



Confidentiality Agreement

PROTILLA

These terms and conditions (the "AGREEMENT") shall manage the disclosure of Confidential Information, as defined below, from

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" or "CEREAL DOCKS"), and /or its Affiliates

to YOU (the "USER"), following your requests and your experience through and using this website www.protillapro.com (the "WEBSITE"), including but not limited to the functional datasheet(s) provided for download as well as any further technical, non technical document or even physical sample you might receive from CEREAL DOCKS S.P.A., 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 requests and your experience through and using this Website expressly YOU 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 disclose certain confidential technical and/or non-technical information to USER for the PURPOSE, upon the terms and conditions set forth herein:

1. Recitals

The Recitals form part of this AGREEMENT.

2. Definitions

"CONFIDENTIAL INFORMATION" shall mean all information or data relating to the other PARTY 's business disclosed before or after the date of this AGREEMENT, in any form (including, without limitation, whether in writing, orally, in a visual or an electronic form, in a magnetic, digital form or on disk or other media) to one PARTY (or its directors, officers, employees, agents or professional advisers) - the receiving PARTY - , by the other PARTY - the disclosing PARTY - , or by a third party on behalf of the other PARTY, whether directly or indirectly in connection with the PURPOSE. It shall include but not be limited to any information and data concerning the other PARTY 's operations, processes, plans, intentions, product information, manufacturing, know-how and any other intellectual property, design rights, inventions (whether patented, patentable or not) trade secrets, software, network configuration, IT systems, market opportunities, customers and business affairs, pricing, and all documents, materials and other information which contain or reflect or are generated from the CONFIDENTIAL INFORMATION, but shall exclude any part of such disclosed information or data which:

- a) is in or comes into the public domain in any way without breach of this AGREEMENT by the receiving PARTY (provided that CONFIDENTIAL INFORMATION is not deemed to be in the public domain by reason only that it is known to only a few of the persons to whom it may be of commercial interest); or
- b) the receiving PARTY can demonstrate, by its written documentation or other records, was previously in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing PARTY and was not previously acquired by the receiving PARTY from the disclosing PARTY under an obligation of confidence; or
- c) the receiving PARTY obtains or has available from a source other than the disclosing PARTY without breach by the receiving PARTY, or such source, of any obligation of confidentiality or non-use towards the disclosing PARTY.

3. Handling of Confidential Information

In consideration of the delivery and/or exchange and/or disclosure of CONFIDENTIAL INFORMATION, the USER undertakes in relation to the CEREAL DOCKS's CONFIDENTIAL INFORMATION:

- a) to keep all the CONFIDENTIAL INFORMATION secret;
- b) to use the CONFIDENTIAL INFORMATION only for the PURPOSE; in particular not to replicate, not to modify, not to destroy, not to copy the CONFIDENTIAL INFORMATION if not necessary for the PURPOSE;
- c) to maintain the same in confidence and to use it only for the PURPOSE and for no other purpose and in particular, but without prejudice to the generality of the foregoing, not to make any commercial use thereof or use the same for the benefit of itself or any third party other than pursuant to a further agreement with the other PARTY;
- d) not to disclose any part thereof to another person;
- e) to notify the disclosing PARTY immediately of any breach or potential breach of the previous obligations imposed by this AGREEMENT (including any written undertaking with a third party), and enforce

such obligations at its expense and at the request of the disclosing PARTY in so far as breach of such obligations relates to the disclosing PARTY 's CONFIDENTIAL INFORMATION;

f) to keep all the CONFIDENTIAL INFORMATION separate from all other documents and materials (and to the extent any CONFIDENTIAL INFORMATION is stored or held electronically, ensure that adequate security systems are in place to prevent unauthorized access), and at the receiving PARTY 's usual places of business;

g) to only disclose the CONFIDENTIAL INFORMATION to its employees, directors or advisers as are strictly necessary for the PURPOSE and to be responsible for the performance of sub-clauses above on the part of its employees, directors or advisers to whom the CONFIDENTIAL INFORMATION is disclosed;

h) without prejudice to the foregoing, to apply the other PARTY 's CONFIDENTIAL INFORMATION no lesser security measures and degree of care than those which the receiving PARTY applies to its own confidential or proprietary information.

With reference to the disclosure of CONFIDENTIAL INFORMATION:

i. no proprietary rights are conferred to the receiving PARTY and is only for the PURPOSE of this AGREEMENT;

ii. no license is hereby granted directly or indirectly by either PARTY to the other PARTY under any patent, trade mark, copyright or other intellectual property right now held by, or which may be obtained by, or which is or may be licensable by it.

iii. neither PARTY will be under any obligation to enter into any proposed transaction or other agreement with the other PARTY;

iv. the receiving PARTY shall not reverse engineer or perform any test other than such tests as may be necessary for the PURPOSE, or as may otherwise be expressly agreed in writing by the disclosing PARTY.

4. Disclosure by law

Each PARTY may disclose the other PARTY's CONFIDENTIAL INFORMATION to the extent required by an order of any court of competent jurisdiction or any competent judicial, governmental, regulatory or supervisory body or by the rules of any listing authority or stock exchange or by the laws or regulations of any country with jurisdiction over the affairs of the PARTIES. In such cases, the recipient PARTY shall (to the extent permitted by law, regulation, order or rule and reasonably practicable) inform the discloser PARTY of the full circumstances and the information required to be disclosed and consult with the discloser PARTY as to possible steps to avoid or limit disclosure.

5. Return of Confidential Documents

The PARTIES shall on first written request of the other PARTY immediately, but not later than five days after issuance of the first written request, return or destroy any and all documents or electronic storage mediums containing CONFIDENTIAL INFORMATION and shall not reserve any duplicates of the documents and/or storage mediums handed out previously by the other PARTY.



6. Term, Effect of Termination

This AGREEMENT comes into force upon signing hereof by both PARTIES and shall terminate when CONFIDENTIAL INFORMATION comes into the public domain in any way without breach of this AGREEMENT.

The obligation to maintain confidentiality according to this AGREEMENT shall remain in effect even after the termination of this AGREEMENT.

7. General

Changes of or amendments to this AGREEMENT shall require written form. This shall also apply for the waiver of the requirement to have written form.

This AGREEMENT sets forth the entire agreement and understanding between the PARTIES hereto as to exchange of CONFIDENTIAL INFORMATION and supersedes all prior discussion, commitments, agreements and understandings of any nature between the PARTIES hereto relating to the exchange OF CONFIDENTIAL INFORMATION.

If any provision of this AGREEMENT shall be or will become null and void, all other provisions of this AGREEMENT shall remain unaffected. The void provision shall be replaced by another provision which comes from its economic purpose very close to the void provision.

8. Applicable Law, Arbitration, Interpretation

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.