



Parties	Name	Location/Date	Signature
SELCOM GROUP			
SUPPLIER			
Comments			

1. Confidentiality Agreement

a. Parties

Non-disclosure and restricted use agreement by and between
SELCOM GROUP S.p.A., Via Grandi 5 – 40013 Castel Maggiore - Italy,
and
.....,
hereinafter referred to as “Party” or “Parties” respectively.

b. Preamble

1. The Parties intend to engage in discussion and/or possible business relationship concerning the “Purpose”;
 2. In relation to the Purpose, information has been or will be disclosed by either or both Parties;
 3. The Parties want to ensure that such information, which each may disclose to the other, is used only for the Purpose and protected from further disclosure.
- The Parties enter into the following agreement (“Agreement”):

c. Article 1 – Definitions

In this agreement unless the context otherwise requires:
“Disclosing Party” means the Party disclosing Confidential Information to the Receiving Party.
“Permitted Recipients” means any director, officer, employee, adviser or auditor of the Receiving Party or any of its Related Companies who reasonably needs to know Confidential Information for the Purpose.
“Receiving Party” means the Part receiving Confidential Information from the Disclosing Party.
“Related Company” means any corporation, company or other entity that controls, or is controlled by, one Party or by another Related Company of that Party, where control means ownership or control, direct or indirect, of more than fifty (50) per cent of that corporation’s, company’s or other entity’s voting capital.

d. Article 2 – Definition of Confidential Information

“Confidential Information” means any information or data, or both, communicated by or on behalf of the Disclosing Party to the Receiving Party, including, but not limited to, any kind of business, commercial or technical information and data in connection with the Purpose, except for information that is demonstrably non-confidential in nature. The information shall be Confidential Information, irrespective of the medium in which that information or data is embedded, and whether the Confidential Information is disclosed orally, visually or otherwise. Confidential Information shall include any copies or abstracts made of it as well as any products, apparatus, modules, samples, prototypes or parts that may contain or reveal the Confidential Information.
Confidential Information is limited to information disclosed on or after the date of signature of this Agreement.

e. Article 3 – Obligation to keep confidential and restrictive use

The Receiving Party Shall:

- a) not disclose any Confidential Information to anyone except to the Permitted Recipients, who are bound to the same level of confidentiality obligations as set forth by this Agreement;
- b) use any Confidential Information exclusively for the Purpose; and
- c) keep confidential and hold all Confidential Information with no less a degree of care as is used for the Receiving Party's own confidential information and at least with reasonable care.

f. Article 4 – Exclusions from obligation to keep confidential and restrictive use

The obligation under Article 3 to keep confidential all Confidential Information shall not apply to the extent that the Receiving Party can prove that any of that information:

- a) was in the Receiving Party's possession without an obligation of confidentiality prior to receipt from the Disclosing Party;
- b) is at the time of disclosure, or subsequently becomes, generally available to the public through no breach of this Agreement by the Receiving Party or any permitted Recipient;
- c) is lawfully obtained by the Receiving Party from a third party without an obligation of confidentiality, provided that third party is not, to the Receiving Party's best knowledge, in breach of any obligation of confidentiality to the Disclosing Party relating to that information; or
- d) is developed by the Receiving Party or its Related Companies independent of any Confidential Information.

g. Article 5 – Copies

Unless otherwise specified by the Disclosing Party at the time of disclosure, the Receiving Party may make copies of the Confidential Information to the extent necessary for the Purpose.

h. Article 6 – Refusal

Nothing in this Agreement shall obligate either Party to disclose any information. Each Party has the right to refuse to accept any information under this Agreement prior to any disclosure. Confidential Information disclosed despite an express prior refusal is not covered by the obligations under this Agreement.

i. Article 7 – No licence or ownership

Nothing in this Agreement shall affect any right the Disclosing Party may have in relation to the Confidential Information, neither shall this Agreement provide the Receiving Party with any right or licence under any patents, copyrights, trade secrets, or the like in relation to the Confidential Information, except for the use of Confidential Information in connection with the Purpose and in accordance with this Agreement.

