]HackingTeam[

MUTUAL NON DISCLOSURE AGREEMENT

In order to protect certain confidential information which may be disclosed between them, **H.T. S.r.l.** (HT) and the company identified below Placing , Value co.,ltd.(PV)**(Partner)** agree to the following terms and conditions to cover disclosure of the Confidential Information described below:

1. **Effective Date:** This Agreement shall become effective as of the earlier of the first communication of Confidential Information by either party to the other, or execution by both parties.

2. **Discloser and Recipient:** Each party may disclose to the other information it considers proprietary and confidential. As used herein, the party disclosing Confidential Information is the "Disclosing Party" and the party receiving the Confidential Information is the "Recipient".

Discloser	HT	– Yes	Recipient	PV	- Yes
Discloser	PV	– Yes	Recipient	HT	- Yes

3. **Duration of Obligations:** Disclosures will occur under this Agreement beginning on the Effective Date and ending twelve (12) months thereafter and a Recipient's obligations under this Agreement expire five (5) years after the end of such disclosure period.

4. **Description of the Confidential Information:** The term "Confidential Information" as used herein shall mean any and all proprietary information that is disclosed by Discloser to Recipient, including, but not limited to, matters of a technical nature such as trade secret processes or devices, techniques, data, formulas, inventions (whether or not patentable), specifications and characteristics of products planned or being developed, and research subjects, methods and results; matters of a business nature such as information about costs, margins, pricing policies, markets, sales, suppliers, customers, product plans and marketing plans or strategies; and other information of a similar nature that is not generally disclosed by Discloser to the public. Confidential Information shall expressly include any and all information derived from the Confidential Information, including residual mental impressions of such information.
Recipient's obligations hereunder shall only extend to Confidential Information that relates to the purpose stated in Paragraph 5, or that although not related to such purpose, is nevertheless disclosed as a result of the parties' discussions, and that should reasonably have been understood by Recipient, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to Discloser. Confidential Information may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual or other means.

5. **Use of Confidential Information:** Recipient shall make use of the Confidential Information only for the following purpose: **Product evaluation and Customer Information**

6. **No license granted/Return or destruction of information:** Neither party acquires any intellectual property rights under this Agreement except the limited right necessary to carry out the purposes set forth in paragraph 5 above. All Confidential Information shall remain the property of the Discloser. At Discloser's written request, Recipient will either destroy and certify such destruction or promptly return to Discloser all those materials which comprises Confidential Information and any copies, except a single archival copy which may be held by Recipient's attorney.

7. **Restriction on copying:** Recipient shall not reproduce, in any form, Discloser's Confidential Information unless Recipient obtains Discloser's written permission prior thereto. Any such permitted copies will be considered Confidential Information.

8. **Restriction on disclosure:** Except as may be authorized by Discloser in writing, Recipient will (a) not disclose Confidential Information to any person who is not a party to this Agreement; (b) limit dissemination of Confidential Information only to its employees having a "need to know"; and (c) have an appropriate written agreement with its employees sufficient to enable them to comply with all of the provisions of this Agreement.

9. **Standard of care:** Recipient shall protect Discloser's Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own Confidential Information of a like nature.

10. **Exclusions:** This Agreement imposes no obligation upon Recipient with respect to information that (a) is or becomes a part of the public domain without breach of this Agreement; (b) was in Recipient's possession before receipt from Discloser; (c) is received in good faith by Recipient from a third party without a duty of confidentiality; (d) is disclosed by Discloser to a third party without restrictions similar to those contained herein; or (e) is developed by or for Recipient without use of the Confidential Information.

11. **Court orders:** Confidential Information disclosed in response to a valid order of a court or other governmental body to the extent of and for the purpose of such order, does not represent breach of this Agreement; provided, however, that Recipient uses reasonable efforts to limit disclosure to the smallest amount reasonably possible and that Recipient shall first notify Discloser of the order and permit Discloser to seek an appropriate protective order.

12. **Right to proceed with technology:** This Agreement does not restrict either party from developing, improving or marketing any products or services provided, however, that such activities are not in breach of this Agreement.

13. **Warranties:** Each Discloser warrants to Recipient that it has the right to make the disclosures covered by this Agreement. However, notwithstanding any language to the contrary, the parties are not obligated to disclose any particular information to the other party. Any Confidential Information provided hereunder is on an "AS IS" basis with no warranties, implied or otherwise, including those of merchantability or fitness for a particular purpose.

14. **Term of Agreement and survival clause:** Either party may terminate this Agreement by giving the other party written notice thereof at least thirty (30) days prior to the effective date thereof. However, the obligations of this Agreement shall survive termination or expiration for the period described in paragraph 3.

15. **Choice of law:** This Agreement is made under, and shall be construed according to the laws of the state or province in which the main office of the Discloser is located for any claim arising regarding Discloser's Confidential Information. The parties hereby acknowledge that by virtue of this Agreement, they are conducting business in such location and consent to the jurisdiction of the courts of such location. Any action to enforce the obligations created by this Agreement regarding the Confidential Information shall be brought before a court of competent jurisdiction within such location. The prevailing party in any such action shall be entitled to recover its costs and expenses thereof, including reasonable attorneys' fees.

16. **Injunctive Relief:** The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that either party may seek injunctive and preliminary relief to remedy any actual or threatened unauthorized use or disclosure of the Confidential Information, without requiring the posting of any bond or other security, in addition to any other damages that can be demonstrated.

17. **Amendments:** No addition or modification to this Agreement shall be effective unless made in writing and signed by both parties.

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been signed by the duly authorized representatives of the parties hereto in two (2) identical copies.

H.T. S.r.l.
Via Moscova, 13
20121 Milano - Italy
By:
Name: VALERIANO BELOSSI
Title: CEO
Date: 1/2/2013

H.T. S.r.l.
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P. IVA/C.F. 03924730967

Placing Value Co.,Ltd.

Company: Placing Value Co.,Ltd.
Address: 52/15,16 Krungthep Kreetha Road,
Saphan Soong, Bangkok 10250 Thailand
By:
Name: Mr.Pitak Numsapanan
Title: Managing Director
Date: 15th January 2013