

## CONFIDENTIALITY AGREEMENT

This Agreement is made this .....day of .....2016 by and between

**PIAGGIO & C. SPA**, a Company incorporated under Italian law having its registered office at Viale Rinaldo Piaggio, 25 Pontedera (Pisa) Italy (and hereinafter referred to as “Piaggio”) which term includes its successors and permitted assigns and

..... (and hereinafter referred to as the “Company”)

WHEREAS, Piaggio has given the Company access to information and data of a technical, financial and commercial nature-which is acknowledged by both parties as of a confidential nature, relating to ..... (the “Purpose”).

The Parties wish to protect such information in the manner set out in this Agreement.

NOW IT IS HERBY AGREED AS FOLLOWS:

1. **Definitions**

1.1 “**Agreement**” shall mean this Confidentiality Agreement

1.2 “**Confidential Information**” shall mean any information, data, drawings and materials (hereinafter referred to as “Information”) relating to the Purpose and Piaggio’s business or affairs disclosed whether in writing, orally or by any other means to the Company by Piaggio whether before or after the date of this Agreement, but shall not include any part of such disclosed information or data which:

- is or becomes common knowledge or in public domain without breach of this Agreement by the Company or
- the Company can show that it was in its possession or known to it by competent evidence and was not previously acquired by the Company from Piaggio under an obligation of confidence or
- has been developed for or by the Company at any time independently of any information disclosed to it by Piaggio or
- the Company obtains or has available from a source other than Piaggio without breach by the Company or such source of any obligation of confidentiality or non use towards Piaggio or
- is hereafter disclosed by Piaggio to the Company without restriction on disclosure or use or
- Is disclosed by the Company with the prior written approval of Piaggio.

1.3 “**Parties**” shall mean Piaggio and the Company and “**Party**” shall mean either the Company or Piaggio as the case may be

1.4 “**Purpose**” shall mean any discussions and negotiations between or within the Parties concerning or in connection with the establishment of a business relationship between the Parties.

2. **Handling of Confidential Information**

- 2.1 The Company shall maintain Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which the Company applies to its own confidential information which the Company warrants as providing adequate protection against an authorized disclosures, copying or use.
- 2.2 The Company warrants that it will use its best endeavors to ensure that disclosure of such Confidential Information is restricted to those employees, Affiliates' employees or directors of the Company having a need to know the same for the Purpose. Affiliates shall mean any person or entity directly or indirectly controlling, controlled by or under common control with such party. Copies or reproductions shall not be made except to the extent reasonably necessary for the Purpose and all copies made shall be the property of Piaggio.
- 2.3 When the Purpose between the Parties have either concluded or the Agreement has been terminated, the Company undertakes to promptly return to Piaggio all data given by Piaggio including any copies thereof.

### 3. **Limitations and Warranty**

- 3.1 The Company shall not divulge Confidential Information in whole or in part to any third party or person and shall use the same only and exclusively for the Purpose. Notwithstanding the foregoing the Company shall be entitled to make any disclosure of any Confidential Information required by law or by any authority or under an order of a court or a competent authority provided that it gives Piaggio reasonable prior written notice of such requirement of such disclosure.
- 3.2 Piaggio authorizes the Company to use the Confidential Information for the Purpose. Both Parties acknowledge that this Agreement does not imply any waiver of any right or action under the patent trademark copyright design or other intellectual property laws.
- 3.3 The Company acknowledges that the intellectual property including but not limited to patents, trade marks, copyright and design in the Information that is given to the Company by Piaggio will remain the exclusive property of Piaggio.

### 4. **Notices**

- 4.1. All notices under this Agreement shall be in writing, sent by telex, facsimile or recorded delivery post by courier to the other Party being served at its address specified above or hereinafter notified to the other Party. The date of service shall be deemed to be the day following the day (excluding holidays, Saturdays and Sundays) on which the notice was transmitted or in the case of courier on the expiry of two working days after the notice was handed over to the courier, as the case may be.

### 5. **Term and Termination**

- 5.1 The resections and obligations contained herein shall continue for period of 5 (five) years from the date of signature of this agreement. Piaggio has the unilateral right to terminate this Agreement on account of breach of any of the obligations under the Agreement by the Company by giving a notice as specified in the Agreement. Within 30 days of the receipt of such notice from Piaggio terminating the Agreement, the Company shall return all Information that it has received including copies thereof from Piaggio under the terms of this Agreement.

### 6. **Injunctive Relief**

- 6.1 The Company agrees that in addition to whatever remedy may be available to Piaggio under applicable law, Piaggio shall be entitled to seek injunctive relief with respect to any actual or threatened violation of this agreement by the Company.

7. **Non Assignment**

7.1 This Agreement shall not be transferred or assigned in whole or in part by the Company without the prior written consent of Piaggio

8. **Dispute resolution and Governing Law**

8.1 If any dispute or difference of any kind whatsoever arises between the Parties in connection with or arising out of this Agreement, its implementation, breach, termination or invalidity, the Parties shall resolve them by resorting to the exclusive jurisdiction of Italian Courts in the venue of Pisa (Italy).

8.2 This Agreement shall be governed by and construed in accordance with Italian law.

AS WITNESS this Agreement has been signed on behalf of each Party by its duly authorized representative as of the day and year first above written.

SIGNED for and on behalf of  
**PIAGGIO & C. SPA**

Company's Authorized Signatory

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