

Date 9th August, 2018

The Government of the Cayman Islands

Tech City Cayman Islands Ltd.

AGREEMENT
relating to
**DEVELOPMENT OF TECHNOLOGY BUSINESSES
IN THE CAYMAN ISLANDS**

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This concession agreement is made on 9th August 2018 (the Effective Date)

PARTIES

The Government of the Cayman Islands acting herein and represented by the Chief Officer of the Ministry Commerce, Planning & Infrastructure, Mr Alan Jones, of the Government Administration Building, 133 Elgin Avenue, Grand Cayman, KY1-9000 Cayman Islands (the **Government**).

Tech City Cayman Islands Ltd., an ordinary resident company incorporated in accordance with the laws of the Cayman Islands, with its registered office situate at 89 Nexus Way, Camana Bay, 4th Floor, Grand Cayman, KY1-9009, Cayman Islands (the **Company**).

RECITALS

- A The Company is "Caymanian owned and controlled" within the meaning of the Local Companies (Control) Law (2015 Revision).
- B The directors of the company Aldin Eugene 'Gene' Thompson, Hareshkumar 'Harry' Lal Chandi and Samir Mitra.
- C Samir Mitra, who lives in Silicon Valley, California, USA, has had a long and distinguished career in the information technology (IT) sector. His achievements include the following:
- He is credited with three US-issued technology patents.
 - While at Sun Microsystems, Inc:
 - he was a key contributor to Japan's NTT-DoCoMo iMode program, the world's first successful mobile internet launched in 1999; and
 - he was a founding member of the team that created Java software and Mobile Java software.
 - He co-founded two high-tech companies in Silicon Valley: (i) Cast Iron Systems, which was purchased by IBM Corporation (NYSE) in 2006), and (ii) Prism Circuits Inc which was purchased by MoSys, Inc, (Nasdaq) in 2009.
 - He is a charter member of TiE Angels whose mission is to invest in seed round or Series A funding of start-up IT companies that have a strong value proposition, a sound business plan and a strong team.
 - He is the CEO and co-founder of Cura Technologies Inc, which is in the business of developing mobile healthcare solutions such as the following: tech-enabled mobile and broadband healthcare applications, patient-care outsourcing services, remote medicine services, patient-care call centres, and virtual healthcare training and education services.

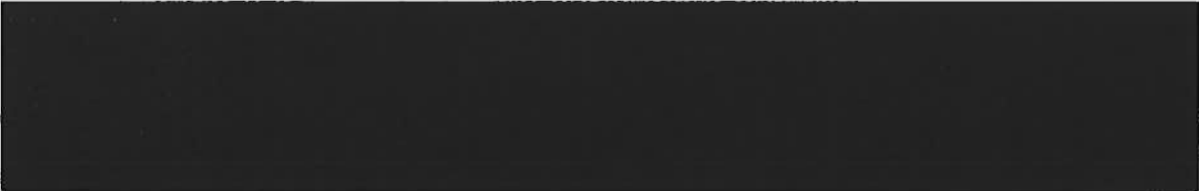


Also, he was a past senior advisor to the Prime Minister of India for Technology and Innovation; he is a current member of India's National Innovation Council; and he advises the Indian Government on national initiatives such as India's Public Information Infrastructure, India's National Optical Fiber Network, the Indian Inclusive Innovation Fund, and, more generally, on national innovation policy and national entrepreneurship policy.

D The Company wishes to advance the development of a vibrant Technology (as defined) sector in the Cayman Islands (the **Vision**) by promoting the Islands as an attractive destination for the following activities:

- the carrying on of IT businesses, both by established Technology enterprises and Technology start-ups;
- the holding of intellectual property (IP), through IP-holding companies; and
- the provision of Technology financing, through Cayman-based financiers (venture capital, private equity, hedge funds etc.) to provide finance to, and/or investment in, Cayman-based Technology companies.

The Company proposes to complement the development of such a Cayman Technology sector (i) by engaging with the Government and other Cayman stakeholders in promoting IT engineering as a career for local students and (ii) by creating programs to link world-class mentors to local IT businesses.



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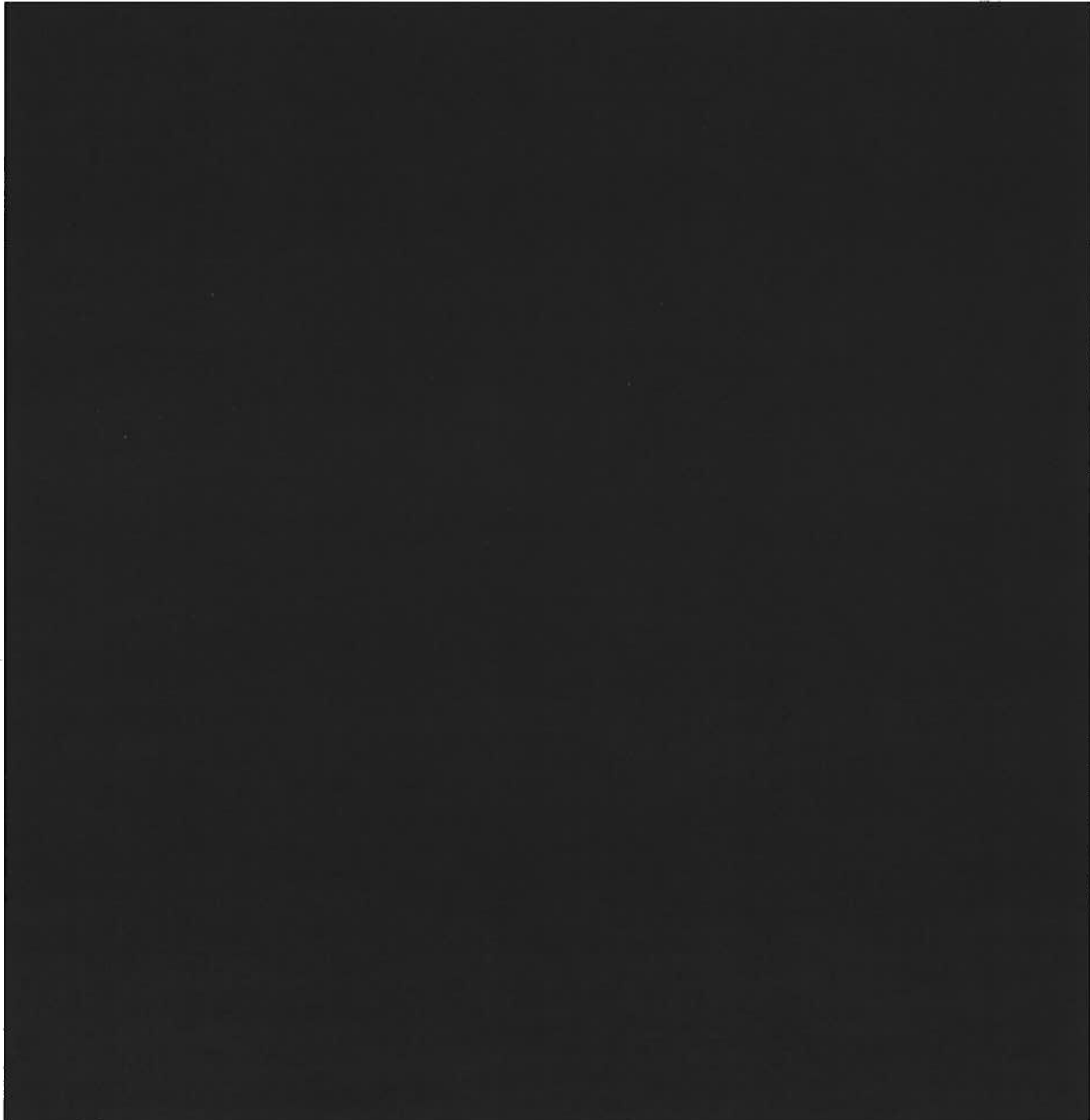
- G The Government is committed to promoting the attainment of the Vision, as its achievement will have very significant economic and social benefits for the people of the Cayman Islands.
- H The parties have agreed to provide certain undertakings for the implementation and execution of the Vision, subject to the terms and conditions of this agreement.

