

# MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into **this day** \_\_\_\_\_  
(the "Effective Date") by and between **Ovosonico S.r.l.**, with a registered office at **Via Limido 50, 21100 Varese, Italy**, and the applicant:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(collectively referred to herein as the "Parties" and individually as the "Party").

The Parties wish to disclose to each other and to receive from each other, from time to time, certain information and ideas considered to be confidential regarding the Parties' current and future technology and projects and/or business plans and opportunities for the purpose of discussing a possible business relationship/employment opportunity between the Parties (hereinafter "the Purpose").

THEREFORE, in consideration of the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto mutually agree as follows:

1. "Confidential Information" as used in this Agreement shall mean any and all technical and non-technical information disclosed by one Party (a "Disclosing Party") to the other Party (a "Receiving Party"), regardless of form, proprietary or maintained in confidence by the Disclosing Party, and shall include, without limitation: (a) discoveries, ideas, concepts, trade secrets, drawings, works of authorship, inventions, know-how, techniques, logos, titles, script, analysis, process data, schematics, methods, design, software programs, software code and software source documents; (b) information regarding research, development, new service offerings and products, contracts, proposals, documents, schedule, operations, procedures, marketing techniques, strategies, marketing and selling plans, business plans, budgets and unpublished financial statements, financial information, licensing and distribution arrangements, prices and costs and suppliers and customers, and other business data, the existence of any business discussions, negotiations or agreements between the Parties, the existence of this Agreement and any discussions between the Parties surrounding this Agreement.

2. Each Receiving Party agrees that it shall disclose Confidential Information of the Disclosing Party only to those of Receiving Party's, its subsidiaries' and its affiliates' directors, officers, employees, contractors, agents, attorneys and representatives who need to know such Confidential Information within the Purpose and who have agreed in writing to be bound by terms and conditions substantially similar to, and no less restrictive with respect to limitations on use and disclosure than, those of this Agreement.

3. Each Receiving Party agrees that it shall treat all Confidential Information of the Disclosing Party with the same degree of care as it accords to its own Confidential Information, and represents that it exercises at least reasonable care to protect its own Confidential Information. Except as otherwise expressly provided in this Agreement, the Receiving Party shall not (i) use, copy or disclose, or authorize or permit the use, copy or disclosure of any Confidential Information in whole or in part in any manner or to any person, firm, enterprise, organization, corporation or entity (ii) alter, modify, disassemble, reverse engineer or decompile any of the Confidential Information without the prior written consent of the Disclosing Party; (iii) use any Confidential Information obtained from the Disclosing Party to its competitive advantage. All Confidential Information furnished by the Disclosing Party to the Receiving Party shall be used solely in connection with the Purpose.

4. The Receiving Party's obligations under this Agreement with respect to any portion of the Disclosing Party's Confidential Information shall terminate when the Receiving Party can document that such Confidential Information: (a) was in the public domain at the time it was communicated to the Receiving Party by the Disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the Receiving Party by the Disclosing Party, through no fault of the Receiving Party; (c)

was in the Receiving Party's possession, free of any obligation of confidence, at the time it was communicated to the Receiving Party by the Disclosing Party; (d) was rightfully communicated to the Receiving Party by a third party, free of any obligation of confidence, subsequent to the time it was communicated to the Receiving Party by the Disclosing Party. In addition, the Receiving Party may disclose the Disclosing Party's Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law. In any such event, the Receiving Party will disclose only such Confidential Information as is legally required and will exercise reasonable efforts to obtain confidential treatment for any Confidential Information being disclosed.

5. All Confidential Information and materials furnished to the Receiving Party by the Disclosing Party shall remain the property of the Disclosing Party and nothing contained herein shall be construed as granting the Receiving Party any rights with respect to the Confidential Information disclosed.

6. Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all documents and any tangible material or medium containing or representing such Confidential Information, including all copies, notes, summaries, and abstracts thereof.

7. Both Parties hereto acknowledge and agree that Disclosing Party has developed such Confidential Information by the investment of significant time, effort and expense, and that such Confidential Information provides Disclosing Party with a significant competitive advantage in its business. Both Parties hereto acknowledge and agree that a breach of this Agreement by the Receiving Party will therefore result in irreparable harm to the Disclosing Party, the extent of which would be difficult to ascertain, and in any event money damages will be inadequate as a remedy in the event of such a breach. Accordingly, each Party agrees that in the event of a breach of this Agreement by the Receiving Party, the Disclosing Party shall be entitled to injunctive, or other equitable relief as the court deems appropriate, in addition to any other remedies which it may have available.

8. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party.

9. Notwithstanding the cessation of discussions, or the successful completion of a potential business relationship, Confidential Information shall remain confidential pursuant to the terms and provisions of this Agreement for a period of 5 (five) years from the date of disclosure by Disclosing Party to the Receiving Party.

10. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties hereunder, shall be governed, interpreted and enforced in accordance with the laws of Italy. The Parties hereto agree that the rules of the Arbitration Institute of the Italian Chamber of Commerce and the Milan District Court shall have exclusive jurisdiction to hear and determine any claims, disputes, actions, or suits, which may arise under or out of this Agreement.

11. This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof, and supersedes any other prior or contemporaneous agreements or understandings, whether written or oral. This Agreement may only be changed by written mutual agreement of authorized representatives of the Parties. If any provision of the Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement and this Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.

12. It is agreed and understood that that either Party is not the agent or representative of the other Party and has no authority or power to bind or contract in the name of or to create any liability against the other Party in any way or for any purpose. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

13. This Agreement may be executed in two or more counterparts, each of which counterpart shall be deemed an original, and all of which counterparts when taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate as of the Effective Date.

**Ovosonico S.r.l.:**

**The Applicant:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print  
Name: Massimo Guarini

Print  
Name: \_\_\_\_\_

Title: President & CEO

Title: \_\_\_\_\_