

MAKE IT PERFECT

TO

Name e Surname

Company

Company role

Residence Address

ID card Number

Date: _____

Nondisclosure Agreement on "Confidential Information"

This agreement between MIP SPA, hereinafter referred to as the Disclosing Party, represented by the General Manager and Partner Ferruccio Forcella, on the one part, and the Receiving Party, on the second part, 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.

MIP Spa
P.IVA – C. F. IT01591430192

Via Bagutta, 13
20121, Milano
Italia

www.makeitperfect.com
info@makeitperfect.it
PEC: mip@casellapec.com

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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.
- (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 Milano in accordance with Italian Law shall finally settle the disagreement.

4 – Period of Validity

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This agreement comes into force when signed by both "Parties" and is valid for ten years.

5 - Personal Data Protection

Each party declares that it is aware of and complies with the obligations concerning the protection of personal data and undertakes to process such data in accordance with the applicable legislation. The parties agree that the Supplier is authorized to process personal data in its capacity as an external data processor (GDPR – Art. 28), undertaking to:

- process the data in accordance with any instructions provided by MIP;
- inform MIP of any sub-processors, selected among entities providing adequate guarantees, to whom it may assign activities related in any capacity to the processing of personal data (general authorization granted by MIP);
- adopt appropriate security measures aimed at preventing data loss, unlawful or improper use, and unauthorized access;
- assist MIP in responding to requests from data subjects exercising their rights, or in the event of inspections or investigations;
- notify MIP of any events that may be considered a "personal data breach" (GDPR – Art. 33);
- allow any verification and/or audit activities by MIP or by third parties appointed by MIP.

6 – Signatures of the Parties

Disclosing Party:

MIP CEO – Ferruccio Forcella

Receiving Party

Full Name / Title Signature