]HackingTeam[

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, **("Company or 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 "Discloser" and the party receiving the Confidential Information is the "Recipient".

   Discloser HT – Yes Recipient _____ - 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. Notwithstanding the foregoing, the Recipient's duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect until such Confidential Information is no longer to be considered as Confidential Information as stated herein.

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..

   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. 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/or for** exploring a **business relationship** between the Discloser and the Recipient

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 any recording containing Confidential Information from computers or from any other electronic or paper support/device, that are in Recipient's possession or kept or controlled by Recipient and/or by any other person or body which came into the possession of such documents from Recipient, in accordance with the provisions of this Agreement..

7. **Restriction on copying:** Recipient shall not, without the express prior written consent of the Discloser, exploit or make use, directly or indirectly, and/or copy, duplicate or reproduce such Confidential Information, for any other purpose other than the purpose defined under paragraph 5 above; unless Recipient obtains Discloser's written permission prior thereto. Any such permitted copies will be considered, in any case, as a Confidential Information.

8. **Restriction on disclosure:** Except as may be authorized by Discloser in writing, Recipient (a) will not disclose Confidential Information to any person who is not a party to this Agreement; (b) shall not use any Confidential Information to compete or obtain any competitive or other advantage with respect to the Discloser. (c) limit dissemination of Confidential Information only to its employees who clearly have a "need-to-know" such Confidential Information, and then only to the extent of such need-to-know for of the purpose under paragraph 5; and (d), before disseminating Confidential Information to Recipient's employees, (i) to communicate in writing to Discloser the names of such employees, and (ii) to have an appropriate written agreement with its employees enabling them to comply with all of the provisions of this Agreement, to be also notified to Discloser before disseminating Confidential Information.

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) 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

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construed under the laws of Italy. Any dispute arising out 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.

Company: Address:

By: Daysky Co. Ltd. / 4F, No.5, Aly. 2, Ln.108, Yanhe Rd, Tucheng District New Taipei City. 23648, Taiwan

Name: Liu Yunggo / paul

Title: General Manager

Date: 2013/2/27

H.T. S.r.l.
Via Moscova,13 - 20121 Milano, Italy

By: _____

Name: _____

Title: _____

Date: _____

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