IT IS HEREBY AGREED between the parties as follows:

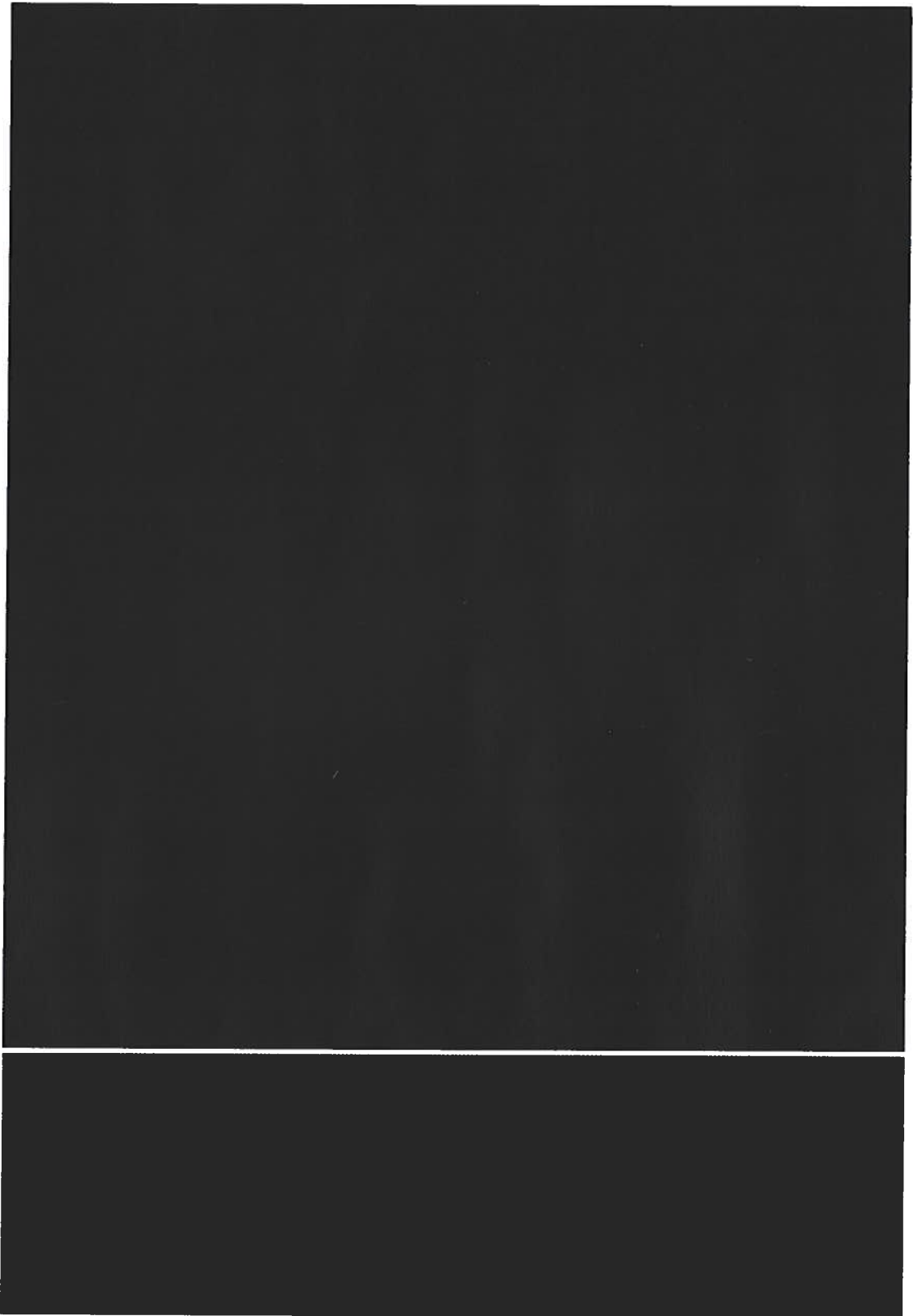
1 The Company's warranty and undertakings

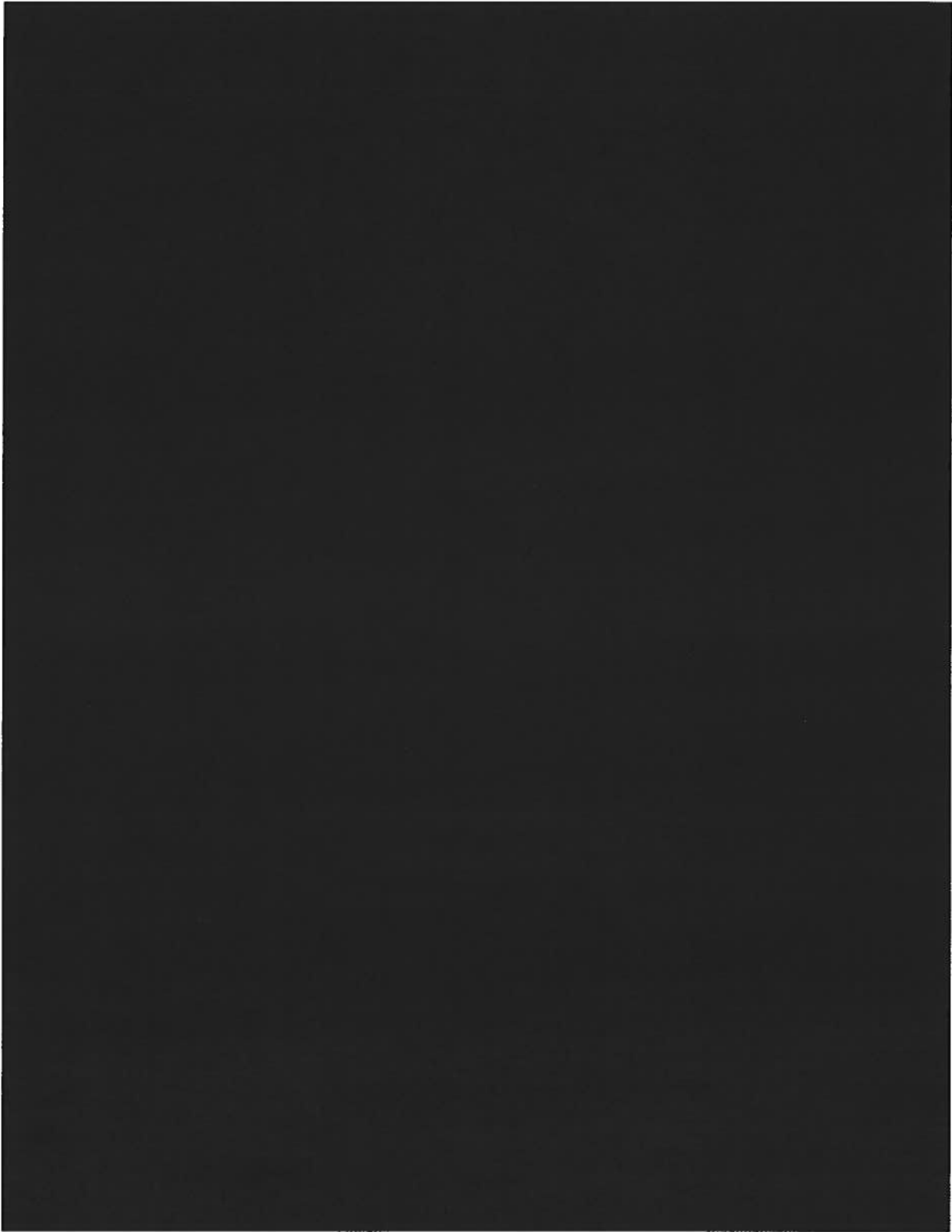
- 1.1 The Company warrants that it is duly incorporated in accordance with the laws of the Cayman Islands and is under the joint control of Samir Mitra, Harry Chandi and Gene Thompson.
- 1.2 The Company warrants that it shall obtain and it shall procure that each Sponsored Enterprise shall obtain, all consents and authorisations necessary under any law or regulation (and do all that is needed to maintain them in full force and effect) to enable it to perform its obligations under this Agreement and to ensure the legality, validity, enforceability and admissibility in evidence of this Agreement in its jurisdiction of incorporation. The Company further warrants that it shall comply and shall procure that each Sponsored Enterprise shall comply with all applicable laws and regulations having legal effect in the Cayman Islands from time to time, save as in respect of any specific concessions or exemptions granted hereunder.
- 1.3 The Company warrants that each Sponsored Enterprise shall have as its principal purpose the carrying on of business mainly outside the Cayman Islands and will be restricted to providing services outside of the Cayman Islands. A Sponsored Enterprise shall not trade in the Cayman Islands with any person, firm or corporation except for purposes that are ancillary to, or in furtherance of, its business carried on outside the Cayman Islands, but nothing in this clause shall be construed so as to prevent such a Sponsored Enterprise from effecting and concluding contracts in the Cayman Islands and exercising in the Cayman Islands all of its powers necessary or expedient for the carrying on of its business outside the Cayman Islands. For clarity the intention of this clause is that while the Sponsored Enterprise will purchase supplies and services locally, it is not meant to compete with locally licensed

businesses in the Technology field carrying on business mainly in the Cayman Islands. For this purpose, the expression "locally licensed business" does not include a business operating within a special economic zone designated under the Special Economic Zones Law (Revised) or another Sponsored Enterprise. For the avoidance of doubt, a local company carrying out business within the Cayman Islands, with the required licenses and authorisations to do so, shall not be eligible to be a Sponsored Enterprise.



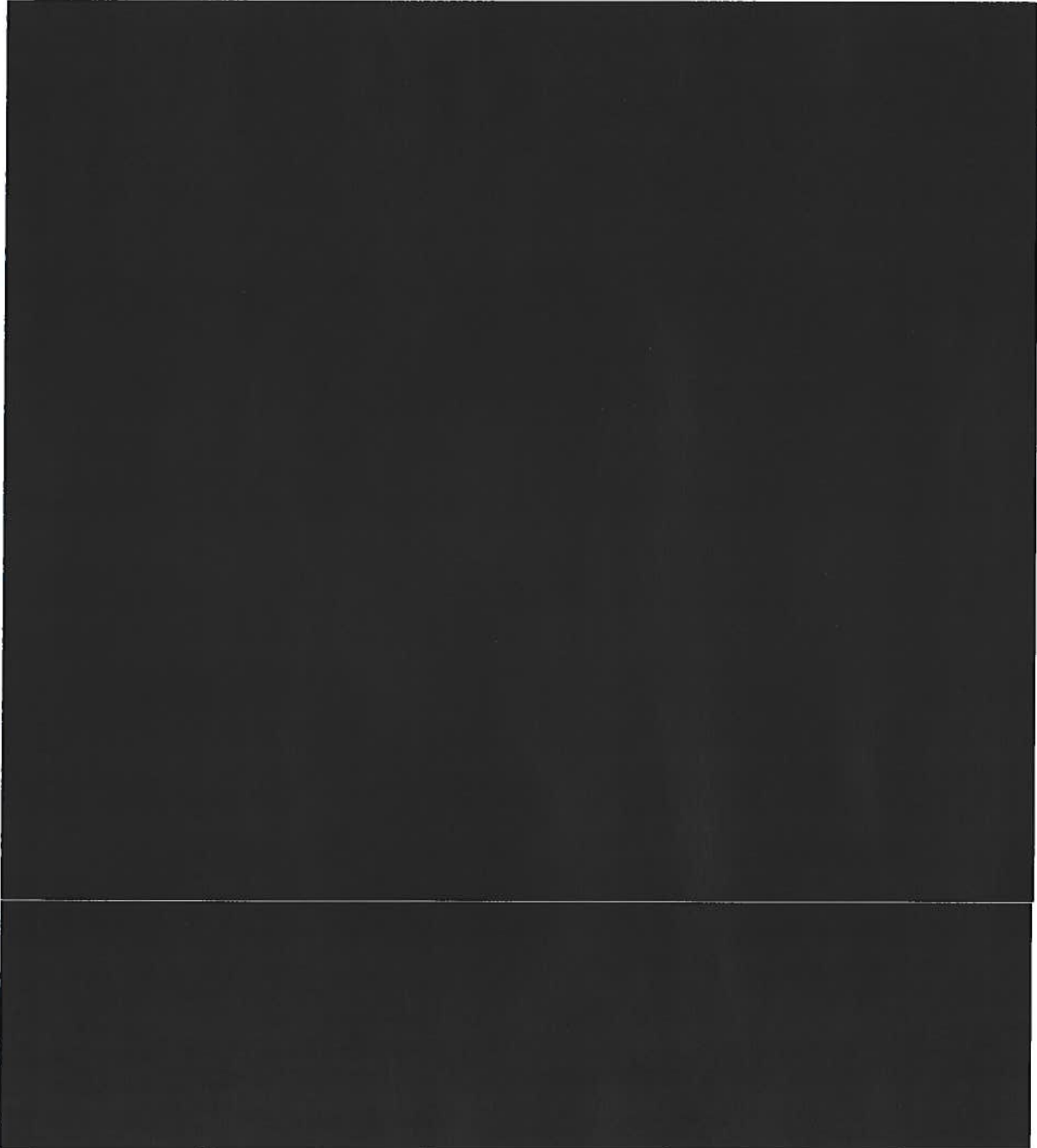
J. J. J.



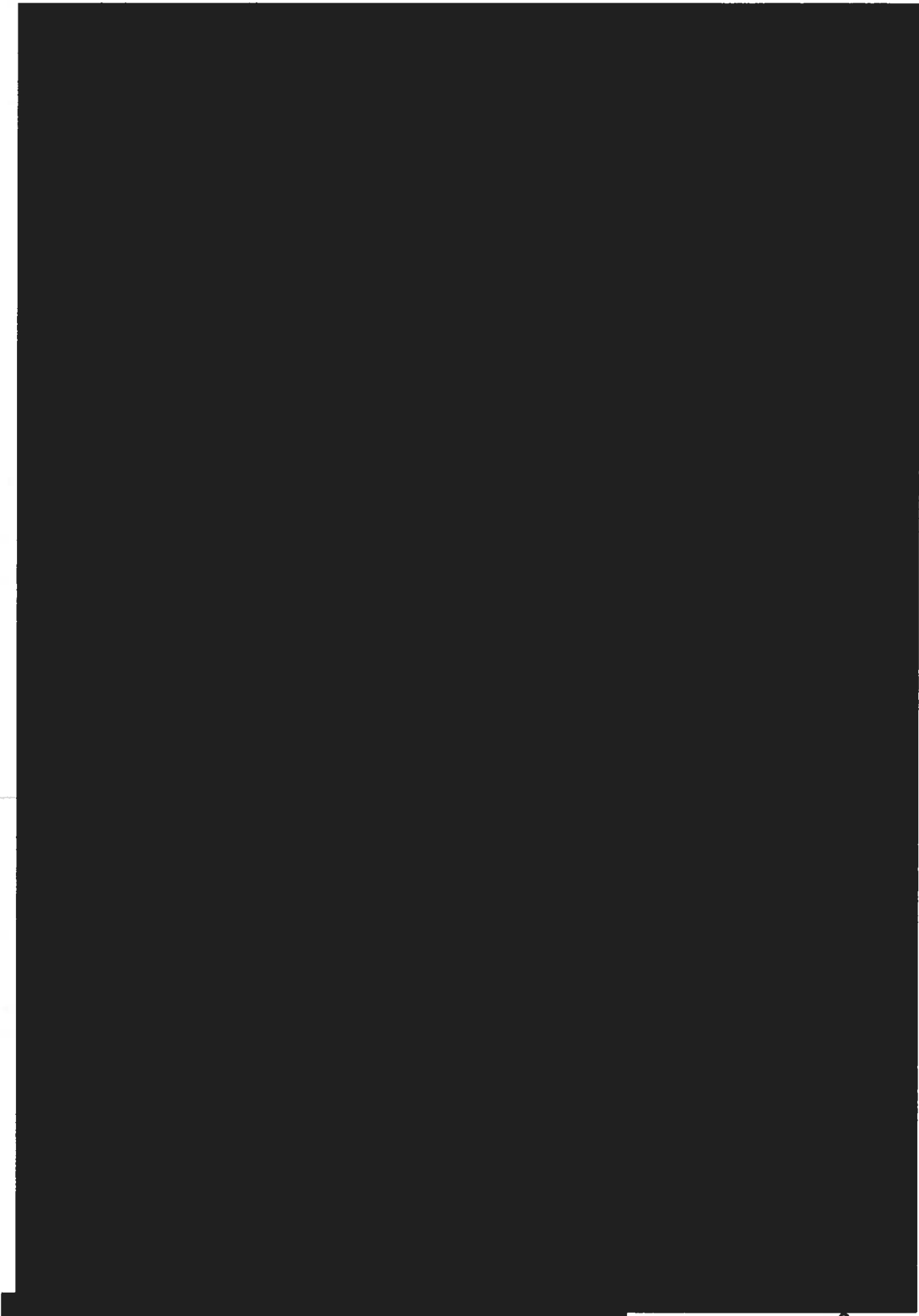


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1.10 The Company commits to participate in the business surveys conducted by the Economics and Statistics Office.

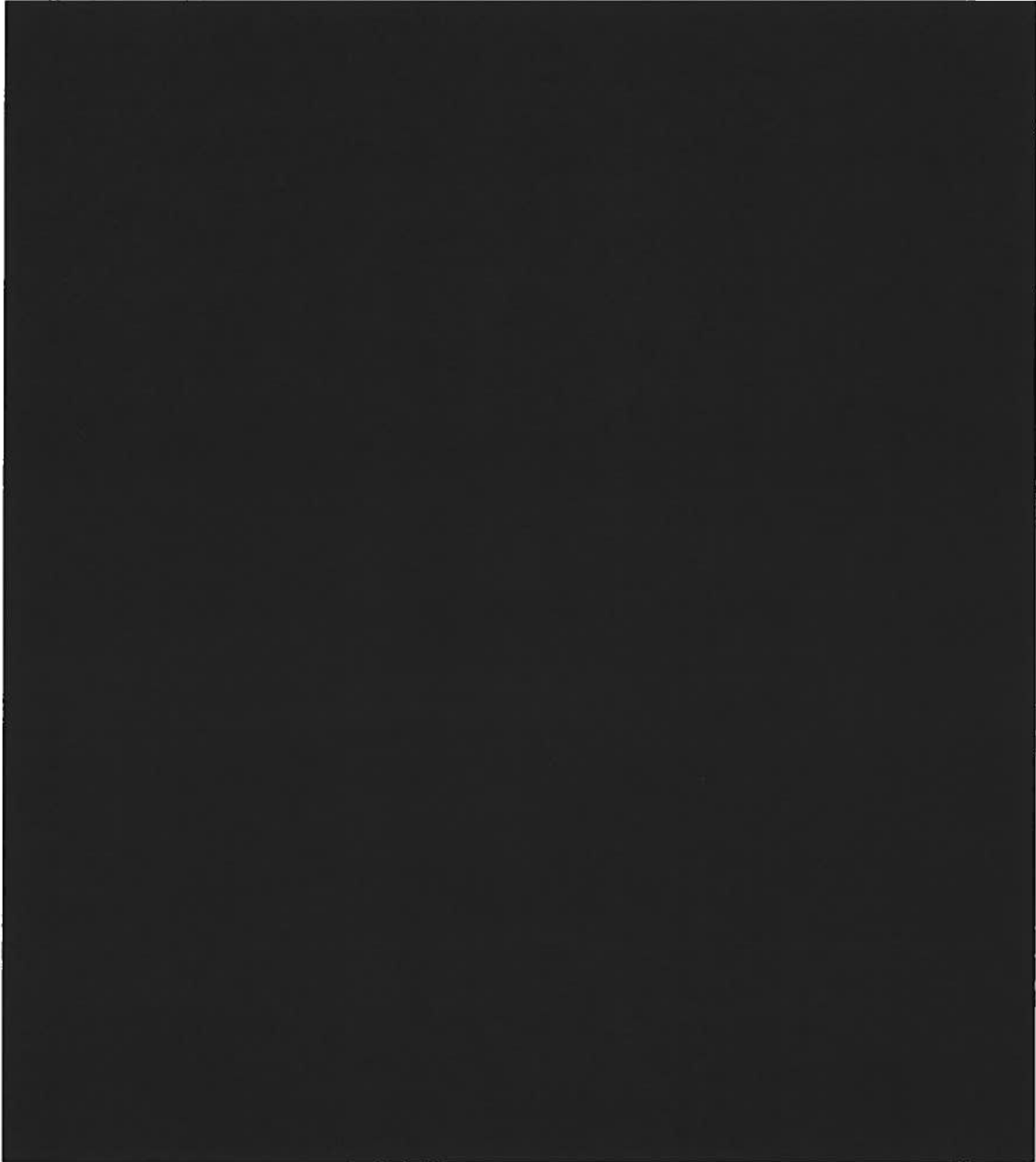


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3 Termination

3.1 Nothing in this clause 3 derogates from the Company's rights under clause 1.5.

3.2 Subject to clause 3.3, notwithstanding any principle of law to the contrary, the Government may not terminate this agreement for any breach of contract by the Company that is capable of being remedied without first giving prior written notice to the Company:

- (a) specifying the alleged breach with sufficient particulars to allow it to remedy that breach; and

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- (b) giving the Company an opportunity to remedy that breach within 6 calendar months of the date that notice is taken to be delivered under clause 16.4.

If the Company fails to remedy the breach within that 6 month period, then, after giving further written notice, the Government may terminate this agreement with immediate effect.

3.3 The Government may by giving written notice terminate this agreement with immediate effect if, at any time after execution of this agreement, any of the following happens to the Company:

- (a) a court order is made, or a resolution is passed, for its winding up; or
- (b) it becomes insolvent or suspends payment of its debts or makes or enters into any assignment, conveyance or arrangement of its assets for the benefit of its creditors (other than a bona fide corporate re-organisation that is not for debtor relief), convenes any meeting of creditors or passes a resolution for winding up or suffers a petition for winding up; or
- (c) it has an administrative receiver or receiver appointed over the whole or part of its assets or suffers the appointment of an administrator.

3.4 Any termination of this agreement does not affect the continuation in force of the parties' obligations under those provisions of this agreement which are expressed to continue in force notwithstanding the expiration or termination of this agreement.

3.5 Subject to clause 3.6 and to any prior written waiver of this provision by the Company, for the purpose of this agreement:

- (a) if a law, regulation or direction passed, amended or issued, as the case may be, to give effect to this agreement is subsequently repealed or varied such that the repeal or variation has a material adverse impact on the Company, that repeal or variation will be taken to be a breach of the Government's obligations under this agreement; or
- (b) if an exemption or concession granted to give effect to this agreement is subsequently revoked or varied without the consent of the Company, that revocation or variation will also be taken to be a breach of the Government's obligations under this agreement.

3.6 For the purpose of determining if inability to meet any of its obligations is beyond the Government's control:

- (a) If the Government is unable to meet any of its obligations by reason of any matter or thing beyond its control such as, without limitation, (i) a law of the United Kingdom that is extended to the Cayman Islands by Order in Council or (ii) a directive, measure, action or order from the United Kingdom, or an obligation arising from an international treaty, convention or other instrument that is extended to the Cayman

Islands, the Government shall not be deemed to be in breach of the agreement and the Company may terminate this agreement by notice in writing.

- (b) If any of the pre-conditions specified in Recital F and referred to in clause 1.34 is not met and the Company elects not to terminate the agreement as provided therein, the Government shall use its reasonable endeavours to satisfy the obligation that corresponds with that condition precedent within a reasonable period of time that, in any event, does not exceed 6 calendar months. Where, after such reasonable period of time has elapsed, the Government is unable to meet its obligation for any reason referred to in sub-paragraph (a), the Government shall not be deemed to be in breach of the agreement and the Company may terminate this agreement by notice in writing.

4 Force Majeure

4.1 Subject to clause 4.2, for the purpose of this agreement, **Force Majeure** means an event or circumstance (including, where applicable, the effects of such event or circumstance):

- (a) that prevents one party from performing its obligations under this agreement; and
- (b) was not anticipated as of the Effective Date; and
- (c) is not within the reasonable control of, or the result of the negligence of, that party; and
- (d) which, by the exercise of due diligence, that party is unable to overcome or avoid or cause to be avoided.

Events of Force Majeure include, but are not limited to, war, earthquake, hurricane, flood or such other adverse weather condition, strikes, lockouts or other industrial action (except where such strikes, lockout or other industrial action are within the power of the party invoking Force Majeure to prevent).

4.2 A cause, event, condition or circumstance that (i) affects the costs of either party complying with its obligations under this agreement, or (ii) merely causes an economic hardship to either party, is not an event of Force Majeure.

4.3 A party affected by an event of Force Majeure must:

- (a) take all reasonable measures to remove that party's inability to fulfil its obligations under this agreement with a minimum of delay;
- (b) notify the other party in writing of that event as soon as reasonably possible, and in any event, not later than 30 days following the occurrence of that event, providing evidence of the nature and cause of that event and the extent to which the event suspends the affected party's obligations under this agreement;

- (c) notify the other party in writing of the restoration of normal conditions as soon as possible; and
 - (d) resume performance of its obligations as soon as possible once the Force Majeure event no longer exists.
- 4.4 If the Force Majeure event continues for a period of 30 days or more, the parties will meet to discuss the basis and terms upon which the arrangements set out in this agreement may be continued, and may agree to suspend further performance of the agreement until the Force Majeure event comes to an end.

