

MUTUAL NON-DISCLOSURE AGREEMENT

Etere srl (hereinafter "Etere") and _____ (hereinafter "Participant") are entering into this agreement made effective as of the date set below (hereinafter "Agreement"). Either party may receive or disclose Confidential Information under this Agreement. Each of us agrees that the following terms will apply when one of us or its Affiliate ("Discloser") discloses Information to the other or its Affiliate ("Recipient") under this Agreement.

The parties agree as follows:

1. Definitions:

"Affiliates" means entities that control, are controlled by, or are under common control with a party to this Agreement.

"Confidential Information" means any information, technical data or know-how considered proprietary or confidential by Discloser; and is marked as "confidential" or "proprietary" at the time of disclosure; or, is unmarked (e.g. orally or visually disclosed) but treated as confidential at the time of disclosure.

"Confidentiality Period" means the period commencing on the date of disclosure of Confidential Information and expiring three (3) years thereafter, during which time Recipient's obligations pursuant to this Agreement shall remain in effect. The Confidentiality Period shall survive the Term of this Agreement.

"Term" means the period commencing on the Effective Date and expiring two (2) years thereafter, during which time either party may disclose Confidential Information.

2. Non-use and Non-disclosure:

Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning an actual or potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information for the above purpose and who are bound to retain the confidentiality under written agreements no less restrictive than the terms and conditions in this Agreement. Solely for purposes of this Agreement, consultants shall be treated in the same manner as employees of their respective company. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

3. Title And Return:

Neither party acquires any intellectual property rights under this Agreement except the limited rights granted in this Agreement. Discloser retains all rights to any Confidential Information disclosed pursuant to the terms of this Agreement. Recipient shall return or destroy, at Discloser's discretion, Confidential Information upon Discloser's written request.

4. Maintenance of Confidentiality:

Each party shall take at least those measures that it takes to protect its own confidential information of a similar nature, but in no case less than reasonable care, and shall ensure that its employees who have access to Confidential Information of the other party are bound by an obligation of confidentiality substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees.

5. Exclusions:

The Agreement imposes no obligation upon Recipient with respect to information that: was in Recipient's possession free of obligation of confidence before receipt from Discloser; is or becomes a matter of public knowledge through no fault of Recipient; is rightfully received by Recipient from a third party without a duty of confidentiality to Discloser; is disclosed by Discloser to a third party without a duty of confidentiality on the third party; is independently developed by Recipient without reference to any information of Discloser; is disclosed under operation of law; or is disclosed by Recipient with Discloser's prior written approval.

6. Warranty:

any information exchanged under this agreement is provided "AS IS." Discloser shall have no liability whatsoever arising from Recipient's use of the Confidential Information.



A consistent system

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7. Injunctive Relief:

The parties agree that breach of the provisions of this Agreement by the Recipient may cause irreparable damage to the Discloser for which money damages will be inadequate, and Discloser shall be entitled to seek timely injunctive relief to protect Discloser's rights under this Agreement among other legal remedies.

8. General:

Both parties shall adhere to all applicable laws, regulations and rules relating to the export of technical data, and shall not export or re-export any technical data without the written permission of Discloser. This Agreement does not create any agency or partnership relationship. All additions or modifications to this Agreement must be made in writing and must be signed by an authorized officer of each party. Neither party will assign or transfer any rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be construed in accordance with the internal laws of the Republic of Italy, without giving effect to principles of conflict of laws. This Agreement constitutes the entire agreement with respect to Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. Any failure to enforce any provision of this Agreement shall not constitute a waiver there of or of any other provision of this Agreement.

EFFECTIVE DATE _____

Etere

Contact: _____

Signature: _____

Printed Name: _____

Title: _____

Etere S.r.l., c.da Cisterna snc, 62029 Tolentino MC – Italy –

Participant

Organization/Company: _____

Signature: _____

Printed Name: _____

Title: _____

Participant Address:
