

MEMORANDUM OF UNDERSTANDING N° 07/2018

PARTIES

I - AGÊNCIA BRASILEIRA DE DESENVOLVIMENTO INDUSTRIA (BRAZILIAN AGENCY FOR INDUSTRIAL DEVELOPMENT), autonomous social service, founded by law n° 11.080 of December 30th, 2004 and the decree n° 5.352, of January 24th, 2005, inscribed under the National Registration Number of Juridical Person (CNPJ) n° 07200966/0001-11, with headquarters in Brasília, Distrito Federal, located at SIG Quadra 04 Bloco B, Edifício Capital Financial Center, Zip-Code 70610-440, represented by the President of the agency, **LUIZ AUGUSTO DE SOUZA FERREIRA**, Brazilian, journalist, ID n° [REDACTED], issued by SSP/SP and CPF n° [REDACTED]; and by the director, **MIGUEL ANTÔNIO CEDRAZ NERY**, Brazilian, married, engineer, ID n° [REDACTED], issued by SSP/BA and CPF n° [REDACTED], in due accordance with the agency's internal regulations, hereinafter referred to as **ABDI**;

And,

II - HYPERLOOP TRANSPORTATION TECHNOLOGIES, INC., Corporation constituted in due accordance with the United States of America's legislation, headquartered in Jefferson Boulevard, Culver City, CA 90230, referred hereinafter as **HTT**

ABDI and **HTT**, jointly, referred to as "Parties" and, individually as, "Party"

WHEREAS

- (i) **HTT** has signed official studies in California, Slovakia, Abu Dhabi, Czech Republic, India, France, Indonesia and South Korea, related to a new transport system ("Hyperloop");



- (ii) Hyperloop may be used as a viable means of transportation, in-between cities, for people or cargo, and was developed from low-pressure tubes, in conjunction with magnetic levitation and propulsion, allowing the capsules to hover along the tube with minimal friction and at airplane speed;
- (iii) At the moment, HTT is working directly with government and regulation organizations around the world, including the construction of a route between Bratislava, in Slovakia, to Brno, Czech Republic, using Hyperloop; a research and development center in Toulouse, France and the development of a route connecting Abu Dhabi to Al Ain with HH Sheik Falah Bin Zayed Al Nahyan's sponsorship;
- (iv) HTT wishes to construct a new research and development center for cargo transport in Brazil using the same Hyperloop technology concept ("The Center");
- (v) The construction of The Center will bring meaningful benefits to Brazil, but in order for this to be possible, high investments will be necessary; and
- (vi) ABDI has an interest in supporting the development of The Center.

Hereby agree, in mutual interest and good faith, to execute the present Memorandum of Understanding ("Memorandum"), in the conditions and terms that follow, so the parties may work jointly in searching for alternatives that will enable the construction of The Center.

CLAUSE 01 – PURPOSE OF THE MEMORANDUM

The purpose of the memorandum is the institutional support in the development of The Center of Research and Development - Hyperloop Cargo Transport and Logistics Innovation Center, for cargo transport, using the technological concept of Hyperloop.



CLAUSE 02 – HTT OBLIGATIONS

HTT's principal obligations in regards to this partnership will be as follows:

- a) Invest in viability studies and the construction of The Center in Brazil;
- b) Execute viability studies or firm partnerships for that purpose;
- c) Involve the Brazilian scientific community in the development of the technologies being used;
- d) Establish partnerships with local companies/institutions for the development of technologies needed/used;
- e) Institute a plan, in conjunction with the partners, focused on the discussion and analyzation of the impacts and regulations of Hyperloop's implementation in Brazil.

CLAUSE 03 – ABDI'S OBLIGATIONS

ABDI must, within its limits and, in due accordance to the current legislation, including, but not limited to, law nº 12.846/2013 (Anti-corruption Law):

- a) Assist institutionally the installation of The Center;
- b) Consider Hyperloop as an alternative to the future expansion of the current transport system implemented in Brazil;
- c) Facilitate the contact and partnerships between HTT and research institutions/centers and development agencies;
- d) Establish a consultation mechanism which will allow the meeting of the Parties, on a periodic basis, in order to exchange information and data necessary for the achievement of the goals determined in this MoU;
- e) Create work groups composed of representatives of the Parties and industries of both countries to be responsible for supervising Hyperloop.
- f) Any later investments or transference of financial resources must be made through the appropriate legal channels.

CLAUSE 04 – CONFIDENTIALITY



The parties will have access to each other's certain classified information and documents, relative to operations, activities, strategies, products, services and technologies ("Confidential Information"). Any and whichever information, spoken or written, with technical, operational, commercial or legal nature, including, but not limited to, know-how, drawings, technical specifications, databases, diagrams, inventions, trade secrets, computer programs, internet sites, business plans, business strategies, product or service concepts, techniques, documents and contracts of any kind, studies, technical opinions, research documents, etc. that arisen from the partnership will be considered confidential information.

Consider any document, e-mail and other materials made by any of the parties in order to firm the partnership also confidential information, including the present Memorandum.

Information proven (i) already public knowledge before the party's disclosure, (ii) received by the public without fault or intent of the receiving party and (iii) disclosed due to legal obligations or authority mandates will not be considered confidential information. In regards to the last condition, the party obligated to disclose information must communicate the other party this obligation and the corresponding content before disclosure.

CLAUSE 05 – EXPENSES

This memorandum does not imply financial commitments between the Parties and each one shall bear the costs corresponding to its obligations, including personnel billable hours.

CLAUSE 06 – NON-BINDING



The present Memorandum does not obligate either party to establish the partnership. Each party has the autonomy to decide whether to make the partnership official, and subsequently sign or not definitive partnership contracts. The parties renounce their rights to demand the other carry out definitive documents, as stated in the Brazilian Civil Code article 463.

That being said, the clauses 04 (Confidentiality), 05 (Expenses) and 08 (Jurisdiction) of the present memorandum, because of their nature, hereinafter bind and oblige the parties, and have legal effect during the term specified in each clause.

CLAUSE 07 – LEGAL EFFECT

This agreement will have legal effect of 2 (two) years from the date of its signature, and it may be extended by mutual agreement through an Amendment.

CLAUSE 08 – JURISDICTION

Brazilian law rules this memorandum. The forum of Comarca da Capital do Estado de São Paulo will be the competent one to resolve any doubts or pending matters arising from this instrument, to the exclusion, from now on, of any other, however privileged it can be.

And, being in fair agreement, the Parties sign this instrument in 02 (two) copies of equal content and form, along with the witnesses below.

Brasília, 9 de abril de 2018.



HYPERLOOP
TRANSPORTATION TECHNOLOGIES

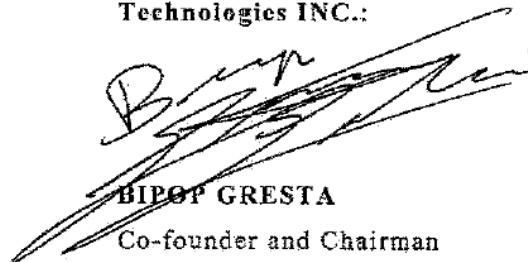
ABDI
Agência Brasileira de
Desenvolvimento Industrial

ABDI:

Hyperloop Transportation
Technologies INC.:



**LUIZ AUGUSTO DE
SOUZA FERREIRA**
President of ABDI



BIOP GRESTA
Co-founder and Chairman



MIGUEL ANTONIO CEDRAZ NERY
Director of ABDI