



Viseum International Limited

2nd Floor, Unicorn House

Station Close, Potters Bar

Hertfordshire, EN6 1TL

United Kingdom.

Registered in England, No: 7971236

Tel no: +44 (0)1322 405724

E-mail: info@viseum.co.uk

Viseum[®] Safe City

25 Year Technology Transfer & Licence Agreement



FOREWORD

NNNN is in need of the latest and highest quality CCTV security and surveillance technologies. They also require constantly improving technology innovations to deliver its country's Public Security Services, and remain ahead of the increasing threats of crime disorder and terrorism.

XXXX, and YYYY have substantial nationwide resources to install maintain and support CCTV throughout all cities of NNNN, and they jointly commit to prioritise their resource to support this contract. They have made significant investments in the marketing of the Viseum Brand to NNNN industries. This is because the Viseum UK Group is known to be the lead innovation and technology provider in the international market of security and surveillance threat detection techniques, and it has received many public body endorsements for delivering these technology and innovation requirements.

The Viseum UK Group currently delivers security projects to anywhere in the world from its Centre-of-Excellence in London. Its Software and Hardware Technology Services offer typical remote 3rd line technical support and back to base warranty. There are many benefits to the customer of having a more localised support service; from creating local jobs and helping NNNN's economy, to developing uniquely customised crime fighting initiatives, which ultimately services the need to optimally clear up crime and create NNNN's long term deterrent throughout its estate.

XXXX, and YYYY and the Viseum UK Group have developed this Agreement on behalf of NNNN, whereby local infrastructure will be created to support Viseum Product Solutions and deliver the highest levels of safety for NNNN's towns and cities. As well as the benefits of this local support, this closed trusted partnership will also encourage all parties to work more closely together. This will display how all parties investing together long-term in the spirit of true partnership, is in fact the most effective way to invest in remaining ahead of the criminal.

Interpretation

In this Agreement, the following expressions shall have the meanings here set against them.

“Agreement”	this agreement together with its Appendices A and B and its Schedules 1 and 2;
“Confidential Information”	(a) pricing or other information concerning any products or services; (b) trade secrets and other proprietary rights of a Party; (c) any proprietary business, marketing or technical information disclosed by either Party to the other and identified by the disclosing Party as confidential;
“Customer”	any person or organisation with whom enters into a contract for the sale and purchase of Hardware containing the Software;
“End User”	any person who receives an End User Software Licence and is identified therein as the licensee;
“Month”	a calendar month;
“Software”	the Viseum Software Technology Services Product Solutions as published on its website and as amended from time to time;
“Hardware”	the electronic image surveillance equipment supplied to Customers from time to time;
“Viseum Certified Corporate Distributor”	a designation applied to Distributor of Viseum electronic surveillance equipment that becomes a Party to this Agreement;
“Viseum Certified Corporate Integrator”	a designation applied to Reseller of Viseum electronic surveillance equipment that becomes a Party to this Agreement;
“Year”	a 12 month period commencing on the Effective Date or any anniversary of the Effective Date.

- 1.1 Masculine terms include the feminine and neuter, and singular terms include the plural and vice versa.
- 1.2 The expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of state or joint venture.
- 1.3 Any reference in this Agreement to “writing” or similar expressions is inclusive of facsimile transmission and electronic mail unless these are specifically excluded.
- 1.4 Any reference in this Agreement to a provision or statute shall be construed as a reference to that provision or statute as amended re-enacted or extended at the relevant time.
- 1.5 In the event of a conflict between any of the terms of this Agreement the conflict will be resolved according to the following order of priority: the Clauses of this Agreement, followed in Appendices A and B and its Schedules 1 and 2.
- 1.6 The side headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.7 Any phrase introduced by the term “include”, “including”, “in particular” or any similar expression, shall be construed as illustrative and not as in any way limiting the sense of the words preceding that term.

This Agreement is between:

NNNN, having its registered office at #####, being part of the Government of **NNNN**.

and,

XXXX, having its registered office at #####, being a limited company in **NNNN**, Registration Number #####.

and,

YYYY, having its registered office at #####, being a limited company in **NNNN**, Registration Number #####.

and,

Viseum International Limited, (“VIL”), trading under the brand name Viseum UK Group, having its registered office at Turnberry House, 1404-1410 High Road, Whetstone, London N20 9BH United Kingdom, being a limited company, Registration Number 7971236,

WHEREAS

A. **NNNN** is End User Customer and has the authority to enter into this 25 year contract and commit to all obligations identified in this Agreement;

and,

B. **XXXX** is representing the Viseum UK Group brand as its Certified Corporate Integrator of Viseum Product Solutions for **NNNN**.

and,

C. **YYYY** is representing the Viseum UK Group brand as its Certified Corporate Distributor of Viseum Product Solutions for **NNNN**.

and,

D. VIL is the proprietor of the unique, Viseum Product Solutions and Safe City technology designs, including the Viseum iVOS Software Technology Services and Viseum Intelligent Moving Camera (“Viseum IMC”) and associated granted international patents filed in European and U.S. and patent applications (the “Patents”).

