

Fieldpiece Instruments B.V.

Distributor Terms and Conditions

Interpretation

In these Distributor Terms and Conditions ("Terms"):

"**Agreement**" means as defined on the Front Sheet.

"**Commencement Date**" as defined on the Front Sheet.

"**Distributor**" means the party defined on the Front Sheet.

"**Order Form**" means the form pursuant to which the Distributor orders Products from Fieldpiece and to which the Terms of Supply apply.

"**Fieldpiece**" means the party defined on the Front Sheet

"**Front Sheet**" means the commercial front sheet of this Agreement.

"**Term**" as defined on the Front Sheet.

"**Products**" means as defined on the Front Sheet.

Any reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

The headings in these Terms are for convenience only and shall not affect their interpretation

Duration

This Agreement shall come into force on the Commencement Date and, subject to any provision for earlier termination, and notwithstanding any other provisions of this Agreement, shall continue in force for the Term where after it shall automatically terminate.

Duties of the Distributor

The Distributor shall, at its own expense and, unless otherwise expressly provided, at all times during the term of the Agreement: (a) maintain a satisfactory level of advertising, marketing and promotion of the Products; (b) maintain sufficiently trained full time personnel to enable the Distributor to perform its obligations under the Agreement; (c) during the term of the Agreement or for the period of five years from the date thereof (whichever is the shorter) obtain supplies of the Products for re-sale only from Fieldpiece or any other party to whom Fieldpiece may delegate its obligations to supply the Distributor; (d) provide an adequate sales service and promptly fulfil, in its own name, all orders for the Products placed by customers and accepted by the Distributor; (e) supply the Products in the same good condition as they are received by the Distributor and not tamper with or alter such Products (including removing, altering or obscuring any of the labels, instructions, warnings or markings on the Products or their packaging); (f) provide in its own name adequate after-sales (including support) services in relation to the Products it supplies to its customers; (g) promptly submit to Fieldpiece full written details of any complaints relating to the Products, together with all relevant information; (h) keep Fieldpiece informed of all applicable laws, regulatory requirements, mandatory standards and codes of practice of any competent authority for the time being in force affecting the manufacture, labelling, packaging, storage, handling, delivery, safety, sale and/or supply of the Products, giving Fieldpiece as much notice as reasonably possible of any prospective changes in any of the foregoing; (i) not make any representation concerning the Products unless expressly confirmed by Fieldpiece in writing; and (j) be responsible for all duties, charges, taxes and other amounts payable in connection with the performance of its obligations under the Agreement.

Supply of Products

The sale and supply to the Distributor of the Products themselves, including, ordering, delivery, invoicing and payment terms, shall be subject to Fieldpiece's standard Terms of Supply www.fieldpiece.com/terms ("**Fieldpiece Instruments B.V. - Terms of Supply**").

Fieldpiece may, at any time, cease manufacture or supply of any of the Products or remove any of the Products from its range of Products to which this Agreement applies.

Price and Payment

Unless otherwise expressly agreed, Fieldpiece shall charge the Distributor for the Products as set out in the Order Form.

The Distributor shall be responsible, in its sole discretion, for determining, from time to time, the prices at which it decides to re-sell the Products to its customers.

The Distributor will pay Fieldpiece's invoices in accordance with the Terms of Supply. Fieldpiece shall not be obliged to continue to supply Products in the event of non-payment or late payment and shall be entitled to suspend the supply of Products to the Distributor until such time that any arrears are brought up-to-date and the Distributor meets any revised payment terms that Fieldpiece may require.

Warranties

Fieldpiece represents and warrants that it has the right to enter into this Agreement and to appoint the Distributor and supply the Products as contemplated by this Agreement.

The Distributor represents and warrants that:

- (a) it has the right to enter into this Agreement and its entering into, and the performance of its obligations under, this Agreement do not and will not conflict with, or result in the breach of, any agreement or understanding with any third party to which it is party, and no such agreement interferes or will interfere with its performance of its obligations under this Agreement;
- (b) it will duly perform its duties under clause 3; and
- (c) in all its dealings with, and activities in relation to, the Products, and in the performance of its obligations under this Agreement, the Distributor shall comply with all applicable laws, regulatory requirements, mandatory standards and codes of practice of any competent authority for the time being in force (including those pertaining to consumer protection, product safety, health and safety, environmental protection and (if relevant), the importing and exporting of goods), including identifying, obtaining and maintaining all relevant approvals, authorisations, certifications, consents, licences and permits as may be required by applicable law.

Intellectual Property Rights

Fieldpiece authorises the Distributor, during the term of this Agreement and on a non-exclusive basis, to use Fieldpiece's trade name and such of its trade marks or logos as Fieldpiece may, from time to time, expressly designate in writing (collectively, "**Brands**") on or in relation to the Products, subject to the terms set out in this Agreement.

The Distributor agrees only to use the Brands in an unaltered form and in strict accordance with Fieldpiece's branding policy and guidelines and solely for the purposes of identifying Fieldpiece as the source of the Products and/or advertising, marketing and promoting the Products, and not for any other use whatsoever. Without limitation, the Distributor shall not, and shall not permit any third party to:

- (a) use or seek to register as a trade mark or as a corporate or business name or a domain name, any name or mark which is the same as or which may be confused with any Brand or any other name or mark owned or used by Fieldpiece or any of its group members;
- (b) seek to register itself as a licensee of any trade mark owned or used by Fieldpiece or any of its group members;
- (c) distribute or publish any advertising, marketing or promotional material containing any Brand or relating to the Products without Fieldpiece's prior written consent (provided that the Distributor shall not require any consent to distribute such material using only Fieldpiece's trade name solely for the purposes of identifying Fieldpiece as the source of the Products);
- (d) use any Brand in any way which might prejudice its distinctiveness or validity or the associated goodwill of Fieldpiece or any of its group members;
- (e) remove, deface or alter any Brand affixed to any of the Products and not affix any other name or mark to any of the Products; or
- (f) use any Brand on or in relation to any product which has not been manufactured by or on behalf of Fieldpiece or any of its group members.

The Distributor acknowledges and agrees that:

- (a) ownership of the Brands, and of the goodwill connected with and symbolised by the Brands, is and will remain the property of Fieldpiece or its third party licensors, and use of the Brands by the Distributor is use on behalf of and under licence (or sub-licence) from Fieldpiece;
- (b) the goodwill in the Brands which the Distributor derives by use of the Brands, or by being connected with the Brands in the

course of trade (whether arising at common law or otherwise), shall accrue to Fieldpiece, together with all rights of action, and the Distributor hereby assigns the same to Fieldpiece without payment; and

- (c) Fieldpiece makes no representation and gives no warranty that use of the Brands does not infringe any rights not owned by Fieldpiece or that any registrations of the Brands now or subsequently obtained is/are (or will be) valid or will be kept in force.

The Distributor shall promptly notify Fieldpiece of any third party infringement (including where there are reasonable grounds to suspect an infringement), misuse of, application to register, or registration of any of the Brands (or of the use or registration of, or any attempt to register, any word, logo, mark or sign similar to any of the Brands) which come to its knowledge but shall not be entitled to write to the infringer, or raise any claim or bring any proceedings in respect of such infringement, misuse, application to register or registration nor to require Fieldpiece to do so.

Fieldpiece shall not be obliged to bring or defend any proceedings whether for infringement or otherwise in relation to any of the Brands if it decides not to do so and the Distributor shall not be entitled to bring or defend such proceedings.

The Distributor shall, at the request of Fieldpiece, give full cooperation to Fieldpiece (including provision of any relevant information in its possession) in respect of any action, claim or proceedings brought or threatened in respect of any of the Brands and Fieldpiece shall meet all reasonable out-of-pocket expenses incurred by the Distributor to any third party in giving such assistance.

In any infringement, opposition, revocation or invalidity proceedings which are brought by Fieldpiece, Fieldpiece shall be entitled to claim in respect of a loss suffered or likely to be suffered by the Distributor but Fieldpiece shall be entitled to retain solely any and all damages and/or the proceeds of any other pecuniary remedy awarded in respect of such a claim.

Fieldpiece may, from time to time, provide the Distributor with official images of the Products ("**Images**"). Fieldpiece authorises the Distributor, during the term of this Agreement and on a non-exclusive basis, to use the Images, to promote the Products whether in hardcopy or digitally such as on its website.

Any use of the Images other than as expressly permitted by clause 7.8 is strictly prohibited.

The Distributor shall:

- (a) retain and not alter any digital watermarking or rights management information present in any of the Images;
- (b) promptly notify Fieldpiece of any third party infringement or misuse (including where there are reasonable grounds to suspect an infringement or misuse) of any of the Images which come to its knowledge but shall not be entitled to write to the infringer, or raise any claim or bring any proceedings in respect of such infringement or misuse;
- (c) not, save as permitted by applicable law, crop, edit, modify or adapt any of the Images; and
- (d) not use any of the Images in relation to products which have not been manufactured by or on behalf of Fieldpiece.

Limitation of Liability

Nothing in this Agreement excludes or limits either party's liability for:

- (a) death or personal injury caused by its negligence;(b) fraud or fraudulent misrepresentation; or
- (c) any liability which cannot be legal excluded or limited.

Subject to Clause 8.1, Fieldpiece is not liable for any indirect, consequential or special loss (including any loss of profit, loss of business or contracts, lost production or operation time, loss of or corruption to data, loss of goodwill or anticipated savings, but only to the extent any such losses are indirect, consequential or special loss) however arising (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise), whether or not such loss was foreseeable or if the party which would otherwise be liable for such loss was advised of its possibility (and, for the purposes of this clause 8.2, the term "loss" includes a partial loss or reduction in value as well as a complete or total loss).

Subject to Clauses 8.1 and, 8.2 Fieldpiece's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Agreement or in relation to the supply, non-supply or

partial supply of the Products, shall not exceed 100% of the price paid or payable by the Distributor for the relevant order of Products in any 12 month period.

Confidentiality

The Distributor shall maintain and preserve all confidential and commercially sensitive information concerning Fieldpiece, its business and the Products (including, without limitation, its price lists), howsoever disclosed to or obtained by the Distributor, whether orally or in writing and whether or not expressly stated to be confidential or marked as such.

Either party may disclose the other's Confidential Information to the extent required by law or by any court, tribunal, regulator or other authority with competent jurisdiction to order its disclosure (but only to the extent of such requirement). Either party may disclose that the Distributor has been appointed as an authorised distributor of Fieldpiece.

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Data Protection

For the purposes of this clause 10 "**Data Protection Legislation**" shall mean (i) the General Data Protection Regulation 2016 (EU) 2016/679 and all other applicable laws and regulations relating to data protection and privacy and implemented nationally, and (ii) all related statutory codes of practice and guidance issued by any relevant data protection authority.

Each party will, at all times during the term of this Agreement, comply with the Data Protection Legislation and will not, whether by any act or omission, cause the other party to be in breach of any of its obligations under the Data Protection Legislation.

Compliance

In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to either party or any US or UK company and specifically will not sell any Products to any person in breach of any such applicable laws. The Distributor represents and warrants that it and its financial institutions, or any party that owns or controls it or its financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

The Distributor shall:

- (a) at all times ensure that it complies with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption which includes without limitation the US Foreign Corrupt Practices Act, ("**Anti-bribery Laws**") and not do anything which would constitute an offence or which would cause Fieldpiece to commit an offence under the Anti-bribery Laws;
- (b) have and shall maintain in place throughout the term of this Agreement its own policies and procedures (copies of which will be made available to Fieldpiece upon request), including adequate procedures to ensure compliance with the Anti-bribery Laws, and will enforce them where appropriate;
- (c) promptly report to Fieldpiece any request or demand for any undue financial or other advantage of any kind received by the Distributor in connection with the performance of this Agreement; and
- (d) procure that all associated persons of the Distributor will comply with this clause 11.

A breach of this clause 11 by the Distributor shall constitute a material breach entitling Fieldpiece to terminate this Agreement immediately on written notice.

Termination

Either party may terminate this Agreement by giving the other written notice if:

the other materially breaches any term of this Agreement and it is not possible to remedy that breach;

- (b) the other materially breaches any term of this Agreement and it is possible to remedy that breach, but the other fails to do so within 30 days of being requested in writing to do so;
- (c) (where such termination is permitted by law) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy;
- (d) (where such termination is permitted by law) the other becomes insolvent, makes composition with its creditors, has a receiver or administrator of its undertaking or the whole or a substantial part of its assets appointed, or an order is made, or an effective resolution is passed, for its administration, receivership, liquidation, winding-up or other similar process, or has any distress, execution or other process levied or enforced against the whole or a substantial part of its assets (which is not discharged, paid out, withdrawn or removed within 28 days), or is subject to any proceedings which are equivalent or substantially similar to any of the foregoing under any applicable jurisdiction, or ceases to trade or threatens to do so; or
- (e) the other is delayed in performing its obligations under this Agreement under clause 14 (Force Majeure) for a period of 30 days or more. Fieldpiece may terminate this Agreement at anytime on not less than 30 days notice in writing.

Consequences of Termination

Termination of this Agreement for any reason will not affect: any accrued rights or liabilities which either party may have by the time termination takes effect; or

the coming into force or the continuation in force of any of its provisions that expressly or by implication are intended to come into force or continue in force on or after termination.

Upon termination of this Agreement for any reason:

- (a) the Distributor shall immediately cease to describe itself or hold itself out as a distributor of Fieldpiece;
- (b) the Distributor shall immediately discontinue all use of the Brands, Images and any samples, advertising, marketing and promotional literature, product information, signage, point of sale and other materials supplied by Fieldpiece and shall promptly, at Fieldpiece' direction, destroy or return the same to Fieldpiece;
- (c) Fieldpiece shall have the option (exercisable by written notice to the Distributor to be given not more than one month after termination) to inspect and, if it so elects, re-purchase from the Distributor, at the price (less taxes, carriage and insurance, if included in such price) paid by the Distributor, all or any Products supplied to the Distributor by Fieldpiece which are not subject to orders from the Distributor's customers and are in good and saleable condition. The Distributor must dispose of any Products over which Fieldpiece does not exercise such option in the ordinary course of business in the three-month period following termination of this Agreement; and
- (d) the Distributor shall have no claim against Fieldpiece, as a result of the termination, in accordance with its terms, of this Agreement, for compensation of any kind, including, without limitation, for loss of distribution rights, loss of opportunity or goodwill or any similar loss.

Force Majeure

Fieldpiece will not be liable to the Distributor for any failure or delay in performing its obligations under the Agreement which arises because of any circumstances which it cannot reasonably be expected to control (which shall include Act of God, pandemic, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving personnel of Fieldpiece or a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery or breakdown in machinery, or interruption or failure of the Internet or of any network, telecommunications, power supply or infrastructure, or any provider of any of the foregoing).

General

The Distributor shall not act nor describe itself as, nor hold itself out as being, a subsidiary, franchisee, partner, agent or representative of Fieldpiece or any of its group members or otherwise associated with Fieldpiece or any of its group members except as the holder of this distributorship.

The Distributor shall not make or give any representation, warranty, condition or guarantee, enter into any agreement or contract, incur any liability or do any other act in the name, or on behalf of, Fieldpiece or any of its group members and shall not in any way pledge the credit of Fieldpiece or any of its group members and shall not permit any Distributor personnel to do any of the foregoing.

The Distributor may not sub-license or assign, sub-contract or delegate any or all of its rights or obligations under the Agreement without the prior written consent of Fieldpiece.

In the event that Fieldpiece consents to the Distributor sub-contracting performance of its obligations, the Distributor will remain liable for performance of the relevant obligations and shall procure that the sub-contractor complies with all relevant provisions of this Agreement applying to performance of the obligations concerned.

All notices relating to the Agreement must be in writing. Notices must be sent to the registered office or principal place of business of the recipient or otherwise notified by the relevant party in accordance with these Terms. Notices shall be sent by hand or by certified or registered mail.

No omission, forbearance or delay on the part of either of the parties to enforce fully any provision of the Agreement or any other right, power, privilege or remedy otherwise available to it shall be construed as a waiver of such provision, right, power, privilege or remedy or of a right thereafter to enforce the same or any other provision, right, power, privilege or remedy.

All variations to this Agreement must be agreed, set out in writing and signed on behalf of both parties before they take effect.

If at any time any provision of the Agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction then such provision shall be treated in such jurisdiction as severed from the remaining provisions and neither the validity legality or enforceability of the remaining provisions nor the validity legality or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

No term of the Agreement is enforceable by a person who is not a party to the Agreement.

The Agreement contains the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior agreements written or oral and each of the parties acknowledges that it has not been induced to enter into the Agreement by reason of any representation made by or on behalf of the other party. Nothing in this clause 15.10 will operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

Except to the extent that this Agreement expressly provides otherwise, nothing in this Agreement shall or is intended to create a partnership or joint venture between the parties, constitute one party as agent of the other or give either party authority to make or enter into commitments, assume liabilities or pledge credit on behalf of the other party. Neither party may act as if it were, or represent (expressly or by implying it) that it is, an agent of the other or has such authority.

Each party confirms that, in entering into and performing this Agreement, it is acting as principal and not as the agent of any undisclosed third party principal.

The Agreement is governed by Dutch law. Both parties submit to the exclusive jurisdiction of the Dutch courts in relation to any dispute, but Fieldpiece is also entitled to apply to any court worldwide for injunctive or other remedies in order to protect or enforce its intellectual property rights and/or confidential information.