-

#### 1. Interpretation and Definitions

- 1.1 In this Agreement, the following definitions shall have the meanings assigned to them and cognate expressions shall have the corresponding meanings:

**"Agreement"** means this agreement, the Schedules attached hereto and any documents included by reference, as each may be amended from time to time in accordance with the terms of this Agreement;

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday in Ireland) when banks in Dublin are open for business;

**"Commencement Date"** means the effective date of this Agreement;

**"Confidential Information"** has the meaning given to it in Clause 11.1;

**"Customer"** means any person who purchases any Products from the

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## DISTRIBUTION AGREEMENT

	Distributor;
<b>"Customer Demo Product"</b>	has the meaning given to it in Clause 4.6;
<b>"EULA"</b>	means the end user licence agreement to be entered into between the Customer and the Company in respect of certain of the Products (excluding the Service and Maintenance Agreements);
<b>"Force Majeure"</b>	shall mean any cause or condition beyond the reasonable control of the Company, including acts of God, acts of government (in particular with respect to the refusal to issue necessary import or export licenses), fire, flood, earthquake, war, riots, embargoes, or inability to obtain supplied of the Products, but excluding strikes or other labour difficulties affecting the Company;
<b>"Logos"</b>	means any trademark, logo or other commercial designation, from time to time, whether registered or not, used to represent or describe the Products, as set out in Schedule 2 or as may be notified by the Company to the Distributor from time to time;
<b>"Minimum Order Value"</b>	the value of Products specified in Schedule 1 Part 3 for each Year or any other quantities as may be agreed in writing between the Parties in relation to each Year.
<b>"Milestones"</b>	key sales and marketing activities and events, as agreed between the Company and the Distributor and specified in Schedule 1 Part 3;
<b>"Price List"</b>	the Company's price list for the Products, as supplied to the Distributor and (and as may be amended at the Company's sole discretion from time to time) and specified in Schedule 3..
<b>"Products"</b>	means the software and related hardware developed by including object code form, component libraries or templates and related user documentation developed by the Company as more particularly set out the Price List in Schedule 3 and includes the Support Services;
<b>"Service and Maintenance Agreements"</b>	means any contract between a Customer and the Company for Support Services;
<b>"Software Evaluation Licence Agreement"</b>	the licence agreement to be entered into between the Customer

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## DISTRIBUTION AGREEMENT

and the Company in respect of a Customer Demo Product;

<b>"Support Services"</b>	means those support services listed in the Price List;
<b>"Term"</b> :	the term of this Agreement, as determined in accordance with Clause 13;
<b>"Territory"</b>	the countries or areas specified in Schedule 2;
<b>"Year"</b>	the period of 12 months from the Commencement Date and each consecutive period of 12 months thereafter during the Term.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to writing or written includes faxes and e-mail.
- 1.9 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

### 2. Appointment

- 2.1 The Company hereby appoints the Distributor as its non-exclusive distributor to distribute the Products in the Territory on the terms of this Agreement. The Company reserves the right to supply Products and appoint one or more other distributors of Products in the Territory, on whatever terms it sees fit.
- 2.2 The Distributor shall be entitled to describe itself as an "Authorised Reseller" of the Products but shall not represent itself as an agent of the Company for any purpose, nor pledge the Company's credit or give any condition or warranty or make any representation on the Company's behalf or commit the Company to any contracts. Further, the Distributor shall not without the Company's prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the Products which are inconsistent with those contained in the promotional material supplied by the Company (including,

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## DISTRIBUTION AGREEMENT

without limitation, the EULA, the Software Evaluation Licence Agreement and/or any Service Maintenance Agreement) or otherwise incur any liability on behalf of the Company howsoever arising.

- 2.3 The Distributor shall not sell any of the Products through a sales agent or to a sub-distributor or reseller without the prior express written permission of the Company to the appointment by the Distributor of such sales agent or sub-distributor or reseller. Where the Company consents to any such appointment, the Distributor shall ensure that it enters into a written contract with such sales agent, sub-distributor or reseller on terms which provide at least the same level of protection to the Company as set out in this Agreement and subject to the entry by such sales agent, sub-distributor or reseller into a confidentiality agreement with the Company.
- 2.4 The Distributor's appointment under this Clause 2 only grants to the Distributor a licence to distribute the Products, and does not transfer any right, title or interest to any such Products to the Distributor or its customers. Use of the terms "sell", "license", "purchase", "licence fees" and "price" will be interpreted in accordance with this clause.
- 2.5 The Distributor hereby agrees with the Company not to represent, sell or otherwise market any products which are competitive to the Products covered by this Agreement in the Territory during the term of this Agreement. As list of competitors is listed in Schedule 1 and is subject to change with 90 days notice.

### 3. Distributor's Obligations

- 3.1 The Distributor undertakes and agrees with the Company to:
  - 3.1.1 use all reasonable endeavours to promote the distribution and sale of the Products in the Territory;
  - 3.1.2 take all reasonable steps to ensure that customers of the Products are aware of and accept the terms and conditions of the EULA prior to using the Products and the Service Maintenance Agreement prior to purchasing the Support Services;
  - 3.1.3 refrain from amending or varying the terms of the EULA, the Software Evaluation Licence Agreement and/or the Service Maintenance Agreement;
  - 3.1.4 employ a sufficient number of suitably qualified personnel to ensure the proper fulfilment of the Distributor's obligations under this Agreement and shall designate no less than one employee to be responsible for the promotion of sale of the Products in the Territory;
  - 3.1.5 within 14 days of a written request from the Company or at regular intervals (as agreed between the parties in writing from time to time), submit reports in the agreed format to the Company showing details of inventory (if any) requests for sales, and sales of Products, outstanding orders and any other information relating to the performance of its obligations under this Agreement which

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## **DISTRIBUTION AGREEMENT**

- the Company may reasonably require from time to time;
- 3.1.6 within 14 days of a written request from the Company, provide such information as is reasonably requested by the Company about the Distributor's processes and controls to support compliance with this Agreement;
  - 3.1.7 keep full and proper books of account and records showing clearly all enquiries, quotations, transactions and proceedings relating to the Product and allow the Company, on reasonable notice, access to its accounts and records relating to the Product for the purpose of inspection;
  - 3.1.8 keep all copies of the Products (on whatever media stored) in conditions appropriate for their storage and provide appropriate security for the Products all at its own cost;
  - 3.1.9 if required by the Company and subject to relevant data protection legislation, provide the Company such information about the Distributor's customers of Product as is or may be required by the Company for the purposes of managing and enforcing the terms of the EULA with such customers; and
  - 3.1.10 inform the Company immediately of any changes in ownership or control of the Distributor and of any change in its organisation or method of doing business which might affect the performance of the Distributor's duties in this Agreement.

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## DISTRIBUTION AGREEMENT

### 3.2 Advertising and promotion

- 3.2.1 The Distributor shall:
- 3.2.1.1 be responsible for the advertising and promotion of the Product provided that the use by the Distributor of any advertising materials and promotional literature containing the Trade Marks or other references to the Products shall be subject to the prior written consent of the Company;
  - 3.2.1.2 inform potential customers about the Products in the Territory and furnish to such potential customers catalogues, technical and sales documentation as approved by the Company;
  - 3.2.1.3 observe all reasonable directions and instructions given to it by the Company in relation to the promotion and advertisement of the Product to the extent that such promotions or advertisements refer to the Company Product or otherwise use the Trade Marks, and shall not make any written statement as to the quality or manufacture of the Product without the prior written approval of the Company;
  - 3.2.1.4 conduct its business in a manner that reflects favourably at all times on the Company and the good name, goodwill and reputation of the Company and not enter into any contract or engage in any practice detrimental to the interests of the Company in the Company Products; and
  - 3.2.1.5 avoid deceptive, misleading or unethical practices that are, or might be, detrimental to the Company, the Product or the public and shall not publish or employ, or co-operate in the publication or employment of, any false, misleading or deceptive advertising material or other representations with regard to the Company or the Products;
  - 3.2.1.6 refrain from making active sales of the Products outside the Territory. For these purposes, active sales shall be understood to mean actively approaching or soliciting customers, including, but not limited to visits, mail (including the sending of unsolicited e-mails), advertising in media, on the internet or other promotions, where such advertising or promotion is specifically targeted at customers outside the Territory, online advertisements addressed to customers outside the Territory, advertising or promotion in any form, or translation of the Distributor's website into a language other than an official language of any country forming part of the Territory, that the Distributor would not reasonably carry out but for the likelihood that it will reach customers outside the Territory.

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### 4. Supply of Company Products

- 4.1 The Company undertakes to endeavour to meet all orders for the Products submitted to it by the Distributor in accordance with the Company's terms of delivery as may be agreed between the Company and the Distributor at the time of sale. The Distributor shall buy the Products for its own account for resale under this Agreement.
- 4.2 The Company may:
  - 4.2.1 vary the Price List so as to add or exclude one or more of the Products, upon giving not less than three months' written notice to the Distributor; and/or
  - 4.2.2 alter the specification of any of the Products upon giving not less than one month's written notice to the Distributor, provided that the alteration does not materially adversely affect the performance or marketability of the Products.
- 4.3 Subject to Clause 4.2, if the Company develops a modified version of any of the Products, it shall notify the Distributor as soon as practicable and provide the Distributor with such information as the Company reasonably believes the Distributor may need to distribute the modified products effectively.
- 4.4 The Company agrees to supply all necessary sales & technical documentation relating to the Products, including but not limited to datasheets, manuals and technical drawings.
- 4.5 The Distributor may from time to time request the Company to temporarily provide a copy of a Product to a potential customer for demonstration and evaluation purposes. Where any such copy of the Product is requested it will be referred to as the "**Customer Demo Product**". From time to time, it may be required to get the potential customer to execute a Software Evaluation Licence Agreement to cover third party products. The Company shall reserve the right to charge any such potential customer directly for any support services (e.g. training) in connection with the Demo Product and the Software Evaluation Licence Agreement which support services will be provided directly to the potential customer at the Company's then current charges.
- 4.6 If the Company is contacted directly by any party (other than the Distributor or a party designated by the Distributor) located in the Territory enquiring about the purchase of Products, the Company may refer such party to the Distributor. Where such party is referred to the Distributor by the Company, the Distributor hereby undertakes that it shall contact such party within 7 days.

### 5. Company's undertakings

- 5.1 The Company undertakes:
  - 5.1.1 to supply the Products to the Distributor for resale in the Territory.

16

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## DISTRIBUTION AGREEMENT

The Company reserves the right to appoint other distributors and supply the Products directly to customers in the Territory;

- 5.1.2 to provide such information and support as may be reasonably requested by the Distributor to enable it properly and efficiently to discharge its duties under this Agreement; and
- 5.1.3 to approve or reject any promotional information or material submitted by the Distributor within [28] days of receipt
- 5.1.4 not to unreasonably refuse to provide demonstrations, as may be requested by the Distributor from time to time, for major accounts in the Territory, subject to the Distributor having provided reasonable notice of the request to attend the Territory and full details of the Customer or potential customer in question.

### 6. Prices and payment

- 6.1 The prices to be paid by the Distributor to the Company for the Products are to be at the relevant discount (as shown in Schedule 1 Part 2) to the Company's list prices set out in the Price List (as any such list prices shall be amended by the Company from time to time and notified to the Distributor). The Company shall give the Distributor 90<sup>1</sup> days' notice of any rises in the prices of the Products.
  - 6.2 All sums payable under this Agreement, or otherwise payable by any party to any other party under this Agreement are exclusive of any VAT chargeable on the supplies for which such sums (or any part of them) are the whole or part of the consideration for VAT purposes.
  - 6.3 Any and all expenses, costs and charges incurred by the Distributor in the performance of its obligations under this Agreement shall be paid by the Distributor.
  - 6.4 The Distributor shall not be entitled by reason of any set-off, counter-claim, abatement, or other similar deduction to withhold payment of any amount due to the Company.
  - 6.5 The Distributor shall be responsible for the collection, remittance and payment of any or all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, importation, sale, lease or other distribution of the Products.
  - 6.6 From time to time, the Distributor may request that the Company accepts an order directly from customer in the Territory. In this case possible commission or introduction payment terms and/or other possible charges will be agreed with the Distributor on a case by case basis.
7. The Distributor shall be responsible for obtaining any necessary import licences or permits

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## **DISTRIBUTION AGREEMENT**

necessary for the entry of the Products into the Territory, or their delivery to the Distributor. The Distributor shall be responsible for any customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Products.

### **8. Conditions of Sale**

- 8.1 Payment terms, delivery time, and conditions of sale will set out by the Company in its quotation to the Distributor at the time, on an order-by-order basis and shall be incorporated to this Agreement by reference.
- 8.2 The Company shall use reasonable efforts to meet any stated delivery date but shall not be liable (in contract, negligence or otherwise) for any loss or damage resulting from its failure to do so, howsoever caused.
- 8.3 Delivery shall be at the Distributor's premises at as stated on page 1 unless otherwise agreed by the Parties.

### **9. Warranties and Liabilities**

- 9.1 The Company warrants that:
  - 9.1.1 at the time of sale, it will have title to sell the Products to the Distributor; and
  - 9.1.2 the Products sold to the Distributor will conform with the respective Specification.
- 9.2 Subject to Clause 9.5, if the Company is in breach of the warranties given by it under Clause 9.1, its liability shall be limited to:
  - 9.2.1 replacement of the Product concerned; or
  - 9.2.2 at the option of the Company, reimbursement of the Price.
- 9.3 Subject to Clause 9.5, the Company shall have no further liability to the Distributor other than as described in Clause 9.2, whether under this Agreement or on any other basis including liability in tort as a result of the sale of the Products.
- 9.4 Notwithstanding anything to the contrary in this Agreement, subject to Clause 9.5, the Company shall not be liable to the Distributor by reason of any representation or warranty, condition or other term or any duty of common law, or under the express terms of this Agreement, for any consequential, special, incidental or punitive loss or damage (whether for loss of current or future profits, loss of enterprise value or otherwise) and whether occasioned by the negligence of the Company, its employees or agents or otherwise, even if advised of the possibility of such damages.
- 9.5 Nothing in this Agreement shall exclude or limit the liability of the Company for death or personal injury resulting from the negligence of the Company or any of its employees or agents, nor shall they operate to exclude or limit any statutory rights which cannot be legally excluded or limited, including the statutory rights of a consumer.

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## DISTRIBUTION AGREEMENT

### 10. Intellectual Property Rights

- 10.1 Unless otherwise agreed between the parties, all Intellectual Property Rights in and to each of the Products belongs, and shall belong, to the Company.
- 10.2 The Distributor shall, at the expense of the Company, take all such steps as the Company may reasonably require to assist the Company in maintaining the validity and enforceability of the Intellectual Property Rights of the Company during the term of this agreement.
- 10.3 The Company makes no representation or warranty as to the validity or enforceability of the Intellectual Property Rights in the Products and the Logos nor as to whether the same infringe on any Intellectual Property Rights of third parties.
- 10.4 The Company grants to the Distributor a non-exclusive, revocable, personal licence (subject to the terms and conditions of this Agreement and during its term and solely for the purposes of performing the Distributor's obligations under this Agreement) to:
  - 10.4.1 use the Demo Product for internal use and for the purposes of demonstrating, marketing and selling the Products to customers;
  - 10.4.2 use the Logos for the purpose of the promotion, advertisement and sale of the Products.
- 10.5 The Distributor shall not:
  - 10.5.1 copy the Products or any part of any of it except to the extent and for the purposes expressly permitted by this Agreement;
  - 10.5.2 modify, adapt, develop, create any derivative work, reverse engineer, decompile, disassemble or carry out any act otherwise restricted by copyright or other Intellectual Property Rights in the Products.
- 10.6 The Distributor shall ensure that each reference to, and use of, any of the Logos by the Distributor is in a manner approved from time to time by the Company and accompanied by an acknowledgement in a form approved by the Company that the same is a trade mark (or registered trade mark) of the Company (if any such Logo is so registered as trade mark).
- 10.7 The Distributor shall not:
  - 10.7.1 use any of the Logos in any way which might prejudice their distinctiveness or validity or the goodwill of the Company therein;
  - 10.7.2 use in relation to the Products any logos other than the Logos without obtaining the prior written consent of the Company; or
  - 10.7.3 use any trade marks or trade names so resembling the Logos of the Company as to be likely to cause confusion or deception.
- 10.8 Other than the licences expressly granted under this Agreement, neither party grants any licence of, right in or makes any assignment of any of its Intellectual Property Rights. In particular, except as expressly provided in this agreement, the Distributor

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## DISTRIBUTION AGREEMENT

shall have no rights in respect of any Logos used by the Company in relation to the Products or their associated goodwill, and the Distributor hereby acknowledges that all such rights and goodwill shall inure for the benefit of and are (and shall remain) vested in, the Company.

- 10.9 At the request of the Company, the Distributor shall do or procure to be done (at the Company's reasonable cost) all such further acts and things (including the execution of documents) as the Company shall reasonably require to give the Company the full benefit of this Agreement.
- 10.10 The Distributor shall promptly give notice in writing to Company in the event that it becomes aware of:
  - 10.10.1 any infringement or suspected infringement of the Logos or any other Intellectual Property Rights in or relating to the Products; and
  - 10.10.2 any claim that any Products or the manufacture, use, sale or other disposal of any Product, whether or not under the Logos, infringes the rights of any third party.
- 10.11 In the case of any matter falling within clause 10.10:
  - 10.11.1 the Company shall, in its absolute discretion, determine what action if any shall be taken in respect of the matter; and
  - 10.11.2 the Company shall have sole control over and shall conduct any consequent action as it shall deem necessary,

### 11. Confidential Information

- 11.1 Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the products, business, affairs, Customers, clients or suppliers of the other Party (including for the avoidance of doubt any technical data, information, reports, drawings or photographed images (in whatever medium provided)) or of any member of the group of companies to which the other party belongs ("Confidential Information"), except as provided by Clause 11.2
- 11.2 Each Party may disclose the other party's Confidential Information:
  - 11.2.1 to those of its employees, officers, representatives or advisers who need to know such information for the purpose of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 11.2; and
  - 11.2.2 as may be required by law, court order or any governmental or regulatory authority.
- 11.3 No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

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## DISTRIBUTION AGREEMENT

### 12. Duration and termination

- 12.1 Unless terminated earlier in accordance with this Clause 12:
  - 12.1.1 this Agreement shall continue for a period of one year, beginning on the Commencement Date; and
  - 12.1.2 thereafter, unless a party gives at least one months' written notice to the other prior to the expiry of the period referred to in Clause 12.1, this Agreement shall continue in force until terminated by either party giving one months' written notice to the other.
- 12.2 This Agreement may be terminated by either party immediately by notice in writing to the other party if that other party:
  - 12.2.1 commits a material or persistent breach of any of its obligations under this Agreement, and where such breach is remediable, fails to remedy it in 30 days after service of written notice from the party serving notice requiring such remedy;
  - 12.2.2 is unable to pay its debts as they fall due, or compounds with or negotiates for any composition with its creditors generally or permits any judgement against it to remain unsatisfied for seven days;
  - 12.2.3 being a company, calls any meeting of its creditors, has an examiner or receiver of all or any of its assets appointed or applies for, or enters into liquidation or any proceedings analogous to any of the foregoing in any jurisdiction.
- 12.3 The Company may terminate this Agreement immediately by notice in writing to the Distributor if:
  - 12.3.1 the Distributor sells any product or products which compete with any of the Products of the Company and/or the Distributor partners with, becomes an agent, re-seller or distributor of any party whose products or services (in the opinion of the Company) compete with the Products and/or the Company;
  - 12.3.2 any milestones which have been agreed between the Parties are not met by the Distributor;
  - 12.3.3 any third party (or third parties acting in concert) shall, directly or indirectly, acquire fifty percent (50%) or more of the then voting stock of the Distributor, or otherwise merge, consolidate or enter into any similar transaction (or binding agreement in respect of any such transaction) with the Distributor in a transaction after which the Distributor is not the controlling entity;
  - 12.3.4 the Distributor breaches any terms of confidentiality provided for under this Agreement; or
  - 12.3.5 the Distributor takes any action which, in the opinion of the Company, would endanger the reputation or validity of any

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## DISTRIBUTION AGREEMENT

trademark owned by the Company.

- 12.4 The Company may give notice in writing to the Distributor terminating this Agreement immediately if the Distributor fails in any Year to purchase the Minimum Order Value for that Year or the mutually agreed Milestones are not met.

### 13. Effects of termination

- 13.1 Termination of this Agreement for any reason shall not affect any rights or liabilities accrued at the date of termination.
- 13.2 All other rights and licences of the Distributor under this Agreement shall terminate on the termination date.
- 13.3 The Company may cancel any orders for Products placed by the Distributor before termination if delivery would fall due after termination, whether or not they have been accepted by the Company. The Company shall have no liability to the Distributor in respect of such cancelled orders.
- 13.4 On termination of this Agreement (howsoever arising) the Distributor will immediately return, or at the request of the Company destroy, all copies of the Products which it has had occasion to make and all portions and copies thereof and all manuals, forms, instructions, documentation and all other materials relating to the Products, and within thirty days of termination will certify the return or destruction (as appropriate) of all copies of the same in writing to the Company.
- 13.5 On termination of this Agreement, (howsoever arising) the Distributor shall notify the Company of all parties to whom it has provided copies of any correspondence from the Company which indicates that the Distributor is an authorised re-seller of the Products.

### 14. Miscellaneous Provisions

- 14.1 Announcements. No announcement or public statement concerning the existence, subject matter or any term of this Agreement, or its performance, shall be made by or on behalf of any party without the prior written approval of the other, such approval not to be unreasonably withheld or delayed.
- 14.2 Assignment. Neither Party may assign or otherwise deal with any of its rights or obligations under this Agreement, except with the express prior written consent of the other Party.
- 14.3 Force Majeure. The Company shall not be liable for failure or delay in the performance of any of its obligations under this Agreement if such failure or delay results from Force Majeure, but any such failure or delay shall be remedied as soon as practicable.
- 14.4 Parties Bound. This Agreement shall be binding upon and run for the benefit of the

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## DISTRIBUTION AGREEMENT

Parties, their successors and permitted assigns. However no person other than a Party to this agreement shall have any rights to enforce any term of this Agreement.

14.5 **Relationship of the Parties.** In this Agreement, the Distributor is an independent contractor and nothing in this Agreement is intended to, or shall be deemed to establish any partnership or joint venture between the Parties, or shall constitute either Party the agent of the other, nor authorise a Party to make or enter into any commitments for or on behalf of the other Party.

14.6 Notices.

14.6.1 A notice under or in connection with this Agreement (a "Notice") shall be in writing, in the English language and may be delivered personally or sent by registered post (and air mail if overseas), by fax or by email to the party due to receive the Notice at its address set out below:

14.6.2 The address referred to in Clause 14.6.1 is:

(a) in the case of the Company:

Address: 79 Merrion Square, Dublin 2, Ireland

Email: sarah@kinseycva.com

Marked for the attention of: Managing Director

(b) in the case of the Distributor:

Address: 4<sup>th</sup> Floor, Legacy Towers, Kyadondo Road, Nakasero, Kampala, Uganda.

14.6.3 Notice is deemed given if:

14.6.3.1 delivered personally, at the time of delivery;

14.6.3.2 sent by air mail, five (5) Business Days after posting it;

14.6.3.3 sent by fax, when confirmation of its transmission has been recorded by the sender's fax machine

14.6.3.4 if sent by email, at the time of sending.

14.7 **Freedom to contract.** The Parties declare that they each have the right, power and authority and have taken all action necessary to execute, deliver, exercise their rights and perform their obligations under this Agreement.

14.8 **Waiver.** A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or

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## DISTRIBUTION AGREEMENT

remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- 14.9 Severability. If any provision in this Agreement is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable laws, such provision will be deemed amended to conform to applicable laws so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired or affected in any way.
- 14.10 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to their subject matter notwithstanding any different, conflicting or additional terms and conditions which may appear on any purchase order or form submitted by the Distributor to the Company and except as expressly provided, this Agreement supersedes all prior representations, writings, negotiations or understandings with respect to that subject matter.
- 14.11 Further Assurance. Each Party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Agreement.
- 14.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute this Agreement.
- 14.13 Governing Law. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Irish law and the Parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

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# DISTRIBUTION AGREEMENT

EXECUTED by the Parties on the date appearing at the top of page 1.

SIGNED:

*Mark Sayer*

Duly authorised for and on behalf of  
**KINESENSE LIMITED**



Date: *30/01/2020*



SIGNED:

*Ankha oodoo*

By  
Duly authorised for and on behalf of  
**MASTERLINKS UGANDA LIMITED**

Date: 27<sup>th</sup> January 2020

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## DISTRIBUTION AGREEMENT

### SCHEDULE 1- Part 1

#### TERRITORY:

#### MARKET SEGMENT:

Law Enforcement Market

#### EXCLUSIVE CUSTOMERS

The agreement is non-exclusive for the Law enforcement market. However, time bound exclusivity will be granted for customers based on the achievement of sales pipeline milestones outlined in Schedule 1, Part 3. For the sake of clarification Customers will not be considered 'Organisations' or 'Forces' but rather 'Opportunities' or 'Departments' within an Organisation.

#### COMPETITORS

Bricfcam, Safran, Grilleye, Seqquestor, Amped, Zuiz, Cognitec (US), Impress.

### SCHEDULE 1- Part 2

#### DISTRIBUTOR DISCOUNT ON LIST PRICES

The standard distributor discount on Kinesense's List Price is based on value volumes. The initial discount is 20% which will applicable on all orders up to the value of €75,000. Once the distributor places orders above €75,001 and to €150,000 in the year, they will be entitled to a cumulative discount of 25%

Annual cumulative Gross Reseller Orders (Eur)	Distributor Discount
From	To:
1	75,000
75,001	150,000
150,001	250,000
250,001	350,000
350,001	500,000
500,001	+

MS

Pm

## DISTRIBUTION AGREEMENT

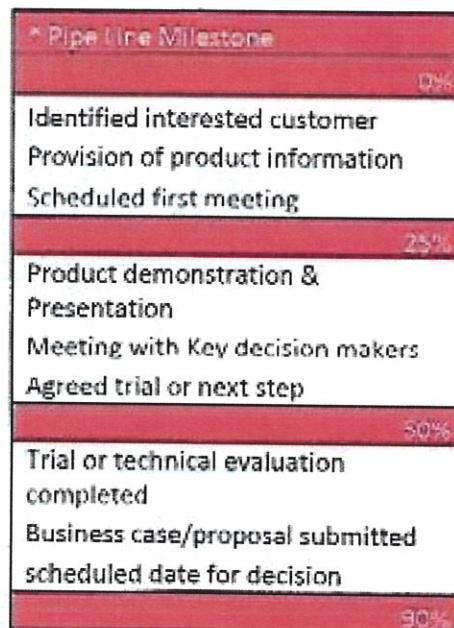
### SCHEDULE 1- Part 3

#### MILESTONES

##### 1. Sales Pipeline Milestones:

Exclusivity for the customers will be subject to the following sales pipeline Milestones.

- i. Initial 6-month exclusivity (25% pipeline): Exclusivity for a 6 month period will be provided for named customers when they have been brought to 25% of the sales pipeline i.e. Initial meeting has been set up with the identified key decision makers and the following information has been confirmed with the customer:
  - Need: the customer confirms their interest in the Kinesense Product range and a date/time period is set for the next stage in the purchase process i.e. trial or proposal
  - Authority: the person(s) met have the technical and budget authority to make the sale happen.
  - Budget: A potential budget within a certain time frame has been met.
  - Time: The customer has reference a potential time frame for purchase.
- ii. Extended 6-month exclusivity (90% pipeline): Exclusivity will be extended for a further 6 months once a customer has been brought to 90% of the sales pipeline i.e. Verbal agreement on a submitted quotation and business case.
- iii. For further clarification, the stages of the Sales pipeline, please see the table below:



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PM

## DISTRIBUTION AGREEMENT

Verbal Yes
PO dates Agreed
100%
PO Signed

Where the distributor has successfully sold to an organisation, they will have a further 12 months exclusivity for that organisation in order to further develop sales in that organization.

### 2. Minimum order value

**Yr1: €30,000**

**Yr 2: €60,000**

**Yr 3: €150,000**

### 3. Sales & Marketing/ Training

- The distributor allocates a minimum of one sales person to be responsible for Kinesense sales
- At least 1 person is technically trained in the solution.
- The distributor completes and initiates a business plan including intended sales and marketing activities.
- The distributor must submit to Kinesense their updated Kinesense pipeline each quarter.

hs

Am

DISTRIBUTION AGREEMENT

SCHEDULE 2 - LOGOS

Kinesense<sup>TM</sup>  
www.kinesense-vca.com

Kinesense<sup>TM</sup>

MG

AM

## **DISTRIBUTION AGREEMENT**

### **SCHEDULE 3 - INITIAL PRODUCTS & PRICE LIST**

#### **A. Products**

Kinesense LE/  
Kinesense Report  
Kinesense Redact  
Kinesense PlayerManager

#### **B. Prices**

See Pricing list

MS  
Am.