

U.S. Department of Justice
 Washington, DC 20530

**Exhibit A to Registration Statement
 Pursuant to the Foreign Agents Registration Act of
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Mr. Gary Steven Connor	2. Registration Number 7445
---	--------------------------------

3. Primary Address of Registrant
 126 S BROOK PL, MADISON, AL 35758

4. Name of Foreign Principal Kongsberg Geopatial	5. Address of Foreign Principal 400-411 Legget Drive Ottawa, Ontario CANADA K2K 3C9
---	--

6. Country/Region Represented
 CANADA

7. Indicate whether the foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) _____
- Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
- b) Name and title of official(s) with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Provides command & control, display and visualization capabilities for commercial, Federal and Defense systems/applications

b) Is this foreign principal:

- | | | |
|---|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix for Response

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
08/16/2024	Gary S. Connor	<input type="text" value="Sign"/> /s/Gary S. Connor
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

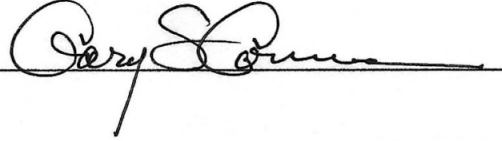
Date

Printed Name

Signature

16 AUG 2024

GARY S. CONNOR



Appendix Response to Item 11

Item 11: Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Owned: Government of Norway has a 51% stake in Kongsberg Gruppen, the parent company to Kongsberg Geospatial

Item 10(b) Controlled: Government of Norway has a 51% share in Kongsberg Gruppen, the parent company of Kongsberg Geospatial (a subsidiary)

Item 10(b) Financed: Government of Norway has a 51% share in Kongsberg Gruppen, the parent company of Kongsberg Geospatial (a subsidiary)

Item 10(b) Subsidized: Government of Norway has a 51% share in Kongsberg Gruppen, the parent company of Kongsberg Geospatial (a subsidiary)

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Mr. Gary Steven Connor

2. Registration Number

7445

3. Name of Foreign Principal

Kongsberg Geopatial

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 02/24/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Serve as a Market Representative within the US for Kongsberg Geospatial's products/capabilities. Representations would be made to either US companies or USG organizations who require those products/capabilities, with the objective of garnering sales/integrations of said products/capabilities.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Serve as a Market Representative within the US for Kongsberg Geospatial's products/capabilities. Representations would be made to either US companies or USG organizations who require those products/capabilities, with the objective of garnering sales/integrations of said products/capabilities.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

See Appendix for Response

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
			No Political Activity Contacts to Report

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
06/01/2024- 06/30/2024	Kongsberg Geospatial	Consulting Services	\$ 250.00

\$ 250.00

Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
------	-----------	---------	-----------------------

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
08/16/2024	Gary S. Connor	Sign /s/Gary S. Connor
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

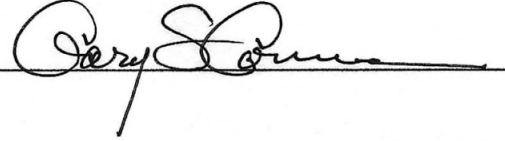
Date

Printed Name

Signature

16 AUG 2024

GARY S. CONNOR



Appendix Response to Item 11-Desc

Item 11-Desc: Prior to the date of registration for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal? If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials. Set forth below a general description of the registrant's activities, including political activities.

Serve as a Market Representative within the US for Kongsberg Geospatial's products/capabilities. Representations would be made to either US companies or USF organizations who require those products/capabilities, with the objective of garnering sales/integrations of said products/capabilities.

NO POLITICAL, LOBBYING, OR OTHER SUCH INFLUENCE ACTIVITIES WERE OR HAVE BEEN UNDERTAKEN.

MARKET REPRESENTATIVE AGREEMENT

between

Kongsberg Geospatial Ltd.

and

CONNOR GROUP LLC

Commercial in Confidence

TABLE OF CONTENTS

1. PREAMBLE 1

2. SPECIAL PROVISIONS 2

 2.1. APPOINTMENT 2

 2.2. REPRESENTATIVE'S OBLIGATIONS 2

 2.3. CONFLICT OF INTEREST 3

 2.4. KONGSBERG GEOSPATIAL'S OBLIGATIONS 4

 2.5. SPECIAL MARKETING SUPPORT 4

3. COMPENSATION 4

 3.1. GENERAL 4

 3.2. COMPENSATION ADJUSTMENT 5

 3.3. COMPENSATION LIMITATIONS 5

4. GENERAL PROVISIONS 5

 4.1. TRAVEL EXPENSES 5

 4.2. REPORTING 5

 4.3. CONFIDENTIALITY 5

 4.4. INTELLECTUAL PROPERTY 7

 4.5. INDEMNITY 7

 4.6. LIMITATION OF LIABILITY 7

 4.7. NOTICES 8

 4.8. SEVERABILITY 8

 4.9. FORCE MAJEURE 8

 4.10. CUSTOMER CONTRACT PROVISION 8

 4.11. APPLICABLE LAW 9

 4.12. DISPUTES 9

 4.13. ASSIGNMENT 9

 4.14. COMPLIANCE 9

5. TERM AND TERMINATION 10

 5.1. TERM 10

 5.2. GENERAL TERMINATION CONDITIONS 10

 5.3. TERMINATION FOR CONVENIENCE 10

 5.4. TERMINATION FOR DEFAULT 10

6. GENERAL 11

 6.1. AMENDMENT 11

 6.2. DESCRIPTIVE HEADINGS: INTERPRETATION 11

 6.3. NO THIRD PARTY BENEFICIARIES 11

 6.4. COUNTERPARTS 11

 6.5. ELECTRONIC DELIVERY 11

7. ENTIRE AGREEMENT 12

EXHIBIT I: PRODUCTS, COMPENSATION, AND PAYMENT 13

EXHIBIT II: REPRESENTATION 14

EXHIBIT III: ABSTRACT FROM THE U.S. FOREIGN CORRUPT PRACTICES ACT 15

EXHIBIT IV: ABSTRACT FROM THE UK BRIBERY ACT 2010 17

EXHIBIT V: KONGSBERG'S CORPORATE CODE OF ETHICS 18

1. PREAMBLE

This Agreement is entered into by and between

Kongsberg Geospatial Ltd.

