

Distributor Agreement

(for use only in EMEA)

Honeywell:	Honeywell International Inc., acting by and through its Honeywell Process Solutions Business Unit (" Honeywell ") 2101 City West Blvd., Houston, TX 77042	Honeywell Contact:	David Pollock Title: Sr Sales Representative Phone: +44 07880 445064 Facsimile: - Email Address: David.Pollock@Honeywell.com
Distributor:	Fluidic Ltd. (" Distributor ") 7 Drumhead Place, Glasgow, G32 8EY United Kingdom.	Distributor Contact:	Steven Biggs Title: Managing Director Phone: +44 141 641 5920 Facsimile: - Email Address: steven.biggs@fluidic-ltd.co.uk
Party/Parties	" Parties " means Honeywell and Distributor and " Party " means either of them individually.		
Term	This Agreement begins on the date it is signed by Honeywell's authorized representative (" Effective Date ") and remains in effect until 28 January 2023 inclusive, (" Term "), unless terminated earlier under the provisions of this Agreement.		
Products	" Products " means: the products, services, Software and Connected Solutions (as defined herein) listed in Rider A. <u>Note:</u> Rider A may include Products supplied by Honeywell or by an affiliate of Honeywell.		
Territory	" Geographic Area " means: United Kingdom. " Market Segment " means: Chemicals, Food & Bev, Manufacturing, Oil & Gas, Pharma, Power, P&P, Refining, Water & Waste.		
Policies	" Policy " or " Policies " means those policies established by Honeywell from time to time with respect to sale and distribution of the Products pursuant to this Distributor Agreement as described in the Honeywell Channel Program documentation available on Honeywell's channel web portal, unless otherwise noted in Rider A.		

This Distributor Agreement ("Agreement") between Honeywell and Distributor states the terms and conditions under which Honeywell may provide or license Products to Distributor and Distributor may obtain Products from Honeywell for distribution within the Territory. The Parties, intending to be legally bound, agree as follows:

1. Appointment of Distributor

- 1.1 Honeywell agrees to sell to Distributor, on a non-exclusive basis, the Products for distribution in the Territory for the account and at the risk of Distributor. Distributor agrees to purchase Products during the Term and upon the terms and conditions in this Agreement.
- 1.2 Distributor must only act as a distributor and not as a sales representative or agent of Honeywell and no commissions will be payable to Distributor under this Agreement.
- 1.3 Honeywell reserves the right: (a) to appoint others in the Territory to market, sell, license, install, commission, and service the Products in the Territory, and (b) to market, sell, license, install, commission, and service the Products directly to customers in the Territory.
- 1.4 Except to the extent otherwise noted in Rider A, Distributor must not act in the Territory as a distributor or sales

representative for any selection of products that is the same or similar to a substantial selection of the Products. This obligation is binding upon Distributor for five (5) years from the Effective Date.

- 1.5 Distributor expressly agrees that this Agreement does not constitute a commercial agency under the applicable laws in the Territory. Distributor must not seek to register this Agreement, or the arrangement evidenced by this Agreement, with any governmental or regulatory entity, authority, or municipality.
- 1.6 The provision of Products by Distributor to Distributor's customer is under the terms and conditions of an agreement between Distributor and Distributor's customer. Honeywell is not a party to that agreement.