

Osma Stampi SRL

Registered and Head Office:
36049 Sovizzo (VI)
Via del Progresso, 15

Production Facility:
36030 Costabissara (VI)
Via Galileo Galilei, 48

CONFIDENTIALLY AGREEMENT

With this Confidentiality Agreement, Osma binds the Supplier to the following:

Premises:

Within the scope of the commercial relations existing and that may exist between the parties, the Customer has provided and will provide the Supplier with a series of confidential technical-commercial information necessary for the Supplier to provide the design services, equipment, and/or industrial processes commissioned by the Customer.

For the purposes of this document, "Confidential Information" means any information of a conceptual, design, commercial, financial nature, or relating to industrial processes, prototypes, research and development activities, procedures and quality specifications, etc., whether patented or not, as well as documents, drawings, or samples made available by the Customer to the Supplier for the execution of its performance or of which the Supplier becomes aware in the context of the contractual relationship with the Customer.

Confidentiality obligations under this agreement do not apply to information that:

- is or becomes public domain through no breach of this Agreement by the Supplier;
- was already lawfully in the Supplier's possession at the time of disclosure by the Customer, without confidentiality obligations;
- has been lawfully obtained by the Supplier from a third party without confidentiality obligations;
- has been independently developed by the Supplier without using the Customer's Confidential Information.

The parties agree and stipulate as follows:

The Supplier undertakes to treat as strictly confidential and not reproduce, disclose, or communicate to third parties, in any form, in whole or in part, the confidential information acquired within the scope of the relationship with the Customer.

The Supplier undertakes not to use such confidential information for purposes other than fulfilling its obligations towards the Customer and, including for the purposes and effects of civil and criminal laws regarding competition and protection of trade secrets, undertakes not to use it for its own benefit in any way that could harm the Customer.

The Supplier undertakes to ensure that its employees, collaborators, and any other party engaged for the execution of its services to the Customer comply with the confidentiality obligations of this document; otherwise, the Supplier shall be considered fully responsible for any violation committed by such third party.

In case of violation of the confidentiality obligations, the Supplier shall compensate the Customer for direct and indirect damages. The Supplier shall comply with the confidentiality obligations during the contractual relationship with the Customer and afterwards, as long as the information maintains its confidential nature and has not been made public by the Customer.

If the Supplier becomes aware or suspects that Confidential Information may be improperly used by third parties, it shall immediately notify the Customer and provide full assistance to safeguard such confidentiality.

Upon termination of the contractual relationship or at any time upon written request from the Customer, the Supplier undertakes to promptly return all Confidential Information received, including copies, duplicates, notes, drawings, documentation, and any other material in any form and on any medium. The Supplier shall also provide written confirmation that all copies not returnable have been destroyed.

The entire relationship between the parties is governed by Italian law and subject to Italian jurisdiction. The exclusive competent court for any dispute arising from or connected to the relationship is Vicenza.

The parties declare that they are entering this agreement as entrepreneurs and that each clause has been specifically discussed and agreed upon. The invalidity of one or more clauses does not invalidate the remainder of the agreement.

The fact that the Customer does not exercise a right at any time shall not be interpreted as a waiver of such right in the future.