

## MUTUAL NON-DISCLOSURE AGREEMENT

This **MUTUAL NON-DISCLOSURE AGREEMENT** (the "Agreement"), is entered into on this 17<sup>th</sup> day of November 2016, by and between B.D.S.R., company organized and registered under the Laws of Italy, with offices at Via Galileo Galilei 3, 31033 Castelfranco Veneto, Treviso, Italy and the signatory below to protect and safeguard the confidential and proprietary information of the respective parties hereto and to safeguard and not disturb the continuing operations of the respective parties.

**WHEREAS**, to facilitate discussions regarding a prospective business relationship between the parties, and in contemplation of or in conjunction with the parties entering into a formal agreement, the parties acknowledge that it may be necessary for either party (the "Disclosing Party") to furnish and disclose to the other party (the "Receiving Party") certain confidential and proprietary information regarding its business, intellectual property, technology and prospects. For purposes of this Agreement, "Confidential Information" shall be deemed to include all information and materials disclosed orally, visually or in writing which relates to certain trade secret information of the Disclosing Party, including, without limitation, discoveries, ideas, concepts, designs, drawings, specifications, software in various stages of development, diagrams, flow charts, research, models, data, source code, object code, documentation, processes, procedures, "know-how", marketing techniques and materials, marketing and business development plans, customer names and other information related to customers, price lists, pricing policies and financial information and any other non-public, competitively or technically valuable information. All information and documentation which is stamped or imprinted with the word "CONFIDENTIAL" shall also be equally treated as Confidential Information; and

**WHEREAS**, the parties agree that to facilitate the exchange of Confidential Information, each party to this Agreement and each party's officers, principals, employees and affiliates (for him, her, itself, or for any other person, firm, corporation, or business) acknowledge and agree as follows:

1. In consideration of the Disclosing Party furnishing the Confidential Information, the Receiving Party agrees that it will not, without the prior written consent of the Disclosing Party, disclose, divulge, display, publish, summarize, transfer or otherwise make available to any third party any Confidential Information, or the fact that the parties are considering or have entered into the transaction for which the Confidential Information is being furnished.
2. The Receiving Party agrees that: (i) it will use the Confidential Information solely in connection with its evaluation, analysis and negotiation of the transaction with the other party and for no other purpose whatsoever; (ii) it will not seek to circumvent the Confidential Information or use the Confidential Information to solicit or entice away or to endeavor to solicit or entice away any customers, suppliers or employees of the other party, either to join the Receiving Party or for any other purpose; (iii) it will not disassemble, de-compile or otherwise reverse engineer any software, product or code disclosed to the Receiving Party by the Disclosing Party; (iv) it will permit disclosure of the Confidential Information only to its officers, directors, employees, affiliates or agents who are or agree to be bound by the terms of this Agreement and have an actual need to review the same; (v) it will regard and preserve the Confidential Information with the same degree of care that is applied to its own confidential materials and information which in no event shall be less than a reasonable degree of care; (vi) it will make copies of the Confidential Information only to the extent necessary to review and analyze the same, and (vii) it agrees to be responsible for any breach of this Agreement by its officers, directors, employees, affiliates or agents.
3. The Disclosing Party shall retain all rights, title and interest to such party's Confidential Information. No license under any trademark, patent or copyright, or application for same which is now or thereafter may be obtained by the Receiving Party or any other party is either granted or implied by the disclosure of the Confidential Information, nor may this Agreement be construed as a license to make, use or sell the Confidential Information. In the case of a prospective transaction contemplated by the parties, it is understood by the parties that there is no obligation on either party to enter into any further agreement or negotiation with the other except upon such terms and conditions as may be mutually agreed upon in writing, however, the terms and conditions in this Agreement including without limitation the use and disclosure of the Confidential Information are absolute and binding upon the parties hereto. No party shall use the name, trademark, service mark, logo or any other symbol of the other party without the such party's

prior and express written consent.

4. Confidential Information does not include information which (i) is or becomes public other than as a result of disclosure by the Receiving Party or by any party to whom the Receiving Party has disclosed some or all of the Confidential Information in accordance with the provisions of this Agreement; (ii) the Disclosing Party agrees in writing may be disclosed; (iii) the Receiving Party is required to disclose by applicable law, regulation or legal process (subject, however, to Paragraph 5 of this Agreement); (iv) was available to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party as expressly stated by an authorized representative of the Receiving Party; (v) becomes available to the Receiving Party on a non-confidential basis from a person other than the Disclosing Party who is not otherwise bound by a confidentiality agreement with the Disclosing Party; or (vi) is developed by the Receiving Party separate and apart from any disclosure by the Disclosing Party or any ensuing discussions between the parties.

5. In the event the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, it shall provide the Disclosing Party with prompt notice of any such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Company, the Receiving Party is nonetheless, in the written opinion of counsel, required to disclose the Confidential Information, it may, without liability hereunder, disclose only that portion of the Confidential Information which such counsel so advises the Receiving Party is required to be disclosed, provided that it attempts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

6. The Receiving Party agrees to return promptly to the Disclosing Party any copies, including all derivations, of such Confidential Information in written or other tangible form upon written request of the Disclosing Party or once use of such information to the limited extent permitted hereunder is complete or upon termination of this Agreement. Any such Confidential Information that is not returned or destroyed, including, without limitation, any such oral Confidential Information, shall remain subject to the confidentiality obligations set forth in this Agreement.

7. This Agreement shall remain in force and effect for a period of one (1) year from the date first set forth above, unless superseded by a formal agreement between the parties or terminated by either party in writing upon thirty (30) days' prior written notice. Notwithstanding the termination of this Agreement for any reason, the provisions relating to the confidentiality of the information shall survive termination of this Agreement for a period of three (3) years.

8. The Receiving Party understands, acknowledges and agrees that (i) the Disclosing Party has not made any representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information; (ii) the disclosure of the Confidential Information does not constitute any representation, warranty, assurance or inducement by the Disclosing Party with respect to its infringement of any trademarks, patents, copyrights or any rights of any third party; (iii) the Confidential Information is being provided "as is"; and (iv) it shall not assert any right, title, or interest in or to the Confidential Information provided by Disclosing Party, sublicense, display, sell, market, exploit or modify the Confidential Information in any manner, or create any derivative works thereon without the express prior written consent of the Disclosing Party.

9. The parties acknowledge and agree that any unauthorized use or disclosure of the Confidential Information may be a violation of the Disclosing Party's trade secrets and may constitute unfair competition. The parties agree that an impending or existing violation of these confidentiality provisions or the non-solicitation herein would cause irreparable injury for which there is no adequate remedy at law, and agree that such party may be entitled to obtain immediate injunctive relief prohibiting such violation in addition to any other rights and remedies available to it.

10. This Agreement shall not be assignable by either party without the prior written consent of the other party and shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to choice of law doctrine. The parties hereby irrevocably and unconditionally consent to and submit to the jurisdiction of the appropriate courts situated in the County of New York, in the State of New York for any actions, suits or proceedings arising out of or relating to this Agreement. Each party waives all defenses of lack of personal jurisdiction and forum non-conveniens. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous undertakings or agreements, either written or oral, as to the subject matter hereof. This Agreement shall not be modified except by a written instrument signed by the parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

**B.D.S.R.**

**[COMPANY NAME]**

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

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

Name: Giovanni Barbieri

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

Title: Chief Designer/ General Manager

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

**Company Details:**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

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

URL: \_\_\_\_\_