

NON DISCLOSURE AGREEMENT between

_____, tax code and VAT number _____, with registered office in _____, represented by Mr/Dr. _____, domiciled for the position at _____, tax code _____ in the role of _____ (Chief Executive Officer /President/other) of _____, (hereinafter referred to as the **Disclosing Party**)

AND

Silvestri srl, tax code and VAT number _03950860282_, with registered office in Via Bordo Padova, 43 – 35013 Cittadella (PD) Italy, represented by Mr/ Dr. Marco Silvestri, domiciled for the position at _____, tax code _____ in the role of Chief Executive Officer/Managing Director of Silvestri srl, (hereinafter referred to as the **Receiving Party**)

GIVEN THAT

- Disclosing Party is in possession of information of a confidential nature (hereinafter referred to as "Confidential Information" as defined in art. 3 below);
- such Confidential Information constitutes for the Disclosing Party a technical and commercial asset of considerable value;
- Receiving Party has requested the Confidential Information for the purpose of _____;
- the use of such Confidential Information requires adequate forms of protection to guarantee the results to be achieved, their originality and their possible patentability;
- to this end it is necessary to define the specific confidentiality obligations incumbent on the Receiving Party.

In the light of the foregoing, the Parties:

AGREE AS FOLLOWS

Art. 1 - Premises

- 1.1. The premises form an integral and substantial part of this Agreement.

Art. 2 -Subject

- 2.1 This Agreement governs the confidentiality obligations of the Receiving Party with respect to the following Confidential Information, as defined in the following article, of which it becomes aware in carrying out the activities of _____.

Art. 3 - Confidential Information

- 3.1 Confidential Information" means "all information acquired by the Receiving Party", in particular _____ (indicate the type of confidential information - if it is software you could write " the code and the know how") owned by the Disclosing Party, which is not of public domain, provided that such information is indicated as confidential at the time of disclosure by the Disclosing Party.
- 3.2. Confidential Information may be acquired in any form (oral, written, graphic, demonstrative, typed or with sample model), without limitation.

In no case can the information be considered Confidential

3.3. Which:

- a) is of public domain on the date of the signing of this Agreement or become such, following the above mentioned acquisition by act or behaviour not prohibited to the Receiving Party;

- b) was known and/or can be demonstrated to be known by the Receiving Party at the moment of transmission;
- c) have been transmitted to the Receiving Party and expressly qualified as non-confidential;
- d) have been developed independently by the Receiving Party without the use of the Confidential Information acquired.

3.4.

- e) is disclosed to the Receiving Party by a person other than the Disclosing Party, who is not bound by an obligation of secrecy under this Agreement, and in any case become known to the Disclosing Party for facts not attributable to the same. Confidential Information communicated to the Receiving Party by subsidiaries, consultants, agents, or Representatives of the Disclosing Party are also subject to the provisions of this Agreement.

Art. 4 - Obligations of the Receiving Party.

4.1. Receiving Party undertakes to maintain absolute confidentiality with respect to confidential Information acquired by the Disclosing Party and identified as confidential under this Agreement or any subsequent documents.

4.2. In particular, the Receiving Party undertakes the following requirements:

- a) to consider strictly confidential and, therefore, not to disclose and/or in any case not to render known to third parties, the Confidential Information; meaning by third parties all subjects other than those indicated in art. 3.4;
- b) to take all necessary and appropriate precautions and security measures, in accordance with the best interests of professional standards, in order to keep the Information confidential, as well as in order to prevent access by non authorized, subtraction and manipulation of same;
- c) strictly comply with current legislation on privacy and protection of personal data.

4.3. Receiving Party may not use, transfer, reproduce, or even copy any part of such confidential information in any form transmitted without the specific written consent of the Disclosing Party.

4.4. Receiving Party will retain the right to submit the results of _____ (indicate the type of research/work carried out), always in compliance with the obligations of confidentiality to which it is bound.

Art. 5 - Intellectual Property Rights

5.1. The Confidential Information provided by the Disclosing Party to Receiving Party remains the property of the Disclosing Party and will be granted to the Receiving Party only for the purposes indicated in the previous art. 2.

5.2. In no case shall the Receiving Party have any rights or claims with respect to the Confidential Information.

5.3. In no case does this Agreement offer and/or grant any right or concession license to the Receiving Party or other right to use any present and future patents, trademarks, models or other intellectual or industrial property rights in respect of the Confidential Information.

5.4. The Parties participate in equal shares in the intellectual or industrial property rights on the results of the _____ (indicate the type of research/work carried out), (possible inventions, new models, process or product innovations, technical and commercial know-how), without prejudice to the moral rights due by law to the Receiving Party as author and inventor.

Or alternatively

5.4. The Parties undertake to regulate, by separate agreement, any ownership of industrial and intellectual property rights deriving from the research activity in question.

Art. 6- Document Restitution

6.1. Upon expiration of this Agreement and/or in the event of its termination, the Receiving Party undertakes to return to the Disclosing Party the originals and all copies of the documents, in whatever medium created, containing or referring to the Confidential Information under this Agreement.

6.2. Receiving Party also agrees to delete or destroy any recording made on any medium of the Confidential Information.

Art. 7 - Duration period

7.1 This Confidentiality Agreement will last for a period of _____ years from the date of signature.

Art. 8 - Prohibition of Transfer

8.1 No party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

Art. 9 – Modifications

9.1 Any amendments to this Agreement must be made in writing and signed by both Parties.

Art. 10 - Governing Law and Jurisdiction

10.1 This Agreement is governed by Italian law.

10.2 In the event that any dispute should arise between the Parties relating to the execution and / or if the interpretation of this Agreement is not settled amicably, the place of jurisdiction shall be Venice.

Place and Date

Disclosing Party

Receiving Party