

MAKE IT PERFECT

**For the performance of your services for MIP S.r.l., you shall comply and accept the below
NON-DISCLOSURE AGREEMENT.**

This agreement is between MIP Srl, hereinafter referred to as the Disclosing Party, on the one side, and the Receiving Party (the entity or person performing services for MIP S.r.l.) on the other, both hereinafter jointly referred to as "Parties" and separately as "Party".

It is now therefore agreed between the parties:

1 – Subject of the Agreement "Confidential information" in this agreement means:

- (i) Any information or data of whatever kind or nature related in any way to the Disclosing Party which is non-public, confidential and/or proprietary in nature, including but not limited to Intellectual Property Rights and any, present or future, material of a creative, technical, operational, administrative, economic, planning, business or financial nature, in oral, written, printed or in any other form, in any data carrier, which is transmitted to the Receiving Party.
- (ii) Any information of a confidential nature relating to the internal workings and operations of the Disclosing Party and any other third parties involved in the receipt or delivery of products or services.
- (iii) Any information, which has an actual and/or potential commercial and other value because it is unknown to the third parties and to which there is no free access in law. The holder of the information is taking all possible measures to maintain the confidentiality of information.

Information is not considered Confidential Information if it can be proven that:

- is already in the public domain at the time it is disclosed;
- is already known to the Receiving Party at the time it is disclosed (such knowledge shall be proved by the said Party by means of documents having a date prior to the time of disclosure);
- become public knowledge, by a fact unrelated to any act or omission of the Receiving Party receiving the information in violation of this Agreement;
- are disclosed by a person who has the right to disclose it;
- are the subject of express authorization for disclosure provided by the Disclosing Party.

2 – Rights and Obligations of Parties

The Receiving Party undertakes and agrees:

- (i) That Confidential Information disclosed to, received by or obtained by the Disclosing Party shall be held in strict confidence and shall only be used by the Receiving Party as strictly necessary for the Permitted Purpose and shall not be used or exploited for any other purpose whatsoever.
- (ii) To not use the information, which was received as a result of this agreement, in order to unfairly compete with Disclosing Party.

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- (iii) To not make any copies of (or otherwise record) any Confidential Information and not to disclose to others (including without limitation its employees, agents, subcontractors and representatives) any or all of the Confidential Information communicated.
- (iv) To not publish any kind of content (photo, video, backstage, event, setup, comment, etc.) as result of the Partnership connected to the Disclosing Party or the Clients involved in the project without written permission to be negotiated each time.

2.1 - All of the "Confidential information" which is received by "Parties" as a result of a partnership in letters, e-mails, reports, recordings, photographs, pictures in oral, written, printed or in any other form, is the property of Disclosing Party and can be used only under the terms of this Agreement.

2.2 - The Receiving Party may disclose the Disclosing Party's Confidential Information where such compliance is required pursuant to an order of a judicial authority or by any other act of an administrative authority having the force of law. Prior to such compliance, the Receiving Party shall give written notice to the Disclosing Party where permitted by law. The Receiving Party shall then be authorized to execute it to the extent permitted by applicable law

2.3 - Confidential Information disclosed pursuant to this Agreement shall remain the sole property of the Disclosing Party.

2.4 – In case the Receiving Party is allowed to communicate Confidential Information to a third party (including employees, consultants, etc.) it shall be ensured that said third party signs a non-disclosure agreement with the same content as this agreement.

3 – Special Conditions

All modifications and additions to this Agreement are valid only in written form and if signed by both of "Parties". In case of disputes and differences under this Agreement "Parties" will take all the possible measures for settlement of dispute by way of negotiations.

In case of irresolvable disputes between "Parties" the court of Cremona in accordance with Italian Law shall finally settle the disagreement.

4 – Period of Validity

This agreement will be valid and binding from the first event between *i)* the signature of a contract between the Parties *ii)* the issuing of a purchase order from the Disclosing Party *iii)* the beginning of services' performance from the Receiving Party *iv)* the receipt of Confidential Information from the Disclosing Party.

This agreement shall then be valid and binding for the whole duration of the contractual/negotiating relationship between the Parties and shall terminate 10 years after termination of said contractual/negotiating relationship.

5 – Data Protection

All personal data processed hereunder are processed by both parties in compliance with applicable laws and regulations regarding data protection.

Full Name / Title Signature
