

# ]HackingTeam[

HT S.r.l.

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P.IVA: 03924730967 - Capitale Sociale: € 223.572,00 i.v.  
N° Reg. Imprese / CF 03924730967 - N° R.E.A. 1712545

HT SRL  
Via Moscova, 13  
20121 Milano

Egregio Signor  
Maglietta Daniel Julian Giovanni  
20 Evelyn Road #10-01,  
Singapore

Milano, 12 luglio 2012

**Oggetto: Ufficio di Rappresentanza Singapore**

Facciamo seguito alle precedenti intese, per confermarLe, con piacere, il nostro impegno ad instaurare con Lei un rapporto di collaborazione per le attività presso l'ufficio di Rappresentanza - in via di costituzione - a Singapore.

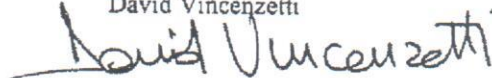
Tale rapporto sarà regolato dal contratto allegato.

Con la presente la informiamo inoltre che, qualora il suo attuale datore di lavoro dovesse trattenere dalle sue competenze di chiusura rapporto il Relocation Package di cui ha beneficiato al momento dell'assunzione, a fronte di documentazione giustificativa, Le rimborseremo quanto trattenuto.

Cordiali saluti.

HT SRL

David Vincenzetti



THIS AGREEMENT is dated July 12 2012

**BETWEEN**

- (1) HT S.R.L. (Registration No. 03924730967) a company incorporated under the laws of Italy and having its registered offices at Via della Moscova n.13, 20121 Milan, Italy (the "Company");

And

- (2) MAGLIETTA DANIEL JULIAN GIOVANNI (Holder of the Italian Passport No. YA2500583, currently residing at 20 Evelyn Road #10-01, Singapore 309 309 (the "Executive").

**RECITALS**

The Company has agreed to employ the Executive and the Executive has agreed to serve the Company as chief Representative and manager of the Company's Singapore representative office on the terms and conditions set out below.

**NOW IT IS AGREED** as follows:

**1. INTERPRETATION**

1.1 In this Agreement, unless the context otherwise requires:

"Agreement" means this Agreement as may from time to time be amended, modified or supplemented pursuant to Clause 12.2;

"Associates" means in relation to any person:

- (a) his Immediate Family member (as hereinafter defined);
- (b) the trustee of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and
- (c) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more;

"CEO" means the Chief Executive Officer of the Company or such other executive holding an analogous position in the Company;

"Commencement Date" means September 1<sup>st</sup> 2012;

"Group" means the Company, and any other company which is for the time being a Subsidiary of the Company and "Group Company" means each or any of them;

"Immediate Family" means the spouse and children of the Executive;

"Normal Business Hours" means from 9 a.m. to 18.00 p.m. as in Singapore or the country in which the Executive may be in that relevant day, this timing shall be considered flexible provided that the Executive performs a 8 hours per day;

"Month" means a calendar month;

"Parties" means the parties to this Agreement and "Party" means any one of them;

"Payments" means the sums payable to the Executive under Clause 5;

"Salary" means the salary payable to the Executive pursuant to Clause 5.1;

"Singapore Bank Account" means the S\$ bank account in Singapore into which Payments under Clause 5 shall be received, details of which shall be notified by the Executive to the Company;

"Subsidiary" means in relation to a corporation, a corporation in which any other corporation (whether directly or indirectly, through another corporation):

- (i) controls the composition of the board of directions of the first mentioned corporation;
- (ii) controls more than half of the voting power of the first-mentioned corporation; or
- (iii) holds more than half of the issued share capital of the first mentioned corporation (excluding any part thereof which consists of preference shares and treasury shares);

"S\$" means the lawful currency of the Republic of Singapore;

"Term" means the period from the Commencement Date until the termination of this Agreement;

"Territory" means the member States of the Association of South-East Asian Nations, the People's Republic of China, the Republic of China on Taiwan, India, Australia and New Zealand, or any other country in Asia;

"Working day" means Monday to Friday in each case except where such day falls on a statutory holiday; and

"Year" means a calendar year.

- 1.2 References to Clauses and Sub-clauses in this Agreement are references respectively to clauses and sub-clauses of this Agreement.
- 1.3 Reference in this Agreement to any law, regulation or other statute includes reference to such law, regulation or statute as may be modified, consolidated or re-enacted from time to time.
- 1.4 Words in this Agreement denoting a singular number include the plural and vice versa; words denoting one gender include both genders and the neuter and words denoting a

person include a corporation, corporation sole, sole proprietorship, firm or joint venture or syndicate, in each case vice versa.

1.5 Headings in this Agreement are for ease of reference only and shall be ignored in construing this Agreement.

## 2. APPOINTMENT

2.1 The Company appoints the Executive and the Executive accepts his appointment as the chief Representative and manager of the Company's Singapore representative office and shall report to the CEO of the Company with the duties described in Clause 3.1.

## 3. DUTIES

3.1 The Executive shall during the Term:

- (a) serve the Company in the capacity as the chief Representative and manager of the Company's Singapore representative office with the objectives of:
  - (i) gathering information on the markets and opportunities for sale and/or distribution of the Group's products in the Territory;
  - (ii) conducting research on the demand or potential demand in the Territory for the products and services offered by the Group;
  - (iii) cultivating business contacts in the Territory for the Company;
  - (iv) gathering information on the requirements for the establishment of business operations within the Territory; and
  - (v) generally to assist the CEO and other members of management of the Company in assessing the feasibility of establishing a permanent presence in Singapore or elsewhere in the Territory;
- (b) unless prevented by ill health or engaged in businesses or offices in which the Executive is permitted to engage under Clause 4, devote substantially the whole of his time, attention and abilities during Normal Business Hours and such additional hours as may reasonably be requisite to administer, supervise and manage the business of the Company, and use his best endeavours to promote the business interests and welfare of the Group;
- (c) perform all such duties as shall be reasonably required by the CEO and carry out all lawful and reasonable instructions of the CEO according to the best of his skill and ability; and
- (d) exercise his best endeavours to comply with, and to procure the compliance by the Company of all laws and regulations relating to the operations of representative offices in Singapore and to ensure the Company performs its operations in accordance with the authorised and restricted activities set out in the Schedule.
- (e) at all times keep the CEO promptly and fully informed of all matters relating to or in connection with the performance and exercise of his duties and powers under this Agreement.

- 3.2 The Company may from time to time and at any time assign any title to the Executive and any other duties to the Executive in addition to or in substitution of any title then held by the Executive and the duties (if any) then assigned to him.
- 3.3 The Company shall, during the Term, at its costs and expenses provide and supply to the Executive such personnel support, office facilities and other assistance (including, without limitation, professional advice) as are reasonably necessary or desirable to enable the Executive to perform and discharge his duties under this Agreement.
- 3.4 The Executive shall work in any place in Singapore which the Company may require for the proper performance and exercise of his duties and powers under this Agreement. If the Executive is posted or required to work in any part of the world outside of Singapore, the parties shall agree on the terms and benefits in relation to such overseas posting or secondment.

#### 4. OUTSIDE INTERESTS AND HOLIDAYS

- 4.1 Subject to Clause 8, the Executive may at any time during the Term, with the prior written consent of the Company, which shall not be unreasonably withheld or delayed, be or become a non-executive director or officer of any company (other than the Company or any other member of the Group) or be engaged, concerned or interested directly or indirectly in any business, trade or office which do not, collectively or individually, compete with the business of the Group or involve any significant devotion of time or attention.
- 4.2 Nothing in the Agreement shall prevent the Executive from, subject to the provisions of Clauses 8.5(a) and (b), holding or being beneficially interested in any class of securities in any company and the relevant company does not carry on any business which competes in any way with the business of the Group.
- 4.3 The following provisions shall apply in relation to any application for consent under Clause 4.1:
- (a) the Executive shall furnish to the CEO a detailed statement of the exact nature of the business, trade or occupation in which he wishes to engage, the exact nature of the duties and obligations imposed on and the extent of commitment required of or to be assumed by him and the amount of time that he intends to devote and is likely to be devoted for such purpose;
  - (b) if the CEO is reasonably satisfied that the nature of the business, trade or occupation in which the Executive wishes to engage is not in competition with the business of the Group and that the time likely to be devoted by the Executive for such business, trade or occupation does not adversely affect the business of the Group, consent shall be given by the CEO, for and on behalf of the Company, to the Executive for his engagement in such business, trade or occupation; and
  - (c) the Executive shall (as a condition precedent to such consent) furnish to the CEO an undertaking that the matter represented in the statement referred to in Clause



4.3(a) will at all times during the Term materially remain correct and accurate and that he will not during the Term act in variance thereof or engage in any conduct or business which may have an adverse effect on the Group or which competes with the business of the Group.

