

## Mutual Confidentiality Agreement

**Effective Date:** This Agreement is made on \_\_\_\_\_, 202\_.

**Parties:** As referred to herein, each Party when disclosing its Confidential Information is "Disclosing Party" and each Party receiving the other Party's Confidential Information is "Receiving Party" and together are referred to as the "Parties".

The Parties are:

**ASK INDUSTRIES S.p.A.**, a company incorporated under the laws of Italy with registration number IT 00091200428, whose registered office is at Via dell'Industria 12/14/16, 60037 Monte San Vito (AN), Italy (said shortly "ASK")

and

\_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_, with registration number \_\_\_\_\_, whose registered office is at \_\_\_\_\_ (said shortly the "Company").

### Field and Purpose

ASK is in the business of the research, design, development, construction and sales of high quality and innovative car audio system for in vehicle infotainment and antenna systems for car connectivity. ASK and the Company wish to provide each other certain information with the aim to check if there is mutual interest in a future collaboration (the "Permitted Purpose"). It is understood that the Parties may define the scope of the Permitted Purpose in a specific and detailed manner, through written agreements or formal communications. ASK and the Company, with a clear assignment of the roles, wish to define their rights with respect to such information in order to protect its confidentiality and to ensure that the information is treated by the other Party in the utmost secrecy and confidence.

**The Parties hereto agree as follows**

### 1 Parties' Obligations

- 1.1 The Parties both acknowledge that the Party (the "Receiving Party") that will receive or become aware of (or has received or become aware of) information which is

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#### Registered Office and Administrative Headquarters

Via dell'Industria 12/14/16  
60037 Monte San Vito (AN) - Italy  
Phone: +39 071 74521  
Fax: +39 0522 1820 186

#### Other Offices

Viale Ramazzini 39/F  
42124 Reggio nell'Emilia (RE) - Italy  
Phone: +39 0522 500900  
Fax: +39 0522 1820 (142)-(143)-(144)

#### Legal Codes

R.E.A. of Ancona n. 59351  
R.I. of Ancona - Fiscal Code: 00091200428  
VAT Code: IT 00091200428  
Paid in Capital: Euro 28.000.000

confidential for the other Party (the “**Disclosing Party**”) shall be bound by a strict duty of confidence (“**Confidential Information**”).

- 1.2 Confidential Information includes, but not limited to, trade secrets, identity, know-how, drawings, testing data, studies, reports, analyses, intellectual property, marketing and sales data, business plans, strategies or forecasts, revenue, costs or profit, product plans, technology, computer systems, algorithms, methods, processes, procedures, supplier relationships, customer names and other information related to customers, price lists, software codes, research, financial, technical information and other non-technical information (whether disclosed in a written, oral, visual, documentary, electronic format, on magnetic or digital media or in any other form without any exclusion) provided directly or indirectly by the Disclosing Party on or after the Effective Date. For the avoidance of doubt, the Receiving Party shall treat as confidential that information, which is reasonably understood to be confidential, whether or not it is expressly stated or marked to be confidential.
- 1.3 The Receiving Party shall:
  - 1.3.1 not to disclose or let disclose to any third party, free of charge or for a consideration and under any form, any Confidential Information received under this Agreement;
  - 1.3.2 preserve the confidentiality of any and all Confidential Information and shall exercise in relation thereto at least the same measures and degree of care and sensitivity as it would treat its own Confidential Information, but in no event shall use less than reasonable and customary diligence and effort in protecting such Confidential Information;
  - 1.3.3 use its reasonable endeavours to keep all Confidential Information secure and protected against theft, damage, loss or unauthorised access;
  - 1.3.4 inform the Disclosing Party with a written notice three (3) days upon the Receiving Party becoming aware or suspecting an unauthorised person has become aware of the Confidential Information. The Receiving Party shall cooperate with the Disclosing Party in every reasonable way to assist the Disclosing Party to regain possession and/or

control of the Confidential Information and to prevent its further dissemination and/or unauthorized use. These measures shall be without prejudice to any other rights and remedies;

1.3.5 not use any Confidential Information for any purpose, whether commercial or non-commercial, other than the Permitted Purpose;

1.3.6 in addition, with respect to any equipment, component, software, or other items delivered to a Receiving Party by a Disclosing Party, the Receiving Party shall not reverse engineer, disassemble, decompile, or otherwise analyse the physical construction of, any such items;

1.3.7 only make limited number of copies of Confidential Information to the extent strictly necessary for the Field.

1.4 The Receiving Party may disclose Confidential Information, to the extent permitted by this Agreement, to its Affiliates and to its Representatives such as officers, employees, agents and advisors (Affiliates and Representatives hereinafter referred to as “**Authorised Persons**”) as are strictly necessary to achieve the Permitted Purpose and to those other persons whom the Disclosing Party agrees in writing.

The Receiving Party shall inform the Authorised Persons about the confidential nature of the Confidential Information.

1.4.1 “**Affiliate**” means any entity that, directly or indirectly, is controlled by, controls or is under common control with either of the Parties. The definition of “Control” for this purpose only shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of more than 50% of the voting share capital by contract or otherwise.

1.5 The Receiving Party shall be responsible and liable for any failure by it to comply with the confidentiality obligations of this Agreement or any failure by its Authorised Persons to adhere or to comply with such obligations.

- 1.6 The Receiving Party shall indemnify the Disclosing Party against all costs and liabilities arising in connection with any breach by the Receiving Party or any of its Authorised Persons of its or their obligations under this Agreement.

## 2 Exclusions

- 2.1 The obligations imposed by this Agreement shall not apply to any Confidential Information, if the Receiving Party can prove that:

2.1.1 is already lawfully known to the Receiving Party before receipt;

2.1.2 is or subsequently becomes a matter of public domain, through no fault of the Receiving Party;

2.1.3 is lawfully received by the Receiving Party, without any fault, from a Third Party which is, to the best knowledge of the Receiving Party, not subject to any duty of confidentiality;

2.1.4 is independently developed by any of the Receiving Party's employees who have not had any direct or indirect access to, or use or knowledge of the Disclosing Party's Confidential Information;

2.1.5 is disclosed by the Receiving Party with the Disclosing Party's prior written consent.

## 3 Forced Disclosure

- 3.1 If the Receiving Party complies with clause 3.2, the Receiving Party may disclose Confidential Information to the minimum extent required by any order of any court competent jurisdiction or any competent judicial, governmental or regulatory body.

3.2 Before the Receiving Party discloses any information under clause 3, the Receiving Party shall (to the extent permitted by law) use its best endeavours to:

3.2.1 inform as soon as possible with a prior written notice the Disclosing Party of the full circumstances and the information that will be disclosed;

3.2.2 consult with the Disclosing Party as to possible steps to avoid or limit disclosure and take those steps where the Disclosing Party requests;

3.2.3 gain assurances as to confidentiality from the body to whom the information is being disclosed.

3.3 If the Receiving Party is unable to inform the Disclosing Party before Confidential Information is disclosed under this clause 3, the Receiving Party shall (to the extent permitted by law) inform the Disclosing Party immediately after the disclosure of the full circumstances of the disclosure and the information that has been disclosed.

## **4 Return of Confidential Information and Copies**

4.1 If the Disclosing Party so requests in writing and also upon any termination of this Agreement, the Receiving Party shall immediately cease the use of the Confidential Information, divulged by the Disclosing Party and within five (5) days after the request shall:

4.1.1 at its own expense, return and provide all documents and copies received, and in any case, each material that contain any of the Confidential Information to the Disclosing Party;

4.1.2 destroy or permanently erase all documents or materials containing any portion of any Confidential Information and all copies, also electronic, made by the Receiving Party and procure that anyone to whom the Receiving Party has supplied copies destroys or permanently erases such copies and any further copies made by them;

4.1.3 provide to the Disclosing Party a certification in writing, signed by an officer of the Receiving Party, that it has complied with this clause 4.

4.2 The obligation to return or destroy does not apply to routinely produced backup copies of electronic data traffic as well as documents the Receiving Party is legally obliged to store.

## **5 Reservation of Rights**

5.1 The Disclosing Party reserves all rights in its Confidential Information and no rights or obligations other than those expressly recited within this Agreement are granted. In

particular, no license or rights are hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property rights now or in the future.

- 5.2 The Receiving Party shall not directly or indirectly obtain or attempt to obtain in any country by registration or otherwise any industrial or intellectual property right embodied in or relating to the Disclosing Party's Confidential Information.
- 5.3 Nothing in this Agreement or in its operation shall preclude, or in any way impair or restrict, either Party from continuing to engage in its business otherwise than in breach of the terms of this Agreement.

## **6 Term and Termination**

- 6.1 Both Parties may terminate this Agreement at any time by giving written notice to the other. The notice of termination shall be effective thirty (30) days after receipt. Notwithstanding the foregoing this Agreement shall automatically expire five (5) years after the Effective Date. Each Party agrees that all of its obligations undertaken herein as a Receiving Party shall survive and continue after any termination or expiration of this Agreement for further three (3) years.

## **7 Publicity**

- 7.1 Neither Party shall enter into any publicity in relation to this Agreement without the prior written consent of the other Party. Such consent to be given at the absolute discretion of the consenting Party.

## **8 Severance**

- 8.1 If any provision (or part thereof) of this Agreement shall be found by any court or administrative body competent jurisdiction to be invalid, ineffective, illegal or unenforceable, such invalidity, ineffectiveness, illegality or unenforceability of such provision (or part thereof) shall not affect any other provisions of this Agreement, which will remain in full force and effect.
- 8.2 If any invalid, ineffective, unenforceable, or illegal provision would be valid, effective, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to make it valid, effective, enforceable or legal.

## 9 Assignment

9.1 Neither Party may assign any of its rights under this Agreement or any document referred to in it without the prior written consent of the other Party.

## 10 General

10.1 This Agreement becomes effective upon having been signed by both Parties (Effective Date).

10.2 Save in respect of fraudulent misrepresentation by either Party, this Agreement constitutes the entire Agreement between the Parties regarding to its subject matter and replaces and supersedes all arrangements between the Parties in relation to the subject matter hereof. This Agreement may not be amended unless agreed in writing by authorised signatories of the Parties.

10.3 The Parties hereby expressly recognize that the signature of this Agreement does not constitute any obligations or commitment by any Party to enter into any definitive agreement.

10.4 The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties.

10.5 Each of the Parties acknowledges and agrees that the Confidential Information is valuable and that monetary damages may not be a sufficient remedy for unauthorized disclosure of such information or any other breach of the obligations contained in this Agreement and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to the remedies of an injunctive or equitable relief including damages as may be deemed proper by a court of competent jurisdiction.

10.6 Each Party confirms to the other that it is acting as principal and not as a broker or agent.

10.7 No failure or delay of either Party in exercising any right under this Agreement shall be deemed a waiver of the right. No waiver of any default on any occasion shall constitute

a waiver of any subsequent default. No single or partial exercise of any right shall preclude the further or full exercise of it.

- 10.8 Without prejudice to the generality of the foregoing, the Receiving Party undertakes that, except as may be permitted in any future written agreement between the Parties, shall not attempt to replicate the Disclosing Party's Confidential Information nor to investigate detailed aspects of the Disclosing Party's Confidential Information that were not disclosed by the Disclosing Party. The Receiving Party also shall not use the Disclosing's Party Confidential Information directly or indirectly to procure a commercial benefit to the Receiving Party or a commercial disbenefit to the Disclosing Party.
- 10.9 Nothing in this Agreement shall be construed as a representation or agreement that a Receiving Party is not currently developing, shall not develop, or have developed for it, products, concepts, systems, technologies or techniques that are similar to or compete with products, concepts, systems, technologies or techniques contemplated by the purpose or embodied in the confidential information or explore such similar opportunities with other Parties, provide that Receiving Party does not violate any of its obligations under this Agreement in connection therewith. Furthermore, each Party shall not have any obligation to limit or restrict the assignment of its employees as a result of their having had access to Confidential Information.
- 10.10 This Agreement does not include, expressly or bay implication, any representation, warranties or other obligations:
- 10.10.1 to grant the Receiving Party any license or rights other than as may be expressly stated in this Agreement;
- 10.10.2 to require the Disclosing Party to disclose, continue disclosing or update any Confidential Information;
- 10.10.3 to require the Disclosing Party to negotiate or continue negotiation with the Receiving Party with respect to any further agreement and either Party may withdraw from such negotiations at any time without liability;



10.10.4 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any information or materials provided under this Agreement. No Party shall be liable to the other for any expenses, losses, use, or actions howsoever incurred or undertaken by the Receiving Party in reliance on the confidential information disclosed hereunder.

## 11 Governing Law and Jurisdiction

11.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Italy and the Parties hereby submit to the exclusive jurisdiction of the court of Reggio Emilia (Italy).

11.2 The winning party has the right to collect from the other Party its reasonable costs and attorney's fees incurred in enforcing this Agreement.

### Agreed by the Parties through their authorised signatories

For and on behalf of  
**ASK INDUSTRIES S.p.A.**

For and on behalf of

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Place, Date