j. Article 8 – No warranty

The Disclosing Party makes available the Confidential Information as is and does not warrant that any of this information that it discloses is complete, accurate, free from defects or third party rights, or useful for the Purpose or other purposes of the Receiving Party.

k. Article 9 – No further obligations

This agreement does not:

- a) create any other relationship;
- b) oblige a Party to enter into any other contract; or
- c) require consideration for any information received.

l. Article 10 – Term and termination

This Agreement enters into force by signing of all Parties and can be terminated by either Party with immediate effect by giving a written notice to the other Party.

m. Article 11 – Survival obligations

Upon termination, the Receiving Party shall stop making use of the Confidential Information. The obligations of the Parties under this agreement shall survive its termination for 5 (five) years.

n. Article 12 – Breach and remedies

In addition to any remedies under the applicable law, the Parties recognize that any breach or violation of any provision of this Agreement may cause irreparable harm to the other Party, which money damages may not necessarily remedy. Therefore, upon any actual or impending violation of any provision of this Agreement, either Party may obtain from any court of competent jurisdiction a preliminary, temporary or permanent injunction, restraining or enjoining such violation by the other Party or any entity or person acting in concert with that Party.

o. Article 13 – Disposal

Within ninety (90) days of termination of this Agreement, the Disclosing Party may request the disposal of the Confidential Information. Disposal means execution of reasonable measures to return or destroy all copies including electronic data. Destruction shall be confirmed in writing. Disposal shall be effected within thirty (30) days of the request being made.

The provision for disposal shall not apply to copies of electronically communicated Confidential Information made as a matter of routine information technology back-up, and to Confidential Information or copies of it that must be stored by the Receiving Party or its advisers according to provisions of mandatory law, provided that this Confidential Information or copies of it shall be subject to continuing obligations of confidentiality under this Agreement, but no further use shall be permitted as from the date of the request.

p. Article 14 – Protective order

Neither Party shall be in breach of this Agreement to the extent that it can show that any disclosure of Confidential Information was made solely and to the extent necessary to comply with a statutory, judicial or other obligation of a mandatory nature, afterwards referred to as “Mandatory Obligation”. Where a disclosure is made for these reasons, the Party making the disclosure shall ensure that the recipient of the Confidential Information is made aware of and asked to respect its confidentiality. This disclosure shall in no way diminish the obligations of the parties under this Agreement except to the extent that a Party is compelled by any Mandatory Obligation to disclose Confidential Information without restriction.

To the extent permitted by any Mandatory Obligation, the Receiving Party shall notify the other Party without delay in writing as soon as it becomes aware of an enquiry or any process of any description that is likely to require disclosure of the other Party’s Confidential Information in order to comply with any Mandatory Obligation.

q. Article 15 – Good faith and fair dealing

In carrying out their obligations under this Agreement, the Parties will act in accordance with the principles of good faith and fair dealing. The provisions of this Agreement, as well as any statements made by the Parties in connection with this Agreement, shall be interpreted in accordance with the principles of good faith and fair dealing.

r. Article 16 – Dispute resolution

Any party to this contract shall have the right to have recourse to, and shall be bound by, the Pre-Arbitral Referee Procedure of the International Chamber of Commerce in accordance with its Rules for a Pre-Arbitral Referee Procedure.

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 those Rules.

s. Article 17 – Applicable law

This Agreement is governed by the substantive laws of Italy.

t. Article 18 – No assignment

This Agreement may not be assigned by either Party without the prior written consent of the other party, which shall not unreasonably be withheld. No assignment shall relieve a Party of its obligations under this Agreement with respect to Confidential Information disclosed to that Party prior to the agreed assignment.

u. Article 19 – Written form

This Agreement may not be modified or amended except in writing, signed by authorized representatives of the Parties.

In witness whereof the duly authorized representatives of the Parties have executed this Agreement on the day and year written below.

Date	Date
Place	Place
Name of company	Name of company
Name of representative	Name of representative
Function	Function
Signature	Signature
Stamp	Stamp