

CONFIDENTIALITY AGREEMENT

BETWEEN:

Company:

Registered Office address:

VAT Registration #:

represented by (title, name):

(hereinafter "**Company**" or "**Party**");

AND

Steliau Technology Italy S.p.A. whose registered office is at Viale Sarca, 336 – Edificio 13 – 20126 Milano – Italia, Vat Registration Number IT00845140151, hereby represented by the CEO, Massimo Loche (hereinafter "**Steliau**" or "**Party**");

WHEREAS:

1. the Company and Steliau, in the course of their relationships, intend to exchange information and acknowledge that some of those information are confidential either in their nature or by the degree of protection that one Party intend to apply;
2. the Party disclosing the information is hereinafter also defined as the "**Disclosing Party**" and the Party to whom those information are disclosed is hereinafter also defined as the "**Receiving Party**";
3. Parties hereby agree the following terms and conditions governing the exchange of Confidential Information, as defined below;

PARTIES HEREBY AGREE AS FOLLOWS:

Introductions and definitions are part of this "Confidentiality Agreement" (hereinafter "**Agreement**").

For the purpose of this Agreement "**Confidential Information**" are those information disclosed by the Disclosing Party qualified in writing at disclosure as "Confidential Information".

The Receiving Party agrees:

1. not to disclose Confidential Information to any third party, unless prior written agreement with the Disclosing Party, for a period of 60 (sixty) months starting from disclosure (hereinafter "**Confidentiality Term**");
2. to apply to Confidential Information during the Confidentiality Term the same degree of care that adopts to its own confidential information and to use Confidential Information for the sole purpose they are disclosed;
3. to execute, in case a non-disclosure agreement is not in place between the Receiving Party and its employees having access to Confidential Information, a confidentiality agreement consistent with the provisions of this Agreement;
4. to destroy, at the end of the Confidentiality Term all Confidential Information and their copies, if any.

The above confidentiality obligations do not apply to information that:

- a) are or become public domain;
- b) were already known to the Receiving Party at the time of communication by the Disclosing Party, as independently developed by the Receiving Party;
- c) are lawfully received by third parties;

not in breach of these confidentiality obligations and provided that those information are not originated, even partially, from Confidential Information.

The confidentiality obligations in this Agreement do not apply to disclosure of Confidential Information required by a judicial, governmental or administrative authority: should one of these cases occurs the Receiving Party will promptly inform the other Party of the request.

Saved the provisions in this Agreement both Parties are free to use the know-how they develop during the execution of this Agreement.

This Agreement may not be assigned by one Party to third parties, unless prior written agreement of the other Party: any attempt to do so will be deemed null and void.

Both Parties hereby agree that, unless otherwise provided by mandatory law provisions, Steliau shall not be liable for any damage, including third party claims, arising from using Confidential Information. Both Parties agree that, unless otherwise provided by mandatory law provisions, Steliau shall not be liable for any damage, including direct, indirect, special, consequential damages, loss of profit or saving, costs, claims (including third party claims), loss or damage to data, loss of goodwill, revenue, business opportunities, company value, business interruption, late in delivery or for poor performance of networks. The above shall apply also in the case Steliau shall have been aware or in the position to expect the above.

This Agreement is made of 2 pages and supersedes any prior agreement between the Parties on its scope. By signing this Agreement, the Parties do not intend to grant any license unless otherwise expressly provided by this Agreement.

This Agreement is not intended to modify nor to amend any mandatory law and regulations (including import/export) provisions; should one or more of provisions of this Agreement not comply with applicable mandatory law or regulation (including import/export) and that provision should be intended as invalid, not applicable or not lawful, the Parties must negotiate in good faith in order to agree on alternative provisions of mutual satisfaction to replace the invalid, inapplicable or unlawful provisions which allow them to achieve, to the maximum extent permitted, the effects they desired with such provisions and carry out their intentions as they emerge from the overall tenor of the Contract.

Parties hereby confirm to have fully negotiated terms and conditions of this Agreement.

This Agreement is governed by the laws of Italy. Any litigation arising from signature, interpretation, execution and termination of this Agreement shall be settled exclusively by the Court of Milan – Italy.

Date, stamp and signature