

This Non-Disclosure Agreement ("Agreement") is entered into between:

**FINGERPRINT CARDS AB**, company no 556154-2381, a company existing under the laws of Sweden, with its registered office at P.O. Box 2412, SE-403 16 Gothenburg, Sweden ("FPC"), and

**PIAGGIO FAST FORWARD**, company no \*\*\*\*, a company existing under the laws of United States of America, with its registered office at 56 Roland st, Suite 104 Boston, MA 02129 ("PFF").

FPC and PFF are hereinafter referred to as the "Parties" and each as a "Party".

Whereas this Agreement concerns the disclosure of certain Confidential Information (as defined below) between the Parties for the Purpose described in Section 2 below.

Now therefore the Parties agree as follows.

### 1 CONFIDENTIAL INFORMATION

Confidential Information means (i) any and all information disclosed in tangible form and marked "confidential" or "proprietary", (ii) any and all information disclosed orally or otherwise in intangible form and designated as confidential or proprietary at the time of the disclosure, and (iii) all information, whether tangible or intangible, which, under the circumstances surrounding the disclosure clearly ought to be treated as confidential by the receiving Party. Confidential Information may include, without limitation, computer programs, code, algorithms, silicon wafers, integrated circuits, electronic components, electronic modules, electronic systems, manufacturing processes, materials, technologies, samples, names and expertise of employees and consultants, know-how, trade secrets, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, and financial and product development plans, forecasts, strategies and other information.

### 2 PURPOSE

The purpose of this Agreement is to enable the Parties to discuss, evaluate, assess and negotiate a possible business agreement between the Parties regarding FPC's fingerprint sensor solutions (hereinafter the "Purpose"). The receiving Party shall not use any Confidential Information received in any other manner whatsoever, except for the Purpose in accordance with this Agreement and only during the term of this Agreement.

### 3 CONFIDENTIALITY OBLIGATION

Each Party undertakes, from the Effective Date of this Agreement, to keep confidential and except as explicitly permitted herein it shall not disclose to any third party any Confidential Information which a Party receives or has received from the other Party or its representatives. Both Parties agree to protect Confidential Information received from

the other Party by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information, as each Party uses to protect its own confidential or proprietary information of a like nature. Each Party shall limit the use of, and access to, the other Party's Confidential Information to those of its and its Affiliates' employees and independent contractors working exclusively for the receiving Party who need to know such Confidential Information for the Purpose set forth in Section 2 above and who have entered into binding obligations of confidentiality no less onerous to the obligations set forth herein. The Receiving Party is liable towards the Disclosing Party for any damages incurred due to a failure by such employees, independent contractors or Affiliates to comply with the provisions in this Agreement. "Affiliate" as used herein means each Party's subsidiaries controlled by a Party where control means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all of the voting shares (or other securities or rights) entitled to vote for the election of directors or other governing authority, as of the date of this Agreement or hereafter during the term of this Agreement; provided that such entity shall be considered an Affiliate only for the time during which such control exists.

### 4 TERM AND TERMINATION

This Agreement shall enter into force when duly signed by both Parties ("Effective Date") and may immediately be terminated by either Party upon written notice. Both Parties' obligations to protect Confidential Information received hereunder shall, expire five (5) years from the termination of this Agreement. In case Confidential Information disclosed by a Party (i) is source code, the receiving Party's obligations to protect such Confidential Information shall be perpetual, and (ii) constitutes a trade secret under applicable law, the receiving Party agrees to protect such trade secret for so long as the Confidential Information constituting such a trade secret qualifies as a trade secret under applicable law.

### 5 EXCLUSIONS

Confidential Information as defined in Section 1 above shall not include Confidential Information that: (i) is or becomes a matter of public knowledge through no fault of the Party receiving such information; or (ii) was rightfully disclosed to the receiving Party by another person without restriction; or (iii) is independently developed or acquired by the receiving Party without access to such Confidential Information as shown by documents and other competent evidence in the receiving Party's possession.

Notwithstanding Article 3 above, the receiving Party may disclose Confidential Information received from the disclosing Party pursuant to any statutory or regulatory requirement or court order, provided that the disclosing Party is given prompt written notice of such requirement and the scope of such disclosure is limited to the extent possible.

#### **6 INDEPENDENT DEVELOPMENT AND REVERSE ENGINEERING**

The terms of the confidentiality under this Agreement shall not be construed to limit either Party's right to independently develop or acquire products without use of the other Party's Confidential Information.

No Party, as receiving Party, will decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, techniques or algorithms in Confidential Information by any means whatever, except as may be specifically authorized in advance by disclosing Party in writing.

#### **7 RETURN OF CONFIDENTIAL INFORMATION**

Upon termination of this Agreement or upon written request from the disclosing Party the receiving Party shall: (i) return to the disclosing Party all Confidential Information received from the receiving Party, all documents or media containing the Confidential Information, and any and all copies or extracts thereof, or at the discretion of the disclosing Party (ii) destroy the Confidential Information, and any and all copies or extracts thereof, and provide the disclosing Party with written certification of such destruction signed by an authorised representative of the receiving Party.

#### **8 EQUITABLE RELIEF**

Both Parties acknowledge and agree that due to the unique nature of the Confidential Information, there may be no adequate remedy at law for any breach of either Party's obligations hereunder. Both Parties further acknowledge that any such breach may allow a Party or third parties to unfairly compete with the other Party and therefore, that upon such breach or any threat thereof, each Party shall be entitled to seek appropriate relief in addition to whatever remedies it may have at law. A receiving Party will notify a disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach.

#### **9 INTELLECTUAL PROPERTY RIGHTS**

Neither Party acquires any intellectual property rights or any other rights or license under this Agreement or through any disclosure hereunder, except the limited right to use the Confidential Information received strictly in accordance with this Agreement.

#### **10 WARRANTY**

The Confidential Information disclosed under this Agreement is delivered "AS IS", and all representations or warranties, whether expressed or implied, including without limitations warranties or conditions for fitness for a particular purpose, merchantability, title and noninfringement, are hereby disclaimed.

#### **11 GENERAL**

This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the Parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party and no failure or delay in enforcing any right will be deemed a waiver. The Parties understand that nothing herein requires either Party to proceed with any proposed business agreement, transaction, joint venture or other relationship of any sort. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect. The headings to the Sections of this Agreement are included merely for reference and shall not affect the meaning of the language therein.

#### **12 GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed by the laws of Sweden without regard to its conflict of law principles. The Parties explicitly agree that the provisions of the United Nations Convention on Contracts for International Sale of Goods (CISG) shall not apply to this Agreement. Any controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Stockholm and the proceedings shall be conducted in the English language. Arbitral proceedings conducted under this Agreement and the content of any arbitration award shall be kept strictly confidential, and all documentation and materials in whatever form disclosed under such proceedings shall be used solely for the purpose of the proceedings.

#### **13 COUNTERPARTS AND DELIVERY**


The Parties may sign this Agreement in several counterparts, as an original or by facsimile or scanned electronic transmission, each of which will be deemed an original but all of which together will constitute one document.

**FINGERPRINT CARDS AB**

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Month Day Year**PIAGGIO FAST FORWARD**  
\_\_\_\_\_  
CEOJan 13, 2017  
Month Day Year