



Confidentiality Agreement

between

TUMEDEI S.p.A., a Company registered and acting under the laws of Italy, having registered offices in Via Bolzano 12, 38061 Ala, Italy ,
VAT No. IT01546400225 hereby duly represented by Mr. Olivier Marin in his capacity as General Manager
(Hereinafter **Tumedei**)

ON ONE SIDE

AND

_____, a Company registered and acting under the laws of having registered offices in _____.

hereby duly represented by Mr./Ms. _____ in his/her capacity as Managing Director

(Hereinafter _____)

ON THE OTHER SIDE

WHEREAS

- a) TUMEDEI and _____ (hereinafter referred to as the "Parties") have been and expect to further engage in discussions and/or meetings for the purpose of evaluating the possibility to submit offers for and cooperate on (specify the project) (hereinafter referred to as the Project).

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REGISTERED OFFICE AND PLANT:
TUMEDEI S.P.A.
38061 ALA - Trento (Italy) Via Bolzano, 12
Phone +39-0464 / 671452 - Fax +39-0464 / 672820
VAT NUMBER IT 01546400225 - Fiscal Code.04079660371
Company Register at the Court of Trento. 113478/97
Economic Administrative Inventory Trento. 133642

- b) the Parties expect that such discussions may involve the written and/or verbal disclosure and communication to each other of information which may include without limitation, financial data, business plans, personal information, drawings, samples, devices, demonstrations, technical information, and other data (collectively and individually referred to as the “Information”);
- c) the Parties hereto wish to define and protect their rights in regards to the Information

THE PARTIES AGREE AS FOLLOWS:

1. Points from **(a)** to **(c)** are considered part of this agreement
2. to retain in strict confidence all the Information which may become accessible directly or indirectly to the other party nor to use such Information for any other purpose than that of the mutual Cooperation of the parties nor to disclose such Information to third parties or use it for commercial purposes without the written consent of the disclosing party.
3. to exercise every reasonable precaution to prevent and restrain the unauthorized disclosure of the Information by any of its directors, officers, employees, consultants, suppliers, sub-licensees, or agents, or otherwise howsoever.
4. that the receiving party undertakes to retain Information secured and disclose it only to those employees directly involved in the Cooperation, which are committed in writing to the provisions of this agreement. Any other person is deemed to be a third party. Subsidiaries or affiliated companies of the parties are also deemed to be third parties.
5. In case the receiving party is authorized to transfer Information to a third party, such transfer shall not be performed before the third party is committed in writing to the same provisions of this agreement.

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Registered Stock € 410.800,00

6. This Agreement shall not affect the receiving party's rights to use or disclose Information, which
- a) was known by the receiving party prior to the disclosure by the disclosing party;
 - b) is or may hereafter be publicly available through no wrongful act of the receiving party;
 - c) was known by the receiving party through own developments;
 - d) which is approved in writing for disclosure by the disclosing party.

The onus of proof for the existence of the afore mentioned exceptions is borne by the receiving party.

7. In the event that the receiving party intends to make Information public and/or disclose such Information to a third party pursuant to the obligation in clause 5, the written consent of the disclosing party is required prior to such disclosure. In case of one or more of the afore mentioned exceptions, the consent has to be given in writing.
8. No right is granted under this Agreement, nor does it commit the parties to a conclusion of any further contract. The parties agree not to commercialise the Information or disclose it without the prior written consent of the disclosing party. The parties shall not use their business relationship for any promotional purpose without the prior consent of the other party.
9. The Information, and all rights to the Information, which has been or will be disclosed to the receiving party, shall remain the exclusive property of the disclosing party and shall be held in trust by the receiving party for the benefit of the disclosing party.

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Registered Stock € 610.800,00

10. The disclosing party shall not be held liable for any errors and/or omissions in the Information and for the utilisation and the results of utilisation of the Information.
11. The receiving party shall, upon request of the disclosing party, but not after the termination of this agreement, return without retaining copies and/or records, all tangible, written and/or other documented Information. The receiving party shall certify in writing to the other party the destruction of the documented information and the identity of the person who has performed such destruction.
12. The parties agree that in case of default, the party in default shall be liable to pay compensations for the direct and indirect damages suffered by the other party, to the maximum extent permitted by law.
13. This Agreement comes into effect upon the signature of both parties for 10 (ten) years after the signing of this Agreement. This Agreement shall be binding upon the Parties hereto and their respective successors, assigns, subsidiaries and affiliates.
14. No amendment to terms and conditions of the Agreement shall be valid and binding on the Parties hereto unless made in writing and signed by an authorised representative of each party.
15. Should any of the provisions of this Agreement be or become inoperative or impracticable, the effectiveness of the remaining provisions shall not be affected. In this event, the parties agree to replace these provisions by an effective and practicable provision which to the largest extent possible complies with the meaning and purpose of the inoperative or impracticable provision.
16. No action, failure to act or non-use of available rights or remedy by the Parties, shall constitute a waiver of any of such party's rights in the future, nor shall any such action, failure to act or non use of available rights or remedy in the future constitute an approval of or acquiescence in any breach thereof, unless such waiver is made in writing to ensure that the right/provision still exists and/or is still available to the Parties.

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- 17. In the event of any disputes, the parties shall try to resolve disputes amicably by escalating the disputes within their organisations, and the parties shall first exhaust their remedies before resorting to final resolution of the dispute by way of Court Judgement
- 18. This Agreement shall be governed by, construed under and interpreted in accordance with the laws of Italy. All disputes from or in connection with this Agreement which cannot be settled amicably, shall be exclusively brought in front of and decided by the courts competent for Trento, Italy.
- 19. This Agreement also governs Information which becomes visually accessible to one party during a visit of the other party's facilities or institutions.
- 20. This Agreement also governs Information, which was exchanged during the discussions regarding the Project prior to the conclusion of this Agreement.
- 21. This Agreement constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the treatment of Proprietary Information to which this Agreement relates.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the parties.

Tumedei

By: _____ By: _____
Place: _____ Place: _____
Date: _____ Date: _____

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