NON-DISCLOSURE AGREEMENT

This Agreement is made by and between Simulation Team – MISS DIPTEM/DIME University of Genoa, having its principal place of business at via Opera Pia 15, 16145 Genova, Italy (“Simulation Team”) and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** whose principal mailing address is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Recipient”)

1. Definition of Confidentiality. As used in this Agreement, "Confidential Information" refers to any information which has commercial value and is either (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of the Simulation Team, or (ii) non-technical information relating to Simulation Team's researches and products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary and confidential to the Simulation Team.

2. Nondisclosure and Nonuse Obligations. Recipient will maintain in confidence and will not disclose, disseminate or use any Confidential Information belonging to the Simulation Team, whether or not in written form. Recipient agrees that Recipient shall treat all Confidential Information of the Simulation Team with at least the same degree of care as Recipient accords its own confidential information. Recipient further represents that Recipient exercises at least reasonable care to protect its own confidential information. If Recipient is not an individual, Recipient agrees that Recipient shall disclose Confidential Information only to those of its employees who need to know such information, and certifies that such employees have previously signed a copy of this Agreement.

1. Survival. This Agreement shall govern all communications between the parties. Recipient understands that its obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligations") shall survive the termination of any other relationship between the parties. Upon termination of any relationship between the parties, Recipient will promptly deliver to the Simulation Team, without retaining any copies, all documents and other materials furnished to Recipient by the Simulation Team. This is intended for all the activities performed during the years 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030 and for any future collaboration.

4. Governing Law. This Agreement shall be governed in all respects by the laws of the EU and by the laws of Italy, as such laws are applied to agreements entered into and to be performed entirely within Italy between Italy residents.

5. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the Simulation Team for which there will be no adequate remedy at law, and the Simulation Team shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

6. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

 IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

Simulation Team: Simulation Team MISS DIPTEM/DIME- University of Genoa RECIPIENT:

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Agostino G. Bruzzone Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Professor Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: Date: