Sensile®
Technologies
A division of the WIKA Group

CONTRACT AGREEMENT

Prepared By:

SENSILE TECHNOLOGIES E.A. LTD

3rd Floor, Mwanzo House, Dunga Close, Industrial Area, Nairobi, Kenya.

This Agreement is made on this ……………... Day of ………………..…………… 202____ between;

Sensile Technologies E.A. Ltd., a company registered in accordance with the laws of the Republic of Kenya and whose principal place of business is located at **3rd Floor, Mwanzo House, Dunga Close, Industrial Area, Nairobi, Kenya** (hereinafter called **"Sensile Technologies"**, which expression shall, where the context so permits, include its successors in title and permitted assigns) of the one part;

AND

_____ located at _____, of P. O. Box _____ and registered under the laws of the Republic of Kenya (hereinafter referred to as the **"Merchant"**, which expression shall wherever the context admit include its assigns and successors in title) of the other part.

Individually referred to as **"The Party"** and collectively as **"The Parties."**

WHEREAS

1. **Sensile Technologies** is in the business of providing fuel retail eTIMS integration, compliance capacity building, automation solutions, and related services that enhance fuel station operations, compliance monitoring, and reporting efficiency.

2. The Merchant is interested in procuring the solution offered by Sensile Technologies and requires both system deployment and expert services for its seamless integration.

NOW THEREFORE, in consideration of the mutual covenants, undertakings, and conditions set forth below, the parties hereby agree as follows:

1. DEFINITIONS

a) **Confidential Information** – all information disclosed by one Party to the other in any form.
b) **FMS** – Forecourt Management System.
c) **Force Majeure** – events beyond a Party's control.
d) **Intellectual Property** – all IP owned or created by either Party.
e) **Services** – as defined in Clause 3.
f) **Hardware Subscription Model** – A model in which Sensile retains ownership of hardware and the Merchant pays an annual subscription fee for usage, maintenance, and system hosting.
g) **Setup Costs** – Costs related exclusively to cabling, trenching, piping, electrical works, and any civil work required to enable system installation.
h) **Operating Manuals** – includes drawings, specifications, vendor manuals, warranties, and compliance documentation.
i) **System** – The eTIMS integration, automation hardware, controllers, readers, monitoring components, and related equipment.

2. COMMENCEMENT AND DURATION

This Agreement shall commence on the date of the last signature and continue indefinitely unless terminated under Clause 12 or upon thirty (30) days' written notice.

3. SCOPE OF SERVICES

3.1 Sensile Technologies shall provide and install eTIMS integration, compliance capacity building, and automation/monitoring systems.

3.2 Sensile shall provide periodic training, ongoing technical support and service.

3.3 Sensile shall maintain and replace hardware throughout the subscription term.

3.3 Sensile shall perform services in accordance with best industry standards.

4. HARDWARE OWNERSHIP AND INSTALLATION

4.1 All system hardware provided remains **the property of SENSILE Technologies at all times**.

4.2 The Merchant is granted **a right of use** of the hardware for the duration of the subscription.

4.3 The Merchant shall not sell, tamper with, relocate, or repair Sensile-owned hardware without written approval.

4.4 Upon termination or non-renewal of the subscription, Sensile retains the right to retrieve all hardware.

5. SETUP COSTS

5.1 The Merchant shall cover setup costs limited strictly to:
- Cabling
- Electrical works
- Civil works
- Trenching
- Conduits or pipes
- Any structural modifications needed for installation

5.2 These setup costs shall be billed once, upon installation.

5.3 Sensile shall provide a clear breakdown of expected setup costs before commencement.

6. SYSTEM SUBSCRIPTION FEES

6.1 The Merchant shall pay a **monthly subscription fee**, billed annually, covering:
- Use of Sensile-owned hardware
- Ongoing maintenance
- System monitoring
- Compliance hosting
- Technical support

6.2 Monthly Subscription Fee, payable annually: **KES 15,000 (per station per month)**

6.3 If the Merchant adds new pumps, tanks, or automation points during the contract, they are responsible for covering set-up costs for the new equipment, while subscription fees remain unchanged.

6.4 Subscription fees are **non-refundable** once the annual billing period begins.

7. SENSILE TECHNOLOGIES' OBLIGATIONS

- Provide, install, and maintain hardware
- Replace faulty components at no cost
- Ensure compliance updates and monitoring
- Offer timely technical support
- Provide system training

8. MERCHANT'S OBLIGATIONS

- Provide KYC documents.
- Provide manuals, spare part lists, and related documentation as required.
- Pay setup and subscription fees on time
- Provide protected electrical and cabling routes
- Avoid interfering with hardware
- Provide all necessary operational data
- Grant Sensile access for maintenance when needed
- Ensure proper use and care of the system.

9. CONFIDENTIALITY

Each Party shall maintain confidentiality regarding information disclosed by the other Party and shall not disclose it without prior written consent.

10. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property developed or provided by Sensile Technologies remains its sole property. The Merchant may not use, modify, or distribute it without written permission.

11. DATA PROTECTION AND PRIVACY

Both Parties shall comply with the **Data Protection Act, 2019**, ensuring lawful processing, handling, and protection of personal data.

12. TERMINATION

12.1 Termination requires thirty (30) days' written notice by either Party.
12.2 Immediate termination may occur for:
- Non-payment
- Interference with hardware
- Insolvency
- Regulatory instruction

12.3 Upon termination:
- Sensile shall retrieve all hardware
- Any unpaid subscription amount shall remain due

13. LIMITATION OF LIABILITY

Sensile's liability is limited to fees paid by the Merchant in the preceding twelve (12) months. Sensile shall not be liable for indirect or consequential losses.

14. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the Republic of Kenya. Disputes shall first be resolved amicably; unresolved matters shall be referred to Kenyan courts.

15. NOTICES

All notices shall be in writing and delivered physically, by email, or by post.

16. GENERAL

This Agreement constitutes the entire agreement between the Parties and may only be amended in writing. Neither Party may assign its rights or obligations without written consent.

IN WITNESS WHEREOF

The Parties have executed this Agreement as of the date first above written.

Sensile Technologies E.A. Ltd

Name: _____
Position: _____
Signature: _____

MERCHANT

Name: _____
Position: _____
Signature: _____

WITNESSES

Witness (Sensile):
Name: _____
Position: _____
Signature: _____

Witness (Merchant):
Name: _____
Position: _____
Signature: _____