CONFIDENTIALITY AGREEMENT

between

AGLA POWER TRANSMISSION SPA, with registered office in Avigliana (TO),

via Avigliana no. 9 – 10051,

VAT no. 06778050010, represented by the CEO of the company, Oscar Bonù

Disclosing Part

and

[**Consultant Name**], [Role], [Address]

Receiving Part

hereinafter individually referred to as a "**Part**" and jointly as the "**Parties**".

WHEREAS

a) the Parties are evaluating the opportunity to establish a supply relationship for materials and components intended for production, aimed at..... (hereinafter the "**Purpose**");
b) as part of the evaluation activity referred to in recital a) above, it is in the interest of the Disclosing Part to grant the Receiving Part, in written form, access to its Confidential Information, as defined in Article 2 below (hereinafter "Confidential **Information**"), useful for the execution of the Purpose, the confidential nature of which is intended to be protected through this confidentiality agreement (hereinafter the "**Agreement**");
c) the Receiving Part acknowledges being aware that, as a result of the commercial supply relationship with the Disclosing Part, it may become aware of such Confidential Information referred to in Article 2 below;
d) The Receiving Part may also become aware of material, data, information and details in general concerning machinery, systems and/or methods under study and/or experimentation, for which the Disclosing Part intends to claim industrial property rights through the filing of a patent application for an industrial invention and/or a utility model.
e) By means of this Agreement, the Receiving Part undertakes to keep the Confidential Information strictly confidential.
f) By virtue of this Agreement, the Parties intend to regulate the confidentiality obligations arising from the Receiving Part's access to the Confidential Information fully owned by the Disclosing

Part, of which the Receiving Part has become or will become aware in relation to the Purpose, within the context of the collaboration between the Parties.

All the above having been stated and considered,

IT IS HEREBY AGREED AND STIPULATED AS FOLLOWS

Article 1. Recitals and Definitions

1.1 The Recitals form an integral and substantial part of this Agreement.

1.2 In addition to the terms and expressions defined in other articles, the following terms and expressions shall have the meanings set out below:

Agreement	This document
AGLA POWER TRANSMISSION SPA	AGLA POWER TRANSMISSION SPA
Confidential Information	The information and/or data and/or documentation as defined in Article 2 below
Object	The supply relationship as described in point a) of the Preamble
Disclosure Part	*AGLA POWER TRANSMISSION SPA*
Receiving Part	_____ [Name of consultant]
Parts	*AGLA PT SPA* on the one hand, and _____ [Name of consultant] on the other side
Premises	The premises to this act

Article 2. Confidential Information

2.1 For the purposes of this Agreement, the following fall within the scope of "Confidential Information" and are therefore to be considered protected, among other things, by the provisions of Article 98 of Legislative Decree 30/2005:

a) all information and documentation of any nature, primarily corporate information, technical and industrial experience, including commercial experience, and non-patentable inventions, or all non-

patented practical knowledge resulting from experience and testing, (i) that is secret, i.e., not generally known or easily accessible; (ii) substantial, i.e., significant and useful for the activities of AGLA POWER TRANSMISSION; (iii) and identified, i.e., described in a sufficiently comprehensive manner to permit verification (Know-How) that is the exclusive property of the Disclosing Part, provided in written or oral form (for example, during formal meetings or conference calls), including legal, accounting, technical, commercial, and strategic information, which will be provided by the Disclosing Part to the Receiving Part or otherwise acquired by the latter, directly or indirectly, on any medium, within the scope of and/or in relation to the Subject Matter, which has been expressly classified in writing as "confidential" or "private" or which is otherwise to be considered such given its particular nature and/or the circumstances in which it was revealed and/or provided;

b) Any oral communication, of which a written record will be kept and an indication of which confidential Information was communicated in this form, must always be considered confidential, as is information regarding third parties.

c) All information regarding, but not limited to:

i) production methods, operating principles, and machinery;

ii) drawings and sketches, ideas, models, images;

iii) prototypes undergoing testing, projects, laboratory tests/technical reports, and/or more generally

news and facts relating to the production itself.

iv) commercial data regarding the target market and/or customers;

v) economic data;

vi) the existence of contacts, negotiations, and economic relationships between the Parties;

vii) any information relating to any meetings, correspondence, or documents between the Parties,

as well as the content or purpose of such meetings, correspondence, or documents;

d) The Parties agree that Confidential Information shall include all commercial and technical information that AGLA POWER TRANSMISSION SPA, in its sole discretion, deems worthy of confidentiality protection. Such information shall be treated as confidential regardless of the public nature of the Intellectual Property Rights owned by AGLA POWER TRANSMISSION SPA, provided that its confidential nature is reasonably evident or explicitly communicated by the Disclosing Part.

e) the very existence of this confidentiality agreement, unless this is necessary to justify the refusal to provide Confidential Information to third parties.

2.2 The following are not considered Confidential Information:

a) data already in the public domain at the time of communication, or that subsequently becomes so, Cwithout the Receiving Part having breached this Agreement;

b) data already known to the Receiving Part at the time of communication, provided that such knowledge was not obtained fraudulently and that the Receiving Part can provide written proof of already having such information at the time of communication by AGLA POWER TRANSMISSION SPA, and that such information is extendable;

c) information already known to the Receiving Part at the time of communication,

having previously been transmitted to the latter by a third part authorized to do so and not

bound by an obligation of confidentiality regarding the use or communication of such

information.

Article 3. Confidentiality obligations

3.1 The Receiving Part undertakes to:

a) use the Confidential Information only for the purposes permitted by the Agreement and/or with exclusive reference to the Subject Matter and not to use any such information without the prior written consent of the Disclosing Part;

b) maintain the Confidential Information provided to it by the Disclosing Part with the

utmost care and secrecy, adopting all appropriate, suitable, and appropriate physical and technological security measures.

c) maintain the Confidential Information strictly confidential and therefore not reveal or disclose it to third parties in any way, directly or indirectly, even partially;

d) inform all collaborators and representatives in advance of the confidential nature of the Confidential Information, ensuring that they undertake in writing to comply with the obligations set forth in this Agreement, except as provided in Article 3.2 below.

Any violation of this Agreement committed by employees and agents of the Receiving Part will be considered as having been committed by the Receiving Part itself, which, to all intents and purposes, will be liable for such violations.

3.2 The Receiving Part may not disclose Confidential Information to collaborators or agents, except where they necessarily need access to it for the purposes of performing activities for AGLA POWER TRANSMISSION SPA, or where the collaborators or agents are themselves already covered by a confidentiality agreement entered into separately with AGLA POWER TRANSMISSION SPA. In any case, such individuals will be informed by the Receiving Part of the strictly confidential nature of the Confidential Information, agreeing in writing to personally and directly comply with the obligations of this agreement.

3.3 The Receiving Party also ensures that:

a) is aware of the patent law principle that the communication of technical information to a limited and specific number of persons, bound by confidentiality, does not constitute disclosure for the purposes of patent novelty, pursuant to applicable legislation;

b) undertake not to disclose the Information obtained in such a way as to allow third parties to identify its technical, structural, and functional characteristics. Where necessary, it undertakes also to impose a similar confidentiality obligation on the recipients of such information, ensuring compliance with it;

c) In the execution of the Object, and even thereafter, the Contractor will not use or produce, on its own, or provide to third parties goods/services/performances for the production of which the information and/or drawings received from AGLA POWER TRANSMISSION SPA are used, unless prior written authorization is obtained from AGLA POWER TRANSMISSION SPA.

d) During the course of its employment relationship with the Disclosing Part and during subcontracting activities, the Receiving Part undertakes not to enter into any contractual relationship through the sale

of products or direct services to the end customer of AGLA POWER TRANSMISSION SPA unless prior agreement is reached through a contract with the client.

3.4 It is understood between the Parties that:

a) The disclosure of Confidential Information to judicial or administrative bodies to which the Receiving Part is required to comply with a provision issued by them or a legal obligation shall not constitute a violation of the obligations described above, without prejudice to the commitment to provide prior written notice to the Disclosing Part, so that the latter can request the most appropriate measures to protect its interests;

b) In particular, this document does not constitute, for any purpose, a letter of intent or other binding document and does not, under any circumstances, oblige the Parties to sign deeds formalizing the hypothesis indicated in letter a) of the Recitals nor to enter into, between themselves and/or with third parties, any other agreement and/or contract of any kind. This Agreement is intended to regulate the confidentiality obligations resulting from the Receiving Part's access to documents and information owned by the Disclosing Part and to any ownership of intangible assets arising from the Subject Matter.

3.5 The Disclosing Part warrants that its employees, managers, directors, collaborators, and permanent and/or occasional consultants are subject to this obligation.

Article 4. Penalty Clause

4.1 In the event of a breach of the confidentiality obligations set forth in Article 3 above, the Receiving Part shall pay, upon simple written request from the Disclosing Part, the sum of €20,000 (twenty thousand/00) for each breach, expressly without prejudice to compensation for further damages.

Article 5. Ownership of Confidential Information

5.1 All Confidential Information remains the exclusive property of the Disclosing Part and will be provided "as is" and without any warranty, express or implied, regarding its accuracy or completeness.

5.2 Neither the execution nor the performance of this Agreement, nor the communication or making available of any Confidential Information shall be deemed to be an assignment or license of any industrial or intellectual property rights or other rights regarding the Confidential Information to the Receiving Part.

5.3 The Receiving Part shall not, for any reason, copy or permit the copying or reproduction of any Confidential Information without the specific prior written approval of AGLA POWER TRANSMISSION SPA for each specific item of Confidential Information to be copied or reproduced.

Article 6. Industrial and Intellectual Property

6.1 The Receiving Part acknowledges that all inventions, improvements, ideas, models, and other creations developed in the execution of the Object, even if not protected by patent, are the exclusive property of the Disclosing Part. The Receiving Part has no right to use such creations for its own purposes or to transfer them to third parties without the written consent of the Company.

6.2 If the Receiving Part develops a new invention, model, or improvement relating to the Company's products or processes, it undertakes to promptly notify the Disclosing Part of such creation. The Disclosing Part shall have the right, where applicable, to independently proceed with the patenting

and/or registration, either directly or through third parties, without any limitation and in its capacity as owner.

Article 7. Processing of Personal Data

7.1 In performing the Agreement, the Receiving Part may become aware of personal data regarding employees, customers, or suppliers of the Disclosing Part. The Receiving Part undertakes to process such data exclusively for the purposes related to the Object of the Agreement, in compliance with applicable regulations, in particular EU Regulation 679/2016 (GDPR). The Receiving Part shall take all necessary measures to ensure the security and confidentiality of such data.

Article 8. Duration

8.1 This Agreement shall be valid and effective from the date of its signature, if simultaneous between the Parties, or from the date of signature by the Part who signs it second.

8.2 The provisions of this Agreement shall apply and be valid between the Parties with respect to any Confidential Information provided by AGLA POWER TRANSMISSION SPA prior to the date of signature.

8.3 Finally, it is understood that all obligations under this Agreement may survive beyond the termination provided for in paragraph 1 of this Article, as long as the Confidential Information constitutes "Secret Information" as defined in Articles 98 and 99 of the Industrial Property Code pursuant to Legislative Decree 30 of February 10, 2005.

Article 9. Return of Materials

9.1 Upon termination of this Agreement for any reason, or at any time upon simple written request, the Disclosing Part may request the Receiving Part to return or destroy any materials, in whatever form or format provided (paper and/or electronic, both in original and in copy), relating to and/or concerning the Confidential Information shared, subject only to mandatory legal obligations.

9.2 No trace, reference, or copy of any document relating to the Confidential Information whose return or destruction has been requested in writing may be retained, even partially.

Article 10. Waiver of Breach of Confidentiality Obligations

10.1 If, pursuant to applicable law or pursuant to orders from judicial or governmental authorities or other competent authorities, the Receiving Part is required at any time to communicate any confidential Information, it shall be its express obligation to communicate such request to the Disclosing Part before complying with it, in order to allow AGLA POWER TRANSMISSION SPA to obtain or implement the necessary precautionary measures and/or exempt the Receiving Part from the confidentiality obligations assumed under this Agreement.

10.2 Likewise, it shall be the express obligation and responsibility of the Receiving Part to inform the Disclosing Part of any and all circumstances of which it becomes aware that may result in access to Confidential Information by unauthorized third parties, or where the prior authorization of AGLA POWER TRANSMISSION SPA is in doubt.

Article 11. Communications

11.1 All communications under this Agreement must be in writing and delivered to the following addresses and contact information of each Part:

a) If addressed to the **Disclosing Part:**

AGLA POWER TRANSMISSION SPA, VIA AVIGLIANA, 9 – 10051 AVIGLIANA (TO) – ITALY.

CEO: OSCAR BONU' | oscar.bonu@aglapt.com

b) if directed to the *Receiving Part*:

_____

(Company name – address – legal representative details)

11.2 Communications will be deemed validly delivered on the date of their actual receipt by the recipient.

Article 12. Advertising

12.1 The *Receiving Part* may not publicize, use in any produced materials, or release in the form of press releases any information regarding aspects of this Agreement, nor respond to inquiries from third parties with such information, nor refer to the work performed pursuant to this Agreement without obtaining the prior written consent of the Disclosing Part.

Article 13. Exhaustiveness of the agreement and amendments

13.1 This Agreement constitutes the sole and final agreement regarding the Confidential Information and supersedes any previous understandings between the Parties, whether oral or written, regarding such Confidential Information.

13.2 In the event that any provision of this Agreement is held to be or is no longer valid under the law, the validity of the other provisions of the Agreement shall remain in full force and effect pursuant to Article 1419 of the Italian Civil Code.

13.3 Neither Part may validly transfer or assign this Agreement or the rights or obligations arising therefrom to third parties without the written consent of the other Part.

13.4 In the event that either Part tolerates the conduct of another Part that violates any of the provisions of this Agreement, this shall not be construed as a waiver of the rights resulting from the violated provisions or the right to demand subsequent, timely performance of all the terms and conditions of this Agreement.

13.5 This Agreement may not be modified except by an agreement in writing and signed by the legal representatives of both Parties. Any waiver or modification of the above provisions, of any nature, must be made in writing and attached to this Agreement as an addendum.

Article 14. Applicable Law and Jurisdiction

14.1 This Agreement is governed by Italian law.

14.2 Any dispute relating to the interpretation and/or performance of this Agreement and/or the relationship between AGLA PT and the Receiving Part, unless otherwise specified in a separate contract, shall be submitted to the Chamber of Commerce of Turin (ITALY), by arbitrators appointed in accordance with these rules. The seat of arbitration shall be Turin. The languages of the arbitration shall be Italian and English.

Article 15. Case in which the "Receiving Part" is a natural person, a freelancer, and/or self-employed worker.

15.1 In the event that this confidentiality agreement is signed between AGLA PT and an independent professional, the latter undertakes to provide AGLA PT with a copy of valid identification documents, as well as a signed and executed copy of this document.

15.2 The Receiving Part undertakes to indicate below the working relationship it intends to establish with AGLA PT:

_____

(e.g consultant)

15.3 The Receiving Part undertakes to provide all documentation, completed and signed in its entirety, via official email address, certified email, and/or regular mail.

IN FAITH

_____,__/__/____

The receiving part:

_____

(company name)

_____

(stamp and signature)

AGLA POWER TRANSMISSION SPA

_____

(stamp and signature)

The Parties mutually acknowledge that this Agreement has been entered into following and for the effect of negotiations. In any case, they specifically approve, pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following clauses:

3. Confidentiality obligations;

4. Penalty clause

5. Ownership of Confidential Information;

6. Industrial and Intellectual Property

8. Term;

13. Exhaustiveness of the agreement and amendments

14. Applicable law and competent court.

The receiving part:

_____

(company name)

_____

(stamp and signature)

AGLA POWER TRANSMISSION SPA

_____

(stamp and signature)