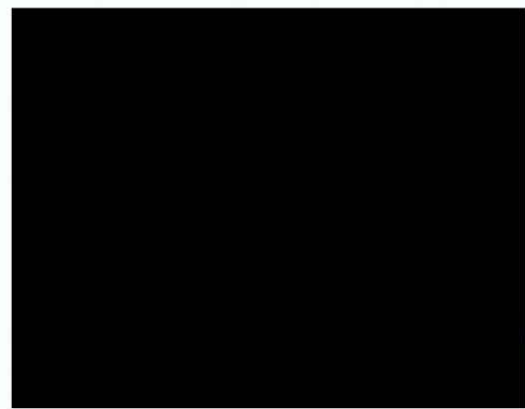


SETTLEMENT AGREEMENT

NIMR AUTOMOTIVE LLC

and

VOP CZ, s.p.



THIS SETTLEMENT AGREEMENT (the "**Settlement Agreement**") bearing reference number **NIMR-CD-LET-18249** is valid from the signature date of the second and final authorised signatory (the "**Effective Date**").

Between

- (1) **NIMR AUTOMOTIVE LLC**, a limited liability company incorporated in Abu Dhabi having its principal place of business at PO Box 91666, Abu Dhabi, United Arab Emirates, holding commercial license number CN-1195264 ("**NIMR**"); and
- (2) **VOP CZ, s.p.**, ID No: 000 00493, a company incorporated in Czech Republic and whose registered address is Dukelska 102, Senov u Noveho Jicina, 742 42, Czech Republic (**Company**).

NIMR and the Company shall be referred to herein either individually as a **Party** or collectively as the **Parties**.

WHEREAS:

- (A) The Parties entered into the Original Agreements as defined below.
- (B) Further to the execution of the Original Agreements and following discussions, the Parties have agreed to terminate the Original Agreements subject to the terms and conditions of this Settlement Agreement.
- (C) NIMR's settlement of the Company's outstanding invoices amounting to [REDACTED] constitutes the final settlement of all claims in connection with the Original Agreements and their cancellation (the "**Settlement Amount**"), and the Parties wish to reflect the terms and conditions of such settlement in this Settlement Agreement.

NOW THEREFORE, the Parties agree as follows:

AGREED TERMS:

1 Interpretation

1.1 The following definitions in this Clause apply in this Settlement Agreement:

Business Days means the days of week from Sunday to Thursday, excluding Friday and Saturday, and public holidays.

Final Amount means the value of the outstanding invoices as detailed in clause 2.2;

Law means any applicable instrument having the force of law including any statute, decree, code, by-law, regulation, order, regulatory policy (including any requirement or notice of any Regulatory Authority), mandatory guidance or mandatory industry code of practice, rule of court or directives, delegated or subordinate legislation;

Original Agreements means the Strategic Partnership Agreement entered into by the Parties bearing reference number PRS-NIMR-VOP CZ-12519 and dated 20 February 2017, Supply Contract No. NIMR-SC-FRM-07283 dated 9 December 2015 and Supply Contract for Initial 224 DCAU Cabins dated 2 June 2015;

Settlement Amount means the Final Amount reduced by the Scrap Value, as more particularly detailed in clause 2.3; and

Settlement Date means thirty calendar days after the Effective Date of this Settlement Agreement.

1.2 The headings in this Settlement Agreement are inserted for convenience only and shall not affect its construction.

1.3 In performing its obligations under this Settlement Agreement, neither Party will be required to undertake any activity that would conflict with the requirements of any applicable Law.

2 Settlement and Release

2.1 The Parties hereby agree that the Original Agreements are hereby cancelled and terminated with immediate effect without further obligation or liability on the part of either Party, save as set out in this Settlement Agreement. Without prejudice to the generality of the foregoing, NIMR acknowledges and agrees that the Company is under no obligation to deliver or perform any activity on reliance of the Original Agreements.

