

CONFIDENTIALITY AGREEMENT

On the day when accepting this document.

I. The Parties

On the one part,

Al Kamel Systems SL, a company duly incorporated and existing under the laws of Spain having its registered office at C/Priora Xixilona, 93 08530 La Garriga, Spain.

Hereinafter referred to as “**AL KAMEL**”, the “**COMPANY**” or the “**Disclosing Party**”.

On the other part,

The company that is accepting this NdA

Hereinafter referred to as the “**CLIENT**” or the “**Recipient Party**”.

To the effects of this agreement AL KAMEL and the CLIENT will be individually referred as a “**Party**” and collectively as the “**Parties**”.

II. Recitals

I.- That AL KAMEL is engaged in developing Timekeeping, TV Graphics and IT solutions for motorsports.

II.- That AL KAMEL has developed and is the legal owner of the data protocol called “Timing Data Protocol v.2.” (hereinafter the “**Protocol**”).

III. That the Protocol is directly distributed by AL KAMEL to its clients, these are, the different motorsports teams to be used in the different sport competitions in order to obtain all information related to timekeeping and telemetry in real time.

IV.- That each license of the Protocol acquired by the clients entitles to each CLIENT to connect on a limited basis with a maximum of four (4) connections having to be renewed and acquired after its expiration.

V.- That the CLIENT is interested in the acquisition of a license of the Protocol in accordance with the conditions set forth in the Recital IV above.

VI.- That, in accordance with the foregoing, the CLIENT will have access to the Protocol and, in consequence, will receive some information from AL KAMEL, as Disclosing Party, related to the Protocol and its technical details.

VII.- That, in order to ensure that any confidential information disclosed by AL KAMEL to the CLIENT is kept secret and used solely to develop the Software, the Parties agree to enter into this CONFIDENTIALITY AGREEMENT (hereinafter, the “**Agreement**”) which shall be governed by the following

III. Clauses

1. DEFINITIONS OF CONFIDENTIAL INFORMATION

- 1.1. For the purpose of this Agreement Confidential Information means:
- a) All written and verbal documentation and information of any form and of any kind related to the Protocol, its technical details and any other know-how belonging to the COMPANY;
 - b) Any other documentation and/or information disclosed by the COMPANY to the CLIENT for the acquisition and use of the Protocol;
 - c) Any other documentation and/or information that the CLIENT becomes aware during the use of the Protocol;
 - d) The copies of the Confidential Information, including any document, electronic file and/or any other material used to reproduce or record the Confidential Information (hereinafter referred to as, the "**Copies**").
- 1.2. Information will not be Confidential Information in the following scenarios:
- a) If on the date of the signature of this Agreement, the information is in the public domain or becomes into public domain and this circumstance does not derive from a direct or indirect breach of the confidentiality duty of the Recipient Party and/or the Authorised Persons in accordance with this Agreement:
 - b) If the information can be lawfully obtained from a public registry,
 - c) If the information has been directly obtained by the CLIENT and/or the Authorised Persons from a source not connected to the COMPANY or to any natural or legal person acting in its name or in its behalf and without breaching any confidentiality duty in accordance with this Agreement.
- 1.3. The Parties expressly agree that the Recipient Party will be entitled to disclose the Confidential Information if it is required by:
- a) An order from a court with jurisdiction or a governmental or regulatory body;
 - b) The laws of a country with jurisdiction over the business of any of the Parties.
- 1.4. In any case, the Parties expressly agree that, before disclosing the Confidential Information in accordance with section 1.3., the Recipient Party may, to the extent permitted by law, use its best efforts to (i) inform the Disclosing Party of the circumstances of the disclosure of the Confidential Information and to (ii) take all measures that do not have adverse consequences for the Recipient Company taking into account its legal obligation to disclose the Confidential Information.

