

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

PANORAMA SISTEMAS INTEGRADOS LTDA, headquartered at Rua Justino Cobra, 25, São José dos Campos - SP, enrolled with CNPJ / MF under no. **29.313.331/0001-63**, hereby legally represented in the form of its Articles of Incorporation by its majority partner and the **CONTRACTING USER**, who requested and will receive **LOGIN** and **PASSWORD ACCESS** to the **Tracking Platform PANORAMA TRACK & TRACE**, have among themselves, fair and agreed that both hereinafter individually referred to as "**Parts**" or collectively, "**Parts**", **Discloser** or **Receiver**, **PANORAMA** or **USER TEST**, and considering their decision to establish clauses and conditions aimed at regulating the use of confidential information that the "**Discloser**" **Parts**, **PANORAMA**, will disclose to the other Party ("**Recipient**"), for the purpose(s) described in Clause Two below.

Resolve to enter into this **CONFIDENTIALITY AGREEMENT FOR TESTING IN DEMONSTRATION OF SYSTEMS**, subject to the following clauses and conditions:

FIRST CLAUSE – Confidential Information

- 1.1 For the purposes of this Agreement, regardless of the actual conclusion of contracts or any other agreement or adjustment between the **Parts**, confidential information (hereinafter "Confidential Information") will be considered any and all information related to the purpose(s) described(s) in **Clause Two** below or, although not related to said purpose(s), is also disclosed as a result of discussions or negotiations between the **Parts** relating to the same(s). The **Recipient** shall also consider as **Confidential Information** all screens of the system(s), the resources made available in each function of the software(s) in question, or that, due to the circumstances of the disclosure or to the very nature of the information, shall at all times be considered confidential and exclusively owned by **Revealing**, its Affiliate, or third **Parts** directly or indirectly linked to **PANORAMA**.
- 1.2 The **Confidential Information** will be made available through the release of access to **PANORAMA** systems by e-mails, telephone contacts, video conferencing presentations, folders and any other materials complementary to the information made available to the **USER TEST**.
- 1.3 The term "**AFFILIATED**" means any person, natural or legal, directly or indirectly controlled, affiliated or controlling by **PANORAMA**.

SECOND CLAUSE – Purpose

- 2.1 The **Recipient** may **only** use the **Confidential Information** for the sole and specific purpose of testing the **Panorama Track & Trace** tracking platform and / or its other modular systems for the period determined by **PANORAMA** as the initial evaluation method and subsequent option to perform the contracting the delivery by specific agreement of the said system(s) for commercial use by the "**Revealing Parts**".

THIRD CLAUSE – *Treatment of Confidential Information*

- 3.1 The **Recipient** shall prevent the **Confidential Information** from being disclosed to third **parts**, using the same care and care that it dispenses to its own **Confidential Information** of equal importance.
- 3.2 The **Parts** agree that all **Confidential Information** shall be held by the **Recipient** in a secure location, with limited access only to the **Recipient**, for the purpose of this **Agreement**, and the **Recipient** being responsible for maintaining confidentiality.

FOURTH CLAUSE – *Exceptions*

- 4.1 The restrictions set forth in the **Agreement** for the transfer, exchange, use and protection of **Confidential Information** do not apply to information that:
 - a) They have been or will be published, or that are or will become public domain, provided that such disclosures have not been in any way, caused by the **Recipient's** fault;
 - b) They were in the legitimate possession of the **Recipient**, free of any obligations of confidentiality, before its disclosure by the **Revealing**;
 - c) Subsequent to the disclosure herein, are obtained legally by the **Recipient** of a third **Parts** who has legitimate rights to **disclose Confidential Information** without any restrictions therefor;
 - d) Are identified by the **Revealing** as no longer being confidential or proprietary;
- 4.2 The **Recipient** is forbidden to disclose to third parties information that has been developed from a **Confidential Information** and also to develop products, methods or services based on both the **Confidential Information** and other information and knowledge obtained in the process of development of the purpose of this **Agreement**, mentioned in **Second Clause** above.
- 4.3 In the event that the **Recipient** is required by law, regulation, court order or governmental authority empowered to disclose any **Confidential Information**, the **Recipient** shall immediately inform the **Revealing** in writing and prior to such disclosure, so that the **Revealing** to seek a court order or other remedy from the appropriate authority that prevents disclosure. The **Recipient** undertakes to cooperate with the **Revealing** in obtaining the said court order or other remedy that prevents disclosure. The **Recipient** further agrees that if **Revealing** is not successful in attempting to waive the obligation to disclose the **Confidential Information**, it will disclose only that portion of the **Confidential Information** that is being legally required and that it will use its best efforts to obtain that the **Confidential Information** disclosed will be treated confidentially.

FIFTH CLAUSE – *Return of Confidential Information*

- 5.1. Any and all **Confidential Information** disclosed under the **Agreement** shall remain the exclusive property of **PANORAMA**. Thus, any and all **Confidential Information** in tangible form shall be immediately returned to the **Revealing** upon expiration of the **Agreement** upon written request thereof. In this case, the **Recipient** may not remain in possession of the **Confidential Information**.

SIXTH CLAUSE – *Reproductions Permitted*

- 6.1 The **Recipient** is hereby prohibited from reproducing, including in back-up, by any means or form, any **Confidential Information**, except reproductions that are essential to the development of its work, and these shall also be considered **Confidential Information**.

SEVENTH CLAUSE – *Term and Term*

- 7.1 This **Agreement** shall remain in force for a period of 10 (ten) years from the date of its electronic acceptance.
- 7.2 The termination of the **Agreement** does not relieve the **Parts** of the confidentiality obligations set forth herein in relation to the **Confidential Information** disclosed prior to the effective date of their termination.

EIGHTH CLAUSE – *Communication Between the Parties*

- 8.1 Any communication requested or authorized by the **Agreement**, from one **Parts** to another, shall be delivered by hand or sent by mail, duly signed by the legal representative of the **Parts**, at the addresses described in this clause.
- 8.1.1 The communication may also be made by fax or electronic means, and must be confirmed within 10 (ten) days in writing, with the delivery of the original document duly signed by the legal representative of the **Parts**, at the addresses described in this clause.
- 8.2 In the event of a change of address of one of the **Parts**, the new address must be informed, in writing, to the other **Parts**, at least 30 (thirty) days in advance.

NINTH CLAUSE – *General Provisions*

- 9.1 Under the **Agreement**, neither **Parts** is obliged to purchase products or provide services to the other.



- 9.2 No property rights of the **Parts**; license, trademark right, inventions, copyrights, patents or intellectual property right are hereby granted, included or implied by this **Agreement** or by the exchange of **Confidential Information** between the **Parts**.
- 9.3 The **Revealing** shall have no liability in the decisions made by the **Recipient** based on **Confidential Information** disclosed under the **Agreement**.
- 9.4 This **Agreement** shall, in addition to the **Contracting Parts**, be its successors, in whatever form, in all rights and obligations under this **Agreement**.
- 9.5 This **Agreement** stipulates a number of mutual obligations between the **Revealing** and the **Recipient**, but no provision thereof, objective or shall be construed as aiming at establishing joint liability between the **Parts** arising out of or relating to the same, each **Parts** being responsible for the confidentiality information received.
- 9.6 The **Recipient** may not assign or otherwise transfer, in whole or in part, the **Agreement**, or any rights arising therefrom, without the prior written consent of the other **Parts**.
- 9.7 It is expressly and irrevocably established that the abstention of the exercise, by either **Parts**, of the right or power granted to them by the **Agreement**, or agreement with the delay in the performance of the obligations of the other **Parts**, shall not affect those rights or faculties, which may be exercised, at any time and in its sole discretion, nor shall it alter the conditions stipulated in the **Agreement**.
- 9.8 The **Agreement** represents the total understanding between the **Parts** in relation to the matter dealt with herein, and should prevail over any previous understandings on the same matter, whether verbal or written.
- 9.9 No **Parts** may disclose the existence of the terms of the **Agreement** or the discussions giving rise to the **Agreement**, or the fact that there have been or will be any discussions or negotiations covered by the **Agreement**, unless there is mutual agreement between the **Parts** or a legal requirement for such disclosure.
- 9.10 Any amendment to the **Agreement** shall be formalized through an addendum signed by the legal representatives of the **Parts**.
- 9.11 The **Agreement** will be validated digitally, by means of the science and accepted by the **USER TEST** at the end of this term, which will imply in its full agreement with all the items presented here.
- 9.12 The **Agreement** and any additives that may be signed by the **Parts** shall be executed in Portuguese language and may be translated only for convenience to another language. In case of conflict between Portuguese versions and versions in another language, Portuguese versions will prevail.
- 9.13 The **Recipient** declares that there is no immediate or future interest in the development of systems, products and / or services competing with **PANORAMA** systems, thus respecting the area of operation of the other **Parts**.

9.13.1 The **Parts** have full understanding that this confidentiality agreement shall cover and govern, including and principally, the products and systems owned by **PANORAMA**.

DENTH CLAUSE – *Fines, Penalties and Compensation for Losses*

10.1 Proof of violation of these terms, the violating **Parts** shall be subject to the payment of a compensatory fine, to the affected **Parts**, in the minimum amount of 1000 (thousand) federal minimum wages, in effect at the time of the facts, or 10 (ten), whichever is the greater.

ELEVENTH CLAUSE – *Applicable Law and Forum*

11.1 The **Agreement** shall be governed by the laws of Brazil, and the **Parts** elect the jurisdiction of the District of São José dos Campos - SP, as the competent to settle any disputes arising from the **Agreement**, with renunciation of any other, however privileged it may be.

And, being fair and agreed upon, the Parties sign the Agreement in the presence of the undersigned witnesses.

São José dos Campos, November 22th of 2018.

PANORAMA SISTEMAS INTEGRADOS Ltda.

Décio Segreto Junior – Director

USER TEST

