NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (hereinafter the "NDA") is entered into between the Universal Postal Union, an intergovernmental organization and specialised agency of the United Nations represented by the Director General of its International Bureau and having its headquarters at Weltpoststrasse 4, 3015 Berne, Switzerland (hereinafter the "UPU"), and [xx], a corporation established under [xx], represented by [xx], and having its headquarters at [xx] (hereinafter the "Company")

The UPU and the Company may also be individually referred to as "Party", or collectively as "Parties".

WHEREAS:

- The UPU, as an international intergovernmental organisation, has its scope and objectives duly specified in the UPU Constitution;
- The aim of the UPU is, among others, to secure the organisation and improvement of the postal services and promote in this sphere the development of international collaboration;
- The Parties are interested in engaging in discussions concerning the exchange of certain information related to the UPU's software applications, platforms and networks (hereinafter the "Discussions");
- The Parties acknowledge and agree that it might be necessary for each of them, in the course of the aforementioned Discussions, to disclose or make available to each other information and materials that are confidential, private or proprietary or which contain valuable trade secrets relating to the Parties' respective activities.

Taking into account the considerations above, the Parties consequently agree as follows:

1. Definitions

1.1 For the purposes described in the Preamble, the UPU and the Company intend to disclose to each other information which might include confidential information, as below defined.

1.2 Proprietary or confidential information (hereinafter the "Confidential Information") subject to this NDA shall include all Confidential Information disclosed by or on behalf of a Party (hereinafter the "Disclosing Party") to the other Party (hereinafter the "Recipient"), provided that:

(a) The Confidential Information, either in written or other tangible form, or any other media that can be converted to readable form, is clearly marked or labelled "Confidential", "Private" or "Proprietary" at the moment of disclosure; or

(b) the Confidential Information, in oral or visual form, is clearly identified as "Confidential", "Private" or "Proprietary" at the moment of disclosure, and summarised in a written notice so marked and delivered to the Recipient within 10 (ten) days of such oral or visual disclosure; if necessary, the Disclosing Party shall specifically state what portion thereof is deemed to be confidential, private or proprietary.

1.3 Notwithstanding the foregoing considerations, Confidential Information shall be deemed to include all non-public information concerning the activities and business of the Disclosing Party, its members and any third parties doing business with the Disclosing Party, and shall include, as the case may be and without limitation, specific terms of business discussions, negotiations and proposals involving the Disclosing Party and the Recipient and arising from the Discussions, financial information, marketing plans, business strategies, plans, proposals, prospect and customer lists, research, development, know-how, computer software, models, designs (including network configurations and designs), telecommunications data, source code, techniques, systems, processes, works of authorship, projects and flow charts, and any other business, marketing, technical, scientific or any other information of the Disclosing Party which, at the time of disclosure is disclosed under circumstances of confidence, or should be deemed by the Parties, after exercising reasonable business judgement, as Confidential Information.

1.4 In addition, the Parties agree that Confidential Information shall notably comprise any information and documentation connected with the specifications, development and supply of any product or service by UPU, including international network systems and software related to the provision of postal services by designated postal operators or other customers, as well as any further modifications or amendments planned or applied to those products and services, either in completed form or not.

2. Object and Scope

The Recipient agrees to maintain all Confidential Information in strict confidence, including but not limited to preventing disclosure of all Confidential Information to third parties and other entities and persons not expressly authorised by the Disclosing Party. The Recipient shall not, without the Disclosing Party's written consent, use Confidential Information for any purpose other than participation in the Discussions and, as the case may be, any contractual negotiations related thereto.

3. Affiliates and Authorised Persons

3.1 The terms "Disclosing Party" and "Recipient" include each Party's affiliates that disclose or receive Confidential Information. The rights and obligations of the Parties hereto shall therefore also inure to such affiliates (hereinafter the "Affiliates") and may be directly enforced by or against such Affiliates.