hereinafter referred to as "KONGSBERG GEOSPATIAL", a corporation duly organized, registered and existing under the laws of Canada and with principal place of business at

400 – 411 Legget Drive
Ottawa, Ontario
Canada
K2K 3C9

and

CONNOR GROUP LLC

hereinafter referred to as "REPRESENTATIVE", a corporation duly organized, registered and existing under the laws of Alabama, USA and with principal place of business at

126 South Brook Place
Madison, Alabama
USA 35758

KONGSBERG GEOSPATIAL and REPRESENTATIVE are hereinafter collectively referred to as the "Parties" or in the singular form as a "Party".

WHEREAS, KONGSBERG GEOSPATIAL is interested in marketing and selling certain of its products and/or services in the Territory as defined in Article 2.1.

WHEREAS, REPRESENTATIVE possesses the professional expertise, experience and is familiar with the market and potential customers and possesses the necessary resources to assist KONGSBERG GEOSPATIAL in the potential markets in the Territory.

WHEREAS, KONGSBERG GEOSPATIAL desires to engage REPRESENTATIVE as its market representative, and REPRESENTATIVE desires to become KONGSBERG GEOSPATIAL's market representative.

NOW, THEREFORE, the Parties agree as follows:

2. SPECIAL PROVISIONS

2.1. *Appointment*

KONGSBERG GEOSPATIAL hereby appoints REPRESENTATIVE, who accepts such appointment, as its market representative for the products and/or services specified in Exhibit I hereto (hereinafter referred to as the "Products") for use by or on behalf of the US DoD (hereinafter referred to as the "Customer") in the United States of America (hereinafter referred to as the "Territory"). Sales from KONGSBERG GEOSPATIAL may be performed either directly to the Customer, or indirectly through a prime contractor or another third party inside or outside the Territory (such Customer, contractor or third party being referred to herein as "its customer").

2.2. *REPRESENTATIVE's Obligations*

As KONGSBERG GEOSPATIAL's market representative for the Products for use in the Territory, REPRESENTATIVE shall exert its best effort to promote the sale of the Products in the Territory with all professional skill and resources available.

REPRESENTATIVE shall provide the following services:

- Advise KONGSBERG GEOSPATIAL in connection with stimulating and developing good commercial relations that are beneficial to the promotion of KONGSBERG GEOSPATIAL's business in the Territory;
- Keep KONGSBERG GEOSPATIAL informed about market conditions and competition in the Territory;
- Identify new projects that may be of interest for KONGSBERG GEOSPATIAL to pursue;
- Advise KONGSBERG GEOSPATIAL of political, commercial and regulatory developments and trends in the Territory that may be of interest to KONGSBERG GEOSPATIAL;
- Advise KONGSBERG GEOSPATIAL of the status of projects and all contracts issued, and any requirement, which may assist KONGSBERG GEOSPATIAL in being awarded any such contract; and
- Provide written reports to KONGSBERG GEOSPATIAL with content and frequency specified in Exhibit I.

On KONGSBERG GEOSPATIAL's further instruction, REPRESENTATIVE shall also provide the following services relating to the Territory and/or the customers in the Territory:

- Advise KONGSBERG GEOSPATIAL on the negotiation of any contract;
- Advise KONGSBERG GEOSPATIAL on the negotiation of any claim and obtaining payment in connection with any contract;
- Assist KONGSBERG GEOSPATIAL in planning and execution of any local industrial cooperation agreements and/or sub-supplier agreements;
- Assist KONGSBERG GEOSPATIAL in obtaining import licenses and other required documents relative to Products to be delivered to its customers in the Territory;
- Assist KONGSBERG GEOSPATIAL in obtaining translation of documents or texts from English to the national language of the Territory or the other way around, either by own resources or externally; and

- Give KONGSBERG GEOSPATIAL such other assistance during the carrying out of any contract as KONGSBERG GEOSPATIAL may reasonably require.

REPRESENTATIVE shall make such filings and take such actions as may be required in the Territory to be legally qualified to perform REPRESENTATIVE's obligations contemplated by this Agreement.

Notwithstanding the confidentiality provisions in Article 4.3 or any similar confidentiality obligation undertaken by REPRESENTATIVE, REPRESENTATIVE shall, in its contact with representatives of the Customer under this Agreement, inform and be open about its engagement for KONGSBERG GEOSPATIAL.

REPRESENTATIVE shall maintain an adequate organization to promote sales and, where appropriate, after sales service, with all reasonable means and personnel. Engagement of any third parties for support or assistance to REPRESENTATIVE shall be coordinated with KONGSBERG GEOSPATIAL.

REPRESENTATIVE shall in performing the obligations under this Agreement not act as a partner or legal representative of KONGSBERG GEOSPATIAL for any purpose whatsoever and shall have no power or authority to incur or create any obligation or liability of any kind for or on behalf of KONGSBERG GEOSPATIAL.

REPRESENTATIVE shall not at any time enter into any contract with any person, firm or corporation that shall purport to bind KONGSBERG GEOSPATIAL in any manner whatsoever unless specific prior written authority is obtained from KONGSBERG GEOSPATIAL.

