### BILATERAL CONFIDENTIALITY AGREEMENT

This Agreement is entered into this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between:

Consorzio Futuro in Ricerca with legal office in Via Saragat, 1 - 44122 Ferrara – Italy ; Fiscal Code and VAT No. 01268750385 here referred to for the sake of brevity (“Consorzio”), headed by its President Prof. Donato Vincenzi

**AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_** a company duly organized and existing under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with registered office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter each of them referred to as a “**Party**” and collectively referred to as the “**Parties**”).

**WHEREAS**

1. the Parties intend to discuss potential business arrangements between each otherrelating to applications and implementation of grants and R&D projects originated (hereafter referred as the “**Transaction**”);
2. In connection with the Transaction, certain confidential information (as defined below) has been furnished or may be furnished by one Party (hereafter the “**Disclosing Party**”) to the other Party (hereafter the “**Receiving Party**”) and their respective affiliates, subsidiaries, directors, officers, employees and consultants (each such person acting in such capacity a “**Representative**” and collectively the “**Representatives**”);
3. the Parties wish to set forth the terms and conditions governing the provision of such confidential information and document exchange in relation to the Transaction as defined below.

In this confidentiality agreement (hereafter referred as the “**Agreement**”) the term “**Information**” shall mean: 1) all information the Disclosing Party provided, or direct to be provided, to the Receiving Party - or its Representatives - related to the company its affiliates and the Transaction (including discovery, invention, patented or patentable, know-how and, in general, any news having a technical, economical, commercial or administrative nature, so as any drawing, document, magnetic equipment, software program, photo material, sample of material or any other material) and 2) all notes, analyses, studies, forecasts, compilations, summaries, interpretations and other documents or reports prepared by the Receiving Party or its Representatives that contain, reflect or are based upon information furnished to them under this Agreement.

The Information can be provided in any form, including without limitation, oral communications, documents, and computer files.

This Agreement shall apply to the Information provided, in connection to the Transaction, before and after the date of this Agreement.

For the purposes of this Agreement Affiliates mean any company controlled, controlling or under common control with one Party.

In consideration of the furnishing with the Information, the Receiving Party agrees that:

# The Information will be kept strictly confidential and shall not, except as required by law or regulation and except as provided in this paragraph and in paragraph 7 below, without the prior written consent of the Disclosing Party, be disclosed, sold, traded, published or otherwise made available to anyone other than the Receiving Party’s Representatives, either directly or indirectly, by it or the Representatives in any manner whatsoever (including by means of photocopy or reproduction in whatever form), in whole or in part, and shall not be used by the Receiving Party or its Representatives for any purpose whatsoever other than for the purpose of their activity in relation to the Transaction. The Receiving Party shall take all necessary and appropriate measures to ensure the protection and secrecy of the Information and to prevent any theft, manipulation, distraction, unauthorized access or use of the Information.

# Moreover, the Receiving Party agrees to reveal the Information only to those of its Representatives who need to know the Information for the purpose of the activity in the Transaction, who (before disclosure of the Information to them) are informed by the Receiving Party of the confidential nature of the Information The Receiving Party represents that its Representatives are formally apprised of their obligations concerning the confidentiality of all client affairs and information and the Receiving Party agrees that it shall be responsible to the Disclosing Party for any breach of this Agreement by any of its Representatives.

# Without the prior written consent of the Disclosing Party, except as provided for in paragraphs 1, 2 and 7, the Receiving Party and its Representatives will not, directly or indirectly, disclose to any person or entity the Information, that the Information has been made available, that discussions or negotiations are taking place or have taken place concerning the Transaction or any of the terms, conditions or other facts with respect to the Transaction, including the status thereof, nor will the Receiving Party make any announcement of any of the matters referred to above or of its possible involvement in the Transaction.

# All copies of the Information and all documents containing the Information shall, at Receiving Party’s sole expense, be destroyed or returned to the Disclosing Party immediately upon Disclosing Party’s request and no copy thereof will be retained by the Receiving Party other than for the purposes of maintaining regulatory records as required by mandatory laws (in such event the copy of the Information shall be retained under the control of the legal department). Any Information held in computer, word processing or other such systems shall only be destroyed to the extent reasonably practicable.

