

Confidentiality Agreement

between

Mr. Alessio Battaglia - Eliaga Srl, with head-quarter in Bologna, Vicolo Mariscotti, 4 , Italy
(Furthermore, the Disclosing Party)

and

Mr./Ms. _____ with head-quarter in _____

(Furthermore, the Receiving Party)

Whereas

The Disclosing Party filed an application for an International Patent and design, with reference to the oral hygiene line called **Swan**, consisting of dental brushes, interdental brushes, floss picks.

Is therefore interest of the parties to sign the present confidentiality agreement, in order to avoid the disclosure and use of sensitive data and information;

1. Definition

The "Confidential Information" protected by the present agreement shall mean all information disclosed, by the Disclosing Party, to the Receiving Party. (Including all information disclosed before the signature of the present agreement), in written, oral form or any other form.

It shall include all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and all other ip, financial, business, commercially valuable information related to the object of the patent application.

It shall include, also, models of the patented objects, all the data and materials attached to the application before the International Patent Office, all the data, information, files and projects related in any case to object of the above-mentioned patent application, all the data and information and materials related to marketing and advertisement of the object of the patent application.



2. Presumed confidential

All the information obtained by the Receiving Party from the Disclosing Party shall be presumed as Confidential Information.

3. Confidentiality obligations

The Receiving Party shall:

- a) Keep all Confidential Information of the Disclosing Party confidential unless strictly required otherwise by law;
- b) Limit access of its employees, personnel or advisors reasonably requiring the Confidential Information on a strictly need to know basis;
- c) Not use Confidential Information in any way which could be harmful to the interests of the Disclosing Party;
- d) Immediately notify the Disclosing Party of any disclosure required by law;
- e) Not use any Confidential Information in any way other than for negotiating with the Disclosing Party;
- f) Not copy, in whole or in part, any Confidential Information without the prior written consent of the Disclosing Party;
- g) Ensure that all employees, personnel, and advisors to whom confidential information is disclosed are legally bound by the obligations of the present agreement.

4. Governing law

The present agreement shall be governed by Italian Law and any dispute, claim or controversy arising from, relating to, or in connection with this agreement, including any question regarding its existence, validity, termination, or the performance or breach thereof, shall be referred to the exclusive competence and jurisdiction of the Court of Bologna, Italy.

5. Validity

The present agreement shall be valid until the information related to the object of the patent application shall become available to the public.

Bologna

A.D. 2022

Mr./Ms. _____

Mr. Alessio Battaglia

ELIAGA SRL
Sede: Via Marsili, 4 - 40124 BOLOGNA
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REA BO n. 467199
Cap. Soc. € 70.000 i.v.

