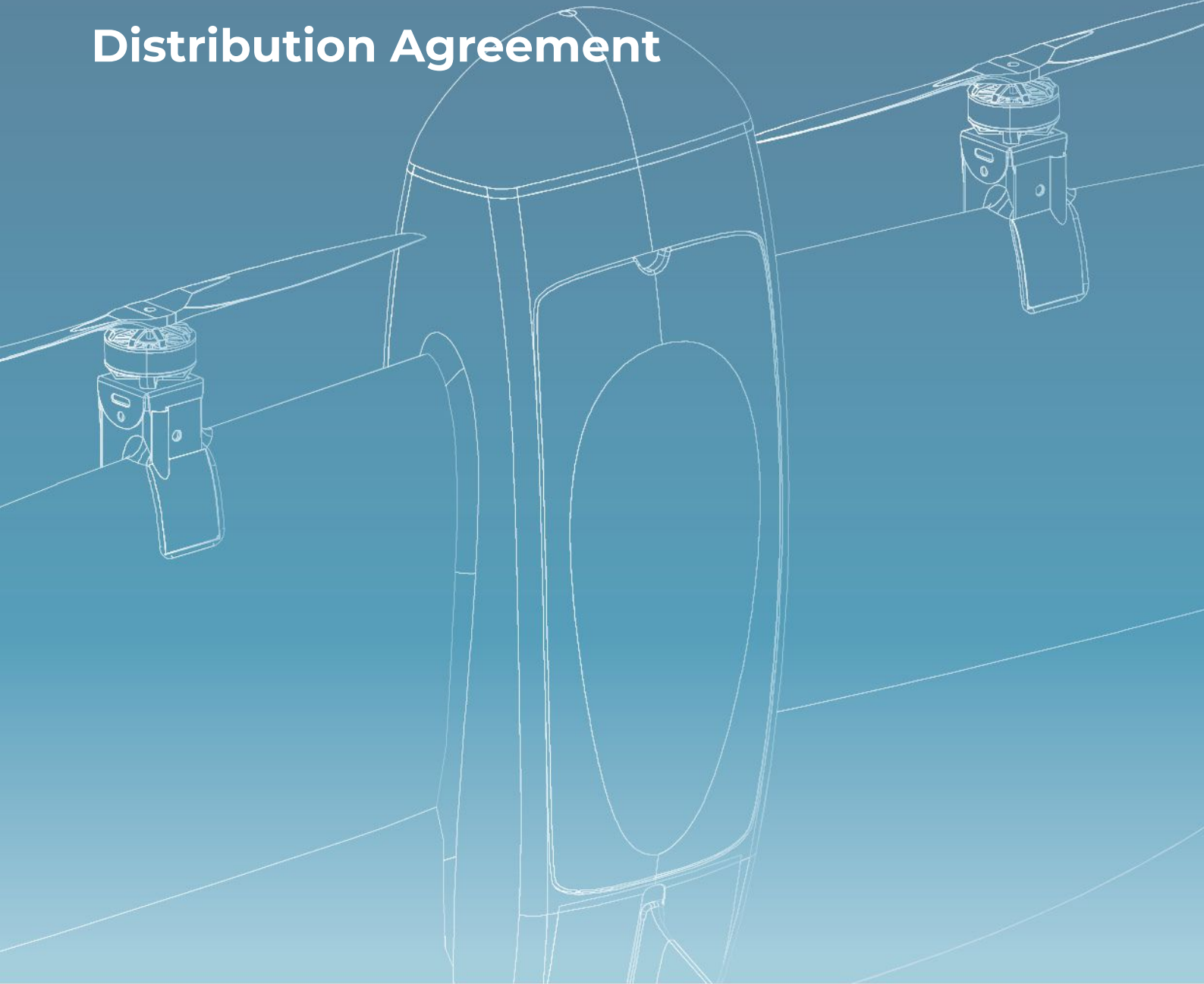


Distribution Agreement



**Prepared by
Terence Thiel
for SPRAVA INFORMACNICH
TECHNOLOGII MESTA PLZNE, p.o.**

**Feb 08, 2019
Wingtra DocID 1249
Company ID 762768361**

Distributorship Agreement

between

SPRAVA INFORMACNICH
TECHNOLOGII MESTA PLZNE, p.o.
represented by
Ludek Santora
Dominikanska 4, Czech Republic

"Distributor"

and

Wingtra AG (CHE-300.329.878)
represented by Terence Thiel
Giesshuebelstrasse 40, 8045 Zurich,
Switzerland

"Wingtra"

together called **"Parties"** concerning the distribution of Wingtra products.