2. OBLIGATIONS OF THE CLIENT

- 2.1. The CLIENT as Recipient Party agrees:
- a) To keep secret all the Confidential Information and the existence of this Agreement;
 - b) To protect the Confidential Information from unauthorized disclosure and use at least the same degree of care it normally exercises to protect its own proprietary information in order to prevent unauthorized disclosure and use thereof;

- c) To not divulge or disclose to third parties, including but not limited to, any vendor, customer, manufacturer or independent contractor, in whole or in part, or orally or in writing or in pictorial form or on any device, any of the other AL KAMEL's Confidential Information or Timing Data Protocol v.2. without the other Party's prior express consent in writing, and provided that it has obtained an executed confidentiality agreement by AL KAMEL;
- d) To not to reverse engineer, disassemble, decompile the Confidential Information;
- e) To not to manipulate or disassemble the Protocol in order to manipulate the maximum number of permitted connexions in accordance with the established in the Recitals of this Agreement;
- f) To refrain from purchasing the Protocol from any third party different than AL KAMEL without the prior consent of this company;
- g) To renew the acquired license of the Protocol after the expiration of the maximum connections of the Protocol that have been contracted by the CLIENT;
- h) To inform to AL KAMEL as soon as may be reasonable practicable, that the CLIENT has received an offer from a third company for the acquisition of the Protocol (even solely or jointly with a software that have been developed by this third company);
- i) Not to distribute or disclose in any way or form any Confidential Information to anyone except to those of the employees of the Recipient Party who reasonably needs access to such Confidential Information for the use of the Protocol and who are bound to confidentiality either by their employment agreement or otherwise in writing to an extent no less stringent than the obligations imposed on the Recipient Party under this Agreement;
- j) Not to use, in whole or in part, any of AL KAMEL Confidential Information related to the Protocol for any other purpose different than the temporary connection necessary for the development of the Software;
- k) To do not reveal the Confidential Information, even directly or indirectly, totally or partially, to any third party without the prior consent of the COMPANY;
- l) To do not make Copies of the Confidential Information unless otherwise expressly authorized by the COMPANY;
- m) To use its best effort to ensure that no person can access the Confidential Information unless expressly authorised by the COMPANY in writing;
- n) To inform to the COMPANY as soon as reasonably practicable if it learns and/or suspect that any third person that have not been duly authorised, has accessed the Confidential Information.

2.2. According to the abovementioned, the Recipient Party may perform all actions that may be necessary and/or convenient to comply with its obligations in accordance with this section, even directly or indirectly through the fulfilment of the obligations of the Authorised Persons.

3. PERSONS TO WHOM THE CONFIDENTIAL INFORMATION CAN BE DISCLOSED

- 3.1. The Recipient Party can only disclose the Confidential Information to its own personnel, if any, and to any third party that has been directly contracted by the Recipient Party in order to use the Protocol. The Recipient Party must restrict persons with access to the Confidential Information only to what is necessary.
- 3.2. According to the foregoing, the Recipient Party expressly warrants to disclose the Confidential Information to the persons detailed in the SCHEDULE 1 of this Agreement and that have been previously agreed by the COMPANY (hereinafter, the **"Authorised Persons"**).
- 3.3. In any case, the Recipient Company will be able to disclose the Confidential Information to any third party different than the Authorized Persons without the prior consent of the COMPANY. Likewise, in the event that during the term of this Agreement the Parties agree to modify the list of Authorized Persons, the Parties will sign a new SCHEDULE 1 that will be incorporated into this Agreement.
- 3.4. The Recipient Party must inform the Authorized Persons to whom the Confidential Information is disclosed of its confidential nature and shall inform them of the existence of this Agreement.
- 3.5. If requested in writing by the Disclosing Party, the Recipient Party must deliver, within twenty four (24) hours from receiving the request, a list including where the Confidential Information is held and a list including all names of all persons to whom the Confidential Information have been disclosed.
- 3.6. The Recipient Party will be liable for any breach of the obligations deriving from this Agreement even if the breach can be attributed to the Authorised Persons.

4. NON-RELIANCE ON THE CONFIDENTIAL INFORMATION AND EXCLUSIVE OWNERSHIP

- 4.1. The COMPANY makes no warranty concerning the truthfulness, completeness or accuracy of the Confidential Information and is not required, under a legal obligation, to inform the CLIENT, as Recipient Party, of any changes related to this information. In consequence, the COMPANY will not to be held liable for the content of the Confidential Information except in the event of fraud or gross negligence.
- 4.2. Taking into account the abovementioned, the Recipient Party is not entitled to claim against the COMPANY for the accuracy, content, omissions or errors of the Confidential Information.
- 4.3. The Recipient Party shall be liable for damages, of whatever kind, as a result of the use of, or reliance on, any information or data furnished hereunder.
- 4.4. The Recipient Party expressly acknowledge that the Confidential Information is the exclusive property of the COMPANY and the signature of this Agreement does not grant the Recipient Company any rights other than those expressly established in this Agreement. In consequence, the CLIENT will not be entitled to use the Protocol by altering the maximum number of allowed connections by each license and/or acquiring the Protocol jointly with an adapted software to any third party different than the COMPANY.

- 4.5. In particular, the signature of this Agreement does not grant any intellectual property right or license (these are patents, inventions, trade secrets, trademarks, trade names, among others) in favour of the CLIENT and/or its Authorised Persons.
- 4.6. This Agreement shall not constitute, create, give effect to or otherwise imply an employment relationship, teaming agreement, joint venture, pooling arrangement, partnership or formal business organization of any kind, nor does this Agreement or the disclosure or receipt of any proprietary information hereunder constitute an offer, acceptance, promise or obligation by either Party to enter into any additional contract, subcontract, amendment, agreement or other business relationship with the other Party.

5. LIABILITY, SPECIFIC PERFORMANCE AND PENALTIES

- 5.1. The Recipient Party is liable for any damage caused to the COMPANY as a result of the breach of any of the obligations established under this Agreement.
- 5.2. In the event of breach of any of the obligation established in this Agreement by the CLIENT, the COMPANY is entitled to claim directly from the CLIENT the specific performance of the duties and obligations of this Agreement, even this breach has been caused by the Authorized Persons acts.
- 5.3. In the event of breach of any of the obligations by the CLIENT and/or the Authorized Persons, the COMPANY will be entitled to receive, directly from the Receiving Party, the total amount of EUROS 50.000,00€ for each breach (hereinafter, the “**Penalty**”). This Penalty does not substitute the Recipient Party’s obligation to indemnify the COMPANY for the damages caused, will be fully applied and can not be modified by the courts.
- 5.4. The CLIENT acknowledge that the breach of any of the dispositions and obligations set forth in this Agreement may cause irreparable damages to the COMPANY that may not be completely compensated by the measures established in this clause.
- 5.5. The CLIENT expressly agree that the Penalty shall be paid by the CLIENT to the COMPANY in a maximum period of 30 days from the date of the receipt of the notification stating the breach of any of the contractual obligations in accordance with the established in section 5.2. above. The Penalty will be paid by wire transfer to the bank account number of the COMPANY that will be notified for these purposes.

6. TERM

- 6.1. This agreement covers all the Confidential Information concerning the Protocol as provided by AL KAMEL between the date of the signature of this Agreement (hereinafter, the “**Effective Date**”) and expiry the 31st December.
- 6.2. The Parties expressly agree that all the obligations assumed by the CLIENT will remain in force and valid until the later of:
 - 6.2.1. Five (5) years after the Effective Date; and
 - 6.2.2. Three (3) years after the date in which the relevant Confidential Information was disclosed by AL KAMEL to the Recipient Party.

