

NON-DISCLOSURE AGREEMENT	Code	Ed.
	6AA-GA100368	02

This Confidentiality Agreement (hereinafter briefly referred to as Agreement) is stipulated on this and is to be deemed applicable to all information as will be exchanged between the contracting parties within their commercial relationships.

The contracting parties are:

SELEX Elsag S.p.a., a company subject to direction and coordination of Finmeccanica S.p.a, with registered head office in Genoa, via G. Puccini 2, share capital Euro 60,000,000.00= fully paid up, entered in the Register of Companies of Genoa under No. 00808100010, VAT number 03299110100

and

..... with registered office in address, share capital, entered in the Register of Companies of under No. VAT number

The said Companies may henceforth also be referred to individually as Party, and collectively as Parties.

A. For the purposes of this Agreement, the expression “Confidential Information” shall indicate all information (of financial, technical, commercial and any other nature whatsoever), transmitted by a party (the Issuer) to the other (Receiver), either directly or through other parties, within the same Agreement, or anyway within subsequent agreements, invitations to offer, purchase orders, contracts, etc., be it verbal or written or consisting of images, samples, instruments, source-code or object-code software, as well as any other connected information, under any form whatsoever, including, for example and without limitation, data relating to computer programs, models and similar, markets, “business plans”, agreements with third parties, services, customers, commercial or financial aspects of the Issuer, provided that such information, if supplied in writing, reports in a clear and evident manner the expression “proprietary” or “confidential” or, if supplied orally or by images, or however in any non-written form, is identified as “Confidential Information” at the moment that it is given and such qualification is confirmed in writing within 30 (thirty) days. At any rate, during such period all cautions and restrictions set forth in this Agreement for the use and disclosure of “Confidential Information” shall be applied. “Confidential Information” shall also include any information obtained further to examination, testing or analysis of any hardware element, or part thereof, supplied by the “Issuer”, even though the above evidence and qualification requirements are not fulfilled.

B. The Receiver shall:

- a) Keep the “Confidential Information” strictly as such and limit the relevant access only to those employees for whom it is necessary within the commercial relationships of the Parties;
- b) not use the “Confidential Information” for purposes other than those indicated above;
- c) not disclose the “Confidential Information” without a prior consent in writing from the “Issuer”. It remains understood, however, that each Party shall allow access to “Confidential Information” only to employees of companies of their own Group – or to external Auditors (henceforth also “Auditors”) – who need it exclusively with regard to the subject matter hereof between the Parties. In addition, they shall ensure that such employees or Auditors be previously informed of the confidentiality obligations under this Agreement. The expression Group shall mean, for each Party, the same Party and its subsidiaries – i.e. companies in which such Party has a participation interest exceeding 50% of the share capital – as well as, with regard to SELEX Elsag, the controlling company Finmeccanica S.p.A.

C. The obligations and restrictions under the preceding item shall not apply to information in respect of which the “Receiver” is able to prove:

- that it was already known to such Party, without any limitation to its use or diffusion, prior to its transmission under this Agreement;
- that it is public, or has become such, for reasons other than the stipulation/termination of the Agreement;
- that it has been legally obtained from a third party, with no communication relevant to the presence of restrictions to its use and diffusion;
- that it has been developed and inferred by the “Receiver” independently of the received “Confidential Information”;
- that it is used or spread in compliance with laws or regulations or pursuant to measures of Authorities.

D. For the purposes of this Agreement, “Classified Information” shall mean information, documents and any kind of news which the Government of the “Issuer” Country has submitted or intends to submit to security measures, regardless of whether such information is transmitted orally, electronically, in writing or by material delivery. Each Party therefore undertakes to apply the provisions relevant to such security measures, as transmitted to such Party by the “Issuer” and set forth by the national Government of the latter with regard to:

- disclosure of “Classified Information”;
- reception of “Classified Information”;
- protection, use and treatment of “Classified Information”.

the provisions of this clause shall at any rate remain in force even in case of cessation or termination of this Agreement, for any reason whatsoever.

E. The obligation to keep the “Confidential Information” strictly confidential shall be fulfilled if the Receiver adopts in its respect the same controls and cautions used to avoid the disclosure, publication and diffusion of its own “Confidential Information”, it being understood that a reasonable level of diligence must in all events be maintained in that regard.

F. The Parties agree that the “Receiver” shall not acquire, even implicitly or in any other manner, the ownership of rights or licenses relevant to the “Confidential Information” in consequence of their transmission;

G. Upon cessation of the Agreement, the “Receiver” shall not keep any “Confidential Information” transmitted to him pursuant to the same Agreement and, on request from the “Issuer”, he shall return to this latter or destroy all “Confidential Information” incorporated in any material form, together with all existing copies thereof.

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- H. This Agreement contains the full understanding of the parties with respect to the subject matter thereof and it supersedes all prior communications or relationships between the Parties. This Agreement shall not be intended to establish any collaboration, joint-venture or similar between the Parties. No amendment or addition to, or waiver of, any provision of this Agreement shall be binding if it is not made in writing and signed by authorized representatives of both Parties.
- I. This Agreement shall have validity for 2 (two) years of the date of the last subscription and, unless it is renewed in writing, it shall expire once such period has elapsed. The confidentiality obligations under this Agreement shall at any rate survive the expiry thereof and shall be effective for 5 (five) years starting from the date of transmission of the Confidential Information.
- L. This agreement is governed by Italian laws. The exclusive place of jurisdiction for any dispute as may derive from the interpretation and performance of this Agreement shall be Genoa.

Read, accepted and undersigned

The Supplier
Stamp and Signature

SELEX Elsag Spa
Stamp and Signature