- 4.4 The Executive shall be entitled to, during the Term, paid leave of absence of 22 working days (or such longer period as the Company may agree) for every consecutive period of 12 months. In case of termination of this Agreement, the Executive shall be entitled to choose either to take the remaining holidays matured for the relevant period or receive a payment for the holidays not benefited.
- 4.5 In addition to the paid leave referred to in Clause 4.4 above, the Executive shall be entitled to paid leave in respect of all statutory holidays to which Singaporean employees are entitled under the Singaporean laws and regulations, and all references in this Agreement to "statutory holidays" are to such holidays.

## 5. REMUNERATION, EXPENSES AND BENEFITS

- 5.1 In consideration of the performance by the Executive of his duties hereunder, the Company shall during the Term pay to the Executive an annual salary ("Salary") of S\$ 96,000.00, payable in arrears in 12 monthly instalments of S\$ 8,000.00 into the Singapore Bank Account or such other account as the Parties may agree from time to time. The Executive's entitlement to the Salary and payment of each monthly instalment of the Salary are subject to the condition of this Agreement remaining in force at the date of such payment. For the avoidance of doubt, the Salary does not include any 13<sup>th</sup> month instalment.
- 5.2 The Company may pay the Executive an annual performance-based bonus (the "Performance Bonus"), according to terms and conditions communicated to the Executive, which amount shall be determined by the Company based on:
- (a) targets set out by the Company on its financial year to be communicated to the Executive ; and
  - (b) the CEO's assessment of the Executive's performance based on such criteria and key performance indicators as may be determined by the Company in consultation with the Executive for every financial year in a separate letter which shall be considered incorporated to this Agreement.
- 5.3 All Performance Bonus payments are subject to the condition that no notice of termination of this Agreement has been given by either Party under Clause 9 as at the date of payment of the Bonus
- 5.4 The Company shall pay to the Executive all reasonable expenses properly incurred by the Executive in connection with the performance of his duties under this Agreement.
- 5.5 The Executive shall also be entitled to a reimbursement of up to S\$2,000 per annum for insurance premiums or other fees paid by the Executive for medical, dental, surgical and

hospitalisation coverage for himself and his immediate family..

**6. CONFIDENTIALITY**

- 6.1 The Executive shall not at any time from the date of this Agreement, except as authorised or required by his duties, use, divulge or communicate to or cause or enable any third party to become aware of or use, take away, conceal, destroy or retain for his own advantage or to the detriment of any member of the Group any of the trade secrets, accounts, financial or trading information or other confidential or personal information, including but not limited to any of the technological know-how or information used or applied or which may be used or applied by the Group in relation to its business or potential business or which the Group has obtained from any third party on terms that restrict its disclosure, or use, other confidential technical information, any of the trade secrets, clients' list, accounts, financial or trading information or other confidential or personal information which the Executive may receive or obtain in relation to the business, finances, dealings or affairs of any member of the Group including any information regarding the projects or proposed projects or other technical data or the finances, contractual arrangements, joint venture partners, contracting parties, clients, employees or agents of any member of the Group
- 6.1 The provisions of Clause 6 shall not apply to any disclosure of information or material which:
- (a) was or has become, generally available to the public domain other than as a result of its disclosure by the Executive, except in the other cases of Clause 6.2;
  - (b) was, or has become, available to the Executive on a non-confidential basis from a source other than the Company;
  - (c) has been independently acquired or developed by the Executive without breaching any obligations of confidentiality under this Agreement.
  - (d) has being authorised in writing by the Company;
  - (e) has being legally required or compelled to disclose, provided that the Executive shall disclose only that portion of the information required to be disclosed and, to the extent possible prior to such disclosure, the Executive shall inform the Company for the disclosure to enable it to seek any appropriate remedy.
- 6.2 The Executive shall not during the continuance of this Agreement make otherwise than for the benefit of any member of the Group any notes or memoranda relating to any matter within the scope of the business of any member of the Group or concerning any confidential information of any member of the Group or any of its dealings or affairs nor shall the Executive either during the continuance of this Agreement or afterwards use or permit to be used any such notices or memoranda otherwise than for the benefit of any member of the Group it being the intention of the parties hereto that all such notes or memoranda made by the Executive and confidential information shall be the property of the Company or such other member of the Group. Upon the termination of the Executive's appointment hereunder, the Executive shall return the said notes, memoranda and confidential information or provide evidence of its destruction to the

satisfaction of the Company or such other member of the Group.

- 6.3 The Executive shall not make improper use of any information acquired by virtue of his position as an officer of the Company to gain, directly or indirectly, an advantage for himself or for any other person to the detriment of the Group.

## 7 COPYRIGHT AND INVENTIONS

- 7.1 In consideration of the salary payable to the Executive under this Agreement, the Executive acknowledges that all rights of discovery, inventions, patents, know-how, process, copyright, design, trade and service marks, trade name or get up which result from or arising from or in connection with his employment under this Agreement (in particular but without limitation rights to all concepts, process, designs, programmes, sketches, drawings, get up, schemes, models and specifications) in relation to the business of the Company or reasonably incidental thereto shall belong absolutely to the Company or such other member of the Group as the Company may nominate for this purpose and the Executive hereby assigns the same to the Company or such other member of the Group as the Company may nominate for the purpose by way of present and future assignment to hold the same unto the Company and/or its nominee absolutely throughout the world.

- 7.2 If at any time during the Term the Executive shall either alone or jointly make, discover or acquire any business concept or idea, invention, discovery, design, copyright work, development, improvement, process and secret whatsoever or any interest therein (whether the subject of letters patent or not) which shall relate to or concern any of the services, products or the production of any matter whatsoever of the Company or by any member of the Group or any of the principals, joint venture partners, contracting parties or clients of the Group in respect of any business or potential business which is reasonably related to any business of the Group (hereafter together referred to as an "Invention") or if details of any Invention shall be communicated to the Executive by any other employee of any member of the Group, then:

- (a) the Executive shall forthwith in writing communicate full details thereof including all necessary plans and models to the Company or as the Company may direct;
- (b) any Invention made or discovered by the Executive or his share therein if made or discovered jointly shall belong to and be the absolute property of the relevant member of the Group;
- (c) at the request of the Company and both during the Term and after its expiry or termination the Executive shall at the expense of that member of the Group or its nominee as part of his duties under this Agreement join with and assist that member of the Group or its nominee in obtaining and/or renewing letters patent, copyright, design and/or trade or service mark registration or other like protection in such countries as the Company may direct for any Invention and shall execute such deeds and documents and carry out such acts as may be necessary for vesting in that member of the Group or its nominee absolutely, as the case may be, the sole beneficial right, title and interest in any Invention. In the case the Company or its nominee shall be reimbursed by the Company for all expenses that the Executive may incur in the performance of such obligations; and none of



the members of the Group shall be under any liability to account to the Executive for any revenue or profit derived or resulting from any Invention.

- 7.2.1 The Executive agrees to indemnify and keep effectively indemnified the Company on demand from and against all actions, demands, claims, proceedings and liabilities incurred or sustained by any member of the Group in connection with any breach by the Executive of any of his obligations under Clause 6, this Clause 7, Clause 8.1 or Clause 8.2 or his obligations implied by law in relation to any of the matters mentioned in such Clauses whith a maximum amount equal to the Salary received by the Executive in the previous 12 months in aggregate.

## 8 RESTRICTIVE COVENANTS

- 8.1 The Executive hereby covenants with and undertakes to the Company that he shall notand that he will procure that none of his Associates will:

- (a) from the date of this Agreement and within 12 months from the date of the expiry or the sooner determination of the Term either alone or jointly with or as manager or agent for any person, firm or company directly or indirectly and whether or not for gain:
  - (i) engage, employ or solicit for employment by any person in any business any employee, former employee, agent or former agent of the Company(save and except former employees whose employment with the Company has been terminated for a period of not less than one year prior to their engagement by the Executive, and relatives of the Executive); or
  - (ii) be interested in any project or proposal for the acquisition or development of or investment in:
    - (aa) any business or asset in which the Company was during the Term considering to acquire, develop or invest, unless the Company shall have decided against such acquisition, development or investment or invited the Executive or his Associates in writing to participate in, or consented in writing to the Executive or his Associates' acquisition or development of or investment in, such business or asset; or
    - (bb) any asset of the Company, unless such asset is offered by the Company for sale to or development by third parties; or
- (b) at any time after the expiry of the Term or its sooner determination use the name or any imitation thereof of the Company in any part of the world, or use in any other territory in which the Company then operates any name which is the same as or similar to any of the trade or service marks of the Company or any brand name proposed brand name of any of the Company's products or proposed products, or represent himself or themselves as carrying on or continuing or being connected with any member of the Company or its business for any purpose whatsoever unless otherwise agreed by the Company.

- 8.2 Since the Executive has obtained and is likely to obtain in the course of his employment hereunder Trade Secrets and other Confidential Information and since the Executive has and is likely to obtain during the course of his employment hereunder personal knowledge and influence over joint venture partners, contracting parties, customers, clients, staff, officers, suppliers and agents of the Company, the Executive hereby agrees with the Company that in addition to the restriction contained in Clause 6 he will not for a period of one year after the expiry of the Term or its sooner determination use either on his own account or for others or partly for himself and partly for others such Trade Secrets or other Confidential Information, save in each case with the prior written consent of the Company.
- 8.3 The Company hereby covenants with and undertakes in favour of the Executive that it will not after the expiry of the Term or its sooner determination use the Executive's name or represent that the Executive is carrying on or continuing to be or being connected with the Company or their businesses whether in Singapore or elsewhere in the world.
- 8.4 For the purpose of Clause 8.2:
- (a) "Trade Secrets" means trade secrets including knowledge of and know-how in connection with the Company or any of its businesses or proposed businesses and which are so confidential as to require protection as trade secrets; and
  - (b) "other Confidential Information" means:
    - (i) any information imparted to the Executive on the express basis that it is confidential; and
    - (ii) any other information or knowledge received or obtained by the Executive pursuant to Clause 6 which if used, divulged or communicated to any person other than in accordance with Clause 6 would have infringed the restriction in that Clause.
- 8.5 Nothing in this Clause 8 (other than Clause 8.2) shall apply to:
- (a) the continuing involvement or any involvement by the Executive or any of his Associates in any business in which he or any of his Associates are at the Commencement Date directly or indirectly interested, or any business in which he or any of his Associates have, together with the Company, whether before or after the Commencement Date, a direct or indirect interest; or
  - (b) the direct or indirect holding of any securities listed on a stock exchange where the total voting rights exercisable at general meetings of the company concerned as represented by such holding do not exceed five per cent. (5%) of the total voting rights attaching to the securities of the same class as that held by the Executive and/or his Associates, provided that neither the Executive nor any of his Associates participate in or are otherwise involved in the management of such company; or
  - (c) the holding by the Executive or any of his Associates of any securities of the

Company or any of its listed subsidiary or associated companies.

- 8.6 While the restrictions contained in this Clause 8 are considered by the Parties to be reasonable in all the circumstances it is agreed that if anyone or more of such restrictions shall either taken by itself or themselves together be adjudged to go beyond what is reasonable in all the circumstances for the protection of the legitimate business of the Company if any particular restriction or restrictions were deleted or if any part or parts of the wording thereof were deleted, restricted or limited in a particular manner then the restriction contained in this Clause 8 shall apply with such deletion, restriction or limitation as the case may be.
- 8.7 In the event of and notwithstanding the expiry of the Term or its sooner termination, each of the parties covenants with and undertakes to the other that it or he will at all times and in all respects continue to observe and comply with the provisions of this Clause 8 during the time stipulated herein.