5 Confidentiality

- 5.1 For the purpose of this agreement, **Confidential Information** means all information or data (including all oral and visual information or data and all information or data recorded in writing or in any other medium or by any other method) owned by either party, including, without limitation, any information relating to that party's operations, processes, plans, know how (being technical, marketing or commercial information), design rights, trade secrets, technical information, financial plans and records, business operations and procedures, business affairs and Intellectual Property as defined in clause 6. However, the existence and nature of this agreement and its terms and conditions are not Confidential Information.
- 5.2 In relation to the Confidential Information of the other party, each party undertakes to maintain the same in confidence and to use it only for the purposes of this agreement and for no other purpose including, without limitation, commercial use or other use for the benefit of itself or any third party other than as permitted by this agreement.
- 5.3 In relation to the Confidential Information of the other party, each party undertakes not to copy, reproduce, reduce to writing any part thereof except as may be reasonably necessary for the purpose of giving effect to the agreement and any copies, reproductions or reductions to writing so made are at all times be the property of the disclosing party.
- 5.4 All Confidential Information received must be returned to the disclosing party together with any copies at any time on request and in any event on the expiration or termination of this agreement.
- 5.5 Neither party may disclose the Confidential Information of the other party to its employees or to third parties except in confidence to those of its employees, directors or third party advisors who require that information for the performance of its undertakings pursuant to this agreement and on the following conditions:
- (a) those employees, directors and third party advisors are obliged by their contracts of employment or service not to disclose the same; and



- (b) the receiving party must enforce those obligations at its expense and at the request of the disclosing party in so far as breach of those obligations relates to the disclosing party's Confidential Information.

The receiving party is responsible for the performance of clauses 5.2, 5.3 and this sub-clause 5.5 on the part of its employees, directors and third party advisors to whom the Confidential Information is disclosed pursuant to this sub-clause.

- 5.6 Each party must use all reasonable efforts to ensure that all appropriate precautionary measures are put in place to protect the Confidential Information of the other party from unauthorised disclosure, copying or use.
- 5.7 The obligations of confidentiality under this clause 5 do not apply to any Confidential Information disclosed with respect to which the receiving party can prove:
 - (a) that such Confidential Information is in the public domain without any breach by any of the parties of the provisions of this clause 5;
 - (b) it was in possession of such Confidential Information prior to any disclosure by the other party and that this occurred without any breach by any of the parties of the provisions of this clause 5 and/or any applicable and legally enforceable obligation of confidentiality;
 - (c) that such Confidential Information is or was required to be disclosed by any applicable law, any governmental agency or instrumentality or any regulatory or other supervisory body requesting or requiring such disclosure or any stock exchange requirement, regulation or listing requirement.
- 5.8 The obligations contained in this clause 5 continue in force notwithstanding the expiry or termination of this agreement.

6 Intellectual Property

- 6.1 Intellectual Property rights generated by a party under this agreement is the property of that party which will be free to protect, transfer and use that Intellectual Property and the associated rights as it sees fit.
- 6.2 Intellectual Property that is generated by more than one party is jointly owned by those parties (**Jointly Owned Intellectual Property**), and each party is free to use the Jointly Owned Intellectual Property as it sees fit without owing the other party any compensation or requiring the consent of the other party.
- 6.3 Should the Company require any Intellectual Property from the Government, then prior to obtaining access and use of that Intellectual Property, it must apply for permission or a licence to access and use the same on such terms and conditions as the relevant government department with custody and control over that Intellectual Property specifies.

- 6.4 Nothing in this agreement constitutes a transfer of the Intellectual Property rights of one party to another, whether existing or arising in the future and whether or not generated under this agreement.
- 6.5 The Government acknowledges that any Intellectual Property rights that subsist in any material provided by the Company under or pursuant to this agreement remains the sole property of the Company. If new know-how or Intellectual Property evolves or is generated or arises, in whole or in part, from this agreement and is paid for (without reimbursement) by the Company, then the same belongs to the Company unless otherwise agreed in writing by the Company.
- 6.6 The obligations contained in this clause 6 continue in force notwithstanding the expiry or termination of this agreement.

7 Dispute resolution

- 7.1 If a dispute arises out of or relates to this agreement (including any dispute as to breach or termination of this agreement or as to any claim in tort, in equity or pursuant to any statute) the following provisions of this clause 7 will apply.
- 7.2 The party that claims that a dispute (the **Dispute**) has arisen under or in relation to this agreement must give written notice (the **Notice**) to the other affected party specifying the nature of the Dispute.
- 7.3 On receipt of the Notice by the recipient, the parties must first endeavour to settle the Dispute expeditiously by negotiation before commencing any court or arbitration proceedings relating to the Dispute. More particularly, they must consult and negotiate with each other in good faith and, recognising their mutual interests, attempt to reach a just and equitable solution satisfactory to all parties.
- 7.4 Notwithstanding the preceding clause, the parties may agree to endeavour to settle the Dispute expeditiously using dispute resolution procedures such as mediation, expert evaluation or determination or similar procedures agreed by them.
- 7.5 If the parties have not settled the Dispute by any of the above procedures within **42** days from the date of service of the Notice of the recipient, the Dispute must be referred to, and finally resolved by, arbitration in accordance with the UNCITRAL Arbitration Rules (as amended) which Rules are deemed to be incorporated by reference into this clause.
- 7.6 The arbitration is to be effected by a single arbitrator agreed by the parties. If the parties are unable to agree on an arbitrator within 14 days of the end of the period referred to in the preceding clause, any party may apply in writing to the President or the Deputy President for the time being of the Cayman Islands Chapter of the Chartered Institute of Arbitrators, North American Branch, to appoint the arbitrator.
- 7.7 The arbitration must be held in Grand Cayman, Cayman Islands.

7.8 The language to be used in the arbitral proceedings is English.

7.9 Notwithstanding any of the foregoing provisions of this clause 7, any party may at any time commence litigation where that party seeks urgent interlocutory or urgent declaratory relief.

8 Announcements and publicity

8.1 Except insofar as inconsistent with Cayman Islands law, each party agrees to:

- (a) liaise closely with the other concerning any proposal to make and promulgate any publicity, advertisement or other disclosure with regard to this agreement; and
- (b) use all best endeavours to agree the general nature of the content of any publicity, advertisement or other disclosure with regard to this agreement before promulgating it.

8.2 The obligations contained in this clause 8 continue in force notwithstanding the expiry or termination of this agreement.

9 Assignment etc.

9.1 The Company may after receiving the Government's written agreement assign all its right, title and interest in this agreement to any third party, on condition that the assignee assumes the Company's obligations under this agreement whereupon the Company will be discharged from further performance of those obligations. Government's agreement will not be unreasonably withheld.

9.2 The Company shall procure or facilitate the provision of relevant documentation reasonably required by the Government in order to make an informed decision under clause 9.1.

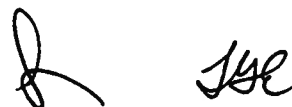
9.3 Subject to clause 9.1, this agreement is personal to the parties.

10 Expenses

10.1 Each party agrees to pay its own expenses (including but not limited to legal, accounting and other professional services) in connection with all negotiations, studies and other actions taken in relation to this agreement and all costs of preparing and implementing the terms of this agreement.

11 Nature of relationship

11.1 The parties acknowledge there is no relationship between the parties of joint venture, partnership, principal/agent or employer/employee and nothing in this agreement is to be construed as implying the existence of any such relationships. Accordingly, neither party has any right or authority to act on behalf of the other party, nor bind the other party by contract or otherwise.

Two handwritten signatures in black ink are located at the bottom right of the page. The first signature is a stylized, cursive 'R' or similar character. The second signature is a more complex cursive signature, possibly 'JSE'.

12 Warranty of authority

12.1 Each party hereby warrants in favour of the other that:

- (a) it has full power and authority to enter into this agreement;
- (b) it has all necessary approvals to enter into this agreement;
- (c) the execution, delivery and performance of this agreement has been fully authorized;
and
- (d) those provisions that are intended to be binding upon it constitute legal, valid and binding obligations on its part, enforceable against it in accordance with the terms hereof.

13 Powers of the Legislature

13.1 Nothing contained in this agreement in will operate to fetter, or is to be taken as seeking in any way to fetter, the exercise of legislative power of the Legislature of the Cayman Islands (as defined in section 59 of the Constitution of the Cayman Islands).

14 Severance

14.1 If any provision of this agreement is held to be illegal, invalid or unenforceable, that provision is to be treated as being severed from this agreement, but the rest of this agreement will not be affected.

14.2 Without derogating from the preceding clause, the parties agree to negotiate in good faith the terms of an alternative provision in place of the deleted provision.

15 Waiver

15.1 The failure or delay of either party to enforce any of its rights or to require the performance of any obligation, responsibility or liability, or to exercise any right, power or remedy under this agreement will not itself be taken as a waiver of that party's rights, obligations, responsibilities, liabilities, rights or powers under this agreement, nor will partial exercise of any such right, power or remedy preclude any further exercise of the same, or of any other right, power or remedy.

16 Preservation of relationship and notices

16.1 Each party agrees to designate up to two individuals to be responsible for maintaining the relationship between the parties, and these individuals may be changed from time to time as necessary.

16.2 On behalf of the Company, these individuals will be Mr. Gene Thompson and Mr. James Bergstrom.



- 16.3 On behalf of the Government, the individual will be Mr. Alan Jones.
- 16.4 Any notice or communication required or authorised by this agreement to be given to a party must be in writing in English, signed by or on behalf of the party giving the same and sent by personal delivery to the recipient's address that appears below. The notice or communication is taken to be given on the business day following the day of delivery.

The Government

Name: The Government of the Cayman Islands
Address: Government Administration Building, Box107
133 Elgin Avenue
Grand Cayman
Cayman Island KY1-9000

Attention: Mr. Alan Jones

The Company

Name: Tech City Cayman Islands Ltd.
Address: c/o - Ogier
89 Nexus Way
Camana Bay
Grand Cayman
Cayman Islands KY1-9009

Attention: James Bergstrom

17 Definitions and Interpretation

17.1 In this agreement, the following definitions apply:

Affiliate in relation to the Company, means any other company:

- (a) that is controlled, whether directly or indirectly, by the Company; or
- (b) that controls, whether directly or indirectly, the Company; or
- (c) that is under common control, whether directly or indirectly, with the Company; or
- (d) formed as a joint venture entity to carry out the Vision or any part of it in which the Company has a shareholding of not less than 51%.

For the purposes of this agreement no entity can be deemed an Affiliate of the Company without the prior written agreement of the Government. Government's agreement will not be unreasonably withheld.

Sponsored Enterprise means any entity:

- (a) established to carry on any one or more of the businesses of the type contemplated by this agreement, within and outside the Cayman Islands;
- (b) which the Company has agreed to sponsor, as contemplated by this agreement; and;
- (c) which has been licensed as provided for in clause 2(a).

Intellectual Property or **IP** means all intellectual creations including, but not limited to, inventions, know-how, layouts, drawings, designs, specifications, computer programs, reports, data, maps, photographs and any other matter in any format or media protected by intellectual property rights, whether registered or not, including patents, designs, copyrights, trade secrets, and all similar proprietary rights and applications for the protection thereof.

Technology or **IT** means computing technology, such as networking, hardware, software, the Internet, data, data banking (i.e. the secure storage for data) or the people that work with these technologies. It also includes all tools, processes, and methodologies (such as coding/programming, data communications, data conversion, storage and retrieval, systems analysis and design, and systems control) and associated equipment employed to collect, process and present such information. It further includes office automation, multimedia and telecommunications.

Term means the term of this agreement:

- (a) commencing on the Effective Date; and
- (b) ending at the expiration of the last of the incentives listed in Schedule 1 to expire in respect of incentives granted to the Company or a Sponsored Enterprise pursuant to this agreement any time prior to 31 December 2051.

17.2 In this agreement, as the context permits or allows, **Company** includes each and every company duly incorporated in accordance with the laws of the Cayman Islands that is an Affiliate of or Sponsored Enterprise of the Company.

17.3 In this agreement, unless the context otherwise requires:

- (a) A reference to any statute or statutory provision includes a reference to:
 - (i) that statute or statutory provision as from time to time amended, extended, re-enacted revised or consolidated whether before or after the date of this agreement;
 - (ii) all statutory instruments, regulations or orders made pursuant to it;
- (b) A reference to any clause, sub-clause or schedule is to a clause, sub-clause or schedule (as the case may be of or to this agreement).



- (c) Headings in this agreement are for convenience only and do not affect the interpretation of this agreement.
- (d) The schedules to this agreement are deemed to be incorporated into and form part of this agreement.

18 Entire agreement

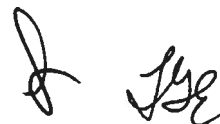
- 18.1 This agreement constitutes the entire agreement between the parties with respect to all matters to which it refers, and it replaces and supersedes all previous agreements, licences, arrangements, writings, statements, representations of fact or opinion, heads of agreement and understandings between the parties with respect to the subject matter of this agreement.

19 Variation

- 19.1 This agreement may not be varied, modified or amended other than by written agreement of the parties.

20 Governing law and jurisdiction

- 20.1 This agreement is governed by the laws of the Cayman Islands and the parties agree to submit to the exclusive jurisdiction of the courts of the Cayman Islands and the courts of appeal from them to determine any dispute arising out of or in connection with this agreement.

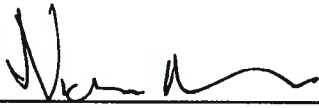
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EXECUTION

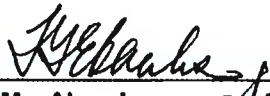
This document is executed as an agreement on the day and year first before written

By the Government

Executed for and on behalf of the)
Government of the Cayman Islands in)
the presence of:)


_____)

Signature of witness)
Name:)
)




Name: **Mr. Alan Jones**
Title: Chief Officer of Commerce, Planning
and infrastructure

By the Company

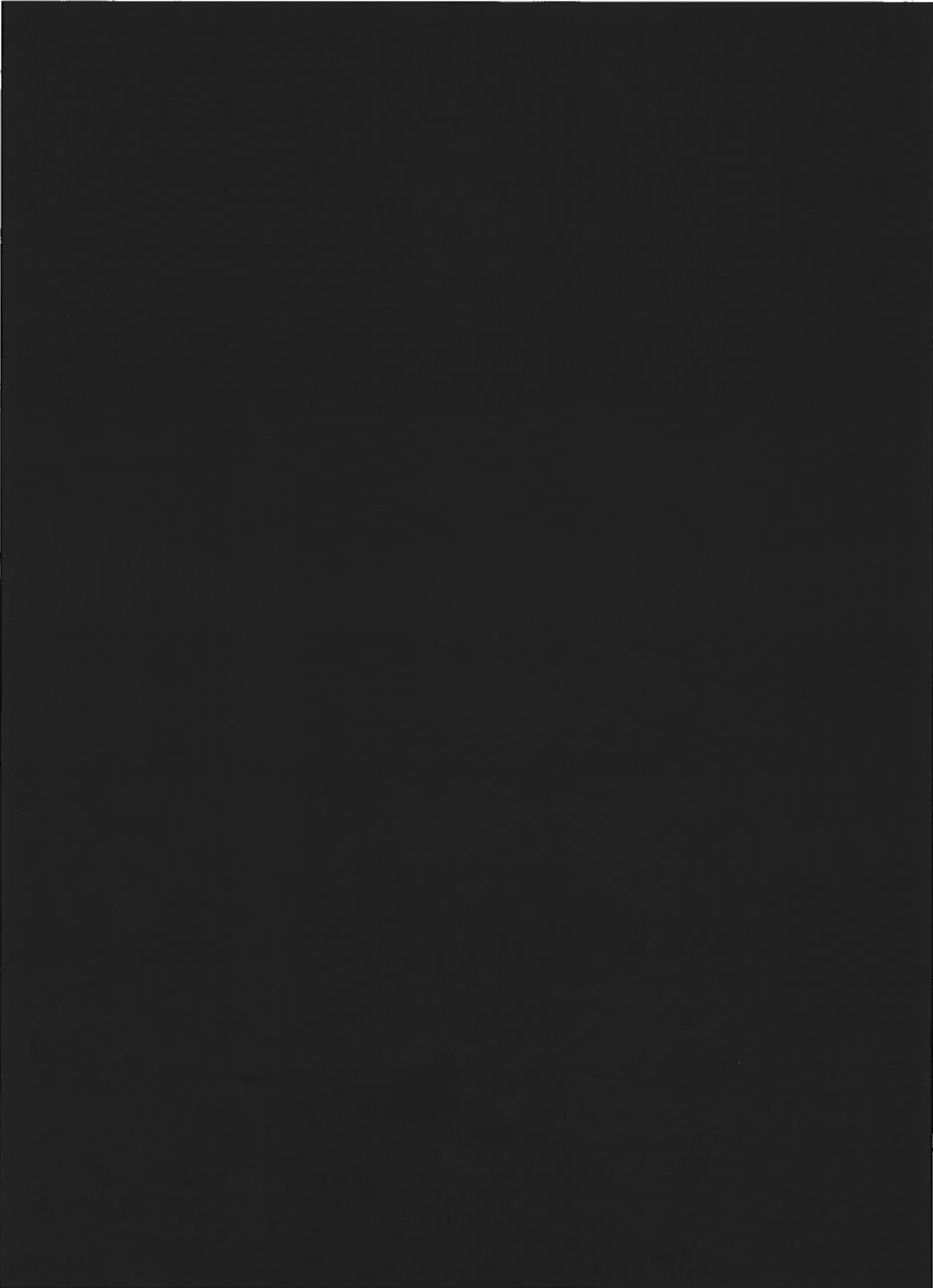
Executed for and on behalf of Tech)
City Cayman Islands Ltd in the)
presence of:)


