

CONFIDENTIALITY AGREEMENT

This confidentiality agreement (hereinafter "Confidentiality Agreement") is entered into between:

A) _____, and

B) _____ who has signed this Confidentiality Agreement in his capacity as researcher _____

(Hereinafter also, each individually, Party, and jointly, Parties).

1. Purpose. In order to _____, the Parties must exchange information of a confidential nature ("Confidential Information" as defined in Article 2 below) and would like to ensure that it remains confidential. Each Party may, as the project progresses, provide technical or commercial information to the other Party and they may want this information to be treated as confidential under the terms and conditions set out below, OR _____ may have previously signed a contract for the provision of professional work so that _____ supports _____ in drafting _____ (hereinafter referred to as the Project).

2. "Confidential Information". "Confidential Information" includes any information, and/or documentation, and/or material and/or instrument and/or research and development program provided by either Party, or furthermore acquired by one of the Parties, directly or indirectly, by any means (for example, paper copies or electronic form), clearly declared as "confidential", "proprietary", or similar phraseology that indicates the privileged and/or confidential nature of the information. The confidential nature of the information may also regard studies and analyses prepared by one Party, on the basis of Confidential Information provided by the other Party. All oral information must be treated as confidential, as must any information regarding any third party. Information that does not qualify as Confidential Information includes information that: (I) was in the public domain prior to the transfer of the same information from one Party to the other or information that has become publicly available without violating this Confidentiality Agreement; (II) has become available after being published by one Party to the other for reasons not attributable to the receiving Party; (III) was available to the receiving Party prior to the communication, as can be demonstrated by the date of communication on previous documents; (IV) is legitimately obtained by one of the Parties from a third party who has no obligation of confidentiality; (V) was developed independently by the receiving Party without use or reference to information from the communicating Party, as can be demonstrated by documents and other evidence in possession of the receiving Party; or (VI) was delivered by one Party to a Judicial or Administrative Authority in compliance with laws or regulations, or as required by the same Judicial or Administrative Authority, in which case the receiving Party shall promptly notify the communicating Party, in writing, prior to such disclosure or, if this is not possible, immediately following the disclosure of the information, as well as the method of disclosure in such a way as to limit its dissemination as much as possible.

3. Non-use and non-disclosure. Each Party agrees not to use the Confidential Information for purposes other than those allowed in paragraph 1 above, either directly and/or indirectly. Each Party agrees to not disclose Confidential Information to third parties or employees and/or different types of third party co-workers, except when these third parties or their employees and/or different types of third party co-workers are directly involved in the analysis of the project or as consultants to a Party. If it is mandatory that a third party be involved in carrying out any of the activities listed above in paragraph 1, the Party requesting this involvement must require these third parties to sign a confidentiality agreement with content that reflects the obligations of and is similar to this Confidentiality Agreement. Employees and/or co-workers of either Party

and/or employees and/or co-workers of audit companies responsible for auditing financial statements of either Party are not considered third parties. The receiving Party has the right to disclose Confidential Information to its consultants. If there is unlawful disclosure of Confidential Information by these consultants, or by members of the governing bodies of each of the Parties, the liability for damages will be the responsibility of the receiving Party.

4. Maintaining Confidentiality. Each Party will take reasonable measures to protect the confidentiality of and prevent the dissemination of Confidential Information received under the terms of this Confidentiality Agreement. When handling Confidential Information received from the other Party, each Party should use the same means they use for their own confidential documents and ensure that all persons who have access to the Confidential Information are bound to confidentiality. Each Party must assess, through normal standards of reason and diligence, which must be measured based on the nature and type of information processed and/or received, the methods used for the protection of the confidentiality of restricted and sensitive information. If this assessment reveals that the methods used for the protection of Confidential Information are inadequate for the nature and type of information received and processed, the Party will be required to take measures that, according to normal standards of reason and diligence, are sufficient to safeguard the confidentiality of the type of information received. Failure to do so will result in liability for all damages caused to the other Party, as a result of the disclosure of Confidential Information received by the other Party.

5. Limitations. Neither obligation nor commitment nor right, even of an additional pre-contractual nature, with respect to what is contained in this Confidentiality Agreement arises on either Party, as a result of signing this Confidentiality Agreement, with respect to agreements for the completion of the Project. Where each Party has the right to unilaterally terminate the analysis of the Project at their own discretion, the Parties continue to be required to respect the terms and conditions of this Confidentiality Agreement with respect to any Confidential Information acquired during execution of the tasks described in paragraph 1 above for a period equal to _____, effective from the date of signing of this Confidentiality Agreement. No additional obligation may arise from this Confidentiality Agreement for the Parties as a result of the termination of assignments related to the Project.

6. Invalidity. The declaration of nullity or invalidity of one or more provisions contained in this Confidentiality Agreement does not determine the invalidity or nullity of the Confidentiality Agreement as a whole or of the remaining provisions contained herein, which must be interpreted in such a way as to yield economic and substantial effects similar as much as possible to those arising from the original text of the Confidentiality Agreement.

7. Return of materials. All Confidential Information communicated by one Party to the other, in any material form, and all copies owned by the other Party, remain property of the communicating Party and must be returned or destroyed promptly upon written request from the communicating Party. Nevertheless, the obligation to preserve the confidentiality of the content as stated in the last part of paragraph 5 above remains binding.

8. Amendments. Any amendment to this Confidentiality Agreement must be made in writing and be approved by appropriate undersigning by both Parties.

9. Term. The duration of this Confidentiality Agreement is of _____ months from the date of its undersigning by both Parties.

10. Remedies. Each Party acknowledges that every violation of the provisions contained in this Confidentiality Agreement may cause irreparable damage to the other Party, reserving the right to claim monetary reparation, and any other legal remedy provided for from time to time by current regulation.

11. Privacy. The treatment of any personal and sensitive data included in this Confidentiality Agreement shall be in compliance with the Italian Legislative Decree no. 196 dated 30/06/2003, (the "Italian Code for the Protection of Personal Data") and its subsequent amendments.

12. Applicable Law and Jurisdiction. This Confidentiality Agreement has been written in compliance and must be interpreted in accordance with Italian law. The Judicial Court of Florence will preside over any dispute regarding this Confidentiality Agreement, including any disputes concerning its validity. This document constitutes the complete agreement between the Parties with respect to Confidential Information. The Parties acknowledge and agree to the terms and conditions contained in this Confidentiality Agreement, as evidenced by the signatures appearing below.

Florence, _____