REPRESENTATIVE shall have no right, power or authority by virtue of this Agreement to accept summons or any legal process for or on behalf of KONGSBERG GEOSPATIAL.

REPRESENTATIVE shall not be entitled to receive or collect payment for KONGSBERG GEOSPATIAL from its customers or others, unless expressly authorized to do so by KONGSBERG GEOSPATIAL in writing, and when so authorized, REPRESENTATIVE must transmit the funds to KONGSBERG GEOSPATIAL without undue delay.

2.3. Conflict of Interest

The obligations set out in this Article 2.3 regarding conflict of interest are of fundamental importance to enable a trust-based business relationship between the Parties in order for KONGSBERG GEOSPATIAL to be awarded a contract or contracts in the Territory.

REPRESENTATIVE shall not during the term of this Agreement knowingly engage in any personal, business or professional activity, or receive or retain any direct or indirect financial interest, which might place REPRESENTATIVE or REPRESENTATIVE's other clients in a position of conflict or potential conflict of interest with the interests of KONGSBERG GEOSPATIAL.

REPRESENTATIVE represents and warrants that it is not engaged in any activity nor has retained any financial interest, which could lead to a conflict of interest as of the date of this Agreement and intends not to perform such acts. A list of other companies and their products represented by REPRESENTATIVE in the Territory is attached to this Agreement as Exhibit II. REPRESENTATIVE is obligated to give Notice to KONGSBERG GEOSPATIAL of additions

and deletions of companies or products represented by REPRESENTATIVE in the Territory, which shall be reflected by signed amendments to Exhibit II.

REPRESENTATIVE and KONGSBERG GEOSPATIAL shall immediately inform each other when either party becomes aware of any potential conflict of interest.

The determination whether or not any activity or financial interest taken or received by REPRESENTATIVE shall be deemed a conflict of interest shall be at the sole discretion of KONGSBERG GEOSPATIAL. REPRESENTATIVE shall have the right to express its opinion on the matter, but if KONGSBERG GEOSPATIAL determines there is a potential or actual conflict of interest, then the REPRESENTATIVE has the responsibility to mitigate (or eliminate) the conflict to KONGSBERG GEOSPATIAL'S satisfaction. In the event such mitigation is not possible, then KONGSBERG GEOSPATIAL shall have the right to terminate this Agreement in accordance with the provisions of Article 5.4.

2.4. KONGSBERG GEOSPATIAL's Obligations

KONGSBERG GEOSPATIAL shall at its sole discretion and in order to facilitate REPRESENTATIVE's performance under this Agreement, provide REPRESENTATIVE with information and documentation related to the Products that are necessary for a professional marketing of the Products. KONGSBERG GEOSPATIAL's failure or delay in providing such information shall not give REPRESENTATIVE any rights to make claims against KONGSBERG GEOSPATIAL under this Agreement but KONGSBERG GEOSPATIAL acknowledges that such failure or delay may affect the ability of REPRESENTATIVE to provide the services under this Agreement effectively. KONGSBERG GEOSPATIAL acknowledges that errors in the information may result in law suits by its customers against the REPRESENTATIVE, and KONGSBERG GEOSPATIAL agrees to indemnify the REPRESENTATIVE for all costs, suits and damages to the extent only that such costs, suits and damages arise from such errors, but not otherwise.

2.5. Special Marketing Support

In the event that the Parties agree that special support or assistance not covered by this Agreement is required for special activities to be undertaken in the Territory, then the Parties shall agree to the terms and expenses to be associated with such support or assistance and how to fund such expenses.

3. COMPENSATION

3.1. General

The compensation payable to REPRESENTATIVE according to this Article 3, as specified in Exhibit I and coverage of expenses as set out in Article 4.1, constitutes the entire payment from KONGSBERG GEOSPATIAL to REPRESENTATIVE for services rendered hereunder. No further payments of any kind shall be made unless this Agreement is amended in accordance with Article 3.2.

The amounts of compensation stated below are gross amounts. REPRESENTATIVE shall pay any applicable taxes there from, including VAT, if any.

REPRESENTATIVE agrees to comply with reasonable invoicing instructions from KONGSBERG GEOSPATIAL.

All compensation hereunder will be paid solely by wire transfer to REPRESENTATIVE's bank account in the jurisdiction in which the principal place of business of REPRESENTATIVE is located. REPRESENTATIVE's bank account details shall be specified in Exhibit I.

3.2. Compensation adjustment

In the event a Party believes that the compensation should be adjusted for reasons such as competitiveness, a need for special marketing efforts has arisen, or the like, then that Party may initiate discussions regarding adjustments of the compensation. Any agreement on such modifications shall be in writing and signed by both Parties.

3.3. Compensation limitations

Notwithstanding anything in this agreement to the contrary, in the event any applicable law, regulation or governmental policy (including the applicable laws, regulations and policies of Canada and of the Territory) prohibit or limit the amount of compensation that may be paid to REPRESENTATIVE, the Parties shall comply with such law, regulation, and policy, and the provisions regarding compensation herein shall be automatically modified to the extent necessary for such compliance. KONGSBERG GEOSPATIAL will promptly notify REPRESENTATIVE in writing of such modifications.

4. GENERAL PROVISIONS

4.1. Travel Expenses

Cost of travel within the REPRESENTATIVE'S local area (greater Huntsville, Alabama) for the performance of the services under this Agreement shall be covered by REPRESENTATIVE. Cost of travel outside the REPRESENTATIVE'S local area for the performance of the services under this Agreement shall be subject to approval by KONGSBERG GEOSPATIAL *in advance* if it shall be reimbursed by KONGSBERG GEOSPATIAL. Such reimbursement shall be based on the actual incurred reasonable hotel and airfare, and a specified invoice with corresponding original receipts from REPRESENTATIVE.

4.2. Reporting

REPRESENTATIVE shall timely inform KONGSBERG GEOSPATIAL of relevant information within the scope of this Agreement by event driven and frequent reporting.

At the end of each calendar month, REPRESENTATIVE shall provide KONGSBERG GEOSPATIAL with a written summary of events and activities relevant to promotion and sales of the Products, including any general commercial, regulatory and political developments in the Territory, since the last report.

4.3. Confidentiality

The Parties agree that any information exchanged under this Agreement identified as Proprietary Information shall be kept in confidence and not be disclosed to third parties, and shall only be used to further the sale of the Products in the Territory, unless the receiving Party is specifically authorized otherwise in writing by the disclosing Party.

The term "Proprietary Information", as used in this Agreement, means all communications between the Parties, such as all information, analyses, knowledge, technical know-how, data, documents or material, whether written or oral, exchanged between the Parties or between the respective employees of the Parties pursuant to this Agreement.

The use of the terms "Confidential" or "Restricted" is not to be interpreted as the same terms used by NATO or other military organizations for classified military information. Such information and documentation is subject to rigorous control and will not normally be available to REPRESENTATIVE.

Notwithstanding the foregoing, the obligation of strict confidentiality set forth in this Agreement shall not extend to Proprietary Information which

- i) is legally and without restriction in the possession of the receiving Party, their employees or agents, prior to disclosure under this Agreement. Fact of prior possession shall be documented prior to the disclosure to third parties, or
- ii) enters the public domain through no fault or negligence of either Party, or
- iii) is disclosed to the receiving Party without restriction and without breach of any obligation of confidentiality by a third party having the right to make such disclosure, or
- iv) is approved for release or use by written authorization of the disclosing Party.

Any claim that Proprietary Information was previously known shall be reported in writing within 30 days after such Proprietary Information is received under this Agreement. Failure to submit timely claim shall be deemed an admission that the Proprietary Information was not previously known.

Information specific to the Products, such as engineering and design practices and techniques, equipment processes, operating conditions, analyses, or the like shall not be deemed to be within the exceptions listed above merely because it is embraced by general information in the public domain.

The Parties shall keep confidential the existence and the fulfilment of this Agreement unless authorized by written notification from the other Party. REPRESENTATIVE may however reveal the existence of this Agreement to the Customer and the Canadian Government and in light of the fact that KONGSBERG GEOSPATIAL is part of the KONGSBERG group of companies (KONGSBERG GRUPPEN), KONGSBERG may reveal the same to representatives of its customer and the Norwegian authorities.

Upon expiration or termination of this Agreement, or upon written request, the receiving Party shall either return the Proprietary Information to the submitting Party or destroy the same as directed by the submitting Party and provide written certification of such action, for all Proprietary Information received under this Agreement. In any event no further use or disclosure of the Proprietary Information shall take place.

The obligations of this Article 4.3 shall survive the expiration or termination of this Agreement, and constitute independent covenants without regard to the performance, non-performance, default or any other act or omission by the Parties.

4.4. Intellectual Property

All patents, trade marks, know-how and other intellectual property rights relating to the Products belong to KONGSBERG GEOSPATIAL and shall remain its sole property.

REPRESENTATIVE may use KONGSBERG GEOSPATIAL's trade marks, trade names or any other symbols, but only for the purpose of identifying and advertising the Products, within the scope of this Agreement and in KONGSBERG GEOSPATIAL's sole interest.

REPRESENTATIVE hereby agrees neither to register, nor to have registered, any trade marks, trade names or symbols of KONGSBERG GEOSPATIAL (or marks, names or symbols that are confusingly similar with those of KONGSBERG GEOSPATIAL), in the Territory or elsewhere.

The right given in this Agreement to use KONGSBERG GEOSPATIAL's trade marks, trade names or symbols, as provided for under the second paragraph of this Article 4.4, shall cease immediately on the expiration or termination, for any reason, of this Agreement.

REPRESENTATIVE shall provide Notice (as defined in Article 4.7) to KONGSBERG GEOSPATIAL of any infringement of, or legal action against, KONGSBERG GEOSPATIAL's intellectual property rights that it comes aware of. REPRESENTATIVE shall to the best of its ability and in accordance with directions given to it by KONGSBERG GEOSPATIAL or KONGSBERG, assist KONGSBERG GEOSPATIAL or KONGSBERG at KONGSBERG GEOSPATIAL's expense in defending against such infringement or legal action.

4.5. Indemnity

Each Party shall hold harmless and indemnify the other Party from all damage including costs, claims, charges, losses, expenses, liabilities or civil proceedings of every kind for death of or personal injury to their respective personnel and for damage to and loss of their respective property or the property of their respective personnel arising out of the performance of this Agreement, except when resulting from or contributed by the gross negligence or willful misconduct by the other Party or its personnel.

REPRESENTATIVE shall indemnify and hold KONGSBERG GEOSPATIAL harmless from all third party claims due to suits, losses or damages pertaining to injury, sickness, diseases or death of any third person and/or loss of or damage to any property of a third person arising from warranties or marketing given by REPRESENTATIVE that are not in conformity with instructions from KONGSBERG GEOSPATIAL, or arising from negligence of REPRESENTATIVE in conjunction with handling or marketing of the Products, to the extent of such negligence.