3.2 The Recipient shall employ all reasonable steps to ensure that other persons authorised to receive Confidential Information equally comply with the protection of such Confidential Information. Subject to written authorisation by the Disclosing Party, the Recipient may produce summaries of the Confidential Information in accordance with its permitted use of the Confidential Information under this NDA.

3.3 The Recipient shall maintain a list of the names of its agents, employees and representatives (hereinafter the "Representatives") deemed to have access to the Confidential Information, and shall furnish such list to the Disclosing Party at its request. Prior to such access, the Recipient shall inform each Representative of the nature of the Confidential Information and of the obligations undertaken by the Recipient under this NDA.

3.4 Each such Representative shall also be informed that, whenever accepting such access to Confidential Information, the Representative thereby agrees to be bound by the provisions of this NDA. The Recipient shall remain jointly and severally liable for any disclosure by such Representative in violation of this NDA.

3.5 For the purposes of this NDA, "Representative" shall also include third parties retained by the Parties hereto for temporary administrative, clerical or programming support, and independent contractors. A "need to know" means that, in order for the Representative to duly perform its tasks under the purposes contemplated by this NDA, proper access to Confidential Information is deemed necessary.

4. Non-Disclosure and Authorised Use

The Recipient acknowledges that its relationship with the Disclosing Party is one of trust and confidence with respect to any Confidential Information disclosed, and that the Disclosing Party's Confidential Information is of considerable economic value. Therefore, the Recipient shall:

(a) Use the Confidential Information only for the purposes set forth in this NDA;
(b) in accordance with the provisions of Clause 3 above, prevent the disclosure or dissemination of Confidential Information to any other person or entity without the prior written consent of the Disclosing Party, except those Representatives of the Recipient with a "need to know" and respectively bound by written confidentiality agreements that protect the Confidential Information;
(c) advise those Affiliates and Representatives with access the Confidential Information on their obligations with respect thereto; and
(d) copy the Confidential Information only as necessary for those Representatives entitled to receive it, and ensure that all confidentiality notices are reproduced in full on such copies.

5. Exceptions

The obligations of Clause 4 above shall not apply to any Confidential Information in case the Recipient is able to demonstrate that the Confidential Information:

(a) Enters the public domain or becomes publicly known through no breach of this NDA whatsoever;
(b) is already rightfully known to the Recipient prior to the disclosure of the Confidential Information by the Disclosing Party;
(c) is received from a third party allowed or legally entitled to disclose, in good faith and without restriction, such Confidential Information;
(d) is independently developed by the Recipient or any of its affiliates without any knowledge or use of the Disclosing Party's Confidential Information;
(e) is approved for release by written authorisation of the Disclosing Party, but only to the extent of such authorisation;
(f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
(g) is disclosed in response to a valid order of a court or other governmental body of the country of the Parties participating in this NDA or any political subdivisions thereof, but only to the extent of and for the purposes of such order, and only if the Recipient takes reasonable steps to first notify the Disclosing Party of the order in order to permit the Disclosing Party to seek an appropriate protective order.

6. Failure to Mark Confidential Information

6.1 In case the Disclosing Party inadvertently fails to mark as confidential, private or proprietary the Confidential Information for which it desires such a treatment, it shall so inform the Recipient, which thereupon shall regard such unmarked information as Confidential Information treated under the terms of this NDA.

6.2 In addition, if the Disclosing Party, at the time of disclosure, inadvertently fails to identify as confidential, private or proprietary the oral or visual Confidential Information for which it desires such a treatment, it shall so inform the Recipient, provided that the Disclosing Party summarises the information in writing within 10 (ten) days thereafter.

6.3 The Recipient's obligations under this Clause 6 shall commence upon written notice from the Disclosing Party of the failure to properly mark or identify the Confidential Information.

