

DEALER AGREEMENT

This Agreement (“**Agreement**”) is entered into as of the date of the last signature hereon (the “**Effective Date**”) by and between

ELITE BY CARGA SA DE CV, a **strategic protection technology** company, with registered offices at **Sanchez Taboada 9250 6 Zona Urbana Rio Tijuana, Tijuana Baja California 22010**, hereby duly represented by **Daniel Moreno**, (hereinafter referred to as “**Dealer**”), on the one hand,

and

HT S.r.l., an Italian limited liability company, with registered office in Milano, Via Moscova n. 13, registered before the Companies’ Register of Milan REA n. 1712545 hereby duly represented by David Vincenzetti, CEO, (hereinafter referred to as “**HT**”), on the other hand:

(the “**Parties**”)

WHEREAS

- a) HT is an Italian company operating, inter alia, in the field of IT security consultancy and management and carrying out activities related to ethical hacking, forensic analysis, cryptography, certifications of systems security, risks analysis and control, as well as project and development of offensive security software solutions;
- b) within its activities, HT has created, projected and produced a software solution under the name “Remote Control System”, described in detail in Appendix 1 hereto, (hereafter “RCS” or the “System” as better defined under article 1 below) with regard to which HT is the sole and exclusive owner of all the intellectual property rights;
- c) RCS software enables to attack, screen, gain control of and monitor endpoint personal devices such as PCs and Smartphones.

- d) Dealer is an independent contractor that has developed a valuable commercial experience in the market of communication interception software solutions and systems;
- e) Dealer desires to be granted with the right and license to distribute the Products as better defined hereinafter as a standalone product;
- f) The Parties have agreed that HT will supply to Dealer, and Dealer will purchase from HT, the Product, as defined hereinafter and better described under Appendix 1 hereto, exclusively for resale to End Users who will use it on their own EDP, as defined in Appendix 1 - for lawful purposes which are fully in compliance with the Relevant Laws and Regulations, as defined in article 1 below, and in accordance with the terms and condition provided herein.

NOW THEREFORE, the Parties agree as follows:

Article 1 Definitions

"End-User(s)" shall mean any third-party customer to which Dealer will distribute the HT Products as a standalone product and to whom RCS will be licensed for its own business use and not for resale, remarketing or further redistribution. Dealer acknowledges, accepts and undertakes that End-Users can be only and exclusively government institutions, as time by time approved in advance by HT pursuant to article 2.2 below.

"HW" will mean only the HW defined as "Network Injector Appliance" and/or "Tactical Network Injector" and or "Remote Mobile Infection" [PLEASE CHECK IF ANY OTHER STANDARD HW IS PART OF OUR OFFER] accompanying the System that shall be supplied by HT to Dealer, being agreed that any additional hardware necessary for the proper functioning of the RCS shall be purchased directly by Dealer or by the End User at its own cost and responsibility.

"Product" or " HT Products" or "RCS" or "System" shall mean the software under the name "Remote Control System" that shall be licensed to the End-User, described in detail in Appendix 1.

“Relevant Laws and Regulations” means Italian applicable law and regulations, the applicable law and regulations of the Dealer and of the End User and the applicable law and regulations of any other Country in which the Dealer and End User will use RCS.

“Working Day” means any day other than Saturday, Sunday or bank holiday on which legal business can be conducted in Italy.

Article 2

Subject of the Agreement

2.1. HT hereby grants to Dealer and Dealer hereby accepts the non-exclusive right and license to distribute and generally to market the Product as a standalone product pursuant to the HT EULA for use only and exclusively by the End-Users

2.2. Dealer undertakes to inform HT in writing of any potential End Users to which the Products could be distributed in order to get the prior approval of HT. It is understood that Dealer will not be entitled to present, promote, demonstrate, license and distribute the Products to End-Users which have not been approved in writing and in advance by HT. Once HT has approved the End User, it will be included in the **Appendix 2 “Approved End Users”**.

2.3. Throughout the validity of this Agreement and for one (1) year period after its termination for any reason, Dealer undertakes not to represent, cooperate, license, manufacture, supply, market or sell, directly or indirectly, in the territories where the places of business Approved End Users are located and/or where the business of these latter is conducted, any products that have similar characteristics and which are in competition with HT Products. furthermore Dealer shall not participate, invest in or otherwise be involved, directly or indirectly, with any company that is a competitor of HT.

2.4. Dealer will perform all necessary pre-sale activities such as the preparation of participation to meetings and demonstration to End-Users. Dealer shall bear its own costs associated with such marketing activity and Dealer shall be responsible for the receipt of import/export approval, if applicable, of such materials from the respective country. Dealer undertakes not to utilize any marketing action or material without having obtained, in advance, the written authorization of HT.

2.5. As essential part of its marketing and sales process of the Products with End-Users, in accordance to terms and conditions of this Agreement, Dealer undertakes to distribute the HT Products as a standalone product provided that the Products will be licensed to the End-Users in accordance with the terms and conditions of the end user license agreement of HT that it is herewith enclosed under **Appendix 3** (the “HT EULA”). In particular, Dealer may distribute Products solely by sale of Packages and/or as differently previously agreed in writing with HT for each specific sale. For purposes of this Agreement, a “Package” means physical or electronic media containing HT Product, related used documentation and HT EULA. Dealer shall therefore (i) ensure that any End User accept the HT EULA prior to being granted access to the System and (ii) send original copy of the HT EULA duly signed by the End user to HT.

2.6. Dealer acknowledges that any and all of the trademarks, trade secrets patents and other intellectual or industrial property rights embodied in the Products, as well as the trade name “HT” or “Hacking Team” are the sole property of HT. HT grants to Dealer, a non-exclusive, royalty-free, non-transferable right, during the term of this Agreement, to utilize the now or hereafter existing trademarks, trade names, logos, slogans, and designs (collectively “HT’s Marks” or “Marks”) of HT in connection with the advertising, promotion or licensing of the Products and/or of the HW, save as stated under article 2.4 above. All use of HT’s Marks shall be made consistent and in compliance with the policies related to such HT’s Marks adopted by HT and provided to Dealer. HT shall retain all proprietary and intellectual property rights, title and interest in the HT’s Marks. HT shall retain (i) any goodwill or other benefits arising from the rights granted under this article, and (ii) the right to terminate the rights granted under this article if in its reasonable discretion Dealer’s use of HT’s Marks may tarnish, blur or dilute the value of such HT’s Marks or damage the goodwill associated with the HT’s Marks.

2.7. All HT proprietary and intellectual property rights, title and interest in the Products, the related documentation and the HT’s Marks shall remain that of HT.

2.8. The Products will be offered exclusively under HT’s brand name.

2.9. Dealer shall not permit any unlicensed third party to use the Products, except as specifically authorized under this Agreement.

2.10. Dealer will not disclose the Products or other HT proprietary information to any third party, including End Users and for any and all purposes (including those set forth in article 2.4

and, in any event, including advertising, promotion and marketing purposes), unless such third party (i) has been previously approved by HT and (ii) has entered into a written confidentiality undertakings pursuant to the terms and conditions of which shall be those set forth in **Appendix 5** (the “**NdA**”) prohibiting the disclosure of such information. Copy of such signed NdA shall be immediately sent to HT.

2.11. Dealer will at all times perform hereunder in a professional manner and in accordance with this Agreement and any guidelines provided by HT. Dealer will: (a) conduct business in a manner that reflects favourably at all times on the Products and the good name, goodwill and reputation of HT and/or of HT’s Marks; (b) avoid deceptive, misleading or unethical practices that are or might be detrimental to HT’s Marks, the Products or the public, including but not limited to disparagement of HT or the Products; (c) make no false or misleading representation with respect to HT or the Products; and (d) make no representations with respect to HT or the Products that are inconsistent with this Agreement the HT EULA and/or the related documentation, promotional materials and other literature distributed by HT.

2.12. Dealer shall provide HT at least every quarter with written work reports, containing by way of example but not limited to, any records and information relating to the market conditions, the quantity of Products sold, the development of the customers and of the negotiation with the authorised End Users, as well as any other useful information concerning the marketing of the Products, on the basis of the form attached to this Agreement under **Appendix 5 “Reports”**.

2.13. In case of breach by Dealer of any of its obligations under this article 2 HT shall be entitled to terminate this Agreement according to article 1456 of Italian Civil Code.

