



GE  
Oil & Gas

GEOGMNDA\_ENG\_20080711-001

**"MUTUAL NON DISCLOSURE AGREEMENT" - MNDA**

## **MUTUAL NON DISCLOSURE AGREEMENT**

The present document disciplines the confidential and proprietary information shared and disclosed by and between the group of companies identified under the brand name of General Electric Oil & Gas (O&G) and the Supplier during the "Supplier's Qualification phase" and the "Pre-Contractual relationship".



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- (1) In connection with the discussions between \_\_\_\_\_ (hereinafter "**Supplier**") and GE Oil & Gas Nuovo Pignone SpA, or GE Oil & Gas Thermodyn S.A.S. or GE Oil & Gas PII or GE Oil & Gas Conmec or GE Oil & Gas Odessa LLC, or GE Oil & Gas Operations LLC (hereinafter called "**O&G**"), a company acting in the Oil&Gas sector as part of the General Electric Company, with respect to transaction/s involving \_\_\_\_\_ (hereinafter "**Transaction**"), each party (as to information disclosed by it, the "**Disclosing Party**") is prepared to furnish to the other party (as to information received by it, the "**Receiving Party**") certain confidential and proprietary information.
- (2) "Confidential Information", as used in this agreement, shall mean all such information that is or has been: a) disclosed in writing or by email or other tangible electronic storage medium and is clearly marked "Confidential" or "Proprietary" included documents, drawings of any kinds, communications, or b) initially disclosed orally or visually, and then followed within 10 (ten) working days thereafter with a disclosure complying with the requirements of the previous point. All other information shall be deemed to be non-confidential.
- (3) The Receiving Party agrees: a) to protect the confidentiality of the other party's Confidential Information; b) to use the Confidential Information only for the purposes of evaluating a possible Transaction and the terms thereof; c) to use the same degree of care as with its own confidential information to prevent disclosure of the Confidential Information, except to its affiliates and agents, advisors and representatives ("Representatives"), to the extent necessary to permit them to assist the Receiving Party in the evaluation of the Transaction; and d) not to disclose to persons that the Confidential Information has been made available, that the Receiving Party is considering a possible Transaction or that the parties have had or are having discussions or negotiations with respect thereto.
- (4) Any violation of the present document will produce, for the non fulfilling part, all the consequences relating to the pre-contractual liability as disciplined by the applicable law and will consent to the fulfilling Part to require the indemnification for all the suffered damages. Accordingly, in the event of any such breach, in addition to any other remedies deriving from the applicable law, each party shall be entitled to equitable relief, including injunctive relief or specific performance, or both. Nothing herein is intended to limit or abridge the protection of trade secrets under applicable trade secrets law, and trade secrets shall be maintained as such until they fall into the public domain.
- (5) This Agreement shall be inoperative as to particular portions of the Confidential Information disclosed by the Disclosing Party if such information: a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives or its affiliates; b) was available on a non-confidential basis prior to its disclosure to the Receiving Party; c) is or becomes available to the Receiving Party or its representatives or affiliates on a non-confidential basis from a source other than the Disclosing Party when such source is not subject to a confidentiality obligation to the Disclosing Party, or d) was independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information.
- (6) If either party decides not to proceed with the Transaction, it will promptly inform the other party of that decision. In addition, the Disclosing Party may elect at any time by notice to the Receiving Party to terminate further access to and such party's review of the Confidential Information. In any such case, or upon the expiration of this Agreement, the Receiving Party will promptly return all Confidential Information disclosed to it by any mean.
- (7) Each party shall retain its ownership of all the Confidential Information and intellectual property it had prior the commencement of the discussions and the evaluation referred to in this Agreement.



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(8) O&G shall own exclusively all rights in ideas, inventions, works of authorship, strategies, plans and data created during, or resulting directly from, discussions between O&G and Supplier with regards to the Transaction, including but not limited to patent rights, copyrights, moral rights, rights in proprietary information, database rights, trademark rights, (collectively "Rights"), and Supplier will execute assignments as necessary to achieve that result. Such Rights will become O&G intellectual property. O&G expressly recognizes and agrees that, unless otherwise agreed in writing between the parties, such Rights and ownership of such Rights will not extend to or encompass, and Supplier shall retain exclusive ownership of, any Supplier owned or proprietary technology, and any ideas, concepts, know how, techniques or suggestions employed by Supplier in regard to such Supplier owned or proprietary technology, including any modifications or enhancements to Supplier proprietary technology, provided however such modifications or enhancements are not based on nor incorporate any O&G owned or proprietary information or intellectual property. Supplier retains the right to independently develop, use, and distribute technology or services that are substantially similar to that indicated above and provided to O&G hereunder as long as such are not based upon, nor incorporate, any O&G owned or proprietary information or intellectual property, without the express written prior authorization of O&G. Nothing in this Agreement shall be deemed to grant, amend or modify any license for any technology owned or made available to O&G by Supplier directly, by implication or otherwise.

(9) If either party or any of their respective representatives or affiliates is requested or required (by interrogatories, subpoena, or similar legal process) to disclose any Confidential Information, such party agrees to provide the Disclosing Party with prompt notice of each such request so that the Disclosing Party may seek an appropriate protective actions. If the Receiving Party is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, the Receiving Party may disclose such Information to the persons and to the extent required without liability under this Agreement.

(10) This Agreement contains the entire understanding between the parties relating to the subject matter contained herein, and supersedes all prior and collateral communication and any previous understandings between the parties relating thereto. This Agreement is not intended as a teaming, joint venture, or other such arrangement. No change, modification, or addition to or waiver of any provision of this Agreement shall be binding unless in writing and signed by authorized representatives of both parties.

(11) This Agreement shall be binding upon the parties and their respective legal successors.

(12) This Agreement shall be governed by, and interpreted in accordance with, the laws of Italy, excluding any eventual conflict of laws rules.

(13) This Agreement shall be valid and in force during the Qualification Phase of, and the Pre-contractual relationship with, the Supplier and however shall be in force until the Supplier's acceptance of O&G first Purchase Order issued to the Supplier.

Supplier: \_\_\_\_\_

Oil & Gas

Name \_\_\_\_\_

Smith Paul

Title \_\_\_\_\_

Oil&Gas Sourcing General Manager

Date \_\_\_\_\_

Date 3/07/08

Signature \_\_\_\_\_

Signature 