**THIS AGREEMENT is between**

**“Owner”**

U-First Srl

Via G. Amendola 46

00185 Roma

P.I. 12753241004

And

**“Recipient”**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***WHEREAS***

*(A) Owner possesses certain Proprietary Information which Owner is willing to disclose to Recipient on the terms set out below*

*(B) Recipient is willing to accept the Proprietary Information on those terms and to use the Proprietary Information only for the purpose of evaluation of the partnership (“the Permitted Purpose”).*

*(C)*  *The owner has developed a Mobile Application that will provide services by charging a fee. The application will allow users i.e. registered members to optimize the wait of the expected queue. It would allow the users to be part of a Fast Track or Fast Lane service.*(D) *The application is called U -First and the trademark/brand is registered Internationally , according to each countries regulations governing the registration of trademarks and patents, intellectual property , software development and service delivery.*

***Strictly Private and Confidential***

***Rome, 29th October 2014***

**CONFIDENTIALITY AGREEMENT**

In connection with the potential interest to cooperate on a development of a project as mentioned in the Whereas A-B-C-D-E-F (the “**Possible** **Transaction**”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ represented by Mr \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in his quality of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "**Potential Partner**") is interested in obtaining information relating to the Possible Transaction and therefore the Potential Partner accepts and confirms the undertaking to comply to the terms and conditions of this agreement (the "**Confidentiality Agreement**"). The Potential Partner understands and agrees that the obligations under the Confidentiality Agreement shall be in any case effective and binding from the date hereof and irrevocable for the Potential Partner and the Permitted Parties whether they are accepted or not by the Owner, U-First Srl ("**U-FIRST**").

# 

# DEFINITIONS AND INTERPRETATION

## In this Confidentiality Agreement (except where the context requires otherwise):

## “Confidential Information” means any and all information in whatever form (including in oral, written, electronic and visual form) - irrespective of whether or not such data, documents and/or information are marked as being “confidential” - relating to the U-First and/ or the Possible Transaction, including information relating to the ideas, data, business, , plans, proposals and/or developing prospects of the Possible Transaction, which is disclosed by or acquired from U-First and from any person acting on their behalves, including but not limited to:

1. financials and business data; commercial, strategic and development plans, studies and analysis; market researches and relevant final or provisional results; features and specifications of the business; patents and any other intellectual property rights; customers’ and suppliers’ names, prices and any relevant terms and conditions; information regarding logistic, collection and delivery of products; names and qualifications of the managers; and any other information which may be of interest to the competitors of U-First;
2. publications, documents, registrations and accounting books and records, including all the documentation provided during the procedure concerning the Possible Transaction, in particular due diligence report(s) in relation to the Possible Transaction issued or to be issued by the U-First at different phases;
3. the details of relationships and transactions entered into with other third parties, including (without limitation) customers’ and/or suppliers’ information or data;
4. information of any nature regarding U-First and/or the Possible Transaction, acquired by means of conversations with U-First members, their financial advisors, consultants or with the management and shareholders of U-First
5. any opinion, report, comment or analysis, compilations, studies or other documents prepared by the Possible Partner and by the Permitted Parties which contain or otherwise reflect or are generated from and on the basis of the Confidential Information or prepared by others on our behalves and in our interest;
6. the existence and contents of this letter, and communications, discussions and negotiations between the Owner and the Potential Partner and our respective Representatives relating to the Possible Transaction or any of its terms, conditions or other facts with respect to it (including the status of such negotiations);
   1. but excludes information:
7. which is in, or which enters into, the public domain otherwise than as a consequence of any breach of any undertaking contained in or given pursuant to this Confidentiality Agreement; or
8. which U-First confirms in writing that can be disclosed on a non‑confidential basis;
   1. and all references to Confidential Informationin this Confidentiality Agreement shall be construed accordingly. All references to Confidential Information in this Confidentiality Agreement shall be to the full or any part or parts of such Confidential Information as the context permits.

## “Intellectual Property Rights” means:

## all title, rights or interest of either party in all patents, trade-marks, service marks, registered designs, applications for any of those rights, trade and business names (including internet domain names and email address names), unregistered trade-marks and service marks, copyrights, know-how, database rights, rights in designs and inventions and all rights of the same or similar effect or nature in any jurisdiction and including moral rights.

## "Permitted Parties" means:

* + 1. those of Potential Partner Representatives who are directly concerned with the Possible Transaction; and
    2. any person to whom the Potential Partner disclose the Confidential Information with U-First's prior written consent;
  1. which have signed this Confidentiality Agreement and expressly undertook to comply with the obligations provided here to, and "**Permitted Party**" means any one of them;

## "Permitted Purpose" means the consideration, evaluation and negotiation of the Possible Transaction;

## "Representatives" means, in relation to any person, its directors, shareholders, officers, employees, consultants, auditors and professional advisers;

## In this letter (unless the context requires otherwise):

### **"including", "includes"** or **"in particular"** means including, includes or in particular without limitation;

### **"written"** or **"writing"** includes faxes and email;

### the singular includes the plural and vice versa.

# UNDERTAKING

* 1. In consideration of U-First agreeing to make available and making available to the Potential Partner the Confidential Information as part of discussions regarding the Possible Transaction, the Potential Partner undertakes towards U-First that the Potential Partner shall comply- and that the Permitted Parties shall comply pursuant with the laws of England and Wales - with the terms of this Confidentiality Agreement.

# CONFIDENTIALITY

## Subject to paragraphs 4 and 7, the Potential Partner shall treat and keep all Confidential Information as secret and confidential and shall not, without U-First’s prior written consent:

### disclose or permit the disclosure of the Confidential Information to any person; or

### copy or permit the copying of any Confidential Information.

## The Potential Partner shall not use or permit the use of the Confidential Information for any purpose other than the Permitted Purpose. In particular, the Potential Partner shall not use or permit the use of the Confidential Information to obtain a commercial, trading, investment, financial or other advantage over U-First or otherwise use it to U-First's detriment.

## The Potential Partner shall keep all Confidential Information safely and securely and the Potential Partner shall use the best endeavours to protect it against theft, damage, loss and unauthorised access (including access by electronic means).

## The Potential Partner shall not have contacts or perform any activities with employees, customers, affiliates or suppliers of U-First and/or companies controlled by U-First, and shall not perform activities that are or may be directed at, or have the consequence of, inducing that such entities notwithstanding employment, collaboration, supply, business, relationships with U-First and/or companies controlled by U-First act in his favour or in favour of any Permitted Parties; and the Potential Partner shall not solicit, try to obtain, hire as employee or consultant, help or assist in the employment or procure the employment or hire as consultant, directly or indirectly, any person that is currently employed by and/or assists as a consultant to U-First and/or companies controlled by U-First.

# INTELLECTUAL PROPERTY

# All Intellectual Property Rights in all Confidential Information disclosed by one party to the other and in all media comprising such Confidential Information shall as between the parties remain the property of the disclosing party and nothing in this Agreement shall be taken to represent an assignment, license or grant of other rights in or under such Intellectual Property Rights.

# PERMITTED PARTIES

## The Potential Partner is allowed to disclose the Confidential Information only to Permitted Parties, but only to the extent that such disclosure is necessary for the Permitted Purpose.

## The Potential Partner shall procure that, before any Confidential Information is disclosed to any Permitted Parties:

### such Permitted Party is informed of the confidential nature of the Confidential Information and of the obligations under this Confidentiality Agreement; and

### each of Permitted Party complies with the terms of this Confidentiality Agreement as if they were the Potential Partner.

# RETURN OF CONFIDENTIAL INFORMATION

## The Potential Partner shall promptly, on written demand from U-First and/or in the event that the Possible Transaction at any phase is interrupted:

### return to U-First or destroy, or procure the return to U-First or the destruction of all Confidential Information (including all copies of it) held by the Potential Partner or by any Permitted Party;

### delete or procure the deletion of all Confidential Information from any computer, word processor or other device in Potential Partner or any of Permitted Party's possession or control;

### delete or procure the deletion of all documents, spreadsheets, records, reports, notes or other writings that is in relation to the Confidential Information ; and

### confirm in writing to U-First that the Potential Partner and all the Permitted Parties have complied with the provisions set out in paragraphs 6.1.1 to 6.1.3 above.

## Nothing in paragraph 6.1 shall require the Potential Partner or any Permitted Parties to return, destroy or delete Confidential Information to the extent that the Potential Partner and/or the Permitted parties are required to retain such Confidential Information by law or to satisfy the rules or regulations of a regulatory body to which the Potential Partner or such person is subject. For the avoidance of doubt, the obligations of confidentiality in this letter will continue to apply to such retained Confidential Information.

## The termination of negotiations and the return of Confidential Information in accordance with the terms of this Confidentiality Agreement shall not release the Potential Partner and the Permitted Parties from continuing obligations under this Confidentiality Agreement.

# FORCED DISCLOSURE AND ANNOUNCEMENTS

## If the Potential Partner or any of the Permitted Parties are required to disclose the Confidential Information or make any public announcement relating to the Possible Transaction:

### by law or by any applicable rule or requirement of any regulatory or governmental authority; or

### by any order of any court of competent jurisdiction;

then, subject to compliance with paragraph 7.2, thePotential Partner may disclose such Confidential Information or make such an announcement to the extent required to satisfy such requirement, minimizing as much as allowed the content of the disclosed Confidential Information.

## Before disclosing any Confidential Information or making any announcement in accordance with paragraph 7.1, the Potential Partner shall (to the extent permitted by law):

### inform U-First in writing of the full circumstances of the disclosure or announcement and the information required to be disclosed or announced;

### consult with U-First as to possible steps to avoid or limit such disclosure or announcement and take those steps where they would not result in significant adverse consequences to U-First; and

### comply with U-First's reasonable requests as to the content and timing of such disclosure or announcement.

## The Potential Partner shall notify U-First the form and the extent of any disclosure or announcement made, as well as the recipient to which such disclosure was made, in accordance with paragraph 7.1 immediately after it is made.

# AUTHORIZED CONTACTS AND SITE VISITS

## All communications from the Potential Partner or any Permitted Party regarding the Possible Transaction or requests for Confidential Information shall be submitted or directed to the U-First's contact persons indicated below:

## *Paolo Barletta*

Telephone: +39-06.5140003

E-mail: paolo.barletta@costruzionibarletta.com

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Telephone:

## Fax:

## E-mail:

## Save for communications permitted by paragraph 8.1, neither the Potential Partner and the Permitted Parties shall initiate, accept or engage in any contact of any kind with any U-First's Representatives, or with any person who has a business relationship of any kind with U-First until the earlier of:

### completion of the PossibleTransaction; or

### 3 (three) years from the date this letter.

## The Potential Partner undertakes not to share any information on the ideas giving by U-First.

## The Potential Partner undertakes not to compete in future developing any project with the use of information disclosed by U-First.

## The Potential Partner undertakes not to transfer or sell any information to groups, competitors or other parts external.

## The Potential Partner shall not contact any U-First's Representatives, or any person who has a business relationship of any kind with U-First in the ordinary course of business that is unrelated to the Possible Transaction.

# NO REPRESENTATIONS OR WARRANTIES

## The Potential Partner acknowledges that neither U-First nor their Representatives:

### gives or makes any warranty, representation or undertaking, express or implied, as to the accuracy or completeness of any Confidential Information or other information received by thePotential Partner or by the Permitted Parties or as to the reasonableness of any assumptions on which any of the same is based;

### accepts any responsibility or liability for the use of Confidential Information by the Potential Partner or the Permitted Parties; and

### is under any obligation to update or correct any inaccuracies or incompleteness which may become apparent in any Confidential Information.

## The Potential Partner acknowledge and accept, also in the name and on behalf of the Permitted Parties, that:

### the execution of this Confidentiality Agreement does not imply any obligation or promise to sell or to perform any activity for any reason on the part of U-First;

### U-First (without the obligation to give any reason for that and at any time) reserves the right to terminate the Possible Transaction, to carry out simultaneously negotiations with other third parties in relation to the Possible Transaction or any other substantially equivalent transactions, to supply different sets of Confidential Information to other third parties interested in the Possible Transaction, without incurring in any liability for any claim or compensation.

## No Confidential Information or other information, communication or document made available or supplied to the Potential Partner by U-First will constitute an offer or invitation to the Potential Partner, nor will any such information, communication or document form the basis of any contract.

## The Potential Partner is responsible for any costs incurred by the Potential Partner, by the Permitted Parties and by any Representatives in considering or pursuing the Possible Transaction and in negotiating and complying with the terms of this Confidentiality Agreement.

## Nothing in clause 9.1 operates to exclude or limit any liability for willful misconduct and gross negligence.

# DURATION

## The obligations under this Confidentiality Agreement shall no longer apply if the Possible Transaction is closed. If the Possible Transaction is not closed, this confidentiality obligations will last for 3 (three) years from the date hereof.

# ACKNOWLEDGEMENTS

## The Potential Partner acknowledge that all Confidential Information shall remain U-First's property and no rights or license in that Confidential Information shall be conferred on the Potential Partner save except as set out in this Confidentiality Agreement.

## The Potential Partner confirms that the Potential Partner are acting as principal on his own account and not as agent or broker for any other person.

# REMEDIES

## If the Potential Partner becomes aware of any announcement or any disclosure of Confidential Information which is or is reasonably likely to constitute a breach of any provision of this Confidentiality Agreement, the Potential Partner shall notify U-First immediately in writing and, without prejudice to any of U-First's rights and remedies, the Potential Partner shall take such steps as U-First may reasonably require in order to remedy or mitigate the effects of such actual or threatened breach, without prejudice to the compensation of any damages in favour of U-First.

# GENERAL

## U-First's rights under this Confidentiality Agreement may be assigned in whole or in part to any person without requiring the prior consent of the Potential Partner .

## No failure or delay by U-First and/or its assignee in exercising any right or remedy under this Confidentiality Agreement shall constitute a waiver of such right or remedy and no waiver by U-First and/or its assignee of any breach by the Potential Partner and by the Permitted Parties of the undertakings here in shall be deemed to be a waiver of any other breach. No single or partial exercise by U-First and/or its assignee of any right or remedy under this Confidentiality Agreement shall preclude or restrict the further exercise of any such right or remedy.

## Should any provision of this Confidentiality Agreement be prohibited or unenforceable in any jurisdiction, the prohibition or unenforceability thereof will not invalidate the remaining provisions or affect the validity or unenforceability of the provisions in relation to the Potential Partner or in any other jurisdiction.

## Each article of this Confidentiality Agreement has been fully negotiated.

1. This Agreement has been drafted in English. Neither party shall voluntarily or by operation of law assign, transfer, license, or otherwise transfer all or any part of this agreement. This Agreement and the rights and obligations of the Parties stemming from the same have been construed in accordance with and shall be governed by the laws of England and Wales without regards to conflicts of laws principles.

**For the Owner:**

*Paolo Barletta – U-First Srl CEO*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For the Recipient:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_