4.6. Limitation of liability

Subject to Article 4.5 (but notwithstanding anything else to the contrary set forth in this Agreement), except for gross negligence or wilful misconduct, neither Party shall be liable to the other for any claim, whether by reason of any breach of the Agreement or of statutory duty, tort or for any other reason (including but not limited to negligence) and whether the Agreement is terminated or not, for (i) any special, consequential or indirect loss or damage, including indirect loss of contracts or profit, and whether foreseeable or not, or (ii) any attorney's fees not awarded by an arbitration tribunal or competent court.

4.7. Notices

All formal notices, requests, demands and other communications given or made in accordance with this Agreement (herein referred to as "Notice"), shall be given by a duly signed document delivered by hand, or sent by registered mail or courier service, identifying the sender and this Agreement, and shall be deemed to have been given when actually received. The address of each Party and the respective points of contact shall be:

For KONGSBERG GEOSPATIAL:

Kongsberg Geospatial Ltd.
400 – 411 Legget Drive
Ottawa, Ontario
Canada
K2K 3C9
Attn.: CFO
Phone: (613) 271-5527

For REPRESENTATIVE:

CONNOR GROUP LLC
126 South Brook Place
Madison, Alabama
USA 35758
Attention: Gary Connor
Gary.steven.connor@gmail.com
Cell: (617) 997-8628

Either Party may from time to time change its address and designated point of contact by informing the other Party in writing in accordance with this Article 4.6.

4.8. Severability

The Parties agree that should any provision of this Agreement violate any applicable mandatory law or regulation, such provision shall be deemed severable and modified to comply with such applicable mandatory laws or regulations to the extent such modification will give meaning to the intent of the Parties consistent with mandatory applicable laws and regulations.

4.9. Force Majeure

Notwithstanding any other provisions specified herein, either Party shall be entitled to suspend performance of its obligations under this Agreement for reasons of Force Majeure, which shall mean an event beyond the reasonable control of the Party affected, impeding performance or making performance unreasonably onerous, such as (but not limited to) local and general industrial dispute, fire, war (whether declared or not), armed conflict, terrorist activity, extensive military mobilization, insurrection, requisition, seizure, embargo, governmental action, export and import restrictions, restrictions in the use of power and delays or defects in deliveries by subcontractors caused by such circumstances referred to in this paragraph, provided that impecuniosity shall not constitute Force Majeure.

The Party affected by Force Majeure shall notify the other Party without undue delay by issuing a Notice to the other Party.

If performance of this Agreement has been suspended for reasons of Force Majeure for more than six (6) months, either Party shall be entitled to terminate this Agreement by issuing a Notice to the other Party. Following such termination, REPRESENTATIVE shall be entitled to payment of compensation that has accrued due but that has not been paid for periods prior to termination, but not more.

4.10. Customer Contract Provision

If a contract between KONGSBERG GEOSPATIAL and its customer contains or will contain contract provisions that affect this Agreement, then the Parties agree to work together in good faith to find solutions acceptable to both Parties, including, if necessary, to treat certain

provisions of this Agreement as modified solely to incorporate such contract provisions with its customer in a way that as close as possible resembles the intent of the Parties at the time of entering into this Agreement and satisfies its customer's requirements. Neither Party shall unreasonably withhold its approval of such modification.

4.11. *Applicable Law*

This Agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario, Canada, and the applicable federal laws of Canada.

4.12. *Disputes*

Any dispute arising out of or relating to this Agreement shall be finally resolved by arbitration pursuant to the provisions of this Article 4.12. Before arbitration proceedings are commenced, the Parties shall endeavour to resolve the dispute amicably through negotiations, which shall be initiated by a claim for such negotiations by Notice from either Party to the other. If the negotiations are not successful after a period of 120 days from receipt of the Notice, either Party has the right, within 60 days thereafter, to submit the dispute to final settlement through arbitration before, and pursuant to the National Arbitration Rules of, the ADR Institute of Ontario. The arbitration shall be conducted by three arbitrators appointed in accordance with the rules of the Institute and shall take place in Toronto, Ontario and be conducted in the English language.

The arbitration proceedings and decision shall be kept confidential, and the Parties will enter into a separate written non-disclosure agreement covering such arbitration.

The above notwithstanding, either Party shall be entitled to seek injunctive relief under this Agreement by a competent court in any relevant jurisdiction. For the avoidance of doubt, such court shall, notwithstanding Article 4.11, be entitled to apply the substantive laws of that jurisdiction when determining such injunctive relief.

4.13. *Assignment*

Neither Party may assign, subcontract or otherwise transfer any rights or obligations under this Agreement in whole or in part to any other party without the prior written consent of the other Party.

4.14. *Compliance*

REPRESENTATIVE shall at all times during the term of this Agreement, whether in furtherance of the interests of KONGSBERG GEOSPATIAL or otherwise, comply with and adhere to all applicable laws, rules, regulations, decrees and official governmental orders, including but not limited to; any laws and regulations relating to anti-corruption, anti-money laundering, anti-bribery, anti-trust or competition laws, including those of Canada, the Territory and the jurisdiction(s) where KONGSBERG GEOSPATIAL and REPRESENTATIVE are organized and where any of the services hereunder are performed, as well as those of the United States of America, the United Kingdom (such as, but not limited to: the U.S. Foreign Corrupt Practices Act ("FCPA"); and the UK Bribery Act 2010; and the Canadian Corruption of Foreign Public Officials Act (see link in EXHIBIT VI).

A description of the most relevant obligations of the FCPA and the UK Bribery Act 2010 are attached as EXHIBITS III and IV.

KONGSBERG GEOSPATIAL is part of the KONGSBERG group of companies (KONGSBERG GRUPPEN). Consequently, REPRESENTATIVE shall perform all its rights and obligations under this Agreement and connected with this Agreement in compliance with the KONGSBERG Corporate Code of Ethics.

The KONGSBERG Corporate Code of Ethics is enclosed as EXHIBIT V. KONGSBERG GEOSPATIAL may at any time by Notice to REPRESENTATIVE introduce revised KONGSBERG Corporate Code of Ethics that shall be the applicable KONGSBERG Corporate Code of Ethics under this Article 4.14 from such time.

If REPRESENTATIVE or any of its employees becomes aware of any possible violation of the terms set forth in this Article 4.14, it shall promptly provide Notice to KONGSBERG DEFENCE & AEROSPACE AS by E-Mail to ethics@kongsberg.com or to KONGSBERG GEOSPATIAL's representative in Article 4.7. Immediate action shall be taken to correct such violation. REPRESENTATIVE shall also promptly notify KONGSBERG DEFENCE & AEROSPACE AS or KONGSBERG GEOSPATIAL if it becomes aware of any violation of KONGSBERG'S Code of Ethics by any representative of KONGSBERG GEOSPATIAL.

KONGSBERG GEOSPATIAL, and its designated accounting representative, shall be entitled to audit REPRESENTATIVE's books and records to verify compliance with the above, given proper warning and during normal business hours.

KONGSBERG GEOSPATIAL reserves the right to perform a new due diligence evaluation of REPRESENTATIVE at any time, including requesting updates to the self-assessment form with attachments, or the like.

5. TERM AND TERMINATION

5.1. Term

This Agreement shall become effective on the date of the last signature hereto and shall expire on 31 January 2027 without any further Notice.

5.2. General Termination Conditions

Payment of amounts in **EXHIBIT I** is the sole monetary obligation of KONGSBERG GEOSPATIAL related to such expiry or termination. KONGSBERG GEOSPATIAL shall not be liable to pay any further amounts to REPRESENTATIVE as compensation for loss of any rights given under this Agreement or by statute.

5.3. Termination for Convenience

Either Party has the right to terminate this Agreement without cause in whole or in part by prior Notice to the other Party. The period of Notice shall be one month.

5.4. Termination for Default

Either Party has the right to terminate this Agreement with immediate effect by Notice to the other Party for violations by the other Party of any applicable laws or regulations, or for any false or misleading representations made to it by the other Party.

Either Party has the right to terminate this Agreement with immediate effect by giving the other Party a Notice in the event that the other Party breaches any of its obligations under this Agreement and such violation is not substantially corrected within 30 days after such Notice.

In addition, either Party has the right to terminate this Agreement with immediate effect in the event that:

- i) a Party becomes insolvent, or
- ii) a Party has instituted or there are instituted bankruptcy proceedings against a Party under any insolvency law, or
- iii) a Party intends to make an assignment for the benefit of creditors.

Upon termination by KONGSBERG GEOSPATIAL for REPRESENTATIVE's default, REPRESENTATIVE shall not have any right to compensation that may arise after the termination for default.

Any abstention by a Party to terminate this Agreement for reasons of the other Party's violation of any part of this Agreement shall not be construed as a waiver of the right to terminate in case of subsequent violations of this Agreement by the other Party.

6. GENERAL

6.1. Amendment

This Agreement shall only be modified by mutual written agreement between the Parties, which shall be executed as a written amendment to this Agreement duly signed by authorized representatives of the Parties. Such amendments shall become part of this Agreement.

6.2. Descriptive Headings; Interpretation

The headings and captions used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Each provision of this Agreement shall be given independent significance.

6.3. No Third Party Beneficiaries

Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person other than the parties hereto and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

6.4. Counterparts

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

6.5. Electronic Delivery

This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, to the extent delivered by means of a facsimile machine or electronic mail in portable document format or similar format (any such delivery, an "Electronic Delivery"), shall be treated in all manners and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it

were the original signed version thereof delivered in person. At the request of either party hereto or to any such agreement or instrument, the other party hereto or thereto shall re-execute original forms thereof and deliver them (by means other than Electronic Delivery) to the other party. Neither party hereto or to any such agreement or instrument shall raise (a) the use of Electronic Delivery to deliver a signature or (b) the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery, as a defence to the formation of a contract, and each such party forever waives any such defence, except to the extent such defence related to lack of authenticity.

7. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties, and it supersedes and cancels any prior written or oral representation, understanding or commitment related to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in two originals by their duly authorized representatives and made effective as specified in Article 5.1.

For and on behalf of:

For and on behalf of:

KONGSBERG GEOSPATIAL LTD.

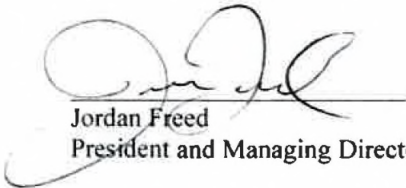
CONNOR GROUP LLC

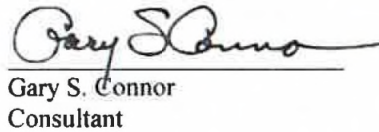
Ottawa, Ontario, Canada

Madison, Alabama, USA

February 23, 2024

February 2nd, 2024


Jordan Freed
President and Managing Director


Gary S. Connor
Consultant

Approved on behalf of Kongsberg Defence and Aerospace AS


Krystian Chmielewski, Executive Vice President

February ____, 2024

EXHIBIT I: PRODUCTS, COMPENSATION, AND PAYMENT

1. The Products from KONGSBERG GEOSPATIAL that are covered by this Agreement are listed in the table below:

Products:
TerraLens
IRIS
MIDAS

2. Detailed information on REPRESENTATIVE's bank account, to which payment shall be sent by KONGSBERG GEOSPATIAL (ref. Article 3.1), is as follows:



3. Key Employee

In accordance with this Agreement and for amounts paid under the terms of this Agreement, REPRESENTATIVE shall provide business development services to KONGSBERG GEOSPATIAL. It is the intent of this agreement that said services shall be performed by **Gary Connor**, as a business development representative of KONGSBERG GEOSPATIAL.

4. Compensation

It is hereby agreed that in consideration for the business development services provided by REPRESENTATIVE as outlined herein, KONGSBERG GEOSPATIAL shall pay to REPRESENTATIVE an hourly fee of \$250 US dollars on submission of an invoice by REPRESENTATIVE and approval of the invoice by Mr. Adam Robinson. KONGSBERG GEOSPATIAL wishes to limit effort to no more than ten (10) hours per month unless written authorization is received by REPRESENTATIVE to exceed this.

EXHIBIT II: REPRESENTATION

REPRESENTATIVE represents the following other companies and products in the Territory (Ref Article 2.3):

COMPANY	PRODUCTS AND SERVICES COVERED
Dayton Aerospace (Associate/Consultant) Dayton, OH	Aerospace Consulting services to DoD and Industry
CFD Research Corporation (Consultant) Huntsville, AL	Aerospace & Defense, Biomedical & Life Sciences, and Energy & Materials technologies
Eastern Communications, Ltd (Consultant) New York, NY	Land Mobile Radios for First Responders
Faulconer Consulting Group (Consultant) Colorado Springs, CO	Support to various Aerospace and Defense companies
Janusnet PTY Limited (Consultant) North Sydney, Australia	Data Classification applications for Federal, Defense and Commercial markets
KBR (Consultant) Columbia, MD	Strategy and engagement support for Huntsville, AL and other markets
L3Harris Aeromet (Consultant) Tulsa, OK	Strategy and engagement support for AF and Missile Defense markets
National Security Campus (Consultant) Kansas City, MO	Dept. of Energy Facility: Rapid Prototyping, Obsolescence Management, Reverse Engineering
nLogic, Inc (Board Member, Chair) Huntsville, AL	Oversee nLogic's portfolio of M&S, Sys Eng, T&E, Sensors, Software, Cyber, Logistics and IT Services
Quantech Services, Inc Lexington, MA	Acquisition, Financial and Program Management services
Red Cedar Harmonia (Consultant) Leesburg, VA	IT, Training, Cyber and DevSecOps services
Software Engineering Institute Pittsburgh, PA	Software Engineering services to DoD and selected Defense Industry companies
Strategic Marketing Innovations (Advisor/Consultant) Washington, DC	Strategy and engagement advice for Missile Defense Markets
The Emery Group (Consultant) Oak Hill, VA	Cyber and IT systems advisory and engagement support to Federal and DoD markets
Ultra (Consultant) Germantown, MD	Cyber systems solutions for Defense and Aerospace markets

Connor Group, LLC. Disclosure of active clients (as of 2/1/2024)

Active Affiliations	Connor Group Role	HQs Location
Cummings Aerospace	Board of Advisors	Huntsville, AL 35801
Deep Water Point LLC	Consultant (<i>Several Clients</i>)	Annapolis, MD 21401
DejaVu AI	Advisor	Olalla, WA 98359
Dragonfly Wins	Consultant/Advisor	McLean, VA 22101
Eastern Communications, Ltd	Consultant	New York, NY 11101
Falconer Consulting Group	Consultant (<i>Draper Labs, Moog</i>)	Colorado Springs, CO
Govini	Advisor/Consultant	Arlington, VA 22209
HP Marin Group, LLC	Consultant/Advisor	New York, NY 10038
Kongsberg Geospatial	Consultant	Ottawa, ONT, Canada
L3Harris Aeromet	Consultant	Tulsa, OK 74115
Leidos	Consultant/SME	Reston, VA 20190
National Security Campus (NSC)	Advisor	Kansas City, MO
nLogic, Inc	Board Chairman	Huntsville, AL 35806
Sepio, Inc	Advisor	Rockville, MD 20850
Software Engineering Institute	Consultant	Pittsburgh, PA
The Emery Group	Partner/Consultant	Oak Hill, VA 20171
Semi-Active Affiliations	Connor Group Role	HQs Location
Alion Science & Technology	SME, Missile Defense	Dayton, OH 45430
CFD Research Corporation	Consultant	Huntsville, AL 35801
Dayton Aerospace	Associate/Consultant	Dayton, OH 45433
Gunnison Consulting, LLC	Consultant	Fairfax, VA 22031
HDT Global, Inc	Consultant	Solon, OH 44139
Intalus (formerly NewSoTech)	Advisor	Ashburn, VA 20147
Lone Star Consulting	Consultant	Addison, TX 75001
Precision ISR, LLC	Consultant/Advisor	Reston VA 20195
Settle Top	Advisory Board	Boston, MA
Three Towers Strategic Consulting	Consultant	Waldorf, MD 20601
Treble One	Consultant	Dayton, OH 45433
Virsec	Advisor	San Jose, CA 95110
Pending Affiliations	Connor Group Role	HQs Location
ExoAnalytic Solutions	Advisor/Consultant	Foothill Ranch, CA
Mosse' Institute	Advisor/Consultant	Charlotte, NC 28210
Noblis, LLC	Advisor/Consultant	Reston, VA 20191
Technical Management, Inc (TMI)	Advisor/Consultant	McLean, VA 22101
XAGE Security	Advisor/Consultant	Palo Alto, CA 94306

EXHIBIT III: ABSTRACT FROM THE U.S. FOREIGN CORRUPT PRACTICES ACT

The following is a description of the most relevant obligations of the U.S. Foreign Corrupt Practices Act. REPRESENTATIVE shall perform its duties and obligations under this Agreement according to the following.