- 6.3. At the date of the termination of this Agreement the Recipient Party, within a maximum period of two (2) working days from the termination of this Agreement, may:
- 6.3.1. Return to the Disclosing Party all the Confidential Information, including he Copies of the Confidential Information;
 - 6.3.2. Destroy or erase, permanently, in all hardware, software, computers, etc., all Confidential Information;
 - 6.3.3. Request, obtain and destroy all Confidential Information, including Copies, that have been disclosed to the Authorised Persons; and
 - 6.3.4. To refrain to contact to any third company to acquired any manipulated protocol in order to avoid the maximum number of allowed connections permitted by each license.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. The Parties expressly agree that all trademarks, trade names and/or any other intellectual property rights used in association with the Protocol and the Confidential Information are the exclusive property of the COMPANY and at no time during the term of this Agreement or thereafter shall a person other than the registered owner acquire any right, title or interest in or to such trademarks or trade names used in association with the performance of the services deriving from the business relationship existing between the Parties.
- 7.2. The CLIENT agrees that no right in, or license under, any present or future idea, invention, patent, trade secret, Confidential Information, copyright, mask work, trade name or trademark is either offered or granted under this Agreement.
- 7.3. Likewise, taking into account the foregoing, the CLIENT will refrain from tampering, disassembling or manipulating the Protocol in any way with the intent to misuse the Protocol without the prior written consent of the COMPANY and, in particular but not limited to, alter the maximum number of permitted connections to the Protocol in accordance with each acquired licence.

8. INFORMATION ON PERSONAL DATA PROCESSING

- 8.1. Each of the Parties to the Agreement, whose identification data and contact addresses appear at the beginning of this document, and acting independently as controller, will process the data contained in the Agreement and related to the individuals acting on behalf of the other Party or their own behalf.
- 8.2. The purpose of the processing, as well as its legal basis, is compliance with the rights and obligations arising from the present Agreement and the processing of the data is strictly necessary for that purpose.

9. ASSIGNMENT

- 9.1. The CLIENT not assign or delegate any or all of its rights and obligations arising from this Agreement to a third party without the prior consent of the COMPANY.
- 9.2. The COMPANY may assign the rights and obligations arising from this Agreement without the prior consent of the CLIENT.

10. NOTICES

- 10.1. All communications and notices under this Agreement shall be made in English and/or Spanish and in writing by the Parties, and shall be delivered via of any of the following means: (i) personal delivery with written confirmation of receipt by the other Party, (ii) registered or certified mail or (iii) fax or electronic email, as well as any other means provided always that in these cases there is evidence of receipt by the addresses.
- 10.2. The communications and notices among the Parties shall be delivered to the addresses to the attention of the persons indicated below:

To the COMPANY:

Att: Mr. Jose Luis GARCIA (AL KAMEL SYSTEMS SL)
Address: Priora Xixilona, 93, 08530, La Garriga (Spain)
Email: joseluisgarcia@alkamelsystems.com

To the CLIENT:

Details linked at the e-commerce personal profile

- 10.3. Any modification to the domiciles or addresses indicated above shall be immediately notified to the other Party in accordance with the terms of this clause. For as long as a Party has not notified such change as provided herein, notices made in accordance with this rules and to the addresses and persons indicated above shall be deemed valid.

11. ENTIRE AGREEMENT

- 11.1. This Agreement constitutes the whole agreement and full understanding of the Parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement. This Agreement takes precedence over and supersedes any and all prior agreements entered into between the Parties in connection with the subject matter of this Agreement.

12. AMENDMENT

- 12.1. No modification to this Agreement shall be binding, unless it is agreed by both Parties in writing through being signed by a duly authorized representative of each Party.

13. GOVERNING LAW AND JURISDICTION

- 13.1. This agreement shall be governed and construed under the laws of Spain.
- 13.2. The Parties agree that any controversy, claim or dispute directly or indirectly related to this Agreement, its performance, enforceability or interpretation, shall be exclusively submitted to the Spanish Courts of Barcelona.

IN WITNES WHEREOF, the Parties hereto have caused this Agreement to be executed in two original counterparts

AL KAMEL SYSTEMS SL

THE CLIENT

SCHEDULE 1. AUTHORISED PERSONS

Team members.