



Parties	Name	Location/Date	Signature
SELCOM GROUP			
SUPPLIER			
Comments			

a. Unilateral Confidentiality Agreement

Non-disclosure and restricted use agreement concerning all the Suppliers ' confidentiality duties towards Selcom Group S.p.A. and controlled and connected companies (hereinafter all referred as "Selcom"), Via Grandi 5 – 40013 Castel Maggiore – Italy. The Suppliers are all the firms who are, or are entering, in contractual relationship with Selcom (hereinafter referred as "Supplier").

b. Preamble

1. Supplier intends to engage in discussion and/or possible business relationship and related projects (hereinafter referred as "Purpose");
2. In relation to the Purpose, confidential information has been or will be disclosed by Selcom to the Supplier;
3. The Supplier undertakes to ensure that such information is used only for the Purpose and protected from further disclosure.

c. Article 1 – Definitions

In this agreement unless the context otherwise requires:

"Disclosing Party" means Selcom who discloses Confidential Information to the Supplier.

"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 Supplier who receives Confidential Information from the Disclosing Party.

"Related Company" means any corporation, company or other entity that controls, or is controlled by Selcom or Supplier, or by another Related Company of Selcom or Supplier, 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 Selcom or Supplier to disclose any information.

Supplier 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 license 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 license 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 Supplier acknowledges that Selcom 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 unilateral agreement does not:

- a) create any other relationship;
- b) oblige the Supplier 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 Supplier's obligations under this Agreement shall survive indefinitely or to the extent permitted by the applicable mandatory law.

n. Article 12 – Breach and remedies

In addition to any remedies under the applicable law, Supplier recognizes that any breach or violation of any provision of this Agreement may cause irreparable harm to Selcom, which money damages may not necessarily remedy. Therefore, upon any actual or impending violation of any provision of this Agreement, Supplier recognizes Selcom's right to 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 Supplier.

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

Supplier shall not 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 Supplier 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 Supplier under this Agreement except to the extent that Supplier 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 disclosing 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 Selcom's Confidential Information in order to comply with any Mandatory Obligation.

q. Article 15 – Good faith and fair dealing

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

r. Article 16 – Dispute resolution

Supplier 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 Supplier without the Selcom’s prior written consent, which shall not unreasonably be withheld. No assignment shall relieve Supplier of its obligations under this Agreement with respect to Confidential Information disclosed by Selcom prior to the agreed assignment

u. Article 19 – Written form

This Agreement may not be modified or amended except in writing, signed by Supplier’s authorized representatives. In witness whereof the duly authorized Supplier’s representative has executed this Agreement on the day and year written below.

All pages of this document must be signed.

Date
Place
Name of the supplier
Supplier’s address
Name of Supplier’s representative
Function
Signature
Stamp



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