Article 3 **Ordering, Delivery**

3.1. Dealer will order the Products from HT through the issuance of purchase orders, which shall be subject to and governed by the terms of this Agreement (“Purchase Orders” or “POs”). The Purchase Order will specify the quantity and type of Products ordered and the desired delivery date.

3.2. Upon receipt of a PO, HT may send to Dealer a written communication in which it shall include the price of the Product set forth in the PO together with an estimation of the delivery

date ("HT Offer"). HT Offer will also indicate the quantity of Products that HT might be able to offer, on the basis of the indications set forth in the PO. Upon receipt of HT Offer, Dealer shall confirm the PO, as amended with HT Offer (the "Final PO"), by signing the Final PO and sending it to HT within 30 (thirty) days from the receipt of the HT Offer ("Order Confirmation"). Any Final PO received by HT pursuant to this Agreement shall be binding and irrevocable for each Party.

3.3. The HW shall be delivered by HT to Dealer according to the EX Works Milan (Incoterms 2010). HT will provide Dealer with necessary information for the purpose of enabling Dealer to take the required preparation actions and arrangements for customs release of HW.

3.4. With reference to RCS, this latter shall be delivered directly to the delivery destination indicated in the Final POs in both the following formats: (i) by permitting to the End User to download the System and (ii) by means of an electronic support.

3.5. The RCS and the HW shall be delivered by HT upon condition that both the following conditions are timely and exactly fulfilled:

- that HT has timely and exactly received the pre-payment, as shall be set forth in the Final PO; and
- that HT has received the HT EULA duly signed for acceptance by the End User.

Article 4

Prices & Payments Terms

4.1 The prices for the Products ("Product Price") shall be paid as specified in the HT Offer accepted by the Dealer with Final PO pursuant to article 3.2 above.

4.2 The prices for Professional Services and the Upgrade Price shall be determined in accordance to article 6.8 ("Professional Services Prices").

4.3 Prices are inclusive of all Taxes except VAT. VAT will appear as a separate item on HT's invoice where applicable.

4.4 The payment of the Products Prices and/or Professional Service Prices shall be made by Dealer by means of wire bank transfer at the deadlines set forth in the Final PO.

4.5 Save as provided in article 4.7 below, in case of delay of the payment of the Products Prices and/or Professional Service Prices and/or Upgrade Price, Dealer shall pay an interest corresponding to the prime rate of the European Central Bank increased of 7 percentage points annually.

4.6 Payment will be made in EURO or in the currency specified in the HT Offer/Final PO.

4.7 In case of breach or delay of the obligation to pay the Products Prices and/or Professional Service Prices and/or Upgrade Fee, HT shall be entitled to terminate this Agreement and/or the Final PO, ipso iure pursuant to article 1456 of Italian Civil Code. Before the payment of any unpaid amount, Dealer is not entitled to make any exception.

Article 5 **Intellectual Property Rights - Confidentiality**

5.1 Nothing in this Agreement represents a conveyance, transfer, assignment or license (except as otherwise expressly provided specifically herein) of any preexisting intellectual property rights from one Party to the other. Furthermore, the disclosure of any confidential information pursuant to this Agreement shall not grant the other Party any express or implied license or right in such confidential information, including without limitation any right or license to any patent, trademark, copyright, trade secret, moral right or any other right recognized by any law or regulation of any jurisdiction worldwide. Each Party agrees that it shall not remove or otherwise alter any of the other Party's trademarks, logos, copyright notices or other proprietary notices or indicia, if any, fixed or attached to the confidential information or any part thereof.

5.2 Dealer must immediately inform HT in writing about any illegal use of the System and/or Product or in violation of the provisions of this Agreement and/or the HT EULA which Dealer might be aware of during the validity of this Agreement. In case of any eventual action started by HT against third parties illegally using the System and/or the Product, Dealer hereby undertakes to provide HT with every reasonable support as well as with any specific support as may be requested by HT.

5.3 It is further agreed that:

- 5.3.1 In the event HT or Dealer shall become aware of a breach by the End-User of any of the license terms set forth in the HT EULA, Dealer shall, at the request of HT, promptly assist HT in enforcing HT's rights and in ensuring that the End-User adheres to the license terms of the HT EULA.
- 5.3.2 Dealer undertakes to promptly inform HT in writing of any such alleged breach by the End-User and provide HT with all information and assistance which is available and is useful for the purposes of enabling the enforcement of HT's rights as set forth above.
- 5.3.3 All HT proprietary and intellectual property rights, title and interest in the RCS, in the related and accompanying documentation and in HT's Marks, trademarks, trade names, logos, slogans, and designs shall remain that of HT..

5.4 Dealer undertakes:

- (i) not to copy, not to modify, and/or de-assembly RCS or incorporate part of itself, totally or partially, in other programs and/or products without HT previous written consent;
- (ii) not to undertake, cause, consent and/or authorize the modification, the creation of derived works, the translation, the reverse engineering, the decompile, the de-assembly of RCS;
- (iii) not to make available or however consent the access or the use of RCS to third parties other than the End User, provided that this latter has duly signed the Nda.;
- (iv) to utilize RCS not for military and/or similar purposes, and in any case exclusively for lawful purposes, which are fully in compliance with the Relevant Laws and Regulations, adopting all necessary devices and carrying out all the actions and behaviors in order to utilize RCS for lawful purposes and, in particular, guaranteeing that RCS shall not be utilized to consent an illegal access to information system, to distort the data and the programs hereby contained or damage the integrity and the functionality of information systems, to try to illegally clear safety precautions;
- (v) to adopt all the safety precautions suited in order to assure and guarantee the necessary confidentiality about the content of RCS, in such a way that HT rights shall not be prejudiced;

- (vi) to previously inform its own employees and/or third parties which have legitimate access to RCS about the confidentiality obligations of the Dealer and of the End User.

5.5 It is understood that the only obligations and liabilities undertaken by HT vis-à-vis the End User are exclusively those set forth in the HT EULA and under no circumstance will HT be obligated to provide the End-User with any additional software and/or services of any type. Should the End-User shall have any claims and/or demands with reference to obligations different than those stated in the HT EULA:

- a) HT shall inform Dealer;
- b) Dealer shall at its own cost and expenses handle and resolve such claim/demand directly with the End-User.

In the event HT shall incur any costs or expenses in relation to such claims and/or demand, Dealer shall reimburse HT for any costs or expenses or damage actually incurred by HT with respect to such claims and/or demands made by End-User.

5.6 Dealer cannot sub-license or however - in any form and modality – assign and/or sub-assign RCS to third parties other than the End User.

5.7 Each Party retains ownership of all intellectual property rights in its products. Nothing in this Agreement represents a conveyance, transfer or assignment. In particular each Party is, shall be and shall remain the sole and exclusive owner of the intellectual property rights of its products and of the consequent economic utilization rights, the content of which is the Party's trade secret.

5.8 Confidential information in this Agreement means any and all technical, financial or commercial information stated by either Party to be confidential or confidential in nature, provided, however, that the term "Confidential Information" shall not include any information which:

- (a) was already known to the receiving Party at the time of disclosure by or on behalf of the other Party; or
- (b) at the time of disclosure to a Party is part of literature or other sources of knowledge accessible to the public or which after such disclosure becomes part of literature or other sources of knowledge accessible to the public,

without the culpable negligence or action of the other Party, its employees or third parties it is responsible for; or

- (c) was available to the receiving Party from a source other than the disclosing Party, provided that such source is not under any confidentiality obligation to the disclosing Party; or
- (d) is developed by a Party independently of any information disclosed by or on behalf of the disclosing Party.

Each Party shall keep in strict confidence all Confidential Information obtained from the other Party in the course of performance of this Agreement.

Each Party may disclose Confidential Information to its employees and to third parties only to the extent strictly necessary for the performance of this Agreement or as required by law. A disclosing Party shall cause its employees and third parties to observe the obligations of this Article 5.9.

Each Party shall store away carefully the Confidential Information disclosed by the other Party and shall take reasonable measures to prevent disclosure to unauthorized parties. A receiving Party shall copy the Confidential Information disclosed by the other Party only to the extent that this is necessary in the context of the purpose.

The obligations contained in this Article 5.9 shall survive any termination or expiration of this Agreement.

5.9 Furthermore, the disclosure of any Confidential Information pursuant to this Agreement shall not grant the other Party any express or implied license or right in such confidential information, including without limitation any right or license to any patent, trademark, copyright, trade secret, moral right or any other right recognized by any law or regulation of any jurisdiction worldwide. Each Party agrees that it shall not remove or otherwise alter any of the other Party's trademarks, logos, copyright notices or other proprietary notices or indicia, if any, fixed or attached to any confidential information or any part thereof.

5.10 In case of breach by Dealer of any of its obligations under this article 5, HT shall be entitled to terminate this Agreement *ipso iure* pursuant to article 1456 c.c.

Article 6

Warranties – Maintenance

6.1 The Parties acknowledge and confirm that warranties and maintenance terms and conditions with reference to the System - vis-à-vis Dealer and End-Users - are and shall be only and exclusively those set forth in the HT EULA that the Dealer declares to accept as part of this Agreement. Except as expressly set forth in the HT EULA, no other warranties either express or implied are made with regard to RCS including, but not limited to any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement. HT does not warrant, guarantee or make any representation regarding the use of or the results of the use of RCS in terms of correctness, accuracy, reliability and does not warrant that the operation of RCS will be uninterrupted and/or error free.

6.2 To the maximum extent permitted by article 1229 of the Italian Civil Code, in no event shall HT (including its and their directors, officers, employees, and agents) be liable for any damages, including, but not limited to, any special, direct, indirect, incidental, exemplary, or consequential damages, expenses, lost profits, lost savings, business interruption, lost business information, or any other damages arising out of the use or inability to use the RCS. The Dealer acknowledges that the applicable fees and prices reflect this allocation of risk.

6.3 Notwithstanding HT's liability in accordance with article 1229 of the Italian Civil Code, in no event HT's overall liability for a breach of this Agreement and/or HT EULA shall exceed the total value of all monies received by HT from the Dealer for RCS.

6.4 HT shall never be liable with regard to the use of RCS made by the Dealer and/or End User in breach of this Agreement or for any purposes that is in violation of the Relevant Laws and Regulations, nor for unlawful activities and acts, nor for another liability, for direct, indirect damages caused by the use by the Dealer and or End User or by the incapacity to use RCS.

6.5 HT's liability to indemnify the Dealer will be reduced proportionally to the extent that any negligent act or omission of the Dealer and/or End User contributed to the relevant liability, loss or damage, or loss or expense.

6.6 Dealer, at its own costs and charge, shall keep HT (and its directors) harmless and indemnified with reference to any loss, cost, civil and/or criminal liability, claim, action of third parties, including judicial authority, damage, expenditure (including, but not limited to, fines, pecuniary sanctions and any other reasonable legal expenses and costs) that shall be due to action, omission (including omissions to make use of updates and/or patches released by RCS), tort, negligence, gross fraud of the Dealer and /or End User, its directors, employees, agents or consultants using RCS. In relation to the HW to be eventually provided as part of the Product, HT shall transfer to Dealer the warranty and maintenance entitlements as provided by the HW manufacturer, being agreed that HT is and shall not be responsible or liable with reference to the HW, its functionalities and eventual defects..

6.7 Dealer is aware and acknowledges that the System must not be installed on and/or sent by means of any kind of electronic support to any personal computer belonging to third parties, without having obtained the previous and express consent of these latter parties, unless this consent is not required under the applicable law or regulation. Dealer shall ensure the proper use of the Product, including but not limited to assuring proper operating environment.

6.8 Should, throughout the validity of this Agreement, (i) HT release an Upgrade, upon Dealer's written request to purchase and receive such Upgrade, Dealer agrees to pay the amount agreed with HT for such Upgrade ("**Upgrade Price**") (ii) Dealer needs additional services such as training or professional services in addition to the Maintenance Services and/or Upgrade (the "**Professional Services**"), Dealer will send a request for quotation in writing to HT and HT will, at its own discretion communicate to Dealer its availability to perform the requested Professional Services, providing Dealer with the relevant quotation; if Dealer accepts the HT quotation then Dealer shall send an official order to HT which, when accepted by HT, shall be an agreement governed by terms and conditions set forth in this Agreement.

6.9 Dealer shall be responsible and liable vis-à-vis the End User with reference to the maintenance of the RCS, being agreed that (i) HT shall not be responsible or liable vis-à-vis the same End User to this respect and that, in any case (i) Dealer shall not offer to End User nor agree to provide any maintenance of the RCS at terms and conditions different than those set forth in the HT EULA.

6.10 In case of breach by Dealers of one or more of its obligations set forth in this article 6, HT shall be entitled to terminate this Agreement according to article 1456 c.c.

Article 7

Term and Terminations

7.1 This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years ("Initial Term"), unless terminated earlier as provided for herein. Thereafter, this Agreement shall automatically be renewed for succeeding one (1) year periods ("Renewal Term(s)") unless either Party gives the other sixty (60) days written notification of non-renewal prior to the end of the then current term or unless terminated earlier as provided for herein.

7.2 HT shall be entitled to terminate this Agreement, at any time and for any reason or cause, by giving (90) days written notice of termination to the Dealer.

7.3 It is also agreed upon that, any change of the Dealers's company stock holding or management must be communicated in writing, with a congruous prior notice, to HT, that, in case of assignment of the major part of the stock holding as well as in case of change of the Dealer's company control and managerial composition, has the discretionary right to terminate this Agreement with immediate effect. In case of breach of the Dealer of its obligations pursuant to this article 7.3, HT shall be entitled to terminate this agreement according to article 1456 c.c.

7.4 Termination by HT in accordance with the rights contained in this article 7 shall be without prejudice to any other rights or remedies of HT accrued prior to termination.

7.5 Without prejudice to any further remedies provided by the law and this Agreement in favor of HT, should this Agreement be terminated for any reason or cause, the following provisions, among others, shall govern the obligations of the Dealer upon termination:

- Termination shall not operate as a release from or otherwise affect any obligations incurred by Dealer prior to the effective date of such termination; provided, however, that indebtedness of Dealer to HT of any kind shall become immediately due and payable on the effective date.

- Upon the effective date of termination, Dealer shall discontinue the use in any manner of any HT's Marks and refrain from using any name, trademark, trade name, or slogan which so nearly resembles a trademark as to be likely to lead to confusion or uncertainty and/or make it appear that Dealer is an authorized dealer of HT
- Any Final PO not delivered prior to the giving of notice of termination or non-renewal of this Agreement, shall be automatically terminated
- Not later than fifteen (15) days after the effective date of termination, Dealer shall return to HT any property of HT in Dealer's possession or under its control, including, without limitation, all manuals, books, catalogues, reference books, bulletins, mailing lists, pamphlets, signs, or other materials which relate to the sales, marketing, advertising, promotion, specifications, or performance of, or trade secrets or other confidential or proprietary information relating to HT and/or the Product.
- In addition to any other rights HT may have pursuant to applicable law, any breach by Dealer of its obligations set forth in this article 7.5 shall subject Dealer to liquidated damages equal to three times the amount of business generated with the Dealer, save the right of HT to claim for further damages.

7.6 HT may also terminate this Agreement, effective immediately upon the receipt by the other party of written notice, should

- (i) the other party and/or the End User be located and/or perform their activities in Countries involved in wars, threat of or preparation for war, armed conflict and/or subject to imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions
- (ii) the End User do not comply with the End User's obligations pursuant to the HT Eula and/or HT terminate, for any reason or cause the HT Eula,

being specified and agreed that should HT terminate this agreement as a consequence of the above circumstances nothing shall be due from HT to the Dealer for any reason or cause.

Article 8

Custom procedure, Fees, Duties and Taxes

8.1 Dealer shall ensure that the End-User is aware that it is responsible for customs clearance of the equipment of the System and/or the Product, and that it shall bear all fees, taxes, duties and charges imposed in the End User's country. Prior to and as condition precedent to delivery of RCS, Dealer shall issue and provide HT with a signed HT EULA.

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HT S.r.l.

Headquarters: Via della Moscova, 13 20121 Milano

Tel: +39.02.29060603 – Fax: +39.02.63118946

e-mail: info@hackingteam.it – web: <http://www.hackingteam.it>

P.IVA: 03924730967 – Capitale Sociale: € 223.572,00 i.v.

N° Reg. Imprese / CF 03924730967 – N° R.E.A. 1712545

Article 9 **Force Majeure**

9.1 Neither Party will be liable to the other Party for any alleged or actual loss or damages resulting from delays or failures in performance caused by acts of the other Party, earthquake, fire, flood, epidemic, quarantine, energy crisis, strike, labor trouble, war, riot, terrorism, accident, shortage, export or import restrictions, delay in transportation, or any other cause beyond the reasonable control of the Party whose performance is so delayed.

Article 10 **Governing Law**

10.1 This Agreement is governed by Italian Law.

Article 11 **Settlement of Dispute**

11.1 All the disputes arising out of or related to the present Agreement, shall be settled by arbitration under the Rules of the Chamber of Arbitration of Milano (the “**Rules**”), by one arbitrator, appointed in accordance with the Rules. The Arbitral Tribunal shall decide in accordance with the rules of law of Italy. The seat of the arbitration shall be Milan. The language of the arbitration shall be English.

Article 12 **Legal Address of the Parties**

12.1 All the notices and correspondence of the Parties shall be sent to each other in writing (registered letter or certified email or fax) at the addresses set forth in this article 12 or at such other address as may be given by either Party to the other in writing.

ELITE BY CARGA SA DE CV

Address: Sanchez Taboada 9250 6 Zona Urbana Rio Tijuana

Tijuana Baja California 22010

Tel. +52 6646080227

HT

HT S.r.l.

Address: 13, Via della Moscova

20121 – Milano, Italy

Tel. +39 0229060603 - Fax. +39 0263118946

Certified email address:

Article 13 Miscellaneous

13.1 Any amendments to this Agreement and or to its Appendix hereto shall be effective if executed in writing and signed by the Parties.

13.2 Neither Party shall be entitled to assign its rights nor duties hereunder to a third party without the other Party's prior written consent.

13.3 The relationship of the Parties is solely that of independent contractors, and nothing contained herein is intended or will be construed as establishing an employment, agency, joint

venture, partnership, and/or any other business relationship. Each Party will, at all times during the term of this Agreement, act as, and represent itself to be, an independent contractor, and not an agent or employee of the other Party.

13.4 This Agreement is intended as the complete, final and exclusive statement of the terms of agreement between the Parties and supersedes any and all other agreements between them relating to the subject matter hereof. This Agreement may not be modified except in a writing duly executed by both Parties.

13.5 This Agreement is executed in English.

13.6 Premises and Appendices to the present Agreement shall be considered as its integral part hereof.

13.7 A waiver of any default hereunder or of any of the terms and conditions of this Agreement will not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but will apply solely to the instance to which such waiver is directed.

13.8 In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions will in no way be affected or impaired thereby.

13.9 General Sale and Purchase Conditions eventually arranged by the Parties shall not apply to this Agreement nor to single contracts originating from this Agreement between the Parties and/or with End Users with reference to the Products and/or Professional Services.

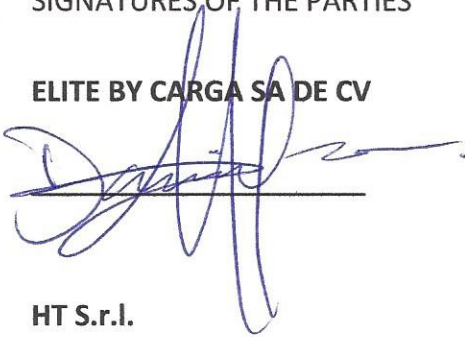
13.10 The Parties expressly acknowledge and declare that this Agreement has been negotiated between them with reference to any provisions contained herein and that, therefore, it is not subject to articles 1341 -1342 of Italian Civil Code.

List of Appendix:

- Appendix 1 - Remote Control System Technical Description
- Appendix 2 - Approved End Users
- Appendix 3 – HT EULA
- Appendix 4 – NdA
- Appendix 5 – Reports

SIGNATURES OF THE PARTIES

ELITE BY CARGA SA DE CV



HT S.r.l.

Appendix 2 – Approved End Users

End User	Country	Approval date	Authorization Expiration date	Note