

**PARTNERSHIP AGREEMENT BETWEEN ENGAGE INTERACTIVE AND THE  
UNIVERSITAT DE VALENCIA. ESTUDI GENERAL**

Valencia, 10 November 2016

**Engage Interactive**(hereafter "EngageI") CR number 2052100414 based in Dharhan, Prince Mohammed bn Fahad Street, Saudi Arabia represented by Mr Tariq Al Shalfan acting as CEO and with signatory authority as granted within company by laws which has not been revoked. Of the one part

And

The **Universitat de València, Estudi General** (hereafter "UEVG"), with tax identification number CIF Q4618001D and address at Avda. Blasco Ibáñez, 13, 46010 Valencia, itself represented by Mr. Esteban Morcillo, Rector of the UVEG, acting on behalf and in representation of this Institution with sufficient powers for these proceedings by virtue of what is stipulated in the statute of the UVEG, which powers have not been revoked or modified.

Now, therefore, the representatives, who mutually recognize their sufficient legal capacity, Sign this document and, for that purpose.

Whereas, in this agreement EngageI and UVEG are referred to as "parties" or "the parties".



## WITNESSETH

**1** – The Universitat de Valencia (Estudi General) in accordance with the provisions of the its Statutes, approved by Decree of the Consell of the Generalitat 128/2004 of 30 July, is a Public Entity with legal status and its own resources and recognized rights by the Constitution and other existing laws. It develops its training, research, scientific and technological activities and it is interested in collaborating with socioeconomic sectors to ensure one of the main purposes of the training activities and research, which is the innovation and the modernization of the social and productive system.

**2.-** The ARTEC group is a team of IRTIC from the University of Valencia, dedicated since its founding in 1992 to interactive 3D graphics, Virtual Reality, Augmented Reality and Civil Simulation. It is a multidisciplinary team of about 30 people among which there are: programmers, physicists, computer artists (Fine Arts) and psychologists. ARTEC have several stereoscopic display systems, among which a 160° cylindrical visionary for up to 40 people, a 4-screen CAVE with retro-projected floor, a portable visionary. In addition to the several simulators designed and built by our group. Development and Advising in Traffic Safety (DATS) is a research group attached to the INTRAS (Institute of Traffic and Road Safety) at the University of Valencia. The research group was created in 1995 and is formed by teachers and researchers of renowned prestige, some of them with more than twenty years of experience on teaching and researching in Traffic and Road Safety. DATS work is centered around the consulting, research, development, innovation, formation and spreading on the topic of Traffic and Road Safety. Since its creation, the group has taken part in more than 100 projects for Administrations, Institutions and Enterprise, both nationally and internationally, who trusted us for a better knowledge and efficiently answer-giving to specific and global problems related with safety.

**3** – Engage Interactive Company (EnagaeI) is a technological company focused on fulfilling the functional inquiries of latest technology. With a team of experienced professionals and a solid expert approach to all consulting projects, EngageI will be able to offer a more balanced quality service than many of its competitors in the region. EngageI mission is to impment and make available the latest innovative ideas. We do this by being a trusted provider of innovative and well-designed solutions and expert services. EngageI culture and focus drives us to 'Customer Excellence' and it sets us apart from the rest.

**4** - Whereas it is of fundamental importance to establish collaborative relations in the fields of science and culture in order to contribute to social development.

**5** - Whereas it is therefore considered appropriate by all parties to augment their relations by establishing the instruments required.

**4** – Whereas Engage Interactive wants to be the sole and exclusive partner to the **IRTIC (Institute of Robotics and Information Technologies and Communications of the UVEG) and its Research Group ARTEC and to the INTRAS (Institute of Traffic and Road Safety of the UVEG) and its Research Group DATS** in the Middle East (Saudi Arabia, Qatar, Emirates Arabs (UAE), Oman, Kuwait and Bahrain) for its services and solutions of the training, Education and Innovation utilizing the latest technology (i.e. Augmented and Virtual reality Simulation).



And for the purpose, the parties have decided to sign a Partnership Agreement in accordance with the following:

## ARTICLES

### Article 1.- Objective

The purpose of this Agreement is to establish the basis for a collaboration between ARTEC, research group belonging to IRTIC (Institute of Robotics and Information Technologies and Communications of the UVEG) represented by professor Dr. Marcos Fernandez, Director of the Research Group ARTEC (Real-Time Computer Graphics), and , the Research Group DATS (Development and Advice in Traffic Safety), belonging to the INTRAS ( Institute of Traffic and Road Safety) represented by Dr. Francisco Alonso, Director of DATS group and Director of INTRAS , both from the Universitat de València and Engage Interactive company which will perform tasks of representation and promotion of the products and knowledge from the mentioned groups of the UVEG in the areas of road, work, and private safety.

Among the knowledge, services and products related to safety are:

- Research
- Advising
- Plans
- Audits
- Assessment
- Selection
- Training
- Advertising and Communication campaigns
- Audiovisual-Apps
- Computing- Apps
- Virtual-Reality Simulation
- Augmented Reality

### ARTICLE 2.- TERRITORY

**Engage Interactive** will be the **unique and exclusive partner** for the research group ARTEC belonging to IRTIC (Institute of Robotics and Information Technologies and Communications from UVEG) and for the research group DATS belonging to INTRAS (Institute of Traffic and Road Safety from UVEG) in the Middle East countries (Arabia Saudi, Qatar, United Arab Emirates, Kuwait and Bahrain) for the knowledge areas described in the present contract.

**ARTICLE 3. Obligations of the parties** - With the aim of meeting the objectives established in the previous article, both parties undertake as far as the means available allow, and subject to the rules of each Institution and each State, if applicable, to:

**A. The ARTEC and DATS Groups'** must not directly or by any third party market or sale its services and solutions in Middle East (Saudi Arabia, Qatar, Arab Emirates, Oman, Kuwait and Bahrain) without the Engage Interactive Agreement.

If any third party contact to ARTEC or DATS group to develop a new project in this region, the project will be submitted to the EngageI management team in order to evaluate their interest in the proposal and define the way to proceed with the development.

**B. Engage Interactive** will not interfere with any current agreements or projects made between ARTEC and DATS Groups' with other entities/companies, and preferably will work with new potential projects/clients, all of that provided under the prior authorization of the ARTEC and DATS Groups.





**C.Both parties** should review any proposal made to any client regarding to the technical and sale price for the solutions and services.

**D.The ARTEC and DATS Groups'** is to provide a technical support and training required to Engage Interactive Staff in order that they can make a proper promotion of products or knowledge to the interested companies. Engage Interactive will provide first level support for the defined period to all the developments inside this agreement.

**E.The ARTEC and DATS Groups'** is to provide full warranty on all solutions and equipment's provided to the client(s) in the terms described in each project, provided that the goods are the original developed by the mentioned groups and have not been manipulated or modified by Engage Interactive.

**F.The ARTEC and DATS Groups'** is to provide full support and maintenance on all solutions and equipment's provided to the client(s) in the terms described in each project and the condition specified in the above item (H).

**G.Engage Interactive** is to supervise and execute all sales and marketing operations for the solutions and services in the territory.

**H.Engage Interactive** is to manufacture and print physical marketing materials (i.e: brochures, business cards, catalogs) of all services and solutions. The content and design of the material must have the prior approval of the UVEG.

**I.** Any other points considered being of mutual interest, as far as the availability of the parties and the activities that constitute the object of this Agreement allow.

**ARTICLE 4. Personnel involved.**

The list of people participating in the activities that derive from the object of this Agreement is included in **Annex 1** and the people responsible for the follow-up and fulfilment of this Agreement are Prof. Dr. Marcos Fernandez, Director of the Research Group ARTEC (Real-Time Computer Graphics) and Prof. Dr. Francisco Alonso, Director of the Research Group DATS and Director of INTRAS on the part of the UVEG, and Mr. Tariq Al Shalfan on the part of the Entity.

**ARTICLE 5. Expansion of co-operation.**

If, by common agreement, any specific action not contemplated in this document should be implemented, the said action shall be the subject matter of a contract between the parties which shall include the object of the collaboration, the working arrangements, the participants and the countries. The said contracts shall be added to this Agreement as addenda.

**ARTICLE 6. Pricing.**

The price of the solutions and services that may result from this collaboration will be established individually for each case/project, depending on the business opportunity, which will be subject of the individual negotiation between both parties.