PREAMBLE

- A. Wingtra develops, designs, produces, markets and sells rotor/fixed-wing hybrid unmanned aerial vehicles and related software solutions.
- B. Distributor is a company which sells products to Surveying industry and is active in the provision of services related to these products.

Based on the foregoing, the Parties hereby agree as follows:

Appointment

- 1 Wingtra hereby appoints the Distributor as Wingtra's non-exclusive, independent (acting in Distributor's own name and on its own account), authorized distributor in the area set forth in Exhibit 1 (The Territory & Industry) for the sale of Products as defined and as set forth in the Exhibit 2 (Products and Discounts) under the terms and conditions set forth in this agreement.
- 2 The Distributor accepts the appointment and commits itself to promote and sell the Products in the Territory to its best effort.
- 3 The Distributor shall not, without the prior written approval of Wingtra, appoint sub-distributors. The Distributor warrants that each sub-distributor, if any, will fulfil the terms and conditions of this Agreement. The Distributor will ensure proper performance of this Agreement by each sub-distributor, if any.

Sales and Sales Targets

- 4 Sales targets are fixed together by Wingtra and the distributor, at the start of each calendar year and reviewed quarterly. Distributor shall inform Wingtra of market changes, competition, legal or/and other factors that impact sales into the Territory on a regular base.
- 5 The Distributor shall undertake its best efforts and carry out any reasonable measure, at its own cost, to sell Wingtra's Products. All costs arising out of the activities of the Distributor in the Territory shall be solely borne by the Distributor.
- 6 The Distributor will make available competent and trained sales staff as well as technical and support service staff to fulfill its obligations under this Agreement. Distributor's sales, technical and support

service staff shall participate in trainings and meetings organized by Wingtra upon mutual agreement of both Parties.

- 7 The Distributor shall ensure that its customers, e.g. the End-User, are supplied with adequate information to ensure the safe use and handling of the Products. Such information are provided to the Distributor from time to time and are available on Wingtra's website.
- 8 The Distributor is allowed to sell Products only in the area and industry set forth in Exhibit 1 (The Territory & Industry). Sales to customers outside the Territory or Industry need prior written authorization from Wingtra.
- 9 Wingtra reserves the right to directly or indirectly distribute Products into the Territory and may permit agents, distributors, resellers or other authorized third parties to market and distribute Products into the Territory without payment of commission or any other sum to Distributor.
- 10 Distributor is not allowed to sell to military customers or intelligence service customer. Sales to police customers need prior written authorization from Wingtra.

Marketing

- 11 Wingtra will support Distributor with marketing material and make digitally available sales, marketing and support literature and/or templates in English to the Distributor. The Distributor shall submit any created promotional material to Wingtra for review and shall not distribute such promotional material without written consent by Wingtra.
- 12 The Distributor may not make any misleading marketing statements regarding the product or the relationship to Wingtra such as claiming distribution rights in Territories or Industries other than those specified in Exhibit 1 (The Territory & Industry) or advertising exclusive distribution rights, unless these have explicitly been agreed upon between the parties.
- 13 The Distributor will maintain a stock of Products as set in Exhibit 4 (Stock).
- 14 The Distributor is required to regularly report as reasonably requested by Wingtra the course of business related to Wingtra's Products including but not limited to conducted and planned marketing efforts.

Price and discounts

- 15 The purchase price of the Products payable by the Distributor shall be according to the price list and applicable discount codes as outlined in Exhibit 2 (Products and Discounts).
- 16 The Distributor receives goods and services of Wingtra based on Wingtra's resale price minus an agreed discount as described below. For the avoidance of doubt, the discount shall cover all costs arising out of the activities of the Distributor in the Territory, including costs directly linked to sales projects such as labour costs for sales efforts, installation, insurance, bridge financing, for customs clearance and for warehousing.
- 17 Wingtra offers pre-order discounts and volume discounts to the distributor as outlined in Exhibit 2 (Products and Discounts). Discounts from pre-orders and volume orders can be cumulated in a single order.
- 18 Wingtra may change Product prices and associated product discount codes anytime, without prior written notice to the Distributor. Wingtra will inform the Distributor through its updated Price list of any of such changes.
- 19 The Distributor may not advertise the Products below the list price (Minimum Advertised Price) according to Wingtra's price list.