7. Return of Confidential Information

7.1 Confidential Information, including permitted copies, shall be deemed as the sole property of the Disclosing Party. The Recipient shall, within 20 (twenty) days of a written request by the Disclosing Party, return all Confidential Information (or any designated portion thereof), including any copies, extracts and summaries thereof, to the Disclosing Party or, if so directed by the Disclosing Party, destroy such Confidential Information. The Recipient shall also, within 10 (ten) days of a written request by the Disclosing Party, certify in writing that it has satisfied its obligations under this Clause.

7.2 The Recipient additionally agrees that, after the effective date of termination or expiration of this NDA, it shall promptly return, within a maximum period of 20 (twenty) days, any Confidential Information, including any copies, extracts and summaries thereof, to the Disclosing Party, or destroy such Confidential Information if so directed by the Disclosing Party.

7.3 In case any Confidential Information of the Disclosing Party has been integrated into documents containing proprietary information of any other third party, the Recipient shall, upon request of the Disclosing Party having proprietary rights to such Confidential Information, promptly destroy those portions of the documents, including any copies, extracts and summaries thereof, and shall provide the Disclosing Party with written certification of such action.

8. Injunctive Relief

8.1 The Parties agree that an impending or existing breach of any provision of this NDA (including disclosure or misappropriation of the Confidential Information) would cause the Disclosing Party irreparable harm, the monetary value of which may be extremely difficult if not impossible to ascertain, and for which there might be no adequate remedy at law or in damages. The Parties thus agree that the Disclosing Party shall be entitled to apply for and obtain immediate temporary or permanent injunctive relief prohibiting such violation, without the necessity of proving actual damages by reason of such impending or existing breach, in addition to any other rights and remedies available to it.

8.2 A failure or delay of any Disclosing Party or Recipient's exercise or partial exercise of any right or remedy under this NDA shall not operate to impair, limit, preclude, cancel, waive or otherwise affect such right or remedy.

9. Limitation of Liability

In no event shall a Party be liable to the other Party for any consequential, incidental or indirect damages. The above limitations of liability shall not apply to events caused intentionally or by gross negligence of a Party.

10. Relationship of Parties

10.1 Neither this NDA nor any discussions or disclosures hereunder shall:

(a) Be deemed as a commitment to any business relationship, contract, or future dealing with the other Party, apart from participation in the aforementioned Discussions, unless otherwise specified under this NDA;
(b) prevent either Party from conducting similar discussions or performing similar work to that hereunder, so long as such discussions or work do not violate this NDA.

10.2 This NDA does not represent, and in no way implies, a partnership, joint venture, employment, commercial relationship or obligation for the Parties to engage into commercial relationship; an authorisation for either Party to act as the agent or representative of the other Party; or an encouragement to either Party to expend funds or other resources in the development of products or services.

11. Ownership of Confidential Information

11.1 No patent, copyright, trademark, or other proprietary right is licensed, granted, or otherwise transferred by this NDA or any disclosure hereunder, except for the right to use such information in accordance with this NDA.

12.2 No warranties of any kind are given with respect to the Confidential Information disclosed under this NDA or any use thereof, except that the Disclosing Party warrants that it carries the sole authority to make the disclosures contemplated hereunder.

11.3 All Confidential Information delivered pursuant to this NDA shall be and remain the sole property of the Disclosing Party. The Recipient shall not use the Confidential Information for any purpose other than the activities mentioned in the Preamble of this NDA, or expressly agreed upon between the Parties. The present NDA is limited to the terms and conditions governing the exchange and use of Confidential Information.

12. Waivers

The Recipient may request in writing that the Disclosing Party waive all or any portion of the Recipient's responsibilities relative to the Confidential Information. Such waiver request shall identify the affected Confidential Information and the nature of the proposed waiver. The Disclosing Party shall respond within a reasonable time if a waiver has been granted with respect to such request by the Recipient.

13. Applicability and Term

13.1 This NDA shall enter into force on the last date of signature as specified below by the Parties, and remain in effect for 5 (five) years, unless terminated with 30 (thirty) days' written notice by either Party.

