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NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into as of dd/mm/aaaa ("Effective Date") between

EsseCI s.r.l. with offices at Via Flaminia Ternana, 386 05035 Narni (TR) ITALY

And

XXXXXXXXXXXXXXXXXXXX

(herein after, individually, "Party" and collectively, "Parties").

The Parties agree as follows.

1 STATEMENT OF PURPOSE. This Agreement is being executed in connection with discussions and other exchanges of information that directors, officers, employees or attorneys, who have a need-to-know ("Representatives") of the Parties have had or may have for the purpose of evaluating the possibility of entering into certain business transactions which may include provision of services or evaluation or purchase of goods. The subject matter of this Agreement includes, but is not limited to esseCI's knowledge of and regarding esseCI products, processes, specifications, and novel ideas, and _____ technologies/knowledge.

2 TERM. The term of this Agreement during which disclosures between the Parties may take place is three (3) years from the Effective Date ("Term"), unless sooner terminated by mutual consent or upon written notice by one Party to the other.

3 PUBLICITY. Except as may be required by law, neither Party shall disclose, publicize or advertise in any manner the discussions and/or negotiations giving rise to this Agreement without the prior written consent of the other Party, including consent as to the timing and content of such disclosure. Except as may be required by law, neither Party shall use the name of the other Party, or any affiliate of the other Party, in any promotion, publication, or advertisement.

4 PERSONALLY IDENTIFIABLE INFORMATION. Personally identifiable information or "PII" means any data or information (regardless of the medium in which it is contained and whether in individual or aggregate form) that (i) relates to an individual and

(ii) identifies or can be used to identify the individual (such as an individual's name, postal address, email address, telephone number, date of birth, driver's license number, account number, credit or debit card number, personal identification number, health or medical information, or one or more factors specific to physical, psychological, mental, economic, cultural or social identity, or any other unique identifier) that is (a) disclosed by "*Discloser*" (as defined herein below) or on Discloser's behalf by Discloser's employees, agents, consultants or contractors, or (b) created, obtained, used, processed or accessed by "*Recipient*" (as defined herein below) on Discloser's behalf. To the extent PII is disclosed pursuant to this Agreement, each Party understands and agrees that no PII shall be disclosed or collected hereunder until a separate Data Processing Addendum is executed between the Parties.

5 CONFIDENTIAL INFORMATION. Each Party ("*Recipient*") understands and agrees that during the Term it may be furnished with or otherwise have access to information, whether disclosed in writing, orally or by other means, that the other Party ("*Discloser*") disclosed in strict confidence and considers to be confidential, which may include, but is not limited to, Discloser's database and network, PII, customer information, credit card information, business, financial and technical information, developmental and manufacturing processes and procedures, plans, research, existing and future product information, samples, prototypes, test methods, raw material information, chemical compositions, equipment, designs, data, computer programs and software, customer and prospect lists, algorithms, trade names or proposed trade names, ideas, concepts, flow charts, diagrams, devices, inventions, formulae, patterns, vendor information, equipment, reports, forecasts, prices, cost and personnel data, designs, methods, techniques, drawings, trade secrets, processes and know-how, whether tangible or intangible and whether or not stored, compiled or memorialized physically, electronically, graphically or in writing (the "*CI*").

Except with respect to PII, CI shall not include information which: (a) is or becomes part of the public domain through a source other than Recipient; (b) was rightfully known to Recipient at the time of disclosure with no confidentiality obligations to a Third Party (c) is independently developed by Recipient without breach of this Agreement or any other Agreement between the Parties;

(d) is subsequently learned from a Third Party not under a confidentiality obligation to Discloser; or (e) is authorized in writing by Discloser to be disclosed.

6 NO OBLIGATION TO DISCLOSE. Nothing in this Agreement shall be deemed to obligate either Party to disclose CI to or accept CI from the other Party.

7 USE OF AND DUTY TO PROTECT CONFIDENTIAL INFORMATION. Recipient agrees to use the CI only for the purpose set forth in Paragraph 1 hereof and to secure, protect and maintain the confidentiality of the CI of Discloser, using at least as great a degree of care as it uses to maintain the confidentiality of its own information of a similar nature or importance, but in no event less than reasonable care. Recipient shall not reproduce CI except as necessary in furtherance of the purpose of

this Agreement as set forth in Paragraph 1. Recipient shall not sell, transfer, publish, disclose, or otherwise use or make available any portion of Discloser's CI to third parties, except to those who have a need-to-know the same in furtherance of the purpose of this Agreement as set forth in Paragraph 1 and as expressly authorized herein. Recipient shall be responsible for the compliance of such third parties with the terms and conditions of this Agreement.

8 CONFIDENTIALITY AND NON-USE OBLIGATIONS SURVIVE. The Parties' confidentiality and non-use obligations hereunder shall survive for five (5) years following any termination or expiration of this Agreement, provided, however, that any such obligations with respect to CI constituting trade secrets shall remain in force for so long as such CI shall be eligible for trade secret protection. Confidentiality and non-use obligations with respect to PII shall continue indefinitely.

9 RIGHT TO NOTICE. In the event that Recipient: (a) receives a request to release CI in accordance with applicable law, pursuant to a duly authorized subpoena, court order or government authority; or (b) wishes to disclose CI in order to permit Recipient to prosecute or defend any claim hereunder; Recipient shall provide Discloser with prompt written notice of (a) and/or (b) in order to permit Discloser to seek a protective order or other appropriate remedy protecting its CI from disclosure and Recipient shall limit the release of the CI to the greatest extent possible under the circumstances.