REPRESENTATIVE represents and warrants to, and covenants and agrees with, KONGSBERG GEOSPATIAL that:

- (a) It is familiar with the FCPA and its purposes. In particular, it is familiar with the FCPA's prohibition of the acts described in paragraph (b) hereof. For purposes of this Agreement, the term "FCPA" means the Foreign Corrupt Practices Act of 1977 of the United States of America, as amended by the Foreign Corrupt Practices Act Amendments of 1988 and 1998 and as may be further amended and supplemented from time to time.
- (b) In connection with its performance of this Agreement and with the sale of any Product and Service on behalf of KONGSBERG GEOSPATIAL, REPRESENTATIVE has not, directly or indirectly, offered, paid, given, promised to pay or give, or authorized the payment or giving of any money, gift, anything of value, and will not, directly or indirectly, offer, pay, give, promise to pay or give, or authorize the payment or giving of any money, gift, or anything of value to:
 - (i) Any government official, any political party or official thereof, or any candidate for political office;
 - (ii) Any person while knowing that all or a portion of such money, gift or thing of value will be offered, paid, given or promised, directly or indirectly, to any such official, to any such political party or official thereof, or to any candidate for political office, (each such official, political party or official thereof, or candidate or person being herein called a "Restricted Person"); or
 - (iii) Any officer, director, shareholder, employee or agent of any of its customers

for the purpose of:

- (i) influencing any act or decision of such official, political party or official thereof, candidate or person, officer, director, shareholder, employee or agent in his or her official capacity, or inducing such official, political party or official thereof, or candidate or person to do or omit to do any act in violation of the lawful duty of such official, political party or official thereof, candidate or person, or
- (ii) inducing such official, political party or official thereof, candidate or person, officer, director, shareholder, employee or agent to use his or its influence with any government or instrumentality thereof or its customer to affect or influence any act or decision of such government or instrumentality or customer;

in order to assist KONGSBERG GEOSPATIAL in obtaining or retaining business for or with, or directing business to, any person.

- (c) None of REPRESENTATIVE's officers, directors, shareholders, employees and agents is a Restricted Person. Neither REPRESENTATIVE nor any of its shareholders, directors, officers, employees or agents has performed or will perform any act which would constitute a violation of the FCPA or which would cause KONGSBERG GEOSPATIAL to be in violation of the FCPA.
- (d) No Restricted Person has a right to share directly or indirectly in the proceeds of any sales contract obtained pursuant to this Agreement or in any commission payable hereunder. All commissions hereunder will be paid solely by wire transfer to REPRESENTATIVE; no payment will be made hereunder in cash or bearer instrument; no payment will be made hereunder to any Person other than REPRESENTATIVE; and no payment will be made to REPRESENTATIVE under this Agreement other than the payment of the commissions in accordance with the terms hereof. All commissions will be paid to REPRESENTATIVE in the jurisdiction in which the principal place of business of REPRESENTATIVE is located. The commission payable hereunder has not been used, and will not be used, for any activity or purpose that would violate the FCPA or that might expose KONGSBERG GEOSPATIAL to liability under the FCPA.
- (e) In connection with its efforts hereunder, REPRESENTATIVE has not employed or compensated and will not employ or compensate any person who, during the two-year period immediately preceding such employment or compensation, was either employed by the United States Department of Defense or was a member of the United States Armed Forces and who served in a procurement function. Further, REPRESENTATIVE has not employed or compensated and will not employ or compensate any current or former employees or officials of the government of Customer if such employment or compensation violates any law, regulation or policy of Canada or the United States or the Territory.
- (f) REPRESENTATIVE shall certify the accuracy and truthfulness of the foregoing representation and warranties at the time of each renewal, if any, of this Agreement.

EXHIBIT IV: ABSTRACT FROM THE UK BRIBERY ACT 2010

UK BRIBERY ACT 2010

This is a summary of the UK Bribery Act 2010. It is enclosed for reference and guidance purposes only and as such it is not intended to comprise legal guidance or to provide a complete reiteration of the provisions that REPRESENTATIVE may be required to comply with. The full text of the act can be found at:

<http://www.legislation.gov.uk/ukpga/2010/23/contents>

In addition, the UK Ministry of Justice has published the following guide to implementation of the act:

<http://www.justice.gov.uk/legislation/bribery>

Summary of the act:

Applicable to British citizens or ordinary residents

The act contains general provisions against both offering and receiving bribes. These apply regardless of whether the recipient is a public official or a UK citizen or resident. In addition the act contains specific provisions against bribing foreign public officials and failing to prevent bribery. The definitions of both what constitutes a bribe and of who is considered a "foreign public official" are broad and far reaching.

Applicable to anyone who conducts business in the UK

For anyone doing business in the UK, it is an offence to "fail to prevent bribery". KONGSBERG GEOSPATIAL conducts business in the UK, and therefore, both KONGSBERG GEOSPATIAL and REPRESENTATIVE must adhere to the act's requirements relating to bribery and the prevention thereof. In addition, if REPRESENTATIVE itself conducts business in the UK, REPRESENTATIVE must ensure that it has the means in place to satisfy the requirements of the act, including a sufficient and adequate compliance program.

General

Anyone convicted of violating the act may be subject to an unlimited fine as well as other sanctions.

EXHIBIT V: KONGSBERG's CORPORATE CODE OF ETHICS

See attached: KOG-GOV-0011 Code of Ethics and Business Conduct Rev. H, July 2022

EXHIBIT VI: CANADIAN CORRUPTION OF FOREIGN PUBLIC OFFICIALS ACT

<http://laws-lois.justice.gc.ca/eng/acts/c-45.2/page-1.html> (copy and paste in browser)