

CONFIDENTIALITY AGREEMENT ON TECHNOLOGICAL & INDUSTRIAL INFORMATION, SYSTEMS, HARDWARE, SOFTWARE AND INTELLECTUAL PROPERTY.

PANORAMA SEGURANÇA E INFORMAÇÕES LOGÍSTICAS LTDA. EPP, located in 25 of Justino Cobra St., São José dos Campos-SP, with CNPJ/MF with number 01.792.527/0001-69, in this act, legally represented in the terms of its **Constitutive Acts** by the senior partner, Décio Segreto Júnior, with ID number 16.644.976-3 and CPF number 138.445.298-29, and the **USER OF PASSWORD FOR THE PANTRACK SOFTWARE SAMPLE**, have between each other, fair and negotiated that, both, hereinafter individually called as "**Party**", or together, "**Parties**", **Receiving Party** and **Revealing Party**, **PANORAMA** or **TEST USER** and, considering the decision of both to establish clauses and conditions aiming to regulate the transfer, exchange, use and protection of **Confidential Information** that one of the **Parties (Revealing Party)** comes to reveal to the other **Party (Receiving Party)**, in reciprocal form, for the proposal(s) described in the **Second Clause** below,

They meet to celebrate the present **Confidentiality Agreement** for **SYSTEM TEST DEMONSTRATION**, by the following terms and conditions:

FIRST CLAUSE – Confidential Information

1.1 For the purpose(s) of this **Agreement**, regardless of the effective conclusion of contracts, or any other agreement or adjustment between the **Parties**, it shall be considered **Confidential Information** (hereinafter referred to as "**Confidential Information**") any and all information related to the purpose(s) described in the **Second Clause** below. If it has not related to the mentioned purpose(s), it shall also be revealed because of discussions or negotiations between the **Parties** regarding the same. The **Receiving Party** should still consider as **Confidential Information** that which is so identified by subtitles or any other markings or that, due to the circumstances of the disclosure or the very nature of the information, should be considered as confidential or owned by **Revealing**, an **Affiliate** thereof, or of third parties.

1.2 The transmission of the **Confidential Information** could be by any means, including verbal, written, electronic, magnetic or mechanical ways.

1.3 The term "**AFFILIATE**" means any natural or legal person, directly or indirectly controlled, affiliate or parent company of a **Part**.

SECOND CLAUSE – Purpose

2.1 The **Receiving Party** may use the **Confidential Information** with the sole and specific purpose to assist in the development of specific systems created by **Revealing**.



THIRD CLAUSE – Treatment of the Confidential Information

3.1 The **Receiving Party** shall keep the **Confidential Information** be disclosed to third parties, using for this the same zeal and care that dispenses to its own confidential information of like importance.

3.2 The **Parties** agree that the **Receiving Party** shall keep all **Confidential Information** in a secure location with access limited only to the **Receiving Party**, for the purpose of this **Agreement**, getting the **Receiving Party** responsible for the maintenance of confidentiality.

FOURTH CLAUSE - Exceptions

4.1 The restrictions set out in the **Agreement** for the transfer, exchange, use and protection of the **Confidential Information** will not be applied to the information that:

- a) Have been or will be published, or that are or will become public domain, since such revelations have not been anyway, occasioned by the fault of the **Receiving Party**;
- b) Were in possession of **Receiving Party** legitimate, free from all obligations of confidentiality, before his revelation by **Revealing**;
- c) Subsequent to disclosure here treated, are obtained legally by the third drop that has legitimate rights to reveal **Confidential Information** without any restrictions to this end;
- d) Identified by **Revealing Party** as not being more sensitive or its property.

4.2 It's forbidden for the **Receiving Party** to reveal to third parties, information that has been developed from **Confidential Information** and also to develop products, methods or services based on **Confidential Information** and knowledge obtained in the process of developing the purpose of this **Agreement**, mentioned in the **Second Clause** above.

4.3 In case of **Receiving Party** is required by law, regulation, court order or governmental authorities empowered to do so, to disclose any **Confidential Information**, the **Receiving Party** shall communicate this fact immediately to the **Revealing Party**, by writing and prior to such disclosure. Therefore, the **Revealing Party** can get a court order or others by the appropriate authority, to prevent the disclosure. The **Receiving Party** undertakes to cooperate with the **Revealing Party** in obtaining the said court order or others to prevent the disclosure. The **Receiving Party** agrees that, if the **Revealing Party** does not get success in an attempt to remove the obligation to reveal **Confidential Information**, it will disclose only that portion of the **Confidential Information** that is being legally required. In addition, the **Parts** will make their best efforts to obtain reliable assurances that the **Confidential Information** disclosed will have a confidential treatment.

FIFTH CLAUSE – Return of Confidential Information

5.1 Any and all **Confidential Information** disclosed pursuant to the **Agreement** shall remain the exclusive property of **Revealing Party**. So, all **Confidential Information** in tangible form must be immediately returned to **Revealing Party** when the extinction of the **Agreement**, upon request by writing from this. In this case, the **Receiving Party** may not be in possession of **Confidential Information**.



SIXTH CLAUSE – Reproductions Allowed

6.1 It has forbidden to the **Receiving Party** to reproduce, even in back-up, by any means or manner, any **Confidential Information**, except the reproductions that are indispensable to the development of its work, and the same also be considered **Confidential Information**.

SEVENTH CLAUSE – Duration and Expiration

7.1 This **Agreement** will remain in force for a period of 10 (ten) years from the date of its signature.

7.2 The expiration of this **Agreement** does not absolve the Parties regarding the obligations of confidentiality stipulated herein with respect to **Confidential Information** disclosed prior to the effective date of its closure.

EIGHTH CLAUSE – Communication between the Parties

8.1 Any communication, require or authorized by the **Agreement**, from one **Party** to the other, must be delivered by hand or sent by mail, duly signed by the legal representative of the **Part**, to the addresses described in this **Agreement**.

8.1.1 It can also be given communication by fax or electronic means, to be confirmed within 10 (ten) days, by writing, with the delivery of the original document duly signed by the legal representative of the **Part**, to the addresses described in this **Agreement**.

8.2 In case of registered address changes by one of the **Parties**, the new address should be informed, by writing, to the other **Party**, with minimum antecedence of 30 (thirty) days.

NINETH CLAUSE – General Provisions

9.1 By the **Agreement**, any of the **Parties** have required to purchase products or provide services to the other **Party**.

9.2 Any claim on the property of the **Parties**; license, right of exploitation of trademarks, inventions, copyrights, patents or intellectual property rights are granted herein, including, or implied through this **Agreement**, or for the exchange of **Confidential Information** between the **Parties**.

9.3 The **Revealing Party** shall have no responsibility for the decisions taken by the **Receiving Party** based on **Confidential Information** disclosed in accordance with the **Agreement**.

9.4 This **Agreement** requires, in addition to the **Contracting Parties**, their successors, whatever the form of succession, in all rights and obligations under this **Agreement**.

9.5 This **Agreement** stipulates several mutual obligations between **Revealing** and **Receiving Parties**, but any of its dispositions, aim or should be interpreted as aiming or establishment of joint responsibility



between the **Parties** arising out of related to the same, in this case, each **Party** is responsible for the confidentiality of the information received.

9.6 Any of the **Parties** may assign or otherwise transfer all or part of the **Agreement**, or any rights arising out of this, without the prior written consent of the other **Party**.

9.7 It established, expressly and irrevocably, that the abstention of exercise, by any of the **Parties**, of law or ability they enjoy by the **Agreement**, or the accordance with the delay in the fulfilment of the obligations of the other **Party**, would not affect those rights or abilities. Those may be exercised at any time and in its sole discretion and not alter the conditions set out in the **Agreement**.

9.8 The **Agreement** represent the complete understanding between the **Parties** in relation to the matter here treated and should prevail over any other previous understandings on the same matter, whether oral or written.

9.9 Any of the **Parties** may disclose the existence of the **Terms of the Agreement** or the discussions that led to the **Agreement**, or fact that there was or there will be discussions or negotiations covered by the same, except if there is mutual understanding between the **Parties** or legal requirement for such disclosure.

9.10 Any amendment of the **Agreement** should be by additive formalized and signed by legal representatives of the **Parties**.

9.11 The **Agreement** will have a digitally validation, through the effective notion of the **TEST USER** at the end of this term. This act will imply full accordance with all items presented here.

9.12 The **Agreement** and any additives that be signed by the **Parties** shall be concluded in Portuguese language and can be translated to another language just for convenience. In the event of a conflict between Portuguese versions and versions in another language, the Portuguese version shall prevail.

9.13 The **Parties** declare to each other that there is no immediate or future interest in any of the **Parties** to be involved in the systems development, products and / or competing services between the **Parties**, respecting in this way, each **Party**, the expertise area of the other **Party**.

9.13.1 The **Parties** have full understanding that this **Confidentiality Agreement** will cover and manage, including and especially, products and systems owned by **PANORAMA**.

TENTH CLAUSE – *Fines, Penalties and Compensation of Losses*

10.1 Verified the violation of these terms; the offending **Party** will be subject to the payment of compensatory penalty to the wronged **Party**. The minimum penalty value will be 1.000 (one thousand) Federal Minimum Wages, in effect at the time of the facts, or 10 (ten) times the value of the loss caused, in this case the value is the bigger one.



ELEVENTH CLAUSE – *Applicable Law and Venue*

11.1 The laws of Brazil shall manage the **Agreement**, and the **Parties** elect the Court of the District of São José dos Campos-SP, as the competent to resolve any dispute arising out of the **Agreement**, waiving any other and more privileged to be.

Just, to be fair and agreed upon, the **Parties** sign the **Agreement** in the presence of the undersigned witnesses.

São José dos Campos, 4th of June, 2016.

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Panorama Segurança e Informações Logísticas Ltda. EPP
Décio Segreto Junior - Diretor

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TEST USER

