



Material Transfer Agreement

PROTILLA

These terms and conditions (the “Agreement”) shall manage your request to:

CEREAL DOCKS S.P.A., a company incorporated under the laws of Italy, with registered office at via dell’Innovazione 1 – 36043 Camisano Vicentino (VI), Italy corporate capital of Euro 10.000.000 registration number with the companies register of Vicenza, Italian tax code and VAT number 02218040240 (the “Company”), and /or its Affiliates

to receive a sample of **Protilla’s ingredients** as further described in the functional datasheet(s) provided for download (the “Sample”) for the purpose of evaluating technical properties and applications of the product and/or business relationship between the Parties (the “Purpose”).

Please read these conditions carefully: by proceedings with your request of the Sample using this website www.protillapro.com (the “Website”), you (the “User”) expressly declare you’ve read, understood and agreed to accept all these terms and conditions written in here. You must not use this website if you disagree with any of these terms and conditions: if you have any question please don’t hesitate to contact us to team@protillapro.com

The User declares to use this website with its own personal identifying data and e-mail indicating those, as well as any other data, in correct and truthful way.

The Company and the User are each a “Party”, and collectively the “Parties” of the Agreement.

The Company agrees to transfer the Sample to User, upon the terms and conditions set forth herein:

1. Subject to User’s compliance with the terms and conditions of this Agreement, the Company hereby grants to User a limited, non-exclusive, non-transferable and non-sublicensable license to use the Sample solely for the Purpose for a period of 180 days (the “**Evaluation Period**”). The transfer of the Sample by the Company to User shall not constitute a sale of the Sample.
2. The User hereby agrees and undertakes that the User shall (i) protect and keep the Sample and any documentation provided therewith (“**Documentation**”) in strict confidence, employing no lesser security measures and degree of care than those which the User applies to its own confidential or proprietary information of similar nature or sensitivity, and in any event not less than reasonable standard of care; (ii) use the Sample and Documentation solely and exclusively for the Purpose, and shall not, sell, transfer, exploit or make use, directly or indirectly, of the Sample without the express written consent of the Company; (iii) not analyze (except for standard practice analysis), reverse engineer the Sample (or any part thereof), and shall not copy or otherwise reproduce or duplicate such Sample, in whole or in part; (iv) shall not disclose or permit the Sample and Documentation (in whole or in part) to be disclosed to any third party without the Company’s prior written consent except as expressly permitted by this Agreement; (v) use the Sample with care and appropriate caution in any work, in compliance with all applicable laws, rules, regulations and best practices; (vi) not use the Sample, in whole or in part, or any derivative work based upon the Sample (or any part thereof), in research or testing involving human subjects nor for human or animal consumption; (vii) not destinate the Sample, in whole or in part, or any derivative work based upon the Sample (or any part thereof) for commercial use or distribution.

3. The User may disclose the Sample and Documentation to its employees and consultants (“**Representatives**”) as are strictly necessary for the Purpose. The User shall inform them of the confidential nature of the Sample and Documentation and of the provisions of this Agreement and shall be liable for any breach of the terms of this Agreement by any of the Representatives as if such breach was a breach of the Agreement by the User.
4. This Agreement shall be not construed as granting or conferring upon the User any intellectual or industrial property rights, including but not limited to any licenses and/or rights to use the Sample and Documentation, except as set forth herein. The ownership of the Sample and Documentation is and shall remain with the Company. User shall not claim any intellectual property rights over any of the Sample and Documentation, shall not do or permit any action that could result in any loss of the Company’s rights in and to any of the foregoing and shall not claim any intellectual property or other rights that could limit the use or exploitation of any of the foregoing in any jurisdiction.
5. The Sample is provided “*as is*” and to the maximum extent permitted by applicable law the Company makes hereby disclaims and excludes any and all representations, warranties, conditions or other terms, whether written or oral, expressed or implied with respect to the Sample and Documentation, including any representation or warranty of regarding the quality, performance, accuracy, completeness, fitness or merchantability of the Sample for a particular use or purpose or against any infringement. To the fullest extent permitted by applicable law, in no event shall the Company be liable to the User (i) for damages of any kind, including, but not limited to any direct, indirect, special, exemplary, punitive, incidental or consequential damages in connection from the use by the User of the Sample or for any patent infringement that may result from the User’s use of the Sample, nor (ii) for breach of contract, negligence or otherwise, with regard to the transfer of the Sample.
6. Within ten days of the expiration or termination of the Evaluation Period or upon the Company’s first request, User will return or destroy, at User’s discretion and cost, any unused portion of the Sample and any derivatives and product of the Sample, and will provide the Company with written self-declaration signed by the User confirming such delivery (or destruction, as applicable).
7. Nothing in this Agreement shall be construed as compelling either Party hereto to enter into any additional contractual relationship with the other party, nor as creating a partnership, joint venture or agency relationship between the Parties or, except as otherwise expressly provided in this Agreement, as granting either Party the authority to bind or contract any obligation in the name of or on the account of the other Party or to make any statements, representations, warranties or commitments on behalf of the other Party. Either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Purpose or otherwise.
8. A Party’s failure to enforce, at any time or for any period of time, any provision of this Agreement, or to exercise any right or remedy shall not constitute a waiver of that provision, right or remedy or prevent such Party from enforcing any or all provisions of this Agreement and exercising any rights or remedies. To be effective any waiver must be in writing. All rights and remedies are cumulative and do not exclude any other right or remedy provided by law or otherwise available except as expressly set forth herein.
9. This Agreement may not be assigned by the User without the prior written consent of the Company.
10. This Agreement shall constitute the full and exclusive agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements and understandings, whether in writing or oral, relating thereto. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.
11. The Company reserve the right to make changes to any provision of this Agreement at any time on the Website.
12. This Agreement shall be exclusively construed under, governed and interpreted in accordance with the laws of Italy without reference to principles and laws relating to the conflict of laws. Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted exclusively to the competent courts in Venice, Italy.