2.2 Under the Original Agreements the Company performed certain activities amounting to [REDACTED] (the "Final Amount"). The Final Amount comprises of the following:

Activities Performed by Company	Invoice #	Amount in Euros
Marketing activities	31174862	[REDACTED]
	31184697	
	31184718	
Supply of parts and related cost	1170015522	[REDACTED]
	31164705	
	31170254	
	31171295	
	31164235	
	31175052	
	31180177	
	31174323	
	31181389	
	31181795	
	31182061	
	31182923	
	31171819	
	31172050	
	31172245	
	31172700	
	31173377	
	31173824	
	31182929	
	31183672	
	31193431	
	31193803	
	31174412	
	31175051	
	31175252	
	31180422	
	31180896	
	31181203	
31181204		
31182096		
31182606		
31182964		
31183293		

Total	
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- 2.3 Under the Original Agreements the Company also performed certain activities according to Invoices No. 31181389, No. 31181795 and No. 31182923 amounting to [REDACTED]. In consideration of this amount, the Parties agree that the Company hereby acquire the title and ownership to the scrap material listed in Schedule 1, in addition to any and all Jigs and Investments not identified in Schedule 1 (the "Scrap"), which will be scrapped by Company and the income derived from the same (the "Scrap Value") will be used in settlement of the above numbered invoices.
- 2.4 NIMR shall pay to the Company the Final Amount less the Scrap Value, which amounts to [REDACTED] on the Settlement Date to the account No. IBAN: CZ13 2700 0000 0055 4015 0002, BIC: BACXCZPP, Name of the bank: UniCredit Bank Czech Republic and Slovakia, a.s.
- 2.5 In consideration of the Company agreeing to the termination of the Original Agreements, NIMR shall pay the Company the Settlement Amount.
- 2.6 NIMR will pay the Settlement Amount to the Company by bank transfer as more particularly detailed in clause 2.4.
- 2.7 The Company accepts the payment of the Settlement Amount under this Settlement Agreement as full and final settlement of:
- 2.7.1 all and any amounts owing by NIMR to the Company;
- 2.7.2 all and any claims, demands or actions which the Company has or had or may have or hereafter can have; and
- 2.7.3 all and any liabilities or obligations which NIMR has or had or may have or hereafter can have of any nature whatsoever in connection with the Original Agreements, or and/or any agreement to supply and purchase supplies.
- 2.8 NIMR accepts the termination of the Original Agreements on the terms under this Settlement Agreement as full and final settlement of:
- 2.8.1 all and any amounts owing by the Company to NIMR;
- 2.8.2 all and any rights, claims, demands or actions which NIMR has or had or may have or hereafter can have; and
- 2.8.3 all and any liabilities or obligations which the Company has or had or may have or hereafter can have of any nature whatsoever in connection with the marketing activities and supplies under the Original Agreements and/or any agreement to supply and purchase the supplies.
- 2.9 Each Party acknowledges and agrees to the content of this Settlement Agreement as full and final settlement of any matter arising out of or in connection with or which may have with regard to the Original Agreements, the marketing activities and supplies and/or any agreement to purchase any supplies and (subject to the Company's receipt of the Settlement Amount) each Party hereby waives, releases and forever discharges all actions, claims, rights, demands and set-offs, which it has or had or may have or hereafter can have, against the other Party arising out of or connected with the Original Agreements, supplies and/or any such agreement to supply and purchase supplies.

3 Confidentiality

- 3.1 Each Party undertakes that it shall not at any time disclose to any person the terms of this Settlement Agreement or the circumstances giving rise to the cancellation or termination of the Purchase Order ("**Confidential Information**"), except as permitted by Clause 3.2.
- 3.2 Each Party may disclose the Confidential Information:
- 3.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Settlement Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the Confidential Information comply with this Clause 3; and
- 3.2.2 as may be required by law governing either Party (e.g. Act No. 340/2015 Coll. of Laws of Czech Republic - Register of Contracts Act), a court of competent jurisdiction or any governmental or regulatory authority.
- 3.3 No Party shall use any Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Settlement Agreement.

4 Entire Agreement

- 4.1 This Settlement Agreement contains the whole agreement between the Parties relating to the subject matter of this Settlement Agreement and supersedes all previous agreements between the Parties relating to its subject matter.
- 4.2 Each Party acknowledges that in entering into this Settlement Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Settlement Agreement) made by or on behalf of any other Party before the date of this Settlement Agreement. Each Party waives all rights and remedies which, but for this Clause 4.2, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 4.3 Nothing in the preceding sub-clause limits or excludes any liability for fraud.

5 Notices

- 5.1 Any notice or other document to be served under this Settlement Agreement may be delivered or sent by post, email (with receipt confirmed) or facsimile, in the case of NIMR to:

NIMR Automotive LLC
Tawazun Business Park

PO.Box 91666
Abu Dhabi, United Arab Emirates

or, in the case of the Company to:

VOP CZ, s.p.,
Dukelska 102
Senov u Noveho Jicina
742 42, Czech Republic

or as otherwise agreed between the Parties.

6 Severance

6.1 If any provision of this Settlement Agreement is held to be illegal, void, invalid or unenforceable (in whole or in part) by any court or administrative body of competent jurisdiction, that provision shall to that extent be deemed not to form part of this Settlement Agreement but the enforceability of the remainder of this Settlement Agreement shall not be affected.

7 Governing Law and Jurisdiction

7.1 This Agreement (including any non-contractual obligations arising out of or in connection with the same) will be governed by and construed in accordance with the Laws of England and Wales excluding its conflict of laws principles.

7.2 All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The language to be used in the arbitration proceedings shall be English. The place of arbitration shall be London, England.

WHEREAS the Parties have hereby caused their duly authorised representatives to execute and deliver this Settlement Agreement on the date first above written.

[Redacted signature block]

DATE: 14.01.2020 2019

DATE 18.11. 2019

[Redacted signature block]

[Redacted signature block]

DATE 18.11. 2019

[Redacted signature block]

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SCHEDULE 1: THE SCRAP

Item
DCAU Templates
DCAU Tooling
DCAN Jigs & Fixtures
Inventory Items as listed below

Item Number	Item Description	Location Code	Quantity
10003882R1	Plate	A0015	131
10003883R1	Plate	A0015	131
10004203R1	Lower pin Ø 19.6x26.5mm	A0015	264
10006899R1	Door hinge 1	A0015	80
10006900R0	Door Hinge2	A0015	120
10006959R0	Door Hinge 3	A0015	19
10006960R0	Door Hinge 4	A0015	23
10006964R1	Hinge Bolt (1022-800220-03_B)	A0015	240
10007147R1	Gun port shaft	A0015	80
10007842R2	M10 Battery Holding Rod Ø 10-260mm	A0015	65
10007968R2	DCAU Left Window Glass	A0015	17
10007981R2	Right Window Glass DCAU	A0015	17
10008167R3	Windshield	A0015	7
10008505R2	Plain washer 18x35x6	A0015	5520
10009327R3	Door Hinge5	A0015	80
10009597R7	Door Bottom Lock Guide Block-2	A0015	40
10009598R9	Door Top Lock Guide Block-1	A0015	40
10009599R2	Door Top Lock Guide Block-2	A0015	40
10009600R6	Door Bottom Lock Guide Block-3	A0015	20
10009656R2	boss handle	A0015	55
10009661R3	Rear Right Door Lock Cover Plate-2	A0015	93
10009667R1	M10 Bush Dia 18-10mm	A0015	314
10009668R1	Combat Lock sleeve	A0015	220
10009685R6	Door Bottom Lock Guide Block-1	A0015	20
10009687R4	Combat Lock Front LH Bottom Pin	A0015	72
10010283R0	Gunport Pin Guide Block	A0015	488
20003339R2	Piin	A0015	65
20003340R2	Brake pedal valve pin Rev 1	A0015	63
20003340R3	Valve pin	A0015	2
20003351R1	Pin Ø18x57.5 Rev1	A0015	65
20003352R1	Sleeve Ø36x68 Rev 1	A0015	65