_____)

Signature of witness)
Name: **SANVI MITRA**)
)



Name: **Gene Thompson**
Title: Director



R JSE



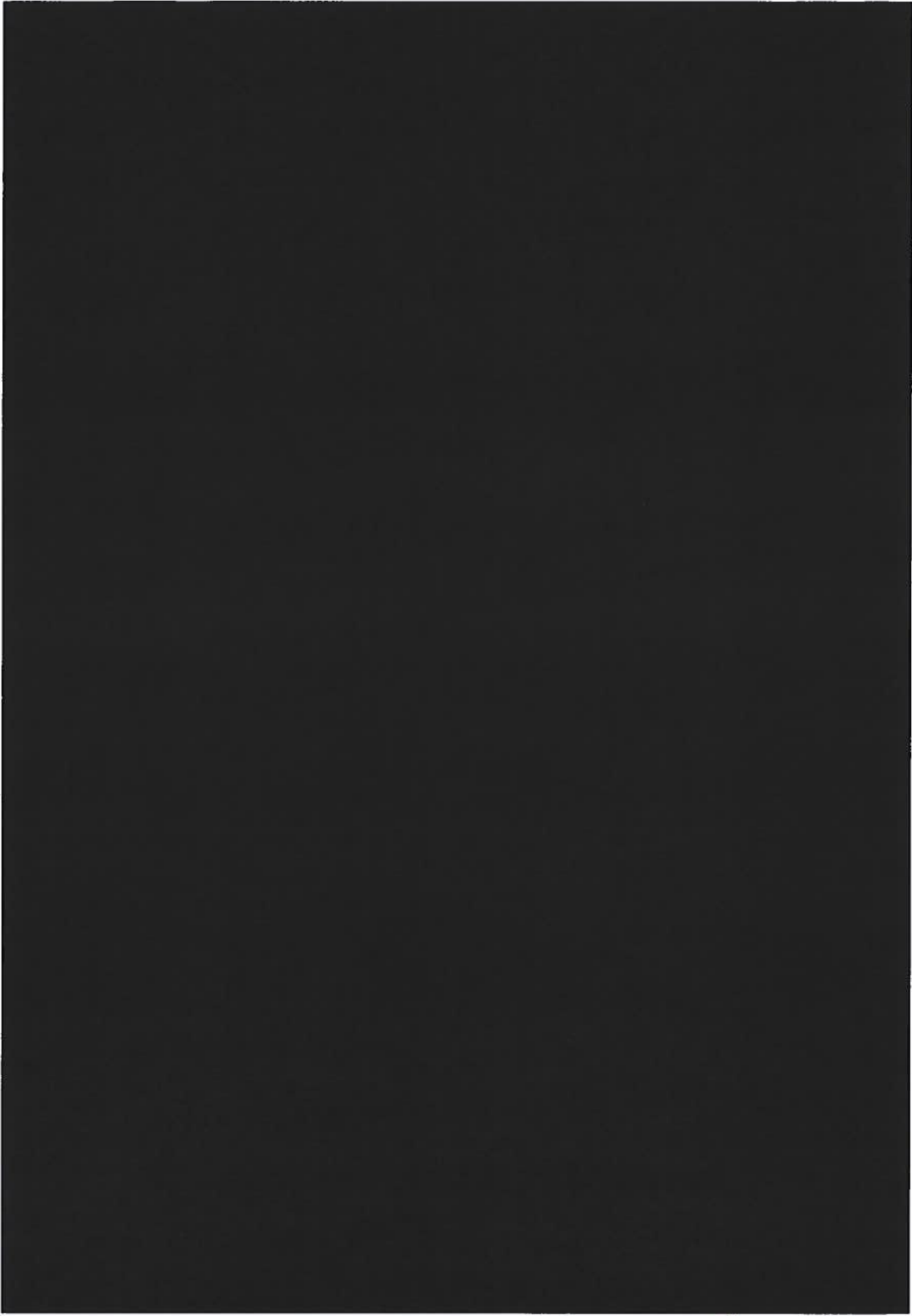
J *JLL*



f *SE*



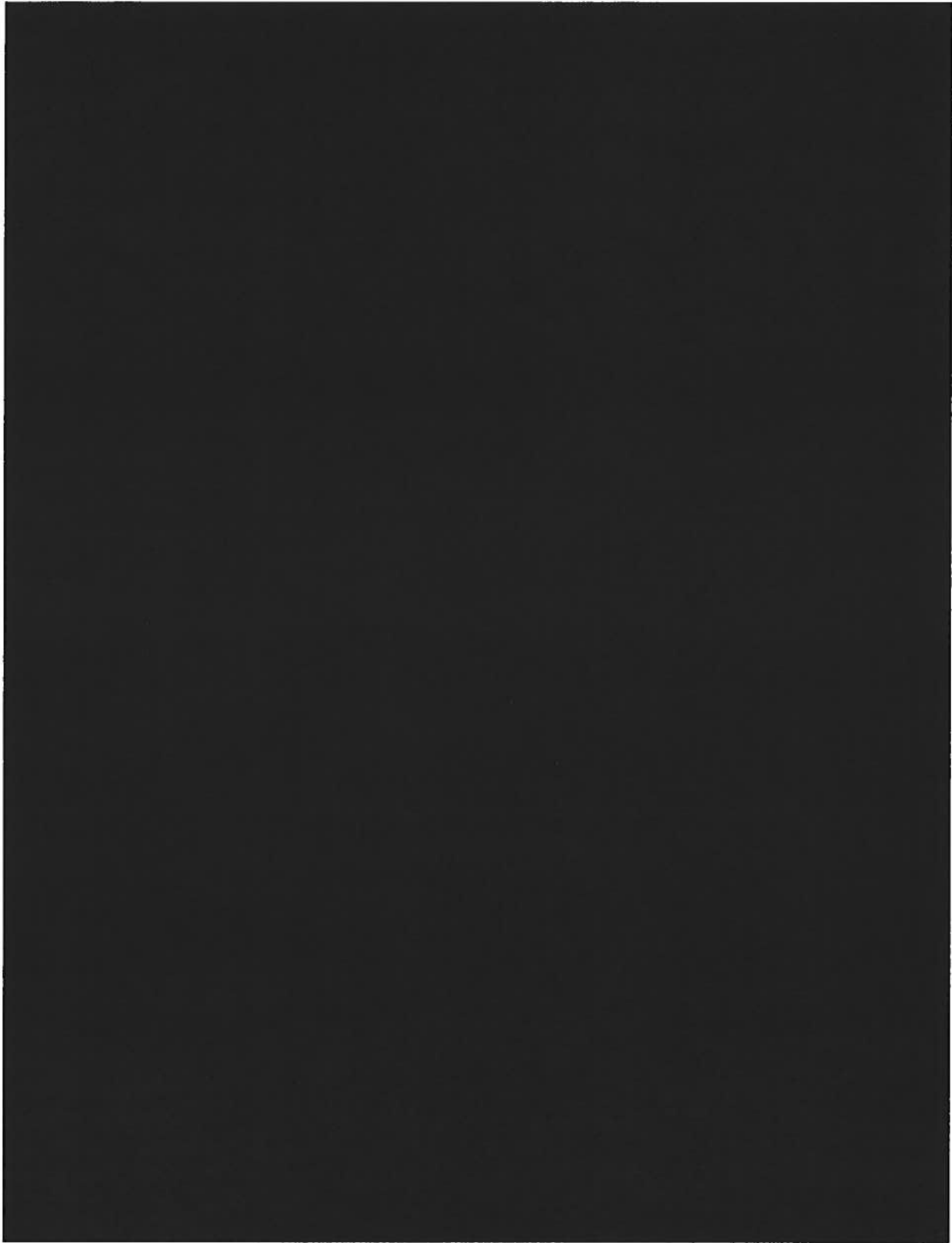
Handwritten signature in blue ink, possibly reading "JSE".



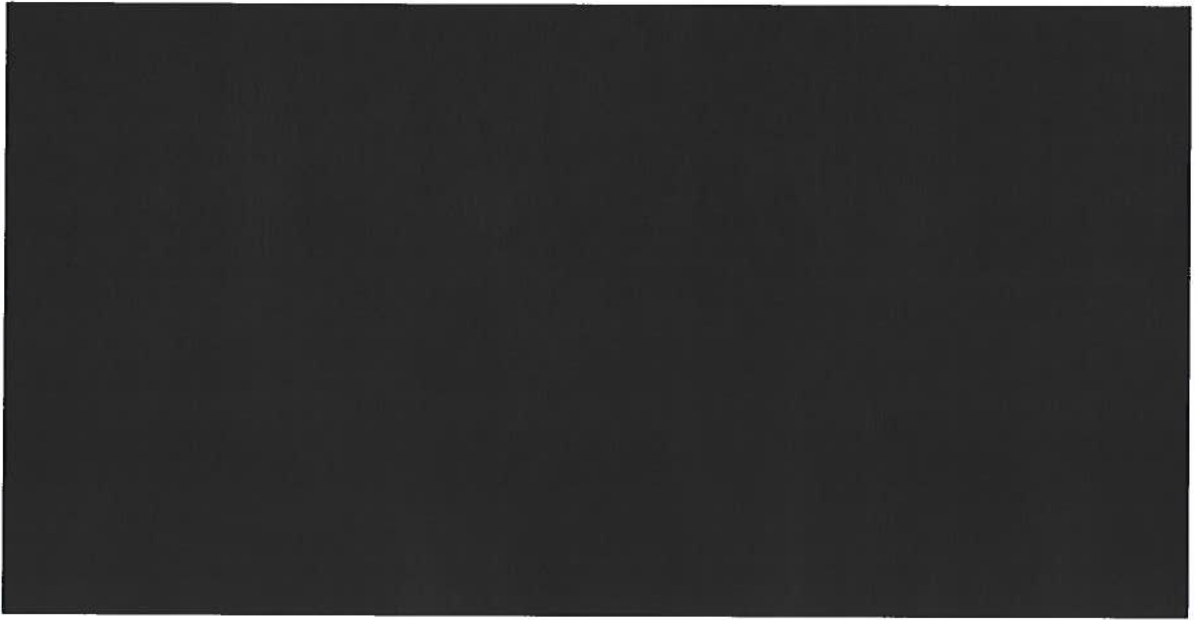
JHE



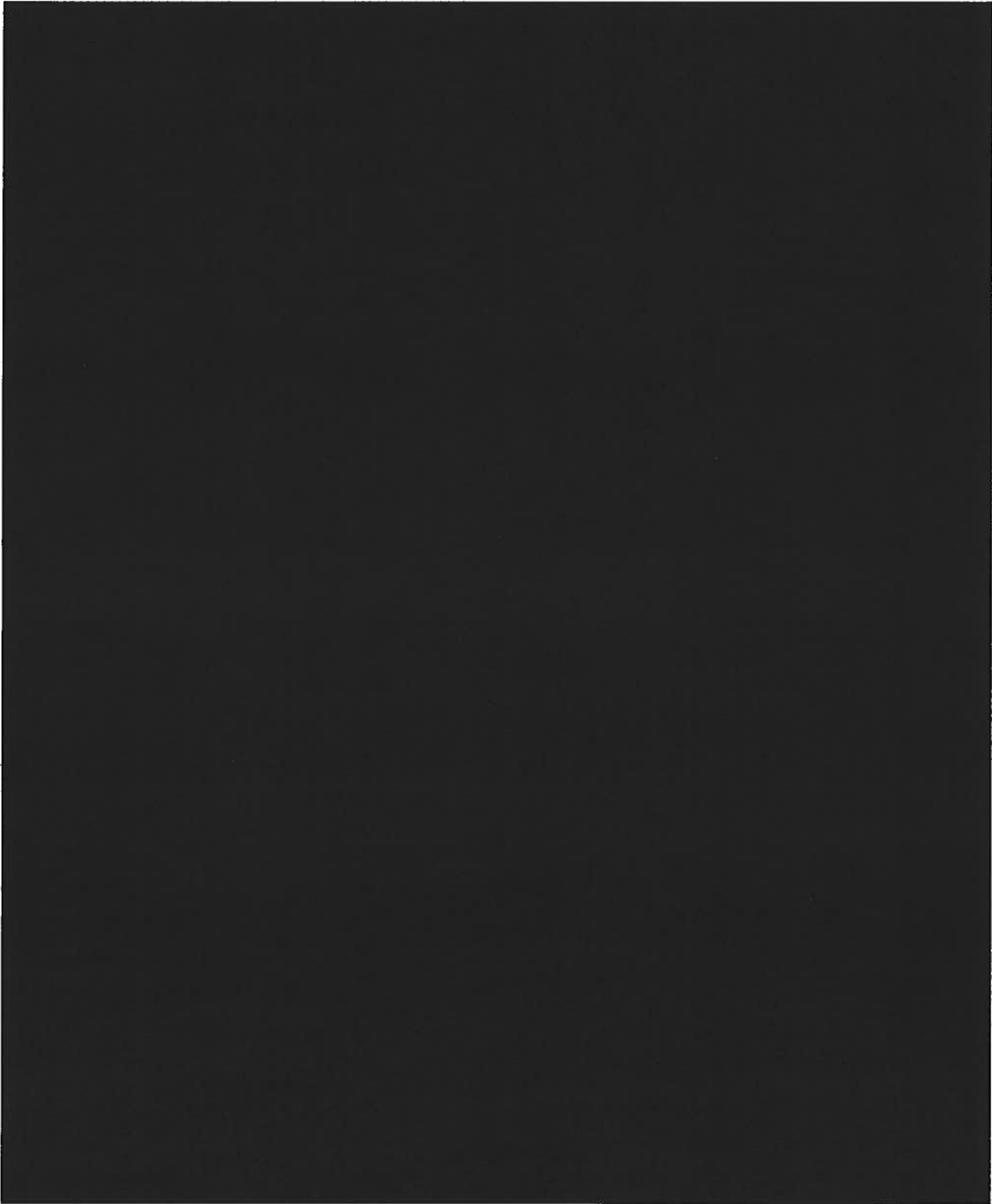
D JSE



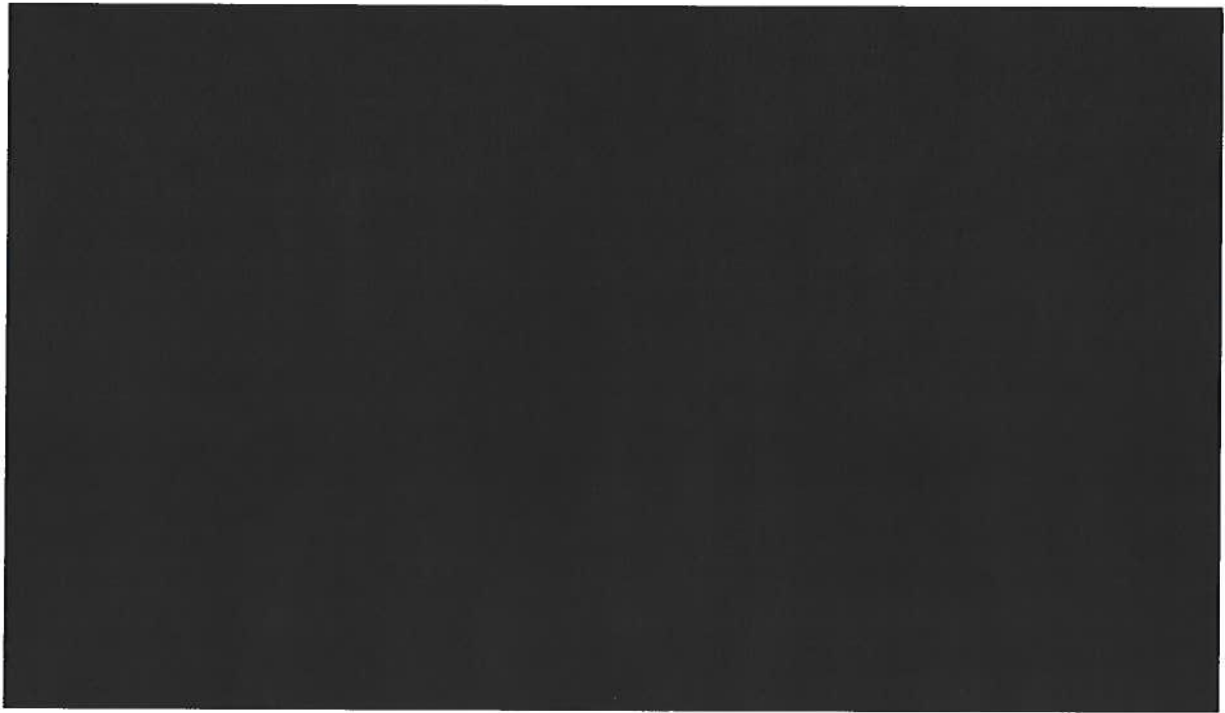
R. J. S.



fr
JE



R JSE



h *148*