## 9 TERMINATION

- 9.1 Either Party may terminate this Agreement by giving the other not less than two months' notice in writing of its intention to do so.
- 9.2 The Company may immediately terminate the appointment of the Executive under this Agreement by service of a notice in writing to such effect to the Executive if:
- (a) the Executive shall be disqualified to act as a director or officer of the Company under any applicable law or the articles of association of the Company or any Group Company;
  - (b) the Executive shall be found guilty of fraud, gross misconduct or wilful neglect of duty or shall commit any continued material breach of the terms of this Agreement or persistently refuses to carry out any reasonable lawful order given to him in the course of his employment or persistently fails diligently to attend to his duties after written warning (other than a breach which is capable of remedy and has been remedied by the Executive within 30 days upon his being called upon to do so in writing by the Company);
  - (c) the Executive shall be found guilty of conduct likely to bring himself or any member of the Group into disrepute;
  - (d) the Executive shall become bankrupt or make any arrangement or composition with his creditors or suffers a receiving order being made against him;
  - (e) the Executive is convicted of any criminal offence (other than an offence which in the reasonable opinion of the Company does not affect his position);
  - (f) the Executive shall during the Term be absent (other than during periods of statutory holiday and annual leave) for an aggregate period of 45 working days.
- 9.3 The Company may, if it is advised that it is not entitled under any applicable law to terminate this Agreement by immediate notice pursuant to Clause 9.2, terminate this



Agreement upon the occurrence of any of the events specified in Clause 9.2 by 7 days' notice in writing or such other notice period permitted by applicable law served on the Executive.

- 9.4 The Executive shall have no claim against the Company or the Group for any compensation or damages for or otherwise by reason of termination under this Clause 9 and no delay or forbearance by the Company and/or the Group in exercising any such right of termination shall constitute a waiver of that right.

#### 10 EFFECT OF TERMINATION

- 10.1 All documents, records, correspondence, price lists, accounts, statistics, equipment or other property relating to the businesses or affairs of any member of the Group (including all those items referred to in Clause 6) kept in the possession or under the control of the Executive and all copies thereof or extracts therefrom made by or on behalf of the Executive shall be and remain the property of the relevant member of the Group and shall be delivered up to the Company upon the expiry of the Term or its sooner determination.

- 10.2 If the Executive is at any time appointed as director or executive officer of the Company, he shall on or after the expiry of the Term or its sooner determination resign in writing from any office held by him as director or executive officer of the Company and to execute an acknowledgment under seal to the effect that he has no claims against the Company or any of its subsidiaries (as the case may be) for compensation for loss of office or otherwise.

- 10.3 The Executive shall upon the expiry of Term or its sooner determination transfer, without payment and in such manner as the Company may require, all such shares in any of the Company's subsidiaries or associated companies as are held by him as nominee for the Company or any of its subsidiaries.

- 10.4 Save as otherwise provided in this Agreement, the Company shall pay the Executive any balance of remuneration and benefits as agreed in this Agreement in proportion to his length of service, or any such amounts as agreed between the Parties.

#### 11 EFFECT OF RECONSTRUCTION

The Executive acknowledges that if this Agreement is terminated by reason of the winding up of the Company, or the liquidation of the Company or the transfer of its business to another company for the purpose of reconstruction or amalgamation and he is offered employment with any concern or undertaking resulting from such reconstruction or amalgamation on terms and conditions which are both in form and substance no less favourable taken as a whole than the provisions of this Agreement, he will have no claim against the Company or any Group Company in respect of such termination.

#### 12 ENTIRE AGREEMENT

- 12.1 This Agreement embodies all the terms and provisions of and relating to the employment of the Executive by the Company and/or by any member of the Group.

12.2 The terms of this Agreement may only be varied in writing by the Parties hereto or their duly authorised agents.

### 13 PRIOR AGREEMENTS

This Agreement is in substitution for and shall supersede all former and existing agreements or arrangements made orally or in writing relating to the employment of the Executive by any member of the Group which shall be deemed to have been cancelled with effect from the date of this Agreement and no Party shall have any claim in respect of any such superseded agreements or arrangements.

### 14 SERVICE OF NOTICE ETC.

14.1 Any notice, claim, demand, court process or other communication under this Agreement (collectively "Communication" in this Clause 14) shall be in the English language and may be served or given personally or sent to the address stated after the relevant Party's name at the beginning of this Agreement, or to such other address, telex or facsimile numbers as may from time to time be notified by one Party to the other in writing specifically referring to this Agreement, by the following means and the addressee of such communication shall be deemed to have received the same within the time stated adjacent to the relevant means of despatch:

<u>Means of despatch</u>	<u>Time of deemed receipt</u>
Local mail or courier	24 hours
Telex	on despatch
Facsimile	on despatch
Air courier/Speedpost	3 days
Airmail	5 days

14.2 A Communication served in accordance with Clause 14.1 shall be deemed sufficiently served and in proving service and/or receipt of a Communication it shall be sufficient to prove that such Communication was left at the addressee's address or that the envelope containing such Communication was properly addressed and posted or despatched to the addressee's address or that the Communication was properly transmitted by telex, facsimile or cable to the addressee. In the case of Communication by telex, such communication shall be deemed properly transmitted upon the receipt by the machine sending the telex the telex answerback of the addressee; and in the case of facsimile transmission, such transmission shall be deemed properly transmitted on receipt of a satisfactory report of transmission printed out by the sending machine.

14.3 Nothing in this Clause 14 shall preclude the service of Communication or the proof of such service by any mode permitted by law.

### 15 ASSIGNMENT

Save as provided under Clause 3, none of the rights or duties of the Company or the Executive under this Agreement may be assigned, transferred, sub-contracted or delegated.

**16 NO RIGHTS OF THIRD PARTIES**

A person who is not a party to this Agreement has no right under any applicable law to enforce any term of this Agreement.

**17 PROPER LAW AND FORUM**

This Agreement shall in all respects be interpreted and construed in accordance with and governed by Singaporean law and each of the Parties hereby irrevocably submits to the non-exclusive jurisdiction of the Singapore courts, without prejudice to either Party's right to bring proceedings in another jurisdictions.

**18 GENERAL**

18.1 The failure of the Parties at any time or times to require performance of any provision hereof shall in no manner affect the Party's right at a later time to enforce the same. No waiver by the Parties of the breach of any term or covenant contained in this Agreement whether by conduct or otherwise in anyone or more instances shall be deemed to be or construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant contained in this Agreement. Each of the rights and remedies provided herein shall be in addition to and not exclusive of any rights or remedies provided by law.

18.2 The termination of this Agreement howsoever, arising shall not operate to affect such of the provisions hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any other accrued rights or remedies of the Parties.



## SCHEDULE I

### 1. Authorised business activities of a Representative Office:

- 1.1 collecting information about business markets, competitors or customers;
- 1.2 conducting research on the demand for the product or service, potential customers' needs and price expectation;
- 1.3 gathering information on regulatory requirements related to establishing a permanent entity in Singapore;
- 1.4 cultivating trade contacts and handling product enquiries; and
- 1.5 participating in exhibitions and trade shows.

### 2. Restricted Activities of a Representative Office:

- 2.1 engage in any trade (including import & export) or business activities;
- 2.2 lease warehousing facilities;
- 2.3 lease its office to other establishments for a fee;
- 2.4 enter into business contracts, issue invoices/receipts, open/receive letters of credit and contracts on behalf of its parent entity or provide services for a fee;
- 2.5 source/procure or identify suppliers/sources of raw materials, components or other industrial products;
- 2.6 provide consultancy services/project or systems implementation;
- 2.7 negotiate sales and contracts;
- 2.8 engage in promotional activities such as advertising and marketing;
- 2.9 coordinate orders/activities/businesses between the Company and customers;
- 2.10 provide service, support and manage distributors, agents, representatives and customers in the region;
- 2.11 provide technical supervision, consultations and quality control checks on goods;
- 2.12 provide technical sales and market assistance to distributors/dealers and end users;
- 2.13 provide administrative support to related subsidiaries/branches in Singapore and the region; and
- 2.14 provide marketing services.



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SCHEDULE II

Performance bonus to be defined



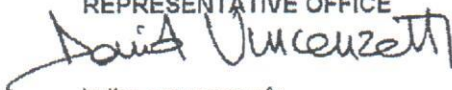


IN WITNESS whereof the Parties entered into this Agreement the day and year first above written.

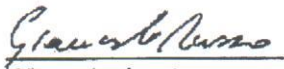
**THE COMPANY**

SIGNED by DAVID VINCENZETTI

for and on behalf of  
HACKINGTEAM S.R.L  
REPRESENTATIVE OFFICE



in the presence of :  
GIANCARLO RUSSO



Witness's signature  
Name: Giancarlo Russo  
Address: Via Moscova 13  
Designation: COO

**THE EXECUTIVE**

SIGNED by DANIEL JULIAN GIOVANNI MAGLIETTA



in the presence of :

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Witness's signature  
Name:  
Address:  
Designation: