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BLUE SERIES S.R.L. UNIPERSONALE

Non-Disclosure Agreement (NDA)

Corporation / firm: _____

Headquarters: _____

Tax code/VAT number: _____

Telephone/fax: _____

Email: _____

Hereinafter "Disclosing Party"

AND
BLUE SERIES SRL

Hereinafter "Receiving Party"

Hereinafter jointly referred to as the "Parties".

WHEREAS

- a) The Receiving Party provides 3D printing services.
- b) The Disclosing Party intends to make use of such services offered by the Receiving Party.
- c) The Disclosing Party, solely for the purpose of enabling the performance of the services provided by the Receiving Party, needs to transmit and make available Confidential Information.
- d) The Parties, with this "Confidentiality Agreement", intend to ensure the non-disclosure of Confidential Information contained in the documentation/files for the creation of 3d printed products, which are to be considered confidential and therefore secret, as better specified in Article 1 of this agreement, which the Disclosing Party will provide to the Receiving Party for the use of the services provided by the latter.
- e) The Parties declare that the preamble constitutes an integral and inseparable part of this Agreement, and hereby agree and establish the following:

ART. 1 - CONFIDENTIAL INFORMATION

The term confidential information shall mean, also in accordance with and for the purposes of Article 98 of Legislative Decree no. 30 of 10 February 2005, all information communicated to the Receiving Party or learned by it in any form, whether written, verbal, electronic, by direct sight or in any other intelligible form, as a result and effect of the agreement referred to in the preamble (or as a result of the pre-contractual preliminary checks referred to in the preamble), including but not limited to products, designs, technical knowledge, trade secrets, patents, original ideas, and any other matters related to the business conducted.

ART. 2 - CONFIDENTIALITY OBLIGATIONS

The Receiving Party undertakes to ensure:

- i) confidentiality with respect to the information considered confidential under the preceding Article 1, and to use such information exclusively for the limited purpose specified in the preamble, and therefore not to make any other use of it;
- ii) not to disclose, transfer and/or communicate, even in part, such information to third parties, nor to reproduce, copy and/or duplicate, in any way, documents (including electronic ones) containing confidential information or part thereof, without the prior written consent of the Disclosing Party;
- iii) the Disclosing Party is guaranteed the utmost care and attention in order to protect the documents/files provided. The Disclosing Party agrees that the production process may be assigned to partners selected by the Receiving Party and, therefore, that the documents/files provided by the Disclosing Party may be shared with the partners to enable the production of the commissioned item;
- iiii) confidentiality of the information, taking all necessary measures against its own employees and collaborators, also pursuant to Article 1381 of the Italian Civil Code, as well as to reproduce and have similar obligations accepted by its third-party suppliers and management and production partners of the receiving party to whom the information is communicated, as strictly necessary in order to implement the agreement referred to in the preamble

ART. 3 - DURATION OF CONFIDENTIALITY OBLIGATION

The confidentiality obligation provided for by this agreement is subject to the commitments provided for and shall remain valid for a period of 5 (five) years following the termination of the commercial relationship for the services requested from the Receiving Party. The Receiving Party is required, upon simple written request of the Disclosing Party, to promptly return to the latter any and all documents (including electronic ones) related to this agreement.

ART. 4 - GENERAL PROVISIONS

The Parties declare that this Agreement, in all its parts, has been read, approved, and signed, and represents the exclusive will with regard to the communication of Confidential Information, replacing any previous oral or written agreement.

The content of this Agreement is to be considered confidential and must not be disclosed to third parties, except upon request of the Judicial Authority or pursuant to legal provisions.

The signing of this Agreement is made on behalf of the represented Companies/Entities and binds them in accordance with its terms.

Any dispute that may arise between the Parties concerning the execution and interpretation of this Agreement and which is not resolved amicably shall be submitted to the jurisdiction of the Court of Ascoli Piceno with the application of Italian law.

SIGNATURE OF THE DISCLOSING PARTY

SIGNATURE OF THE RECEIVING PARTY

Place and date

Place and date
