

## Confidentiality Disclosure Agreement

between

FROM – Fondazione per la ricerca Ospedale di Bergamo – Ente del Terzo Settore, registered in the RUNTS - Registro Unico Nazionale del Terzo Settore, in section G) “other third sector entities” under number 1452 Reg. Determinazioni, on 29/06/2022, with registered office in Piazza OMS 1, 24123 Bergamo; C.F. 95169260163 and VAT number 03978490161 in the person of the Operative Director Dr.ssa Eleonora Sfreddo, acting as Attorney, by virtue of the powers attributed by the notary Dr. Armando Santus, directory N°66604, collection N° 31080. Registered on 23/05/2022 at N° 24374 (hereinafter for brevity "FROM-E.T.S.")

and

<insert *name, company, address*>  
("Receiving Party")

Considering that FROM-E.T.S. has information, know-how and confidential data ("Confidential Information") and that Receiving Party is interested in evaluating the Confidential Information in order to evaluate interest in entering into a collaboration relationship with FROM-E.T.S.

FROM-E.T.S. agrees to disclose Confidential Information to Receiving Party, based on the following conditions:

1. "Confidential Information" means any information provided in writing or orally, but confirmed within a maximum of 30 days in writing, relating to proprietary data and information of any kind within the scope of this Agreement, starting from the date of entry into force of this Agreement.

Receiving Party will consider the Confidential Information strictly confidential and will not disclose it to any third party with the exception of his employees or collaborators involved in the activities inherent to this Agreement.

Will be excluded from the confidentiality obligation all parts of information or data that:

- are in the public domain at the time of communication by FROM-E.T.S.;
- receiving Party is able to prove that they were in his possession or was aware of it because it was used in its activities or stored in its files or computers or other means of registration before it was received by FROM-E.T.S.;
- receiving Party has obtained or has at its disposal from a different source without violating it or its source of any restrictions of confidentiality or non-use towards the other party;
- are disclosed by Receiving Party with the prior written permission of FROM-E.T.S.

2. All notices in connection with this Agreement must be communicated in writing and sent by fax or registered letter to the registered office of the interested Party or to any other addresses previously communicated in the manner provided for and addressed to the signatory of the Agreement in the name of the same Party. The date of the notice will be considered that of the day of acknowledgment of the notice.

3. This agreement comes into effect from the date of its subscription. Receiving Party undertakes to enforce the obligations set forth in this agreement for 2 years after the conclusion of the collaboration referred to in the Purpose. Any obligation set out in this commitment, as well as its effectiveness, is extended to anyone who, for any reason authorized by the individual party, comes into possession of Confidential Information pursuant to this agreement.

4. This agreement is governed by Italian law. For any disputes that may arise between the parties in consideration of this contract, the court of Bergamo will have exclusive jurisdiction.

Receiving Party  
Name and Surname (block letters)

FROM-E.T.S.  
Operative Director

Dr. Eleonora Sfreddo

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_, \_\_\_\_\_  
Bergamo, \_\_\_\_\_