



## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-disclosure and Confidentiality Agreement ("Agreement") is made and effective as of \_\_\_\_\_ (the "Effective Date") by and between CoreView S.r.l., an Italian company, with its registered office at Via Agostino Bertani 6, 20154, Milan, Italy, together with its Affiliates (collectively, "CoreView") and the company identified in the signature page below ("Company"). This Agreement is intended to provide appropriate protection when one party ("**Owner**") discloses Confidential Information to the other party ("**Recipient**").

### 1. **Definitions.**

- a. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.
- b. "**Confidential Information**" means non-public business or technical information or Trade Secrets of the Owner that is, or should reasonably be understood by the Recipient to be, confidential or proprietary to the Owner including without limitation: contract documents; computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information, security information, business plans, policies, customer lists, personnel information, object code, source code, and other data designated as confidential, which is provided in connection with the Purpose. Confidential Information shall not include any information which (a) was publicly known or generally available to the public prior to disclosure by the Owner; (b) was or becomes publicly known or made generally available to the public after disclosure by Owner through no fault or breach of the Recipient; (c) was or is in Recipient's possession without obligation of confidentiality prior to receipt of Confidential Information from Owner; or (d) was independently developed by the Recipient without the use of any Confidential Information belonging to Owner.
- c. "**Legal Process**" means applicable law, rule, regulation or lawful order or ruling of any court, government agency or regulatory commission.
- d. "**Purpose**" means CoreView and Company's potential engagement or engagement of the other for the provision of services.
- e. "**Representatives**" means the employees, partners, members, managers, directors, officers, advisors or Affiliates of a party.
- f. "**Trade Secret**" has the meaning ascribed to that term in the Uniform Trade Secrets Act.

2. **Recipient's Obligations.** Recipient agrees (a) to use the same degree of care and discretion to avoid disclosure of Confidential Information as it uses with its own Confidential Information, but no less than a reasonable degree of care; (b) to use the Confidential Information only for the Purpose; and (c) to only disclose Confidential Information to its Representatives who have a need to use the Confidential Information for the Purpose and who are bound to confidentiality provisions no less restrictive than those set forth herein or who are otherwise directed to act in accordance with the terms of this Agreement. Disclosure by Recipient to any third party other than Representatives requires Owner's prior written consent. Any breach of this Agreement by Recipient's Representative(s) shall be deemed to be breach by the Recipient. Recipient shall promptly notify the Owner upon discovery of any unauthorized use of the Confidential Information and will cooperate with Owner to regain possession of the Confidential Information and to remedy any further violations of this Agreement. In the event that the Recipient is required by Legal Process to disclose any Confidential Information, the Recipient agrees, to the extent allowable by law, to provide the Owner with prompt notice of such requirement, and reasonably assist the Owner, at the Owner's expense, in obtaining a protective or similar order. If such order is not obtained, the Recipient agrees to disclose only that portion of the Confidential Information which it is legally required to disclose. Notwithstanding the foregoing, Recipient and its Representatives may disclose Confidential Information to a governmental or regulatory authority in connection with a routine audit or examination by, or a blanket document request from, such authority not specifically targeted at CoreView, the Company, their respective Affiliates or the Confidential Information, in which case prior notice to Owner shall not be required. The Recipient shall, upon termination of this Agreement or upon written request of the Owner, at the Owner's sole election: (i) return to the Owner all Confidential Information, including all copies thereof; or (ii) destroy all Confidential Information and, upon request, provide the Owner with written certification thereof. Notwithstanding anything contained herein, the Recipient is entitled to retain Confidential Information if Recipient reasonably determines that such retention is required by applicable law, regulation, legal process, professional duty, or document retention policy, including but not limited to any information ordinarily retained via archive or backup process.

3. **Term.** This Agreement shall be effective upon the Effective Date and continue through the last date any Confidential Information is disclosed hereunder. Each party's obligations of confidentiality hereunder will continue for a period of five (5) years following termination of this Agreement and all Trade Secrets disclosed hereunder shall be safeguarded by the Recipient for so long as such information remains a Trade Secret. Either party may terminate this Agreement by providing written notice to the other stating the date of such termination.

4. **No Engagement; No License; Intellectual Property.** CoreView and Company acknowledge and agree that nothing herein shall be deemed to require CoreView or Company to engage the other. Nothing in this Agreement grants or confers any rights by license or otherwise, express or implied, to any Trade Secret, copyright, invention, discovery or to any patent or other intellectual property right, by either party to the other nor does this Agreement grant Recipient any rights in or to the Confidential Information, except for the limited

right to use the Confidential Information solely for the Purpose. All Confidential Information disclosed to the Recipient shall remain the sole and exclusive property of the Owner absent separate, written agreement or transfer.

5. **Representations and Warranties.** Each party represents and warrants to the other that it has complete right and authority to enter into this Agreement. All Confidential Information is provided “as is” and neither party makes any warranties, express, implied, or otherwise, regarding the accuracy, completeness, or utility of Confidential Information.
6. **Governing Law, Disputes and Equitable Relief.** This Agreement will be governed by the laws of Italy without regard to conflicts of law principles. Notwithstanding anything herein, Recipient agrees that in the event of any breach or threatened breach by Recipient, Owner may seek, in addition to any other legal remedies, such equitable or injunctive relief in any court of competent jurisdiction, no matter where located.
7. **Final Agreement; No Assignment.** This Agreement supersedes all prior understandings or agreements with respect to the subject matter hereof by and between CoreView and Company. This Agreement may be modified only by a further writing that is duly executed by both parties. Neither party may assign this Agreement, any of the Confidential Information, or any interest herein, except to an Affiliate, without the express prior written consent of the other party. In the event of such allowable assignment, this Agreement will inure to the benefit of and be binding on the parties’ successors and assigns.
8. **Severability.** Notwithstanding anything contained herein, if any term of this Agreement is determined to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had been reduced to an appropriate provision, or if such term may not otherwise be limited, such term shall be deemed to have never been included.
9. **Headings, Construction, Counterparts, Waiver.** Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. Each party agrees that this Agreement shall not be construed against either as the drafter. This Agreement may be executed in counterparts, including via facsimile or other electronic means, which together will be deemed to be one original. Failure to enforce any term of this Agreement will not constitute a waiver of any term of this Agreement.
10. **Notices.** Any notice required by this Agreement, shall be in writing and shall be deemed received upon the date of delivery and may be sent by personal delivery; certified mail, postage prepaid; recognized national or international carrier or overnight delivery service, with return receipt or other delivery confirmation, and in each case to the address of the party set forth herein. Either party may change its address by making notice in accordance with this Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COREVIEW S.R.L.

Company: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Company Type: \_\_\_\_\_  
(e.g. Delaware limited liability company or body politic)

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

\_\_\_\_\_

Attn: \_\_\_\_\_