10 RIGHTS ON CONFIDENTIAL INFORMATION. It is expressly understood and agreed by the Parties that:

- a) any Confidential Information exchanged under this Agreement shall remain the exclusive property of the Disclosing Party; and
- b) the disclosure and provision of Confidential Information under this Agreement by either Party to the other Party shall not be construed as granting to the Receiving Party any rights, whether express or implied, by license or otherwise, on the matters, inventions or discoveries to which such Confidential Information pertains or any copyright, trademark or trade secrets; and
- c) all the intellectual property rights pertaining to Confidential Information and data disclosed under this Agreement shall, subject to any right of any other owner, be and remain the property of the Disclosing Party; and
- d) the Receiving Party shall under no circumstances obtain any right on the Disclosing Party's patents, trademark or know-how by reason of this Agreement or by disclosure of Confidential Information hereunder.

11 OBLIGATION TO DESTROY OR RETURN CONFIDENTIAL INFORMATION. As soon as reasonably practicable upon receipt of a written request from Discloser (but in no event longer than thirty (30) days from receipt of such request), Recipient must deliver to Discloser all tangible materials containing or embodying the CI or, at Discloser's option, certify that all such materials in Recipient's possession have been securely destroyed.

12 EXPORT COMPLIANCE. Each Party shall comply with all applicable export laws and regulations with respect to CI exchanged hereunder.

13 WARRANTIES. Discloser warrants that it has the right to disclose all CI that it discloses to Recipient. Neither Party makes any other representation or warranty, whether express or implied respecting CI or any other matter.

14 INDEMNIFICATION. The breaching Party will defend, indemnify and hold harmless the non-breaching Party from all direct and Third Party claims resulting from breach of this Agreement including but not limited to Discloser's breach of the warranty set forth in Paragraph 13.

15 INJUNCTIVE RELIEF. The Parties acknowledge and agree that if Recipient should breach or threaten to breach this Agreement, in addition to any other remedies it may have at law or in equity, Discloser will be entitled to a restraining order, injunction or other similar remedy in order to specifically enforce the provisions of this Agreement. Recipient specifically acknowledges that money damages alone would be an inadequate remedy for the injuries and damages that would be suffered or incurred by Discloser as a result of a breach of any of the provisions of this Agreement. In the event that Discloser should seek such relief, Recipient hereby waives any requirement for the submission of proof of the economic value of any CI or the posting of a bond or any other security. Recipient shall notify Discloser immediately upon discovery of any unauthorized use or disclosure of CI or any other breach of this Agreement by Recipient and will cooperate with Discloser in every reasonable way to help Discloser regain possession of the CI and prevent its further unauthorized use or disclosure.

16 NO LIABILITY. Discloser shall have no liability as a result of the use of or reliance on any CI by Recipient.

17 RELATIONSHIP. This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligations of the Parties shall be limited to those expressly set forth herein.

Nothing in this Agreement shall grant to any Party the understanding and/or the right to make any commitment of any kind, whatsoever, for or on behalf of each Party, without the written consent of the other Party.

This Agreement is not intended to create any obligation on the Parties to enter into any future agreement(s).

The execution, existence and performance of this Agreement shall be kept confidential by the Parties hereto and shall not be disclosed by any Party without the prior written consent of the other Party.

18 NON WAIVER OF RIGHTS. Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. For the

avoidance of doubt, no single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

19 GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by and construed in accordance with the substantive laws of Italy, that is without recourse to its conflict of laws provisions. Any action instituted by either Party arising out of this Agreement shall only be brought, tried and resolved in the Courts of Italy. The Parties hereby consent to exclusive jurisdiction and venue in the Courts of Terni, Italy for all disputes arising under this Agreement.

20 SEVERABILITY. If any provision of this Agreement is or at any time becomes invalid, illegal or unenforceable for any reason, that provision shall be deemed not to form part of this Agreement, but the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or impaired and shall remain valid and enforceable to the fullest extent permitted by law, and the Parties shall work in good faith to replace such invalid, illegal or unenforceable provision with one that, to the extent possible, is consistent with the Parties' original intent.

21 SURVIVAL. This Agreement shall survive execution of any other contract between the Parties unless otherwise expressly agreed in writing.

22 NOTICES. All notices, requests and consents hereunder shall be in writing and deemed given on the date received as evidenced by proof of receipt, if delivered to the Parties' addresses set forth herein by (a) hand; (b) certified mail, return receipt requested; (c) email with confirmed return receipt; or (d) overnight courier of national reputation.

23 MODIFICATION. This Agreement may be modified only by written amendment signed by all Parties.

24 EXECUTION. This Agreement may be executed via facsimile or electronically, and in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute a single instrument.

25 SUCCESSORS AND ASSIGNS. Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party(ies).

26 HEADINGS. Headings are intended for reference only and shall have no effect on the meaning of any provision of this Agreement.

27 ENTIRE AGREEMENT This Agreement constitutes the entire agreement between the Parties hereto concerning the exchange and protection of Confidential Information and it supersedes any prior or contemporaneous agreements concerning the subject matter hereof.

28 COSTS AND EXPENSES. Each Party shall bear all its relevant costs and expenses incurred in the performance of this Agreement and no Party shall have any right to any reimbursement, payment of compensation of any kind from the other Party, except as provided in this Agreement, in connection with any kind of default.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date and agree to be legally bound by all terms and conditions contained herein.

esse CI srl
signature; title; date