13.2 All obligations undertaken in relation with the Confidential Information disclosed hereunder shall survive termination or expiration of this NDA, until the latest of: (a) 5 (five) years following the end of the Discussions; (b) 5 (five) years from the date when the latest Confidential Information was disclosed to the Recipient; or (c) the longest time permissible under the applicable law.

14. Successors and Assignees

14.1 This NDA shall be binding upon and inure to the Parties' respective successors and assignees. This NDA may be assigned by either Party upon not less than 30 (thirty) days prior written notice to the other Party, provided the other Party expressly agrees to the proposed assignment; such agreement shall not be unreasonably withheld by the Party receiving the written notice of assignment.

14.2 No assignment shall relieve the Recipient of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment. Any assignment in violation of this Clause shall be void.

15. Severability

In case any provision contained in this NDA is held illegal, invalid or unenforceable, such provision shall be deemed deleted from this NDA and amended by a valid and enforceable provision which so far as possible achieves the Parties' intent originally set under the previous provision. The remaining unaffected provisions of this NDA shall continue in full force and effect.

16. Authority

Each Party warrants that it has the authority to enter this NDA for itself and its Affiliates.

17. Entire Agreement

17.1 This NDA shall constitute the entire understanding between the Parties with respect to the subject matter hereof, and supersedes all prior communications, agreements and understandings relating thereto.

17.2 No modification, amendment, supplement to or waiver of the NDA or any of its provisions shall be binding upon the Parties, unless made in writing and duly signed by both Parties.

18. Settlement of Disputes and Applicable Law

18.1 The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of this NDA or the breach, termination, expiration or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

18.2 Any dispute, controversy, or claim between the Parties arising out of this NDA or the breach, termination, expiration or invalidity thereof, unless settled amicably under Article 18.1, above, within 60 (sixty) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining.

18.3 The number of arbitrators shall be 1 (one). If the Parties are unable to designate an arbitrator within 30 (thirty) days of receipt of the notification of a request for arbitration, the arbitrator shall, at the

request of one of the Parties, be appointed by the President of the Permanent Court of Arbitration in the Hague, the Netherlands. The arbitrator's ruling shall be final and binding, and no appeal to a court or any other jurisdiction shall be allowed.

18.4 The NDA and any Amendment thereto, or annex, appendix, or document related thereto shall be governed by general principles of law to the exclusion of any single national system of law. Such general principles of law shall include the UNIDROIT General Principles of International Commercial Contracts (2010). The place of arbitration shall be Geneva, Switzerland, and the language of arbitration shall be English.

19. Privileges and Immunities

19.1. Nothing in or relating to the present Agreement or any of the activities or outcomes described herein shall constitute a waiver, explicit or implied, of any of the privileges, immunities and facilities which the UPU enjoys as an intergovernmental organization and specialized agency of the United Nations. In application of the relevant provisions on privileges and immunities of the UPU, the Company acknowledges and agrees that the archives, property and assets of the UPU, including any information owned and/or submitted by the UPU to the Company and archived or stored by the latter under this Agreement shall be inviolable and immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

19.2. The Company hereby acknowledges the privileges and immunities of the UPU and agrees to take all necessary steps to respect them (including without limitation the enforcement of such obligations on any of the Company's subcontractors as authorized by the UPU), in observance of the Agreement on Privileges and Immunities of the United Nations concluded by the Swiss Federal Council and the Secretary-General of the United Nations - RS 0.192.120.1 (on Swiss territory), the Convention on the Privileges and Immunities of the Specialized Agencies (outside Switzerland), as well as the United States International Organizations Immunities Act of 1945 (on the territory of the United States of America) and other domestic laws. Accordingly, the Company shall immediately contact the UPU in case of any violation or attempt to violate the privileges and immunities of the UPU as referred to herein, and take any necessary measures to prevent such violations.

In witness whereof, the Parties have concluded this NDA in 2 (two) originals in the English language and appended their signatures thereto.

For the UPU:	**For the Company:**
Name and title: Masahiko METOKI Director General Place and date:	Name and title: xx Place and date: