



NON-DISCLOSURE AGREEMENT

Preamble

- a) The CONFIDENTIAL INFORMATION constitute a technical and commercial asset of significant economic value for MICROTEX COMPOSITES S.R.L. (hereinafter known as the "OWNING Party"), which has put in place all means to keep it secret;
- b) the RECEIVING Party needs to receive said CONFIDENTIAL INFORMATION in order to carry out technical and commercial evaluations;
- c) said CONFIDENTIAL INFORMATION is disclosed to the RECEIVING Party for the sole purpose of enabling it to carry out such evaluations;
- d) with this Non-Disclosure Agreement (hereinafter known as the "Agreement"), the parties intend to regulate the treatment of the CONFIDENTIAL INFORMATION that will be disclosed;
- e) the preamble is an integral part of this Agreement.

Having stated that, the parties hereby agree as follows:

Art. 1

CONFIDENTIAL INFORMATION is such information, technical sheets, news, data, evaluations, proposals, offers, projects and anything else that the RECEIVING Party obtain in written, graphic, electronic or otherwise tangible form, through access to the website of Microtex Composites S.r.l., after having registered, and that is clearly marked as such.

Art. 2

The RECEIVING Party, as the recipient of the CONFIDENTIAL INFORMATION, agrees:

- a) not to use the mentioned INFORMATION for any purpose other than those foreseen by the Agreement;
- b) not to reproduce, copy and/or duplicate in any way the CONFIDENTIAL INFORMATION or part of it without the prior consent of the OWNING Party;
- c) not to disclose, transfer and/or communicate, totally or in part, to third parties the CONFIDENTIAL INFORMATION, exception made for the own employees and/or consultants, to the extent that is strictly necessary for the purposes of this Agreement;
- d) to keep the CONFIDENTIAL INFORMATION secret, taking all necessary and appropriate measures to ensure the protection and the confidentiality of such information and to prevent any kind of theft, manipulation, destruction, unauthorised access or use, acting at least with the same diligence it would exercise to protect and safeguard its own information considered as confidential and in any case in compliance with the current legislation on data protection.

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Quality system certified
By TUV Italia S.r.l.
ISO 9001:2015
cert. nr. 50 100 12429



Quality system certified
By TUV Italia S.r.l.
IATF 16949:16
cert. nr. 0365935



Art. 3

Before disclosing CONFIDENTIAL INFORMATION to its own employees and / or consultants, the RECEIVING Party agrees to inform them about the confidentiality of such information, taking on responsibility for any violation of the above-mentioned contractual obligations.

Art. 4

All CONFIDENTIAL INFORMATION provided to the RECEIVING Party shall remain property of the OWNING Party and can only be used for the time limited to the above-mentioned purpose.

Art. 5

In no case the CONFIDENTIAL INFORMATION or even only a part of it, which the RECEIVING Party obtain, shall be considered to have been granted permanently.

Art. 6

None of the provisions foreseen in this Agreement can be interpreted as an obligation for the parties to come to further agreements. If, following the positive evaluation of the information by the RECEIVING Party, the parties decide to build further business relationships, they will negotiate separate and appropriate negotiation agreements to that end.

Art. 7

This Agreement is drawn up and governed by Italian law, to which the parties fully and explicitly refer for anything not explicitly covered by provisions in the Agreement. The Court of Prato shall have exclusive jurisdiction for all disputes arising from or related to this Agreement.