**ARTICLE 7. Meaning of the Agreement.**

This Agreement constitutes a statement of intentions whose aim is to promote exclusive relationships of mutual benefit in the matter of collaboration. And this does not imply any economic cost for any of the parties, whereupon the implementation of this Agreement shall not entail any payment for either of the parties involved

**ARTICLE 8. Duration.**

The Agreement signed herein shall have a minimum validity as from the date of signature of four years, after which the agreement may be renewed on the initiative of either of the parties, with the prior agreement in this sense that shall be established before the date of termination.



**ARTICLE 9. Mutual confidential disclosure agreement.**

"Confidential Information" means (a) a party's proprietary or represented technology and/or simulation solutions and/or computer software or hardware in all versions and forms of expression, whether or not the same has been patented or the copyright thereto registered, is the subject of a pending patent or registration application, or forms the basis for a patentable invention (collectively the "Proprietary Technology"); (b) manuals, notes, documentation, technical information, drawings, diagrams, specifications, formulas or know-how related to any of the Proprietary Technology; (c) information regarding current or proposed products, customers, potential customers, clients, business leads, contracts, business methods, financial data or marketing data, financial results and projections, company and market strategy, product roadmaps, product and competitive sales analysis and plans, product or marketing plans, pricing plans or structures, personnel and recruiting matters, and future releases; and (d) offers or proposals which are provided by a Discloser, including, but not limited to, the fees charged by Discloser and such Confidential Information is either (i) in tangible or other form and labelled "confidential" or the like, or (ii) in a non-tangible form, including, but not limited to, oral information and is followed up within two (2) weeks in a tangible form that is appropriately labelled.

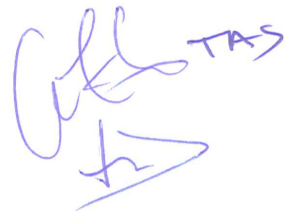
A party receiving Confidential Information ("Recipient") of the other party ("Discloser") shall: (i) not disclose the Confidential Information to any third party at any time and Recipient shall limit disclosure of Confidential Information within its own organization to its employees or its legal, financial and accounting advisors having a need to know and who have agreed to be bound by the terms of this Agreement; and (ii) protect the confidentiality of the Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care. Recipient shall be entitled to disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or by a regulatory agency or government body, provided that Recipient shall first give notice to Discloser and make a reasonable effort to obtain a protective order to protect the confidentiality of the information. If such protective order is not obtained, Recipient agrees to disclose only that portion of the Confidential Information, which it is legally required to disclose. Recipient shall immediately notify Discloser of any actual or suspected unauthorized disclosure of Confidential Information. Recipient shall not modify, reverse-engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information without Discloser's prior written consent.

This Agreement imposes no obligation upon Recipient with respect to any Confidential Information which (a) is or becomes a matter of public knowledge through no fault of Recipient; (b) is rightfully received by Recipient from a third party without a duty of confidentiality to a third party by, or with the authorization of, Discloser; (c) is disclosed without a duty of confidentiality; or (d) is independently developed by Recipient. The burden of proving any of the above exemptions is on Recipient.

Upon the written request of Discloser, Recipient shall immediately destroy or return to Discloser, as requested by Discloser, all Confidential Information of Discloser in its possession, together with all records in any manner pertaining to any of Discloser's Confidential Information. Recipient shall also, upon the written request of Discloser, furnish Discloser with a certificate of an officer verifying that all of the foregoing have been destroyed or returned to Discloser.

As between the parties, all Confidential Information disclosed pursuant to this Agreement shall be and remains the property of the Discloser. No license or conveyance of any intellectual property rights is granted or implied by this Agreement.

Discloser warrants that it has the right to disclose Confidential Information and such disclosure is not in violation of the rights of any third party. All confidential information provided by discloser is provided "as is" and discloser makes no other express or implied warranties with respect to confidential information and disclaims any implied warranties of merchantability or fitness for a particular purpose.





In no event shall Recipient export or re-export, directly or indirectly, any technical data or software acquired as a result of this Agreement, or the direct product of such technical data or software, to any country unless previously agreed with the Discloser.

In no event shall either party be liable for consequential, incidental or special (including multiple or punitive) damages or losses (even if such party has been advised of the possibility of such damages or losses or such damages or losses are foreseeable) arising out of this agreement. The limitations specified herein will survive and apply even if any limited remedy specified in this agreement is found to have failed of its essential purpose.

Each party acknowledges that the breach or threatened breach of this clause (Mutual confidential disclosure agreement) could give rise to irreparable injury to the other party which would be inadequately compensated in money damages. Accordingly, either party may seek a restraining order and/or an injunction prohibiting such breach in addition to any other legal remedies which may be available. Each party agrees that the other party will not be required to post a bond in seeking injunctive relief under this Agreement.

Neither party shall assign any of its rights or obligations under this clause without the prior written consent of the other party. Notwithstanding the foregoing, either party may transfer and/or assign some or all of this clause by operation of law due to a merger or Change of Control, without prior notice to or the consent of the other party. For the purposes of this clause, "Change of Control" means consolidation, or any sale of all or substantially all of its assets or any other transaction in which more than 50% of its voting securities are transferred.

**ARTICLE 10. Amendment of the Agreement.-**

The parties may amend this document by mutual agreement in writing.

The persons in charge of the technical aspects of the project shall notify the University's Technology Transfer Office (OTRI) in writing of that intention, to enable it to proceed to make the amendment.

**ARTICLE 11. Termination Of The Agreement.-**

This Agreement may be terminated for the following reasons:

1. By mutual consent of the parties.

The persons in charge of the technical aspects of the project shall notify the University's Technology Transfer Office (OTRI) in writing of that intention, to enable it to proceed to terminate the agreement.

2. Due to acts of God or force majeure.

If for any reason the parties are forced to terminate this Agreement, a notice of termination shall be sent to the other party through a reliable means of communication.

3. The activities that may result from this agreement not achieve a minimum amount of income per year to make it interesting for both parties, will be assessed at the end of each year.

4. Due to breach of obligations.

When one of the parties deems the other party to be in breach of the obligations undertaken in this Agreement, it shall notify that party using a reliable means of communication and indicating the cause of that breach. The other party may cure the breach within thirty days of the date the notice was sent.

5. Anyway the ending of this agreement will not end the supporting compromises and warranty to all clients acquired by the parties in any specific development contracts annexed to this document.

**ARTICLE 12. Disagreement.**

The parties undertake to settle amicably any disagreement that may arise in the development of this Agreement. The aforesaid does not preclude the lodging of any appeals deemed

appropriate in the competent jurisdiction.

In the event of a dispute, the parties agree to submit to the jurisdiction of the Courts of Valencia.

In witness whereof, the parties hereto have executed this Agreement in duplicate counterparts and initialized all of its pages in the place and on the date first set forth above.

**Dr. Esteban Morcillo**  
Rector UVEG

**Tariq Al Shalfan**  
CEO Engage Interactive

Dr. Marcos Fernandez Marín  
Director of ARTEC Group, IRTIC UVEG

Dr. Francisco Alonso Pla  
Director of DATS Group, INTRAS UVEG



## ANNEX 1 Scientific Team

Dr. Marcos Fernandez, Director of the Research Group ARTEC, IRTIC UVEG.  
Dr. Francisco Alonso, Director of the Research Group DATS, INTRAS UVEG.  
Dra. Inmaculada Coma, Researcher of the Research Group ARTEC, IRTIC UVEG.  
D. Jose Vicente Riera, Researcher of the Research Group ARTEC, IRTIC UVEG.  
D. Jesus Gimeno, Researcher of the Research Group ARTEC, IRTIC UVEG.  
Dra. Cristina Esteban, Researcher of the Research Group DATS, INTRAS UVEG.  
Dra. Constanza Calatayud, Researcher of the Research Group DATS, INTRAS UVEG.  
Dr. Angel Egido. Full Professor Université de Angers (France). Member of the Psychologie et Sociologie Appliquées Institut. Associated Researcher of the Research Groups' DATS and ARTEC, UVEG.  
Dr. Cesáreo Fernandez. Audiovisual Communication Professor of the Jaime I de Castellón University. Associated Researcher of the Research Groups' DATS and ARTEC, UVEG.  
Dra. Violeta Manso Pérez. Pedagogue Professor of the University of Salamanca. Associated Researcher of the Research Groups' DATS and ARTEC, UVEG.  
D. Fernando Asencio Baixauli. Industrial Engineering. Associated Researcher of the Research Groups' DATS and ARTEC, UVEG.  
Dña. Monica Alonso. Civil Engineering. Associated Researcher of the Research Groups' DATS and ARTEC, UVEG.  
D. Javier Campoy. Civil Engineering. Associated Researcher of the Research Groups' DATS and ARTEC, UVEG.

