

MEMORANDUM OF UNDERSTANDING (“MOU”)

Between Associação UTC América Latina (“UTCAL”)

and 450 MHz Alliance (“450A”)

THIS AGREEMENT is dated: 01/01/2024

PARTIES

(1) **Associação UTC América Latina (hereafter “UTCAL”)** whose registered office is at Av. N. S. Copacabana 928 cob 01, Rio de Janeiro, RJ and registered in Brazil company number CNPJ 18.921.977/0001-07 as UTCAL.

and

(2) **450 MHz Alliance (hereafter “450A”)** whose registered office is at 11164 Provencal Place, San Diego, California 92128 U.S.A. and incorporated in the state of California with company ID number 46-4603670.

BACKGROUND

(A) **UTCAL** <https://utcal.com.br/> is a not-for-profit association representing Utilities in the telecom sector. Technology is rapidly changing the role of telecom in Latin America’s electric, gas and water utilities, energy companies and other critical infrastructure companies. Many are using their vast experience in building and managing sophisticated telecommunications networks to enter Latin America’s new competitive telecoms markets. Many are also facing issues introducing new wireless communications systems and managing internal telecoms businesses in a shared services environment.

(B) **450A** <https://450alliance.org/> is a non-profit mutual benefit corporation organized under the Non-profit Mutual Benefit Corporation Law. The specific purpose of the Corporation is to accelerate the growth of 450 MHz Frequency Band usage in the global machine-to-machine communications, universal broadband and fixed wireless communications.

(C) UTCAL and 450A wish to enter into a Liaison Agreement to formalise their relationship for the purpose of information sharing relating to their common interests in the field of critical broadband mobile communications. UTCAL and 450A have agreed that all aspects of the liaison (including but not limited to the sharing of any Confidential Information) shall be governed by this MoU.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation as described in this section apply to the overall Agreement.

MoU: this Memorandum of Understanding (including attached annexes, if any)

Confidential Information: has the meaning as given in section 3.2.

MEMORANDUM OF UNDERSTANDING (“MOU”)

Copies: copies of Confidential Information including any document, electronic file, note, extract, analysis or any other way of representing or recording and recalling information which contains, reflects or is derived from Confidential Information.

Member: means either a UTCAL member or a 450A member as the context requires.

Purpose: has the meaning as given in section 2.

1.2 Section and annex headings do not affect the interpretation of this Agreement.

1.3 A person includes a corporate or an unincorporated body.

2. PURPOSE

UTCAL and 450A require this MoU to establish a Liaison Agreement in order to formalise their relationship for the purpose of information sharing relating to their common interests in the field of supporting and promoting the development and deployment of standardised critical communications technology, solutions and applications globally, all subject to the terms of this MoU.

Within the terms of this MoU the Parties agree to:

- Regularly exchange and share relevant information pertaining to their activities with one another;
- Allow up to 2 (two) nominated individual delegates from their Members to attend as observers, and allow such participation free of charge in, one another’s regular events, programme of activities and other open meetings;
- Regularly coordinate and liaise in order to support and promote the development and deployment of standardised critical communications technology, solutions and applications globally.

3. CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS

3.1 When Confidential Information is being exchanged, each party shall:

- (a) keep Confidential Information secret;
- (b) use it only for the Purpose;
- (c) not disclose it to any person or make Copies of it unless permitted by this Agreement;
- (d) ensure that no person discovers Confidential Information unless authorised; and
- (e) inform the other party immediately upon becoming aware or suspecting that an unauthorised person has become aware of Confidential Information.

3.2 Confidential Information means:

- (a) the details of this MoU and any subsequent Annexes, if any;
- (b) all information in whatever form (written, oral, visual and electronic) that is directly or indirectly disclosed between the Parties or any of their representatives by any agent or employee or otherwise or which comes to the attention of the Parties in connection with the Purpose.

3.3 Information is not Confidential Information if:

- (a) the Parties agree in writing that it is not confidential; or

MEMORANDUM OF UNDERSTANDING (“MOU”)

(b) it is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of this MoU; or

(c) either Party can establish to the reasonable satisfaction of the other Party that it discovered the information from a source not connected with the other Party, and that the source is not under any obligation of confidence in respect of the information; or

(d) either Party can establish to the reasonable satisfaction of the other Party that the information was known to the first Party before the date of this MoU, and that it was not under any obligation of confidence in respect of the information.

3.4 Neither Party will refer to or disclose the particulars of this MoU, any Schedule or any other any contract between them, without the prior written consent of a properly authorized official of the other Party.

4. AUTHORISED CONTACT / DAY-TO-DAY MANAGEMENT

4.1 Management of the liaison in general and of each particular cooperation falls under the remit of the respective persons designated by each Party.

4.2 All communications with UTCAL about the Purpose should be addressed to **UTCAL Vice-President, Mr Ronaldo Santarem**, or any alternative representative nominated from time to time in writing.

4.3 All communications with 450A about the Purpose should be addressed to **450A Managing Director Mr Igor Virker**, or any alternative representative nominated from time to time in writing.

4.4 Neither Party should contact or communicate with any officers, employees, consultants, advisers, landlords, bankers, customers, Members or suppliers of the other party or its Group in connection with the Purpose without the other Party’s written consent.

4.5 Notwithstanding clause 4.4, each Party may discuss matters related to the Purpose with members of the Board of UTCAL or the Board of 450A.

5. INTELLECTUAL PROPERTY

5.1 Any and all intellectual property, including but not limited to copyright in documentation, shall remain within the originating or owning party and shall extend to all media in which the information may be embodied.

5.2 Nothing in this MoU or any of the activities under or related to it shall in any way prejudice or affect the intellectual property rights of any Member or amount to a licence or an agreement to licence any such intellectual property rights.

7. TERM AND TERMINATION

7.1 This MoU shall be valid from the date of execution above.

7.2 Either Party may terminate this MoU and/or any Annex at any time for any reason whatsoever by providing to the other Party one month written notice.

7.3 For the avoidance of doubt, termination of this MoU and/or Annex for any cause shall not release a Party from any liability which at the time of termination has already accrued to the other Party or

MEMORANDUM OF UNDERSTANDING (“MOU”)

which may thereafter accrue in respect of any act or omission prior to such termination in relation to this MoU or any Schedule.

8. ANNOUNCEMENTS

Any announcement or circular relating to the existence or the subject matter of this MoU shall first be approved by both parties as to its content, form and manner of publication.

9. INDEMNITY

Each Party acknowledges that the purposes and objects of this MoU prohibit use that could have an adverse impact on national or international competition or trade or could violate any national or international law regarding competition or trade. Each party shall strictly comply with all applicable antitrust and competition laws. To the fullest extent permitted by law, each Party (in this context, the “indemnifying party”) shall indemnify the other (in this context, the “indemnified party”), against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by the indemnified party in connection with any non-competitive proceeding or action arising out of or in connection with this MoU as a direct result of a breach of any applicable antitrust or competition laws by the indemnifying party.

10. WHOLE MOU

This MoU, and any documents referred to in it, constitute the whole agreement between the parties and supersede any arrangements, understanding or previous agreement between them relating to the subject matter covered by this MoU.

11. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this MoU or subsequently agreed Annex will be deemed or construed to create a joint venture, partnership or agency relationship between the Parties for any purpose.

This MoU has been entered into on the date stated at the beginning of it.

Signatures

For and on behalf of UTCAL:

For and on behalf of 450A:

Sign: DYMITR WAJSMAN

Sign: Igor Virker

Date: 9 January 2024

Date: 9 January 2024

Dymitr Wajzman, President

Igor Virker, Managing Director