

Mutual Confidentiality Agreement

This agreement is dated as of _____ and is between _____ on behalf of itself and its affiliates ("**Client Company name**"), and PRE-FER.BIO identified as Servizi e Tecnologie srl, located in Italy on behalf of itself and its affiliates ("**Company**"). Client and Company may be referred to as the "**Parties**", or individually as a "**Party**". The Parties intend to disclose certain Confidential Information (defined below) for purposes of (the "**Purpose**"): a potential business relationship between the Parties.

1. Confidential Information. In this agreement, "**Confidential Information**" means all information, materials, and products disclosed by one Party or its Representatives ("**Discloser**") to the other Party or its Representatives ("**Recipient**") in connection with the Purpose, before or after the Effective Date, whether oral, written, or visual, including, without limitation, processes, services, strategies, technical data and information, algorithms, source code, product specifications, pricing, products and related documentation, formulae, benchmarking or other functional evaluations of the products, future plans, product road maps, know-how, trade secrets, methods, techniques, descriptions, drawings, samples, demonstrations, production methods, manufacturing processes, research and development efforts, development tools, marketing information, sales, supplier, customer, employee information and financial data. Each Party retains all rights, title, and interest in and to its respective Confidential Information.

2. Disclosure and Use.

2.1. Recipient shall use Discloser's Confidential Information only for considering and performing the Purpose. Recipient shall maintain Confidential Information with at least the same degree of care it uses to protect its own Confidential Information, but no less than a reasonable degree of care.

2.2. Recipient shall not disclose, or allow disclosure of, Discloser's Confidential Information to any party other than Recipient's employees or authorized agents (together, "**Representatives**"), in each case who have a need to know for the Purpose. Recipient (a) shall ensure that its Representatives are bound by confidentiality and non-use obligations at least as restrictive as those in this agreement and (b) is liable for the acts and omissions of its Representatives.

2.3. Company shall not (nor direct a third party to) attempt to analyze, reverse engineer, deconstruct or otherwise undertake to ascertain the makeup, composition, ingredients or other aspects of the Confidential Information. Company shall not seek any intellectual property protection in or to any Client Confidential Information. This **Section 2.3** shall survive termination or cancellation of this agreement.

2.4. Sections 2.1 and 2.2 shall not apply to the extent Confidential Information (i) was previously known to Recipient free of any obligation to keep it confidential at the time it was communicated by Discloser, (ii) is or becomes generally known to the public, provided this is not the result of any acts attributable to Recipient, (iii) is rightfully received by Recipient from a third party free of any obligation of confidentiality, or (iv) is independently developed by Recipient without reference to or use of the Discloser's Confidential Information, as demonstrated to the reasonable satisfaction of the Discloser. Recipient may disclose Confidential Information pursuant to any judicial, arbitral or governmental requirement or order, *provided that* (a) Recipient takes reasonable steps to give Discloser sufficient notice to seek a protective order or contest such requirement, and (b) Recipient discloses only the portion of Confidential Information necessary to comply with the legally required disclosure.

3. Term and Termination. This agreement starts on the Effective Date and remains in effect for 2 years. It will automatically renew for successive 1 year period unless a Party provides at least 90 days prior written notice. Notwithstanding the termination or expiration of this agreement, the restrictions on disclosure and use of Confidential Information in **Section 2** shall remain in full force and effect (i) for 5 years after the date of termination for Confidential Information, and (ii) indefinitely for Confidential Information

conspicuously marked as a "trade secret". Upon termination, each Party will promptly return to the other party all Confidential Information of the other party in its possession or control, provided that Recipient may retain one copy of Confidential Information subject to the terms of, and solely for the purposes of demonstrating its compliance with, this Agreement.

4. Applicable Law. This agreement is governed by Italian law without reference to its conflict of laws principles, and the Parties irrevocably consent to the venue and jurisdiction of the state and federal courts in Napoli, Italy for the purposes of this agreement.

5. General. (a) THE CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, FITNESS FOR PURPOSE OR NON-INFRINGEMENT. (b) Confidential Information furnished under this agreement is unique and of extraordinary value and of such character that any unauthorized use or disclosure thereof by Recipient will cause irreparable injury to Discloser for which Discloser will have no adequate remedy at law. Discloser has the right, in addition to all other remedies at law or in equity, to have the provisions of this agreement specifically enforced by any court having jurisdiction and to seek a temporary or permanent injunction or order prohibiting Recipient, and its agents, officers, directors, and employees, from any unauthorized use or disclosure of Confidential Information. In any such proceeding, Recipient's or any other defendant's ability to answer in damages shall not be a bar or be interposed as a defense to the granting of relief and Discloser shall not be required to post a bond or other undertaking in such a proceeding. (c) Recipient acknowledges that Discloser and Discloser's products and/or technology might be subject to the export control laws and regulations of the United States, and Recipient agrees to abide by those laws and regulations. This clause shall survive termination or cancellation of this agreement. (d) If any provision of this agreement is held invalid or unenforceable by a competent court, it is the Parties' intent that the remaining provisions shall be in full force and effect. (e) This agreement: (1) does not create any agency, partnership, joint venture or alliance relationship; (2) contains the entire agreement of and supersedes any and all prior arrangements and other agreements between the Parties with respect to its subject matter; (3) may only be amended in a writing signed by both Parties; (4) may be executed in two or more parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; (5) shall be binding upon and inure to the benefit of the Parties and their respective executors, administrators, successors and assigns; and (6) may not, nor shall any rights or obligations, be assigned or transferred any third party without the prior written approval of the other Party, and any such assignment or transfer is hereby void.

Agreed to as of the Effective Date by:

Client Company name.

Signature: _____

Name: _____

Title: _____

Pre-Fer.bio

Signature: _____

Name: _____

Title: _____