Ordering, Payment and Delivery

- 20 Each order forwarded to and received by Wingtra shall constitute a binding offer for Wingtra for a period of 5 days. If the offer is accepted by Wingtra within the 5 days period, the order shall become definite. The delivery time for Products will be set forth in the confirmation of the order. Such delivery time constitutes a general estimation and Wingtra is not liable in case this estimated delivery time cannot be observed. Should any shortage in delivery of Products occur, Wingtra will inform Distributor thereof.
- 21 Payments are made to be upfront and Wingtra does not ship any Products unless payment is received. All payments shall be made without deduction and in USD or EUR or CHF as specified on the relevant invoice except otherwise determined.
- 22 Volume orders placed by the Distributor have to be paid in full and upfront at order to enable volume discount according to Exhibit 2 (Products and Discounts). The Distributor may then choose to
- a. release the shipment as soon as Wingtra receives payment or
 - b. release the shipments any time over a time period of eleven (11) months after the order date in batches of at least one (1) WingtraOne Package.

Given option b) and given that Wingtra releases updated WingtraOne Packages during such an eleven (11) month period, then WingtraOne Packages from said volume order may be replaced with updated WingtraOne Packages, if the respective shipment has not yet been released. Any price differences between the Packages has to be paid by the Distributor prior to shipping.

- 23 Pre-Orders are binding orders of any Wingtra UAV package with payment due prior to batch release. Product batches ordered as such have to be labeled as “pre-orders” on the initial form. Such pre-orders can be released at any time by the Distributor over a time period of eleven (11) months after the order date in batches of at least one (1) Wingtra UAV Package. Payment is due prior to release of a batch. The full volume of a pre-order has to be paid the latest eleven (11) months after the order date. Should Wingtra release updated Wingtra UAV Packages during such an eleven (11) month period, then Wingtra UAV Packages from said pre-order may be replaced with updated Wingtra UAV Packages, if the respective shipment has not yet been released. Any price differences between the Packages has to be paid by the Distributor prior to shipping.
- 24 If not otherwise agreed, the delivery takes place under FCA (Free Carrier) Zurich, Incoterms 2010.
- 25 All charges for packing, carriage cost, import duties and transit insurance relating to the Products shall be borne and paid by the Distributor.
- 26 For international business compliance and audit purposes, Wingtra reserves the right to request customer purchase orders for a period of 5 years after delivering the order.
- 27 For the Agreement to be valid, the Distributor has to place an initial order according to Exhibit 5.

Product Changes and Software

- 28 Wingtra may make changes in the Products or substitute Products with suitable products of later design. Wingtra may delete Products or add products to the Product List (as attached in Exhibit 2) with notice to Distributor.
- 29 Wingtra may discontinue the supply of any Products at any time and cancel any offers for orders received, but not yet approved by Wingtra, for those discontinued Products. Wingtra shall notify the

Distributor at least 30 days before that discontinuance or cancellation. Wingtra shall honor affected purchase orders accepted by Wingtra during the 30-day notice period.

- 30 Software included in any Product is licensed and not sold and is governed by the Wingtra Software End-User License Agreement (“EULA”). The Distributor is not a party to the EULA as long as he does not act as an End-User.

Support

- 31 The Distributor shall offer at its own cost first and second level support to its customers, which includes initial support level responsible for basic customer issues and system fault diagnosis regarding the Products. The Distributor shall inform Wingtra forthwith about any complaints of Distributor’s customers which cannot be fixed by Distributor, cooperate with Wingtra regarding received complaints and offer the required support.

Competitive Products

- 32 During the course of this Agreement the Distributor shall not directly or indirectly develop, manufacture, market, distribute or sell unmanned aerial vehicles which fall into the category of vertical take-off and landing planes, tailsitters, or so called hybrids or convertibles (i.e. fixed-wing systems able to take-off and land vertically) without Wingtra’s prior written consent.
- 33 The Distributor shall inform Wingtra in writing, of any competitive Products, particularly any unmanned aerial vehicles and drones, that he is currently selling or intends to sell in parallel to Wingtra products. In no circumstances such competitive products shall prevent Distributor to make its best feasible effort to promote and market the Products, to reach its sales targets and/or otherwise comply with its responsibilities under this agreement.

