

INTERNATIONAL INTERMEDIARY CONTRACT FOR A SINGLE DEAL

This Agreement (“**Agreement**”) is entered into as of the date of the last signature hereon (the “**Effective Date**”) by and between:

HT S.r.l., an Italian limited liability company, with registered office in Milano, Via Moscova n. 13, registered before the Companies’ Register of Milan REA n. 1712545, Fiscal Code and VAT n. 03924730967, hereby represented by _____ (hereinafter called the "Principal" or "HT")

and

[**COMPANY NAME**], with registered offices at [COMPANY ADDRESS], Fiscal Code/Reg. ID Number [_____] hereby duly represented by _____, (hereinafter called the "Intermediary")

IT IS AGREED AS FOLLOWS

Article 1

Scope of the Agreement

1.1 (Appointment) HT hereby appoints the Intermediary to act as non-exclusive occasional intermediary for the negotiation of the deal specified in Annex A/1 (hereafter the "Deal").

1.2 (Services to be provided) The services which the Intermediary agrees to provide are specified in detail in Annex A/2.

1.3 (No authority to bind the Principal) Unless otherwise agreed in writing, the Intermediary has no authority to bind HT nor to represent HT towards third parties.

Article 2

Remuneration of the Intermediary

2.1 (Commission) Save as stated in article 2.2 below, the Intermediary will be entitled to commission in case the Deal is successfully concluded through the Intermediary's action. The amount of commission is specified in Annex A/3. Such commission shall cover all expenses the Intermediary may incur in performing this Agreement.

2.2 (Time when right to commission is acquired) The Intermediary shall acquire the right to commission only after the exact and full fulfillment by the End User/Reseller (as defined in Annex A/1) of his obligations towards the Principal and provided that, in particular, HT has

received from the End User/Reseller the full payment of what due in compliance with the Eula and/or any other related commercial terms and conditions. The commission shall be paid not later than [60 days] following the month during which the Intermediary has acquired the right to commission.

2.3 (Currency for calculation of commission) Except as otherwise agreed, the commission shall be calculated in the currency of the Agreement in respect of which the commission is due.

2.4 (Taxes) Any taxes imposed on the Intermediary's commission are for the Intermediary's exclusive account.

Article 3 **Undertaking not to compete**

3.1 (Undertaking not to compete) Throughout the validity of this Agreement and for one (1) year period after its termination for any reason, Intermediary undertakes not to represent, cooperate, license, manufacture, supply, market or sell, directly or indirectly, in the place of business where the End User (as defined in Annex A/1) is located and/or where the business of this latter is conducted, any products that have similar characteristics and which are in competition with HT Products as described in Annex B/2; furthermore Intermediary shall not participate, invest in or otherwise be involved, directly or indirectly, with any company that is a competitor of HT.

Article 4 **Intellectual Property - Confidential information**

4.1 (Intellectual Property Rights) Nothing in this Agreement represents a conveyance, transfer, assignment or license (except as otherwise expressly provided specifically herein) of any preexisting intellectual property rights from HT to Intermediary. Furthermore, the disclosure of any confidential information pursuant to this Agreement shall not grant the Intermediary any express or implied license or right in such confidential information, including without limitation any right or license to any patent, trademark, copyright, trade secret, moral right or any other right recognized by any law or regulation of any jurisdiction worldwide. Intermediary agrees that it shall not remove or otherwise alter any of HT's trademarks, logos, copyright notices or other proprietary notices or indicia, if any, fixed or attached to the confidential information or any part thereof.

Intermediary must immediately inform HT in writing about any illegal use of the HT Product or in violation of the provisions of this Agreement and/or the Eula which might be aware of during the validity of this Agreement. In case of any eventual action started by HT against third parties illegally using HT Product, Intermediary hereby undertakes to provide HT with every reasonable support as well as with any specific support as may be requested by HT.

It is further agreed that:

- (a) In the event HT and/or Intermediary shall become aware of a breach by the End-User of any of the license terms set forth in the HT EULA, Intermediary shall, at the request of HT, promptly assist HT in enforcing HT's rights and in ensuring that the End-User adheres to the license terms of the Eula;
- (b) Intermediary undertakes to promptly inform HT in writing of any such alleged breach by the End User and provide HT with all information and assistance which is available and is useful for the purposes of enabling the enforcement of HT's rights as set forth above.

4.2 (Obligation not to disclose) Confidential information in this Agreement means any and all technical, financial or commercial information stated by either Party to be confidential or confidential in nature, provided, however, that the term "Confidential Information" shall not include any information which:

- (a) was already known to the receiving Party at the time of disclosure by or on behalf of the other Party; or
- (b) at the time of disclosure to a Party is part of literature or other sources of knowledge accessible to the public or which after such disclosure becomes part of literature or other sources of knowledge accessible to the public, without the culpable negligence or action of the other Party, its employees or third parties it is responsible for; or
- (c) was available to the receiving Party from a source other than the disclosing Party, provided that such source is not under any confidentiality obligation to the disclosing Party; or
- (d) is developed by a Party independently of any information disclosed by or on behalf of the disclosing Party.

Each Party shall keep in strict confidence all Confidential Information obtained from the other Party in the course of performance of this Agreement.

Each Party may disclose Confidential Information to its employees and to third parties only to the extent strictly necessary for the performance of this Agreement or as required by law. A disclosing Party shall cause its employees and third parties to observe the obligations of this Article 4.2.

Each Party shall store away carefully the Confidential Information disclosed by the other Party and shall take reasonable measures to prevent disclosure to unauthorized parties. A receiving Party shall copy the Confidential Information disclosed by the other Party only to the extent that this is necessary in the context of the purpose.

The obligations contained in this Article 4.2 shall survive any termination or expiration of this Agreement. Furthermore, the disclosure of any Confidential Information pursuant to this Agreement shall not grant the other Party any express or implied license or right in such confidential information, including without limitation any right or license to any patent, trademark, copyright, trade secret, moral right or any other right recognized by any law or

regulation of any jurisdiction worldwide. Each Party agrees that it shall not remove or otherwise alter any of the other Party's trademarks, logos, copyright notices or other proprietary notices or indicia, if any, fixed or attached to any confidential information or any part thereof.

4.3 (End User NdA) Save as provided in article 4.2 above, Intermediary will not disclose the Product or other HT proprietary information to the End User and for any and all purposes (including advertising, promotion and marketing purposes), unless End User has entered into a written confidentiality undertakings pursuant to the terms and conditions of which shall be those set forth in **Annex C** (the "NdA") prohibiting the disclosure of such information. Copy of such signed NdA shall be immediately sent to HT.

4.4 (Termination by Default) In case of breach by Intermediary of any of its obligations under this articles 4.1 and/or 4. 2 above, HT shall be entitled to terminate this Agreement *ipso iure* pursuant to article 1456 c.c. of Italian Civil Code.

Article 5

Term and termination of the Agreement

5.1 (Entry into force and duration) This Agreement enters into force on the date of its signature and will expire on [INSERT DATE].

Article 6

Earlier termination

6.1 (Earlier termination) HT shall be entitled to terminate this Agreement, at any time and on any reason or cause, by giving thirty (30) days written notice of termination to the Intermediary.

HT may also terminate this Agreement, effective immediately upon the receipt by the other party of written notice, should the other party and/or the End User be located and/or perform their activities in Countries involved in wars, threat of or preparation for war, armed conflict and/or subject to imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions.

6.2 (Intuitus Personae) It is also agreed upon that, any change of the Intermediary's company stock holding or management must be communicated in writing, with a congruous prior notice, to HT, that, in case of assignment of the major part of the stock holding as well as in case of change of the Intermediary's company control and managerial composition, has the discretionary right to terminate this Agreement with immediate effect. In case of breach of the Intermediary of its obligations pursuant to this article 6.2, HT shall be entitled to terminate this agreement according to article 1456 c.c.

6.3 (Effects upon Termination) Without prejudice to any further remedies provided by the law and this Agreement in favor of HT, should this Agreement be terminated for any reason or cause, the following provisions, among others, shall govern the obligations of the Intermediary upon termination:

- (a) Termination shall not operate as a release from or otherwise affect any obligations incurred by Intermediary prior to the effective date of such termination; provided, however, that indebtedness of Intermediary to HT of any kind shall become immediately due and payable on the effective date;
- (b) Not later than fifteen (15) days after the effective date of termination, Intermediary shall return to HT any property of HT in Intermediary's possession or under its control, including, without limitation, all manuals, books, catalogues, reference books, bulletins, mailing lists, pamphlets, signs, or other materials which relate to the sales, marketing, advertising, promotion, specifications, or performance of, or trade secrets or other confidential or proprietary information relating to HT and/or the Product.

Article 7

Applicable law – Jurisdiction

7.1 (Applicable law) This Agreement is governed by the laws of Italy

7.2 (Settlement of Disputes) All the disputes arising out of or related to the present Agreement, shall be settled by arbitration under the Rules of the Chamber of Arbitration of Milano (the “Rules”), by one arbitrator, appointed in accordance with the Rules. The Arbitral Tribunal shall decide in accordance with the rules of law of Italy. The seat of the arbitration shall be Milan. The language of the arbitration shall be English.

Article 8

Miscellaneous

8.1 (Good faith and fair dealing) In carrying out their obligations under this Agreement the parties will act in accordance with good faith and fair dealing. The provisions of this Agreement, as well as any statements made by the parties in connection with this relationship, shall be interpreted in good faith.

8.2 (Previous agreements) This Agreement replaces any other preceding agreement between the parties on the subject.

8.3 (Modifications) No addition or modification to this Agreement shall be valid unless made in writing. However a party may be precluded by his conduct from asserting the invalidity of additions or modifications not made in writing to the extent that the other party has relied on such conduct.

8.4 (Nullity) The nullity of a particular clause of this Agreement shall not involve the nullity of the whole agreement, unless such clause is to be considered as substantial, i.e. if the clause is of such importance that the parties (or the party to the benefit of which such clause is made) would not have entered into the Agreement if he knew that the clause would not be valid.

8.5 (Prohibition of assignment) The present Agreement cannot be assigned without prior written agreement between the two parties.

8.6 (Legal Addresses of the Parties) All the notices and correspondence of the Parties shall be sent to each other in writing (registered letter or certified email or fax) at the addresses set forth in this article 12 or at such other address as may be given by either Party to the other in writing.

Intermediary

[INSERT COMPANY NAME & DETAILS]

Address: _____

Bank: _____

SWIFT: _____

Account: _____

HT

HT S.r.l.

Address: 13, Via della Moscova

20121 – Milano, Italy

Tel. +39 0229060603 - Fax. +39 0263118946

Certified email address:

8.7 (Relationship between the Parties) The relationship of the Parties is solely that of independent contractors, and nothing contained herein is intended or will be construed as establishing an employment, agency, joint venture, partnership, and/or any other business relationship. Each Party will, at all times during the term of this Agreement, act as, and represent itself to be, an independent contractor, and not an agent or employee of the other Party.

Milan, _____, _____

HT S.r.l.

[COMPANY]

NAME:

ROLE:

SIGNATURE:

ANNEX A

A/1 The Deal (Article 1.1)

The Deal to which this Agreement refers is the signature and exception between HT and [] with [INSERT END USER NAME] - a government entity established under the laws of _____ (the "End User") - of a software license agreement under the terms and conditions set forth in in the End User License Agreement (the "Eula") attached hereto as Annex B/1.

The Object of the Eula will be the license of a software solution under the name "Remote Control System", described in detail in Annex B/2 hereto, (hereafter "RCS" or the "Product") with regard to which HT is the sole and exclusive owner of all the intellectual property rights.

A/2 Services to be provided (Article 1.2)

- Information about the deal
- Putting into contact with the counterpart
- Assisting the HT in negotiation with the End User until conclusion of the respective contract
- Assisting HT during performance of the contract with the counterpart
- Other :
-

A/3 Commission (Article 2.1)

The rate of commission is [INSERT PERCENTAGE]. The commission rate is calculated on the price paid by the above mentioned End User. [INSERT ORE DETAILS IF ALREADY KNOWN BY THE PARTIES e.g.] In particular with reference to the offer n. _____ of Euro _____ the commission will be equal to Euro _____.

ANNEX B

B/1 End User License Agreement and commercial agreement

B/2 HT Products

ANNEX C

C NDA - Non disclosure Agreement