Each name above A, B, C and D will be generically referred as the Party or Parties. The company’s referred to above B, C and D are hereinafter referred jointly as “the Supply Partners”.

IT IS AGREED AS FOLLOWS

The Supply Partners are desirous of committing to setup local support infrastructure, as well as delivering, supporting and maintaining Viseum technology products for **NNNN** Safe Cities over the next 25 years, from this year 2017 up until 2037.

The Customer is desirous of appointing the Supply Partners to setup local support infrastructure, as well as deliver, support and maintain Viseum technology products for **NNNN** Safe Cities over the next 25 years, from this year 2017 up until 2037. For this the Customer is committing to procure from the Supply partners Viseum Product Solutions to include Viseum Training and Support Services over the next 25 years from this year 2017 up until 2037.

The parties have developed this agreement to enter into in good faith and this Agreements commitment is associated to the following conditions;

1. Good Faith and Fair Dealing

- 1.1. In carrying out their obligations under this contract the parties will act in accordance with good faith and fair dealing.
- 1.2. The provisions of this contract, as well as any statements made by the parties in connection with this distributorship relationship, shall be made and interpreted in good faith

2. Confidential Information

- 2.1. Each party agrees not to disclose to third parties any Confidential Information (as defined hereunder Article 2.2) disclosed to him by the other party in the context of this contract.
- 2.2. Confidential Information means information which has been supplied to the other party with a statement that it is confidential, provided such information is not in the public domain.

3. Supply Partners Obligations

In consideration of the **NNNN** obligations under this contract, the Supply Partners obligations will include but not be limited to the following;

- 3.1. Deliver the Programme as detailed in Appendix A - Viseum Safe City Programme (First 5 years).
- 3.2. Commit to the setting up of support infrastructure in **NNNN** as detailed in Schedule 1 and have an agreed sufficient amounts of it already delivered within the first 5 years.

4. **NNNN** Obligations

In consideration of the Supply Partners obligations under this contract, the **NNNN** obligations will include;

- 4.1. Participate in the Programme as detailed Appendix A - Viseum Safe City Programme (First 5 years).
- 4.2. Commit to minimum purchases of Viseum hardware, software and support services as agreed in Schedule 2;

5. Joint Obligations

- 5.1. Establish suitable services levels for project installation, maintenance and support.
- 5.2. Establish Data Protection compliance for **NNNN** based upon Appendix B - Legal Compliance of CCTV Systems for Data Protection.

6. Term of Agreement

- 6.1. The Term of this Licence Agreement shall be 25 years from the Effective Date, subject to the provisions of this agreement.
- 6.2. This Agreement shall be reviewable according to Schedule 2 of this Agreement.

7. Early Termination of the Agreement

7.1. Termination With Cause

- 7.1.1. If either Party materially breaches this Licence Agreement, and such breach is remediable, the other Party may give 30 days' notice of "termination with cause" and at the end of the 30 day period, if the breaching Party has not remedied the breach, may terminate the agreement forthwith.
- 7.1.2. If either Party materially breaches this Licence Agreement and such breach is irremediable, the other Party may give notice of "termination with cause" forthwith.
- 7.1.3. Any delay in the performance of the undertakings in this Licence Agreement, or in the remedying of any remediable breach, caused by events beyond the control of either Party or both, and falling within the general category of "force majeure", shall not, so long as the Party or Parties concerned make all reasonable effort to mitigate the delay, be accounted a period of breach.
- 7.1.4. Following termination with cause as defined in this clause the terminating Party may seek all normal remedies for breach of contract.
- 7.1.5. The Parties recognize that certain irremediable breaches by the Parties could cause irremediable harm to the remaining Parties, and that in the event of such a breach occurring, or appearing to the remaining Parties in good faith to be about to occur, each or all of the remaining Parties reserves the right to seek immediate injunctive relief for which the breaching Party will indemnify and keep indemnified the remaining Parties from and against all actions, claims, demands, liabilities, losses, damage, costs, charges and expenses (including but not limited to legal and other professional costs and expenses).

7.2. Termination Without Cause

- 7.2.1. Neither Party has the right under this Agreement to terminate the Agreement early without cause. Should either Party or both wish to terminate the Agreement early, the Parties shall seek to agree on arrangements which, having due regard to each Party's circumstances and reasonable expectations at that time, would form an equitable basis for such termination.
- 7.2.2. In the event that the Parties are unable to agree an equitable basis for termination without cause, this Agreement shall continue in full currency and effect until its Term, and if during the remainder of the Term either Party fails to honour the Agreement, this shall constitute grounds for the other Party to seek Termination with Cause under the terms of clause 14.

8. Waiver

- 8.1. To the extent allowed by applicable law the Supply Partners make no warranty of satisfactory quality, fitness for a particular purpose in respect of the Viseum Product Solutions.
- 8.2. No exercise or failure to exercise or delay in exercising any right, power or remedy by either Party will constitute a waiver by that Party of any other right, power or remedy.
- 8.3. Any waiver of a breach of, or default under, any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.
- 8.4. Save as expressly provided in this Agreement the rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

9. Notices

- 9.1. Any notice, demand or communication in connection with this Agreement shall be given in writing and may be delivered by hand, by pre-paid First Class post, or by Special Delivery post (but not by e-mail or facsimile) addressed to the recipient at its address stated below (or such alternative address as it may notify in writing from time to time) and shall be marked for the attention of the Director by name.

NNNN	XXXX
NAME TITLE NNNNN [insert address]	NAME TITLE NNNNN [insert address]
YYYY	Viseum International Ltd
NAME TITLE NNNNN [insert address]	Director Stuart Thompson Turnberry House, 1404-1410 High Road, Whetstone, London. N20 9BH United Kingdom

- 9.2. If delivered by hand, any notice, demand or communication shall be deemed to have been duly served when left at the proper address for service, provided that, where such delivery occurs either after 4.00 p.m. on a Business Day, or on a day other than a Business Day, service shall be deemed to occur at 9.00 a.m. on the next following Business Day.
- 9.3. If delivered by prepaid first class post with proof of posting or Special Delivery post, any notice, demand or communication shall be deemed to have been duly served two Business Days after being posted.

For the avoidance of doubt, in connection with any proceedings to which the Civil Procedure Rules apply the provision of Civil Procedure Rule 6 must be complied with in respect of the service of documents.

10. Invalidity

- 10.1. If at any time any clause or part of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect under any valid law of jurisdiction:
- 10.1.1. that finding shall not affect any other provisions of this Agreement which shall remain in full force and effect except where this would deprive one of the Parties of a substantial part of the benefit intended to be derived from this Agreement without any corresponding additional compensatory benefit;
 - 10.1.2. the Parties shall in good faith amend and, if necessary, novate this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision so that the amended clause complies with the laws of that jurisdiction; and
 - 10.1.3. if the Parties cannot agree upon the terms of any amendment or novation within 6 months of the date upon which a clause was determined to be wholly or partly illegal, invalid or unenforceable by any court, tribunal or administrative body then the Parties agree to refer the terms of the amendment or novation back to the court, tribunal or administrative body that originally found the provision to be illegal, invalid or unenforceable. The Parties agree that the court's, tribunal's or administrative body's decision in this respect shall be final and binding.

11. Entire Agreement

- 11.1. This Agreement contains all the terms and refers to all the documents which the Parties have agreed in relation to the subject matter of this Agreement and supersedes any prior written or oral agreements, representations or understandings between the Parties relating to such subject matter EXCEPT ONLY that if the Parties have previously entered into any confidentiality or non-disclosure agreement this shall continue in force in accordance with its terms. Neither Party to this Agreement has been induced to enter into this Agreement or any of those documents by a statement or promise which they do not contain, save that this clause shall not exclude any liability which one Party would otherwise have to the other Party in respect of any statement made fraudulently by that Party.

12. Force Majeure

- 12.1. Neither Party will be responsible for delays in or failure of performance due to causes beyond its reasonable control or contemplation including, without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, an act of terrorism and national emergencies and the Party so delayed will be entitled to a reasonable extension of time for performing such obligations.

13. Disputes

13.1. In the event of any dispute in respect of this Agreement each Party shall nominate a representative to consider and resolve said dispute. Where the nominated representatives are unable to resolve the dispute, the parties agree to submit the matter to settlement proceedings under the ICC ADR Rules. If the dispute has not been settled within 45 days following the filing of a Request of ADR or within such other period as the parties may agree in writing, the parties will have recourse to the means of resolution of disputes set out in Article 13.2 hereunder.

13.2. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

14. Variation

14.1. No variation of this Agreement shall be valid unless in writing and signed by duly authorised representatives of both Parties.

15. Right to Assign

15.1. **XXXX, YYYY** and the **NNNN** may not assign the benefit (including any present, future or contingent interest or right to any sums or damages payable by either Party under or in connection with this Agreement) or delegate the burden of this Agreement or otherwise mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement to any third party without the prior written consent from VIL, VIL reserves the right, at any time, to transfer all or part of its business to another company and if appropriate to assign its rights and responsibilities under this Agreement to that company.

16. Applicable Law

16.1. Any questions relating to this contract which are not expressly or implicitly settled by the provisions contained in this contract shall be governed, in the following order:

- (a) by the principles of law generally recognised in international trade as applicable to international distributorship contracts,
- (b) by the relevant trade usages, and
- (c) by the UNIDROIT Principles of International Commercial Contracts,

with the exclusion – subject to Article 16.2. Hereunder – of national laws.

16.2. In any event consideration shall be given to mandatory provisions of the law of the country where the Distributor is established which would be applicable even if the contract is governed by a foreign law. Any such provisions will be taken into account to the extent that they embody principles which are universally recognized and provided their application appears reasonable in the context of international trade.

16.3. Unless otherwise agreed in writing, the sale contracts concluded between the parties within this Agreement will be governed by the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980, hereafter referred to as CISG), and to the extent that such questions are not covered by CISG, by reference to the rules and principles of law generally recognized in international trade as applicable to international contracts of sale.

Schedules

The following Schedules form an integral part of this Agreement:

Schedule 1 – Committed support in infrastructure in **NNNN** Clause 1.1

- 1.1. Technical support offices will be setup and staffed with suitable technical and administrative professionals. This office will include but not be limited to the following;
 - 1.1.1. Project design and delivery logistics.
 - 1.1.2. Technical support.
 - 1.1.3. End user operational support.
 - 1.1.4. Pre and post-sales support.
 - 1.1.5. Security system penetration tests, Q&A and H&S monitoring.
 - 1.1.6. Systems integration packages;
 - 1.1.6.1. ACMS, IDS, Traffic management etc.
 - 1.1.6.2. In country command & control to manage real time monitoring and response.
 - 1.1.7. Stock and spares; a suitable level of Viseum Product Solutions will be stocked to;
 - 1.1.7.1. Optimise project delivery.
 - 1.1.7.2. Optimise replacements for warranty and repairs.
- 1.2. An academy for technology departments and innovation training. This will include but not be limited to the following;
 - 1.1.8. Technology;
 - 1.1.8.1. End User Operational Training.
 - 1.1.8.2. Systems Administrator.
 - 1.1.8.3. Installation and Maintenance.
 - 1.1.8.4. Commissioning Expert.
 - 1.1.8.5. Viseum Certified Corporate Distributor.
 - 1.1.9. Database Management;
 - 1.1.9.1. Population growth of input data.
 - 1.1.9.2. 3rd party systems database integration e.g. parking, traffic violations, CSW.
 - 1.1.9.3. Operational and tactical use.

1.1.10. Crime Reduction Management;

- 1.1.10.1. Criminal activity and crime trends followed for profiling with associated map locations.
- 1.1.10.2. Follow crime trends matched to key performance indicators.
- 1.1.10.3. Optimising the performance of emergency processes and routine crime reduction initiatives.

1.1.11. Data protection laws and security auditing for compliance;

- 1.1.11.1. Optimise CCTV Compliance amongst all stakeholders of the CCTV system.
- 1.1.11.2. Assessment's to ensure compliance with laws and best-practices, to encouraging greater uses.

1.1.12. Citywide and Nationwide Deterrent Management

- 1.1.12.1. Publicity campaigns to cover results.
- 1.1.12.2. Publicity campaigns to cover public perception and privacy issues.

1.1.13. Operational Staff Employment Recommendations

- 1.1.13.1. A suitable level of resettlement apprenticeships will be made available and implemented. For example; **NNNN** service men.
- 1.1.13.2. Employment strategies to mitigate a large turnover of staff.
- 1.1.13.3. Dual/triple employment redundancy to avoid impact on critical services.
- 1.1.13.4. Employee's day-to-day improvements in routine and emergency operations logging to avoid the associated loss in knowledge and experience.

Schedule 2 – NNNN minimum purchases

\$20M In year 1.	\$50M In years 6 - 10.
\$50M In year 2.	\$50M in years 11 - 15.
\$50M In year 3.	\$50M in years 16 - 20.
\$30M In year 4.	\$50M in years 21 - 25.
\$10M In year 5.	

Appendices

The following Appendices form an integral part of this Agreement:

Appendix A - [Viseum Safe City Programme \(First 5 years\)](#).

Appendix B - [Legal Compliance of CCTV Systems for Data Protection](#).

Agreement Signees

Signed on behalf of

NNNN

Signature

Name

Position

Date 2018

Signed on behalf of

XXXX

Signature

Name

Position Director

Date 2018

Signed on behalf of

YYYY

Signature

Name

Position Director

Date 2018

Signed on behalf of

Viseum International Limited

Signature

Name Stuart Thompson

Position Director

Date 2018