

Non-Disclosure Agreement
ABB Value Provider Program
Third Party Channels

Confidential



Signed by Matelec SAL, Lebanon

Signature: _____

Full name: Farid Fakhry

Date & Place: 2014-10-22, Västerås

Signature: _____

Full name: _____

Date & Place: _____

Signed by : ABB AB, SA Products

Signature: _____

Full name: Gentil Oliviera

Date & Place: 2014-10-22, Västerås

Signature: _____

Full name: _____

Date & Place: _____

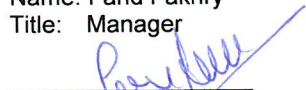
Effective date (dd-mm-yyyy): 22 Oct 2014

permits and, upon the Discloser's request take reasonable steps to obtain an order protecting the Confidential Information from public disclosure.

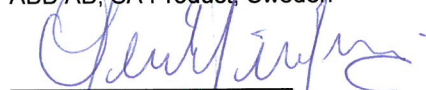
12. Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for special, indirect, punitive, or consequential damages or losses including, without limitation, damages or losses which represent lost profits or lost opportunities.
13. No failure or delay by either party in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof. A waiver of a party's rights under this Agreement shall be effective only if that party agrees expressly in writing.
14. This Agreement, and the obligations hereunder, shall be binding upon the parties hereto, their successors, and their permitted assigns. Neither party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other.
15. This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and this Agreement shall not otherwise be deemed to confer upon or give to any other third party any remedy, claim, liability, reimbursement, cause of action, or other right.
16. If any provision of this Agreement, or part thereof, is found to be unenforceable, invalid or contrary to law ("Challenged Provision"), this shall not affect any other part or aspect of this Agreement, and this Agreement shall remain in full force and effect pursuant to its terms, excluding the Challenged Provision, unless such severance would invalidate the principal purposes of this Agreement. If any provision is so severed, the Parties agree to use best efforts to achieve the same result as was intended by such provision.
17. This Agreement supersedes any prior understandings or representations relating to the subject matter of this Agreement.
18. All notices (which term shall include all demands and claims) to a party shall be in writing and sent to its address set forth at the beginning of this Agreement or to such other address it may provide the other party in writing for such purpose. Notices may be sent by any commercially common means, including post, courier, electronic mail and fax. A notice shall be deemed given when received, except if received on a day or time the Recipient is not open for business, in which case it will be deemed received on the next day the Recipient is open for business.
19. This Agreement shall terminate upon (i) the expiry of a period of one year from the effective date of this Agreement or (ii) if the parties conclude a third party channel agreement or any other similar definitive agreement for ABB Value Provider Program, the expiry of a period of one year from the termination or expiration of such agreement.
20. Any amendment to this Agreement must be in writing and duly signed by each party.
21. This Agreement shall be governed by, and construed and interpreted in accordance with, the substantive laws of Sweden. Should any dispute arise out of this Agreement, either party shall be free to submit the dispute for arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The venue of arbitration shall be Stockholm, Sweden, and the language of arbitration shall be English. The arbitration award shall be final and binding on both PARTIES.
22. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Upon execution by the parties, this Agreement shall take effect as of the date first written above.

For and on behalf of
Matelec SAL, Lebanon


Name: Farid Fakhry
Title: Manager


Name: Cesar WTAUAA
Title: Director

For and on behalf of
ABB AB, SA Product, Sweden


Name: Gentil Oliviera
Title: Marketing and Sales Manager

Name:
Title: