

**INDIGOVISION INTERNATIONAL PARTNERSHIP AGREEMENT** dated  
03/07/2018

Between

- (1) **IndigoVision Limited**, a company incorporated and registered in Scotland with company number SC150401, whose registered office is at Charles Darwin House, Edinburgh Technopole, Milton Bridge, Penicuik, Midlothian EH26 0PY, UK ("**IndigoVision**"); and
- (2) **Hai Phuong Trading Development Company Limited** a company incorporated and registered in [Vietnam] with company registration number [0106542450], whose registered office is at No.2, Alley 211 Tran Cung, Co Nhue 1 Ward, Bac Tu Liem District, Hanoi, Vietnam (the "**Partner**").

**1. Appointment as authorised partner**

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IndigoVision appoints the partner to act as a representative of the manufacturer to perform obligations such as warranty, maintenance, or replacement of parts if applicable and after-sales service. The partner shall maintain in the territory sufficient inventory of the products so as to fulfil servicing and maintenance agreements. Partner agrees to notify Manufacturer if it opens to new offices or branches or closes in the territory.

**2. Supply of Products**

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- 2.1 The Partner shall purchase Products from IndigoVision and, unless otherwise agreed in writing, IndigoVision's standard terms of business (as the same may be amended by IndigoVision from time to time) will apply to all such purchases. The Partner agrees that IndigoVision's standard terms of business will be incorporated into each order for Products placed by the Partner. Orders placed by the Partner shall not be binding upon IndigoVision unless and until accepted by IndigoVision.
- 2.2 IndigoVision may make changes to the Products and to the Product range at any time.

**3. IndigoVision's responsibilities**

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- 3.1 IndigoVision will supply the Partner with reasonable quantities of marketing collateral to assist the Partner in its marketing of the Products in the Territory.
- 3.2 IndigoVision will provide training (at one of IndigoVision's training facilities) in respect of the Products to the number(s) of Partner's technicians as are set out in Part D of the schedule to this agreement and, upon the successful completion of such training, IndigoVision will certify those technicians as trained in the Products. The travel, accommodation, subsistence and other expenses incurred by the technicians in attending such training will be borne by the Partner.
- 3.3 IndigoVision will provide second level support to the Partner in accordance with IndigoVision's support guidelines (as the same may be amended by IndigoVision from time to time). IndigoVision may (at IndigoVision's election) also provide support to end users. In this connection, the Partner will provide IndigoVision with the name

and address of and contact details (including a telephone number and email address) for each end user to whom the Partner supplies Products. Such details shall be provided within 30 days of the supply of Products to the end user in question.

- 3.4 IndigoVision will allow the Partner to use IndigoVision's trademarks and Product names in the marketing of the Products in the Territory, provided that any such use complies with IndigoVision's guidelines (as the same may be amended by IndigoVision from time to time). The Partner will ensure that its use of IndigoVision's trademarks and Product names does no harm to the goodwill in such trademarks and Product names. Any and all goodwill in IndigoVision's trademarks and Product names created by or arising as a result of the Partner's use of them shall belong and accrue to IndigoVision and is hereby transferred to IndigoVision. Partner shall not at any time claim any rights in such trademarks or Product names and, if requested by IndigoVision (including after the termination of this agreement), shall execute a confirmatory assignment of any and all goodwill and rights in such trademarks and Product names to IndigoVision.

#### **4. Partner's responsibilities**

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- 4.1 The Partner will use its best efforts to import, market and sell the Products to end users in the Territory in accordance with applicable laws and good industry practice. The Partner will trade in its own name, but describe itself as an "IndigoVision Authorised Partner" when marketing and selling Products in the Territory. Where Part A of the schedule to this agreement also designates a business sector, then the Partner may also describe itself as an "IndigoVision Preferred Partner" for that business sector in the Territory.
- 4.2 The Partner will maintain the sales offices listed in Part D of the schedule to this agreement and will ensure that:
- 4.2.1 its sales personnel are appropriately trained and knowledgeable about the Products and their benefits to enable them to market and sell the Products effectively; and
- 4.2.2 at least the number of IndigoVision certified technicians set out in Part D of the schedule are employed or otherwise engaged by the Partner at such sales offices.
- 4.3 The Partner acknowledges that the annual (non-binding) targets for Product purchases by the Partner from IndigoVision shall apply during each of the first two years of this agreement. IndigoVision may vary such annual (non-binding) targets in respect of any future period and any such varied target shall apply to the exclusion of that set out in Part B of the schedule to this agreement.
- 4.4 The Partner agrees to provide first level support in respect of Products sold by the Partner. The provisions of this clause shall continue to apply after the termination of this agreement, unless IndigoVision notifies the Partner that such first level support is to be provided (after such termination) by IndigoVision or by a different authorised partner of IndigoVision.
- 4.5 The Partner agrees that its use of IndigoVision trademarks and Product names shall be in accordance with IndigoVision's guidelines (as the same may be amended by IndigoVision from time to time).
- 4.6 The Partner may sell Products to other IndigoVision Authorised Partners but shall not sell Products to any other distributor or systems integrator or seek to make any active sales of Products to any end users outside of the Territory.
- 4.7 IndigoVision currently hold Authorised Economic Operator (AEO) accreditation, and as part of this process must confirm that all authorised partners operate their

business in strict observance of all United Nations sanctions. The Partner agrees that it will not, therefore, export, re-export or make available any of IndigoVision's products or items, whether wholly or partly, or either directly or knowingly on an indirect basis, to any destinations, or any person or organisation subject to such sanctions, or for any purpose prohibited by such sanctions. The Partner hereby agrees to comply with all applicable national and international export control regulations and confirms that the items supplied by IndigoVision will not, in their entirety or in part, be used in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or the development, production, maintenance or storage of missiles capable of delivering such weapons, as covered by the corresponding non-proliferation arrangements (EC Council Regulation (EC) No 428/2009, article 4, as amended)

## **5. Intellectual property**

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All intellectual property rights in the Products, the trademarks or Product names used by IndigoVision or in any confidential information (which shall include all pricing and technical information) provided by IndigoVision to the Partner shall belong to IndigoVision (or its suppliers). The provisions of this clause shall continue to apply after the termination of this agreement.

## **6. Confidentiality**

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Except as required by law or any governmental or regulatory organisation and in those circumstances only after prior consultation with IndigoVision, the Partner agrees that it shall not at any time: (i) disclose any confidential information of IndigoVision (which shall include the terms of this agreement and all pricing and technical information) to any person, except to those authorised by IndigoVision to know; or (ii) use any such confidential information for its own or any purpose, other than the fulfilment of its obligations under this agreement or as may be approved in writing by IndigoVision. The provisions of this clause shall continue to apply after the termination of this agreement.

## **7. Termination**

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- 7.1 This agreement shall be deemed to have commenced on the date set out at the beginning and shall continue until terminated in accordance with clause 7.2 or clause 7.3.
- 7.2 Either party may (without incurring any liability) terminate this agreement:
- 7.2.1 by giving 90 days written notice to the other party, with such termination becoming effective on the expiry of such notice;
  - 7.2.2 immediately by written notice to the other party, if the other party is in material breach of this agreement and, where the breach is capable of remedy, the other party fails to remedy such breach within 30 days of a notice in writing from the party not in breach specifying the breach, and requiring it to be remedied; and / or
  - 7.2.3 immediately by written notice to the other party, if the other party becomes insolvent or is unable to pay its debts when they fall due.
- 7.3 IndigoVision may (without incurring any liability) terminate this agreement immediately by written notice to the Partner:
- 7.3.1 if there is any substantial change in the control, ownership or management of the Partner;

- 7.3.2 if the Partner fails to make any payment to IndigoVision when due and such failure is not remedied within 10 days of a notice in writing from IndigoVision specifying the failure and requiring it to be remedied; or
  - 7.3.3 if the Partner fails to achieve one of the (non-binding) targets for Product purchases set out in Part B of the schedule to this agreement; or
  - 7.3.4 if the Partner breaches of the provisions of clause 4.6 above.
- 7.4 The Partner agrees that it shall not (whether alone, with or on behalf of another person, or directly or indirectly) for a period of 12 months following termination of this agreement, either:
- 7.4.1 deal or contract with, canvass, solicit or approach or cause to be dealt or contracted with, canvassed, solicited or approached, in relation to products which are competitive with the Products, any person who at any time during the continuance of this agreement had purchased Products from the Partner; or
  - 7.4.2 offer employment to or conclude any contract of services with or solicit, entice or endeavour to solicit or entice away from IndigoVision (or any subsidiary or holding company of IndigoVision) any person employed in a managerial, supervisory, technical or sales capacity by IndigoVision (or any subsidiary or holding company of IndigoVision) at any time during the period of 6 months immediately prior to the termination of this agreement.
- The provisions of this clause shall continue to apply after the termination of this agreement.
- 7.5 The Partner agrees that it shall not (whether alone, with or on behalf of another person, or directly or indirectly) at any time after the termination of this agreement: (i) do or say anything which is likely or intended to damage the goodwill or reputation of IndigoVision or which may lead any person to materially reduce or cease to do business with IndigoVision; or (ii) in any way hold itself out or permit itself to be held out as being interested in, or in any way connected with IndigoVision (other than as a matter of historic fact). The provisions of this clause shall continue to apply after the termination of this agreement.

## **8. General**

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- 8.1 The schedule in four parts (A to D) is incorporated into and forms part of this agreement.
- 8.2 If any clause or part of this agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this agreement and this shall not affect any of the other provisions of this agreement which shall remain in full force and effect.
- 8.3 Nothing contained in this agreement, and no action taken by the parties pursuant to this agreement, is intended or shall be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf or otherwise bind the other party in any way.
- 8.4 This agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when executed and delivered shall be an original.

- 8.5 This agreement constitutes the entire agreement between the parties and supersedes and replaces any previous agreement, understanding, undertaking or arrangement of any nature between the parties relating to the subject matter of this agreement.
- 8.6 Any waiver of any breach of, or default under, this agreement shall only be effective if made in writing and shall not be deemed to be a waiver of any subsequent breach or default of this agreement. Any failure or delay on the part of any party to exercise any right or remedy conferred under this agreement or otherwise shall not in any circumstance operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude or restrict the further exercise of any such right or remedy. This agreement may only be varied by an agreement in writing signed by or on behalf of each party to this Agreement.
- 8.7 The formation, existence, construction, performance, validity and all aspects whatsoever of this agreement or any term of it (including non-contractual disputes or claims) shall be governed by the laws of [England]/[the state of New York]. The courts of [England]/[the state of New York sitting in the City of New York and the United States District Court for the Southern District of New York] shall have non-exclusive jurisdiction to settle any disputes (including non-contractual disputes or claims), which may arise out of or in connection with this agreement. The parties irrevocably agree to submit to that jurisdiction.

This agreement has been entered into on the date stated at the beginning of this agreement.

**Signed by Willy Tan,**  
**Regional Business**  
**Development**  
 for and on behalf of  
**INDIGOVISION LIMITED**

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 .....IndigoVision.....  
 Authorised Signatory

**Signed by Nguyen Minh**  
**Phuong, General Director** for  
 and on behalf of  
**Hai Phuong Trading Co. Ltd**

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*Nguyễn Minh Phương*  
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 Authorised Signatory