

NON DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into on this ____ day of _____ by and between _____, located at _____ (the "**Disclosing Party**")

AND

_____ located at _____ (the "**Recipient**" or the "**Receiving Party**").

WHEREAS

1. The Disclosing Party possesses certain ideas and information relating to _____ that is confidential and proprietary to Discloser (hereinafter the "Confidential Information"); and
2. The Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of _____;

NOW THEREFORE, in consideration of the mutual promises and covenants of the Parties under this Agreement, the Parties agree as follows:

Article 1

Definition of Confidential Information.

1.1 For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

(i) _____

1.2. For the purposes of this agreement, "Confidential Information" shall not include any data or information which:

(i) _____

Article 2

Subject of the Agreement

2.1 The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

2.2 The Receiving Party undertakes to:

(i) _____

Article 3

Term and Termination

3.1 This Agreement shall remain in effect for ____ years.

3.2 Notwithstanding the foregoing, the Parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect for three years after termination of this Agreement.

Article 4

Applicable Law and jurisdiction

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Italy. Any dispute arising under this Agreement shall be resolved exclusively by the Court of _____.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Disclosing Party

By _____

Receiving Party

By _____