MEMORANDUM OF UNDERSTANDING

between

HUAWEI

and

AMSTERDAM ARENA

and

THE CITY OF AMSTERDAM

WHEREAS:

A. Innovation is increasing a speed that has never been seen and only computers are connected to the internet, but also lights, parking spots, waste bins, buildings, energy grids, traffic lights and every other object we can imagine will be connected.

B. The Amsterdam ArenA is one of the most ambitious Venues in terms of innovation and sustainability and is a Living Lab for new technologies and solutions

C. HuaWei is one of the most innovative companies in China in the field of technology and IT services.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Parties agree as follows:

1. RELATIONSHIP OBJECTIVES AND NEXT STEPS

1.1 The Parties agree to appoint representatives to a working team that will work together to develop a plan and timeline for moving forward with the objectives of this MOU. The working team will draw up a strategy and action plan to serve as a reference point for the efficient implementation of the activities and discussions contemplated by this MOU.

1.2 The Parties to this MOU intend to enter into discussions regarding a possible strategic relationship to align the approach and methodology to design and build a platform for innovation in the Amsterdam ArenA and the area around the Amsterdam ArenA.

1.3. The Parties to this MOU agree on a 5 year collaboration with annual evaluation moments and will will start to work on topics as agreed in Annex I.

1.4. The responsibilities and objectives of the Parties, and the proposed next steps regarding their relationship, are set forth in the non-binding business term.

2. NATURE OF THIS MOU

2.1 The Parties understand that this MoU is intended only to summarize the current business vision of the Parties with respect to the proposed project(s) and to facilitate their further discussions regarding certain business objectives of the project(s), as will be more fully described in further agreements between the Parties. This MOU shall be used for discussion purposes only.

2.2 Except as set out in this Section 2 and below under Sections 3, 4, 5 and 6, the Parties agree that the provisions of this MOU are not binding on, and do not create legal rights or obligations on the part of either Party. The Parties hereby acknowledge and agree that either Party may unilaterally terminate all negotiations for the project at any time without any obligation or liability by giving the other Party written notice. The Parties agree to proceed at their own risk and expense regarding the subject matter of this MOU until the execution of one or more definitive agreements or termination of this MOU, whichever is earlier. This MOU is non-exclusive and neither Party shall be precluded from entering into similar transactions with any third parties.

2.3 Each Party acknowledges that the other Party has not given it, nor has it relied on, any representations or assurance of future revenues, sales opportunities or profits arising from or in connection with the subject matter of this MOU. The Parties acknowledge that neither Party is justified in acting in reliance upon any promises nor representations of present intention purported to be contained in this MOU. Nothing in this MOU will exclude any liability which one Party would otherwise have to the other Party in respect of any statements made fraudulently.

2.4 This MOU creates a non-binding framework of cooperation under which the Parties can explore potential collaborative opportunities for achieving their respective objectives. The mutual objectives and anticipated general resource requirements of both Parties under this MOU are as set forth below.

3. CONFIDENTIAL INFORMATION

3.1 Each Party acknowledges and agrees that any and all information relating to any other Party's business, including, without limitation, the contents of this MOU, technical processes and formulas, source codes, names, addresses and information about users and advertisers, product designs, sales, costs and other unpublished financial information, product plans, and marketing data is confidential and proprietary information of the Party providing it. Each Party agrees that it shall take reasonable steps, at least substantially equivalent to the steps that it takes to protect its own proprietary information, for a period of three (3) years from the date the confidential information was disclosed by the

other Party, to prevent disclosure of any such confidential or proprietary information, other than to its employees or agents who must have access to such information to perform such Party's obligations hereunder. To the extent that such information is publicly known, already known by, or already in the possession of the non-disclosing Party without breach of this MOU; is independently developed by the non-disclosing Party without use of the confidential information and such independent development can be shown by documentary evidence; is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party; or is required to be disclosed by law, regulation, or court order and then only after prompt prior notification to the other Party of such required disclosure; then there shall be no restriction on the disclosure of such information. For the avoidance of doubt, in the event that the Parties have signed a non-disclosure agreement, that agreement shall take priority in the event of any conflict between the terms of that agreement and this MOU regarding the use of either Party's confidential or proprietary information. These confidentiality terms shall apply to any disclosure by or to an affiliate of a Party to this MOU.

5. TERM AND TERMINATION

5.1 The term of the MOU will commence on its Effective Date as defined in this MOU and will continue in effect for five (5) years.

5.2 Either Party may terminate this MOU for any reason or for no reason at any time by providing thirty (30) days of written notice to the other Party.

5.3 In the event of termination of this MOU, neither Party shall have any obligation to continue the activities set forth herein, and all obligations and rights of the Parties shall terminate, with the exception of Sections 3 (Confidential Information), 6.4 (Liability and Consequential Damages Waiver), 6.13 (Export) and 6.15 (Governing Law) of this MOU, which provisions shall survive expiration or termination. Upon termination, the Parties agree to promptly return to each other all proprietary and confidential information of the other Party.

6. GENERAL PROVISIONS

6.1 Amendment. No change, amendment or modification of any provision of this MOU shall be valid unless set forth in a written instrument signed by both Parties.

6.2 Entire Agreement. This MOU sets forth the entire agreement and supersedes any and all prior or contemporaneous agreements and representations, written or oral, of the Parties with respect to the transactions set forth herein, all of which are excluded, except for fraudulent misrepresentations. The Parties acknowledge that as of the date hereof, no binding commitments exist between the Parties with respect to the subject matter of this MOU except as may be provided herein.

6.4 Liability and Consequential Damages Waiver. EXCEPT FOR A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATION OR A VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT OR HOWSOEVER ARISING FOR ANY DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND, OR FOR ANY LOSS OF USE, LOSS OF BUSINESS, OPPORTUNITY, GOODWILL OR LOSS OF PROFIT. NOTHING IN THIS MOU SHALL LIMIT EITHER PARTY'S LIABILITY TO THE OTHER FOR DEATH OR BODILY INJURY CAUSED BY NEGLIGENCE OR LIABILITY IN THE TORT OF DECEIT.

6.5 Conflict. In the event of conflict between this MOU and any Statement of Work or definitive agreement pursuant to this MOU, the Statement of Work or the definitive agreement shall hold precedence over the terms of this MOU with regard to the subject matter of the Statement of Work or the definitive agreement.

6.6 Construction. In the event that any provision of this MOU conflicts with the law under which this MOU is to be construed, or if any such provision is held invalid by a court with jurisdiction over the Parties to this MOU, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remainder of this MOU shall remain in full force and effect.

6.7 Dispute Resolution. Each Party agrees that any dispute between the Parties relating to this MOU will first be submitted to amicable settlement. To this effect, it will first be submitted in writing to a panel of two senior executives of all parties, who shall promptly meet and confer in an effort to resolve such dispute through good faith consultation and negotiation. Each Party's executives shall be identified by notice to the other Party, and may be changed at any time thereafter also by notice to the other. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either Party shall be free to seek any available remedies it may have at law or at equity in accordance with Section 6.15.

6.8 Independent Contractors. The Parties to this MOU are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This MOU shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

6.9 No Waiver. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this MOU, or to exercise any right under this MOU, shall not be construed as a waiver or relinquishment of such Party's right to enforce any such provision or right in any other

instance.

6.10 Notice. Any notice, approval, request, authorization, direction, or other communication under this MOU shall be given in writing, directed to the addresses of the Parties set forth above, and shall be deemed to have been delivered and given for all purposes: (i) on the delivery date if delivered by electronic mail; (ii) on the delivery date if delivered personally to the Party to whom the same is directed; (iii) one (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or (iv) five (5) business days after the mailing date whether or not actually received, if sent by registered or recorded delivery post or any other means of rapid mail delivery for which a receipt is available to the Contact at the address of the Party to whom the same is directed.

6.11 Force Majeure. Neither Party shall be deemed in violation of this MOU if it is prevented from performing any of the obligations under this MOU by reason of severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; shortages of supplies, nuclear or other civil or military emergencies; acts of legislative, judicial, executive or administrative authorities; or any other circumstances which are not within its reasonable control.

6.12 Publicity. Any and all publicity and/or advertising in connection with this MOU shall be subject to the mutual written agreement of the Parties prior to such disclosure or publication. Neither Party shall be precluded from its normal marketing efforts in connection with the sale of its standard products and services.