

# ]HackingTeam[

herein; or (e) has been independently developed by employees, consultants or agents of the Recipient without violation of the terms of this Agreement or reference or access to any 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 greatest extent reasonably possible under the circumstances, and that Recipient shall first notify Discloser of the order and permit Discloser to seek an appropriate protective order or other appropriate remedy against the disclosure.
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. Severability: If a competent court holds that (i) any of the provisions contained in this Agreement is for any reason excessively broad with regard to time, geographic scope or activity, that provision shall be construed in a manner to enable it to be enforced to the maximum extent compatible with applicable law; (ii) any provision in this Agreement is void

or unenforceable, such determination that shall not affect the validity or enforceability of any other term or provision.

16. Notice of Breach: Recipient shall notify the Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Recipient, or any other breach of this Agreement by Recipient, and will cooperate with efforts by the Discloser to help the Discloser regain possession of Confidential Information and prevent its further unauthorized use.
17. Governing Law and jurisdiction: This Agreement shall be governed by and construed under the laws of Italy. Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be submitted to and finally settled by a panel of three arbitrators under the rules of the Arbitration Regulation of the Milan Chamber of National and International Arbitration, that the parties declare to be aware of. The arbitration shall be held in Milan and the language shall be English. The Arbitrators will decide according to the rules of the international arbitration set forth in the Italian Code of Civil Procedure.
18. 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.
19. Amendments: This Agreement shall constitute the full and entire agreement between the parties with respect to the confidentiality and non-disclosure of the Confidential Information and shall supersede any and all prior or contemporaneous agreements and understandings relating thereto. No change, modification, or addition to any provision of this Agreement shall be binding unless made in writing and executed by the duly authorized representatives of both Parties. This Agreement may not be assigned by either party without the consent of the other party.

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

HT S.r.l.:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Company

By: Armando Pérez

Title: Director

Signed: \_\_\_\_\_

Date: 1/Dic/2014

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