

## UNILATERAL NON-DISCLOSURE AGREEMENT

With this agreement “SELCOM ELETTRONICA Spa” and Associated Companies (hereinafter referred as “SELCOM\_GROUP”) and the undersigned company and Associated Companies (hereinafter referred as "Recipient") agree the following clauses.

SELCOM GROUP and the recipient shall be jointly referred as “the parties”.

### ASSOCIATED COMPANIES

The Associated Companies of the Parties shall be any controlling, controlled by or in common control with the parties and are part of the present agreement.

### COMMITMENT

The “Recipient” undertake not to disclose for any reason the Confidential Information described in this agreement to any third party not authorized by this agreement, but they shall keep any Confidential Information strictly secret and shall not make any use thereof except for the Purpose.

The unauthorized use by the “Recipient” of the Confidential Information shall be seriously harmful to the “SELCOM\_GROUP”.

### PURPOSE OF DISCLOSURE

The purpose of this Agreement is to permit the parties to evaluate whether to enter into a business relationship and related projects (the Purpose). “SELCOM\_GROUP” may disclose Confidential Information (as defined below) to Recipient in connection with business meetings managed in the main office of one of the parties or other places previously agreed upon or in other confidential ways in accordance with the present agreement. During the meetings confidential procedures shall be applied.

### CONFIDENTIAL INFORMATION

Confidential Information shall mean and include:

- 1) samples and prototypes,
- 2) all information disclosed in any form or media (e.g., written, verbal, electronic, visual) which:
  - a) has been identified by “SELCOM\_GROUP” as “Confidential”, “Proprietary” or other appropriate legend indicating the confidential nature of the information
  - or
  - b) would reasonably be understood to be confidential.

Confidential Information includes, but is not limited to, information, patentable and not patentable, regarding pricing, customers and prospective customers, vendors and vendor lists, costs and bills of materials, processes (including but not limited to manufacturing processes), know-how, designs (including but not limited to designs of enclosures and

printed circuit boards), formulae, computer programs, databases, methods of operation, sales techniques, business methods or plans, marketing plans and strategies, finances, management, plant and equipment, and any other business information relating to "SELCOM\_GROUP", whether constituting a trade secret, proprietary information or otherwise, which has value to "SELCOM\_GROUP" and is treated by "SELCOM\_GROUP" as being confidential.

#### **METHODS TO PROTECT CONFIDENTIAL INFORMATION**

Recipient shall protect the disclosed Confidential Information by using a reasonable degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information Recipient shall:

- 1) limit access to all Confidential Information to its employees who reasonably require access to the Confidential Information for the purpose set forth above
- 2) shall insure that all such employees have signed a nondisclosure agreement with a content substantially similar to this Agreement
- 3) shall use the Confidential Information solely in connection with the Purpose
- 4) shall use due diligence to insure that all such persons comply with the provisions of this Agreement.

Recipient shall be liable for any breach of this Agreement by its employees or representatives.

#### **MINIMUM SECURITY MEASURES**

- 1)\_If disclosed in electronic form the Confidential Information shall be sent from an electronic mail client through a personal and secret password and exclusively known by the authorized persons, sending the e-mail message and relative enclosures to an address consisting of the customary USERNAME and company DOMAIN which identify the sender in a recognizable and unequivocal way;
- 2)\_by fax: the confidential information has to be sent to a fax number of the main office of SELCOM GROUP or the recipient or other place agreed upon by parties.
- 3)\_The Confidential information in paper form shall be printed by and delivered to authorized persons under this agreement and inside the main office of the parties. The Confidential Information shall be transferred in other places only if agreed upon.

#### **ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

All rights, title and interests in or to the Confidential Information are at the date of their disclosure, and shall remain for five years from this date exclusive property of SELCOM\_GROUP, with the understanding that the Recipient shall not at any time claim any right, title, license under or interest in or to the Confidential Information in the European Community and elsewhere for itself or on behalf of any other entity.

**NO ASSIGNMENT**

Neither party may assign and delegate its duties Under this Agreement without the prior written consent of the other party

**INFORMATION NOT CONSIDERED CONFIDENTIAL**

The Confidential Information shall not include information which:

- 1)\_are in or come into the public domain, provided that such information does not come into the public domain through any act or negligence of the Recipient
- 2)\_At time of disclosure it can be proved that the confidential information are in the Recipient's possession and that the Recipient has been received the information under no duty of confidentiality.
- 3)\_are properly provided to the Recipient by an independent third party under no obligation of confidentiality to the Disclosing Party.
- 4)\_are disclosed by SELCOM\_GROUP on a non-confidential basis, under this contract, to third parties
- 5)\_are proved that the information are independently acquired or disclosed by the Recipient's personnel or other third parties under no duties of confidentiality,

**REFUSAL**

Recipient shall have the right to refuse to accept any information under this Agreement prior to any disclosure. Nothing herein shall obligate either Party to disclose any particular information. The Parties do not intend that any agency or partnership relationship be created between them by this Agreement.

**LAW AUTHORIZATIONS**

If Confidential Information are required to be disclosed by applicable law or governmental regulation or by any competent body or authority, the Recipient promptly provides SELCOM\_GROUP with a written notice so that the SELCOM\_GROUP may seek a protective order or other appropriate remedy or waive compliance with the provisions of this agreement.

**WARRANTIES**

The Recipient acknowledges that no representation or warranty, expressed or implied, is made with respect to the truth, accuracy, completeness or reasonableness of the Confidential Information.

**DURATION OF THE CONTRACT**

Effective Date: Date of the signature of this agreement  
Expiration Date: Parties' notification in written form  
Survival Period: 5 years

This Agreement has an Effective Date and an Expiration Date as specified above. The obligations accruing prior to expiration as set forth herein, shall, however, survive expiration of this Agreement for the term of the Survival Period as specified above.

#### **SEVERABILITY**

If a court or competent jurisdiction determines that any provision of this agreement is invalid or unenforceable, the Parties will in good faith try to negotiate an alternative provision which best attempts to reflect the original agreement and intent of the Parties and which will be valid and enforceable; however failing that, the determination shall not affect the enforceability of the other provisions of this agreement, which shall remain in full force and effect if it can be assumed that the agreement would also have been concluded without the invalid or unenforceable provision.

#### **REMEDIES**

Any unauthorized disclosure or use of Confidential Information by the Recipient will result in irreparable harm to the SELCOM\_GROUP and the SELCOM\_GROUP may, in addition to any other right or remedy provided by law, immediately seek an injunction to recover such information and to restrain further disclosures.

#### **LANGUAGE OF THE CONTRACT**

The language of the contract shall be English.

#### **APPLICABLE LAW**

This agreement shall be construed and the relationship between the parties determined in accordance with the law of Italy.

#### **MEDIATION CLAUSE AND PLACE OF COURT**

The parties undertake to settle any dispute in connection with this agreement and its execution by mediation under the Rule of Mediation of the International Chamber of Commerce of Bologna – Italy. The place of mediation shall be Bologna International Chamber of Commerce. If a final solution is not found in accordance with such rules the parties shall settle the dispute applying the exclusive court of Bologna.

#### **AGREEMENT, WRITTEN FORM AND SIGNATURE**

This document contains the complete and exclusive Agreement between the parties, and it is deemed to be final expression of their intents. No modification or amendment of this Agreement shall be of any force unless in writing executed by all parties hereto.

By signature the Recipient agrees this Agreement.

All pages of this document must be stamped and signed by a duly authorized representative of the Recipient and returned to Selcom Elettronica Spa.

Date .....

Name of company .....

Signature .....

Name of representative .....

Function .....

Stamp.....