# In any event, immediately upon Disclosing Party’s request as indicated in this paragraph, the Receiving Party shall cease any use of the Information, without prejudice to the undertakings contained in this Agreement, which shall continue in full force and effect.

# The term Information shall not include such portions of the Information which the Receiving Party can show in writing (i) is generally available to the public other than as a result of an impermissible disclosure or other default by the Receiving Party or its Representatives or (ii) is or become available to the Receiving Party from a source other than Disclosing Party which is not known by the Receiving Party to be prohibited from disclosing such information by any legal, contractual or fiduciary obligation or (iii) is legitimately already in the Receiving Party possession and it does not have any other legal, contractual or fiduciary confidentiality obligations with respect to such Information.

#  In the event that the Receiving Party becomes legally compelled (pursuant to any law or regulation or the requirements of any stock exchange or other regulatory organization with whose rules we are required to comply) to disclose (i) any part of the Information, (ii) that the Information has been made available, (iii) that discussions or negotiations are taking place or have taken place concerning the Transaction, or (iv) any of the terms, conditions or other facts with respect to the Transaction, including the status thereof, then the Receiving Party shall, except as prohibited by law, promptly (and, in any event, before complying with any such requirements) notify the Disclosing Party in writing of the same and of the action which is proposed to be taken in response.

# In such event the Receiving Party shall take full account of any reasonable recommendations made by the Disclosing Party concerning resistance to the requirement or the form, manner or extent of disclosure, and co-operate with the Disclosing Party in any attempt that the Disclosing Party may make to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the Information.

# In any of such cases, the Receiving Party will use all reasonable efforts to ensure that, to the extent possible in the circumstances, confidential treatment will be accorded to the Information.

# Neither of the Parties make any express or implied representation or warranty as to the accuracy, reliability or completeness of the Information expressly disclaiming any and all liability that may be based on the Information, including any errors therein or omissions. The Receiving Party undertakes that it is not entitled to rely on the accuracy or completeness of the Information and that it will be entitled to rely solely on such representations and warranties as may be included in any definitive agreement with respect to the Transaction, subject to such limitations and restrictions as may be contained therein.

# For the avoidance of doubt, nothing in this Agreement shall be interpreted as the grant by the Disclosing Party to the Receiving Party of any right or license of any intellectual or industrial property on the Confidential Information or other information disclosed.

#  Parties undertake and agree that no contract or agreement providing for the Transaction involving the Parties or their affiliates, shall be deemed to exist between the Parties unless and until a definitive agreement in writing setting out the terms and conditions of the Transaction has been executed between the Parties. Each Party expressly reserves the right, without giving any reason and without prior notice, to terminate at any time the discussions contemplated herein.

# The Receiving Party shall indemnify and hold harmless the Disclosing Party and its directors, officers, employees, or any person acting on behalf of any of the foregoing, from any damage, loss, liability or cost arising out of or resulting from any unauthorized use or disclosure by it or any of its Representatives of the Information, or from any breach by the Receiving Party or any of its Representatives of the provisions of this Agreement (including, without limitation, the legal fees and costs of enforcement of this indemnity). Nothing contained herein shall be construed as prohibiting an indemnified person from pursuing any other remedies available to it or them.

# Each Party agrees that no failure or delay by the other Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

# Neither Party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party. Any purported assignment in violation of this Agreement will be void and deemed a breach of this Agreement.

# This Agreement shall be governed by, and construed in accordance with, the laws of Italy. Parties irrevocably agree to submit to the exclusive jurisdiction of the Italian courts as to any disputes arising out of or in connection with this Agreement.

# This Agreement shall cease to apply five (3) years from the date hereof.

# Any costs or expenses incurred in connection with this Agreement and the evaluation of the Transaction shall be borne by the Party sustaining the same.

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| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |