

Prosilas

NON-DISCOLSURE AGREEMENT

(hereinafter the "Agreement")

between Prosilas SRL, with registered office in Via Terracini, 14 Civitanova Marche (MC), Vat code 01482200431, in the person of the Chief Executive Officer Vanna Menco, (hereinafter "Prosilas Srl" or "Disclosing / Receiving Party" *to cross as needed*);

and....., with registered office in.....
Vat code

in the person of (hereafter referred to as "....."
or "Disclosing / Receiving Party" *to cross as needed*).

Prosilas SRL and hereinafter individually referred to as "Party" and jointly "Parties".

PREMISES

The Parties intend to evaluate the possibility of starting a collaboration for

".....".

The Disclosing Party will disclose to the Receiving Party certain information that may be confidential and / or not in the public domain (hereinafter the "Confidential Information"). That said, in order to protect and avoid improper use of Confidential Information, the Parties agree and stipulate the following

1. Regardless of the medium on which they are stored or the manner in which they are communicated, the Parties recognize as Confidential Information any type of data, notion or knowledge, which the Disclosing Party should share with the Receiving Party in the execution of the Project.
2. The Receiving Party undertakes not to disclose, disseminate and / or communicate to third parties, directly or indirectly, in whole or in part, the Confidential Information that it should receive, and to prevent third parties from coming into possession of it, for this purpose by adopting the same level of protection that the Receiving Party reserves for its Confidential Information and in any case not lower than a reasonable level of protection.
3. The Parties agree not to consider confidential information that: (i) is freely accessible to the public or becomes so during the period of effectiveness of this Agreement, without this happening due to the breach of the confidentiality obligation of the Receiving Party (ii) the Receiving Party can demonstrate knowledge at the time of disclosure.
4. The Receiving Party undertakes to limit access to Confidential Information received by the Disclosing Party only to its employees or collaborators (regardless of the legal type

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of collaboration) who must necessarily become aware of it for the execution of the Project. In any case, the Receiving Party undertakes to bind its employees and collaborators to comply with the provisions of this Agreement, and to be responsible to the other Party for any violations.

5. The Parties acknowledge that the Confidential Information disclosed is and will be the property of the Disclosing Party. The Disclosing Party warrants that it is legally authorized to disclose the confidential information it has chosen to transfer under this Agreement but does not guarantee its content.
6. The purpose of this Agreement is to protect the Confidential Information and it cannot in any way be considered a grant of a patent license, utility model or other rights, except for the limited permission to use such information for the purposes of the Project in compliance with the terms and conditions of this Agreement, and in any case in the exclusive interest of the Disclosing Party.
7. This Agreement cannot be considered as the will of each Party to undertake to enter into further and / or future agreements for cooperation, development and purchase of products and / or services between the Parties.
8. This Agreement will be valid and effective, with the signing of the Parties, on the date indicated in the epigraph to this agreement, and will have a duration of 5 (five) years from that date. At the end of this Agreement, as well as should the collaboration between the Parties cease, the Project is abandoned or the interest of the Receiving Party in having access to the Confidential Information ceases, the Disclosing Party may request the Receiving Party to return and / or destroy of the Confidential Information communicated, without this invalidating the obligations assumed with this Agreement.
9. The violation of this Agreement may result in irreparable damage for the Disclosing Party, which will have the right to seek compensation for all damages suffered for any violation committed, without prejudice to the right to compensation for the greater damage suffered, without this preclude the possibility of resorting to other remedies provided by law, including those of a precautionary nature.
10. In case of non-fulfillment of the obligations under this Agreement by the Receiving Party, the latter shall indemnify the Disclosing Party from all damages, losses and costs (including legal fees) deriving from any real, attempted or warned disclosure or breach of this Agreement attributable to the Receiving Party.
11. This Agreement is drawn up in writing and any changes must be made in writing. The nullity or invalidity of one or more clauses of this Agreement will not extend to the entire Agreement which will remain valid and effective between the Parties. The Parties declare that they have negotiated this Agreement, considering what is stated therein representative of their willingness to negotiate

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12. This Agreement is governed by Italian law, with the exclusion of the rules of private international law and the rules of conflict. Any dispute relating to this Agreement will be devolved to the exclusive jurisdiction of the Court of Macerata.

Civitanova Marche, / /

Prosilas srl

Name: Vanna Menco

Job Title: CEO

Name:

Job Title:

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