Local and International Laws and Regulations

- 34 The Distributor shall at its own cost comply with any laws or regulations in the Territory requiring the distribution and the sales of the Products.
- 35 The Distributor shall inform Wingtra immediately of any laws or regulations in the Territory that are likely to affect the supply of the Products or be of relevance to the safe handling of the Products or affect this Agreement in any other way.

Indemnification

- 36 The Distributor shall hold harmless and, if requested, defend Wingtra and its employees and directors at its own costs from and against any losses, damages, claims, liabilities, fines, expenses or costs in connection with or arising out of:
- a. the Distributors activities in violation of this Agreement,
 - b. any non-compliance by the distributor with laws or regulations in the Territory regulating the marketing, sale or distribution of the Products in the Territory.

Trademarks and Intellectual Property

37 The Distributor may use Wingtra's Marks as shown in Exhibit 3 on a non-exclusive, non-transferable basis only during the course of this Agreement and only in connection with marketing, selling and distributing the Products and in a manner that clearly indicates that the Distributor is acting in its own name as an independent distributor. The Distributor shall not use any of Wingtra's Marks as part of its corporate name or trade name or any domain name without prior written consent by Wingtra.

38 If the Distributor markets Products in a Territory the Products have not been marketed before, the Distributor will cooperate in the registration and maintenance of trademark rights of Wingtra's Marks at Wingtra's request and expense. The Distributor will under no circumstances apply for registration of any trade or service mark in respect of the Marks or any part of them or colorable imitations of the same incl. chinese translation during the Term and after the termination of this Agreement.

39 The Distributor agrees

- a. to take all measures, and render all possible assistance to Wingtra to protect the Product from infringement, misappropriation, unauthorized use;
- b. not to use or help any Third Party to use the Software as a separate and individualized product, except in the scope and use of the License, see Clause 31;
- c. not to rent, lease, distribute, sell or create derivative works of the Product incl. the Software;
- d. except as expressly authorized in this Agreement, not to modify, decompile, disassemble, perform any other form of reverse engineering on, all or any portion of the Software, or otherwise attempt to derive the source code of the Software or any underlying algorithms, or any other ideas embodied in the Software, or alter the Software in any other way;
- e. not to remove, adapt or modify any intellectual property rights, incl. copyright, design, confidential and/or proprietary markings, legends or restrictions which are in the Product (incl. the Software) originally supplied to the Distributor.

40 Infringement

- a. To the extent that the Distributor becomes aware of any actual or possible infringement, misappropriation, unauthorized use or public disclosure by a Third Party of the Product (incl. Software), the Distributor shall immediately notify Wingtra of such infringement, misappropriation, unauthorized use or public disclosure and provide Wingtra with all available evidence of such infringement, misappropriation, unauthorized use or public disclosure.
- b. Wingtra shall have the right, but not the obligation, to commence, prosecute and settle or otherwise compromise any claims, demands, actions, suits or other proceeding involving or against any Third Party believed to have infringed or misappropriated the Product (incl. Software).
- c. The Distributor shall cooperate with Wingtra in such action as Wingtra may, at its sole discretion, deem appropriate to stop such conduct and recover damages in respect thereof. It is expressly understood and agreed that any expense incurred (with Wingtra's prior approval) in such action, and any sums recovered, shall be for the account of Wingtra.

41 Wingtra shall have the right, but not the obligation, to control the defense of any claims, demands, actions, suits or other proceedings made by a Third Party against the Distributor arising out of or connected with the Product, including the right to control the settlement or compromise of any claim.

42 Any inventions made by the Distributor related to the Products and any intellectual property relating hereto shall be owned solely by Wingtra. If the Distributor makes such inventions, Wingtra shall be informed and all rights related to the invention shall be transferred to Wingtra. Wingtra will grant to

the Distributor a non-exclusive, royalty-free, non-transferable, non-sub-licensable license to such inventions made by the Distributor for uses other than in the Products.

Confidentiality

- 43 The Distributor shall not disclose to third parties any confidential information of Wingtra obtained by the Distributor in written, electronic, oral or any other form during the course of this Agreement and up to five years after its termination or expiration. Confidential information includes but is not limited to: this Agreement, any document marked with the words "confidential" or "vertraulich", sales targets, marketing plans, customer data, patents and any design data, blueprints, servicing data, source code, structure of individual programs, algorithms, methods, and development plans in relation to the Products.
- 44 The Distributor is not allowed to register any intellectual property rights in relation to confidential information disclosed by Wingtra.
- 45 The Distributor shall ensure the safe keeping of the confidential information and shall destroy any such information upon request by Wingtra or upon termination or expiration of this Agreement or upon not being needed anymore by the Distributor to achieve the goals previously agreed on by the Parties.

Term and Termination

- 46 This Agreement shall become effective with its signing by both parties and the placing of an initial order by the Distributor according to Exhibit 5.
- 47 The Agreement can be terminated by either Party effective at the end of each calendar year, with a prior 3 months written notice period.
- 48 Any termination of this Agreement needs to be in written form to be valid.

Extraordinary Termination

- 49 Notwithstanding the previous section, this Agreement may be terminated by registered letter forthwith by either Party:
- a. immediately if the other Party hereto shall go into liquidation, or shall be declared bankrupt or shall compound with its creditors generally, or if a receiver or judicial manager shall be appointed over the whole or a substantial part of the assets of the other Party;
 - b. if the other Party hereto shall commit any material or substantial breach of any of its obligations hereunder and/or any of the provisions of this Agreement, or suffer any default to occur hereunder and shall fail within 15 days of being notified thereof in writing to remedy such breach or default;
 - c. immediately upon the Distributor's merger, consolidation, sale of substantially all of the assets, dissolution or transfer of more than 50% of the voting interests;
 - d. if Distributor does not pay amounts owing to Supplier within 15 days after written notice by registered letter of such non-payment;
 - e. if Distributor fails to purchase the minimal annual target of Products for each year;
 - f. if Distributor has anyone appointed to its board or employs a person who has a material interest in a competitor of Wingtra.

Rights and Obligations upon Termination

- 50 Upon termination of this agreement Wingtra can, at its sole discretion, either buy back at originally incurred costs unsold stock from the Distributor or have the Distributor sell the unsold stock. Distributor will claim no indemnification to Wingtra for any unsold stock.
- 51 Upon the termination of this Agreement neither Distributor nor any party, in which it has an interest shall use or permit to be used the Trademarks, trade names, denominations, label or designs of the Products or any similar trademark, denomination, labels, designs or package presentation.
- 52 No indemnity whatsoever shall be due to Termination of this Agreement by either Party to the other. In particular, neither Party shall be entitled to compensation, reimbursement or damage on account of the loss of prospective profits on anticipated sales or on account of marketing investments in connection with the business or goodwill of Wingtra or Distributor.
- 53 Immediately upon notice being given by either Party of its intention to terminate the Agreement, Wingtra may, at its discretion, refuse to accept or complete orders placed by Distributor.
- 54 Upon the expiration or termination of this Agreement Distributor shall forthwith return all documents and other properties supplied by Supplier, including but not limited to promotional, sales and other like material as well as documents like product registration, trade listings etc., and undertakes to transfer to Wingtra all rights acquired in connection with the Products.
- 55 For avoidance of doubt, Wingtra is allowed to contact the Distributor's customers in relation to any deliveries after Termination.

Liability

- 56 Unless expressly provided otherwise, Wingtra is only liable for damages which were caused with unlawful intent or by gross negligence. Any liability for auxiliary persons (employees or representatives) of Wingtra is hereby excluded.
- 57 To the extent possible under applicable laws, in no event shall Wingtra be liable to Distributor for:
- a. loss of profit, business, revenue, goodwill or anticipated savings; and/or
 - b. any other indirect or consequential loss or damage.

Closing provisions

- 58 The Distributor acknowledges that it operates its independently established business that is separate from Wingtra and agrees, that the Distributor shall be considered an independent contractor with respect to Wingtra.
- 59 IF NOT STATED OTHERWISE IN THE HARDWARE WARRANTY (wingtra.com/warranty), WINGTRA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS DESCRIBED HEREIN, INCLUDING ANY WITH RESPECT TO ITS CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL WINGTRA BE LIABLE TO THE DISTRIBUTOR OR TO ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWEVER ARISING INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST REVENUE OR PUNITIVE DAMAGES BY REASON OF ANY ACT OR OMISSION OF WINGTRA IN ITS PERFORMANCE UNDER THIS AGREEMENT OR IN RELATION TO THE PRODUCTS DESCRIBED HEREIN. THE DISTRIBUTOR SHALL MAKE NO WARRANTIES RELATING TO THE PRODUCTS DESCRIBED HEREIN EXCEPT AS EXPRESSLY PERMITTED BY WINGTRA.

- 60 Any modification to this Agreement needs to be in written form and duly executed by authorized representatives of both parties.
- 61 In case any term or condition of this Agreement is judged to be ineffective or invalid the remaining terms and conditions of this Agreement shall not be affected in any way.
- 62 This Agreement will be issued in two originals, one for each Party.

Applicable Law and Jurisdiction

- 63 This Agreement and all of the Parties' claims connected with or arising out of this Agreement shall be exclusively be governed by Swiss law to the exclusion of the United Nations Convention on International Sale of Goods (CISG).
- 64 The Parties submit to the exclusive jurisdiction of the Court of Zurich, venue Zurich 1 (Canton of Zurich), Switzerland.

Signatures

Signed on behalf of Wingtra AG

Signature

Terence Thiel

Name

Terence Thiel

Position

Sales Manager

Date

02/08/2019

Signature

B. Weibel

Name

Basil Weibel

Position

CRO

Date

02/08/2019

Signed on behalf of SPRAVA INFORMACNICH TECHNOLOGII MESTA PLZNE, p.o.

Signature

Ludek Santora

Name

Ludek Santora

Position

CEO

Date

02/08/2019

Exhibit 1 (The Territory & Industry)

Distributor is authorized to sell products to customers in the following territory:
Czech Republic

Distributor is authorized to sell products to customers from the following industry:
Surveying industry

Exhibit 2 (Products and Discounts)

Wingtra grants the Distributor rights to resell the following products (together the "Products") according to its price list:

- Wingtra UAV packages
- Wingtra UAV Packages and Post-processing
- Upgrades
- Accessories
- Replacement parts

Wingtra reserves the right to change, discontinue or replace any products or/and part of the product or its packages at any time. Wingtra will notify distributor through its updated price list.

Wingtra grants the distributor following discount on its products:

Discount Code (depending product, see price list)	Product Discount
A (Wingtra UAV Packages)	25%
B	24%
C	22%
D	20%
E	15%
F	12%
G (Demo units, not for sale during 12 months)	40%

Additional Volume and/or pre-order discounts may apply to multiple Wingtra UAV packages ordered through a single purchase order according to the current Wingtra volume discounts.

Wingtra reserves the right to change, discontinue or replace any volume and/or pre-order discounts at any time. Wingtra will notify distributor through its updated list of volume discounts.

Exhibit 3 (Trademarks)

Word and figurative Mark:



Logo:



Exhibit 4 (Stock)

The distributor is recommended but not required to maintain adequate stock of the Products.

Exhibit 5 (Initial Order)

Attached and signed separately

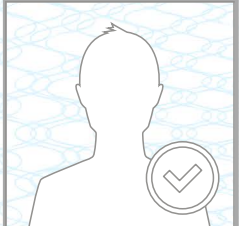
Signature Certificate

Document Ref.: D9SAT-LW4US-VAGAN-MJVAY

Document signed by:

	<p>Ludek Santora E-mail: santora@plzen.eu Signed via link</p> <p>IP: 185.153.193.107 Date: 08 Feb 2019 10:12:09 UTC</p>	<p><i>Ludek Sautora</i></p> 
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	<p>Terence Thiel Verified E-mail: terence.thiel@wingtra.com</p> <p>IP: 109.164.242.197 Date: 08 Feb 2019 12:48:37 UTC</p>	<p><i>Terence Thiel</i></p> 
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	<p>Basil Weibel Verified E-mail: basil.weibel@wingtra.com</p> <p>IP: 109.164.242.197 Date: 08 Feb 2019 16:23:19 UTC</p>	<p><i>B. Weibel</i></p> 
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Document completed by all parties on:
08 Feb 2019 16:23:19 UTC

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Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.

