

# Unilateral Confidentiality Agreement

This Agreement is made and entered into as of ..... (the "Effective Date").

BETWEEN

**IDS GeoRadar S.r.l.** whose registered office is at Via Carducci no. 32 –20123 Milan, Italy (hereinafter referred to as "**IDS GRD**"), of the one part;

AND

....., whose registered office is at ...../who is resident at .....,  
[please fill in as appropriate and delete the inappropriate part] (hereinafter referred to as "**Partner**"),  
of the other part.

WHEREAS Partner is and will be involved in a project concerning ..... (hereinafter referred to as the "Project") during which IDS GRD will disclose its own and possibly third parties' proprietary or confidential information to Partner and IDS GRD wishes to protect such proprietary or confidential information;

**NOW THEREFORE IT IS HEREBY AGREED** as follows:

1. In this Agreement the term "Proprietary Information" or "Confidential Information" shall mean any and all technical (including computer code, inventions, algorithms, know-how and ideas), business, financial, commercial and/or other information (whether in visual or machine readable form) disclosed by IDS GRD, as well as Proprietary Information disclosed orally, which was brought to the attention of Partner in any manner whatsoever, PROVIDED, HOWEVER that Proprietary Information shall not include any information which the Partner can show:

- (i) is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of Partner; or
- (ii) has been lawfully received by Partner from a third party without restriction as to its use or disclosure; or
- (iii) was already in the possession of Partner free of any such restriction prior to receipt from IDS GRD; or
- (iv) was independently developed by Partner without making use of the Proprietary Information; or
- (v) has been approved for release or use (in either case without restriction) by written authorization of IDS GRD.

2. Partner undertakes:

2.1 to keep such Proprietary Information confidential;

2.2 not to use such Proprietary Information otherwise than for the purposes of the Project unless such use is specifically authorized in writing by IDS GRD;

2.3 not to disclose such Proprietary Information to any employees or affiliates of Partner (including persons employed by parents, subsidiaries or other affiliates under direct or indirect, common control) other than those having a need to know for the purposes of the Project, and then only on the understanding that such persons are made aware of and undertake to observe the provisions of this Agreement;

- 2.4 not to disclose Proprietary Information to any third party except for the purposes of the Project and with the prior written consent of IDS GRD or legal advisors, and then only on the understanding that such third party is made aware of and undertakes to observe the provisions of this Agreement;
- 2.5 not to copy or reduce Proprietary Information to writing except as may be strictly necessary for the purposes of the Project; and
- 2.6 to notify IDS GRD immediately if it becomes aware that the Proprietary Information has been disclosed to or is in the possession of any person who is not authorized by this Agreement to receive the Proprietary Information; and
- 2.7 to return to IDS GRD on demand all copies of Proprietary Information reduced to writing (or other permanent form) and to destroy all notes and any other written reports or documents which may have been made by Partner to the extent they contain any part of or reference to the Proprietary Information in whole or part except as authorized in writing by IDS GRD or as is strictly necessary to complete any outstanding obligations relating to the Project whereafter such Proprietary Information shall be returned or destroyed as aforesaid.
3. Notwithstanding the foregoing, Partner shall be entitled to disclose Proprietary Information to the extent required by law, regulation or legal process, provided that, to the extent practical, Partner gives prior notice to IDS GRD of the reasons for and the proposed contents of such disclosure.
4. In providing Proprietary Information, IDS GRD makes no representation, warranty, assurance, or inducement, express or implied, as to its adequacy, sufficiency or freedom from defect of any kind. IDS GRD shall not be liable for the use of the Proprietary Information by the Partner.
5. All intellectual property, whether registered or not, such as, but not limited to, patents, rights granted under patent licenses, know-how, trademarks and copyrights ("Intellectual Property") that may be associated with Proprietary Information that IDS GRD may disclose to Partner shall remain vested exclusively in IDS GRD at all times and nothing herein shall be construed, expressly or implied, as to transfer any of the Intellectual Property rights from IDS GRD to Partner.
6. Partner shall not assign its interest under this Agreement to another party without the prior written consent of IDS GRD. Any such assignment shall be void and of no effect.
7. Partner acknowledges that its obligations to protect all Confidential Information is essential to the business interests of IDS GRD and that the disclosure of such Confidential Information in breach of this Agreement would cause IDS GRD immediate, substantial and irreparable harm, the value of which would be very difficult to determine. Accordingly, the parties agree that, in addition to any other remedies that may be available in law, equity or otherwise for the disclosure or use of Confidential Information in breach or threatened breach of this Agreement, IDS GRD shall be entitled to seek and obtain a temporary restraining order, injunctive relief or other equitable relief against the continuance of such breach or threatened breach of this Agreement, in addition to all other remedies available under law or equity.
8. In the course of the Project, each Party shall comply with the respective legal requirements regarding data protection applicable to it, including but not limited to the GDPR (General Data Protection Regulation) and local data protection laws and regulations. In particular, the disclosing Party shall ensure that information, which is subject to this Agreement, is made available in compliance with statutory and contractual requirements and that any statutory and/or contractual obligations to inform third parties are fulfilled. Each Party shall defend the other Party against and hold it harmless from claims of third parties, which are raised against the other Party due to a violation of such obligations.
9. This Agreement is made subject to any restrictions concerning the export of products or Proprietary Information from the United States, European Union or other countries that may be imposed on the Parties from time to time. Partner agrees that it will not export, directly or indirectly, any Proprietary Information from IDS GRD under this Agreement or to a location or in a manner

that at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from IDS GRD.

10. This Agreement shall remain in force and effect until the occurrence of the later of (i) 3 years as of the Effective Date and (ii) 3 years as of the date as of which the Project has ended.

11. This Agreement shall be governed by and construed in all respects in accordance with Swiss law. All disputes arising out of or in connection with the present agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Unless the parties agree otherwise, all proceedings shall be held in Zurich in the English language.

12. No amendment, change or modification to this Agreement shall be valid except if the same is in writing and signed by a duly authorized representative of each of the Parties.

13. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement. The Parties hereto herewith agree to substitute any provision of this Agreement which is or has become invalid by such a provision which in its contents is the most similar to the invalid provision.

14. This Agreement may be executed in counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

**IDS GeoRadar S.r.l.  
(IDS GRD)**

**Partner**

By: .....  
Name: .....  
Title: .....

By: .....  
Name: .....  
Title: .....