

## CONFIDENTIALITY AGREEMENT

Valencia, on 00/00/2020

### PRESENT

- I. On one side, MOLDBLADE S.L. with registered office at C/ Conde Altea 22 10 (46005) Valencia and with tax ID B98116742, duly represented by Mr. Javier Romero Bori, with ID 52658128L, in his capacity as Sole Administrator.
- II. On the other side, ....., with registered office at ..... and with tax ID ..... Duly represented by ..... in their capacity as Sole Administrator.
- III. Hereinafter, MOLDBLADE and ..... will be referred to together as the “Parties” and each individually as a “Party”.

### WHEREAS

- I. MOLDBLADE and ..... are interested in receiving certain information from each other, including Confidential Information (as defined below) in relation to the discussions and negotiations that the Parties usually maintain.
- II. With the aim of regulating the treatment of Confidential Information exchanged between the Parties, the Parties wish to sign this confidentiality agreement (the “Agreement”) subject to the following

### CLAUSES

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1. The Recitals form part of this Agreement and shall have the same force and effect as what is set forth in the body of this Agreement. Any reference to this Agreement shall include the Recitals. In this Agreement, the following words and expressions shall have the following meanings:

- (i) **“Effective Date”**: the date of this Agreement.
- (ii) **“Confidential Information”**: information relating to the Potential Operation provided by the Disclosing Party (or its affiliates or group companies) to the Receiving Party (or its affiliates or group companies) whether before or after the Effective Date that is confidential in nature regardless of whether it has been identified as such at the time of disclosure including, without limitation:

- a) All information expressly identified as “confidential,” “restricted,” or similar
  - b) The terms of this Agreement
  - c) The terms and conditions of the possible business or operation between the Parties in relation to the Potential Operation
  - d) All trade secrets
  - e) Existing or planned products, services, designs, technology, processes, engineering data, scientific data or technical materials, techniques, methodologies, and concepts related thereto whether such information has been communicated in writing, orally, visually, through a CD, or any other electronic means or in any other form.
  - f) Information relating to business plans, sales, or marketing methods, pricing, customer information, or supplier lists or requirements
  - g) Financial and accounting information
  - h) All confidential information related to or from any third party that is disclosed to the Receiving Party by the Disclosing Party or its affiliates.
- (iii) **“Receiving Party”**: the Party that receives Confidential Information from the other Party.
- (iv) **“Disclosing Party”**: the Party that discloses Confidential Information to the other Party.
- (v) **“Parties”**: the parties to this Agreement.
- (vi) **“Authorized Representatives”**: the authorized representatives, directors, managers, employees, agents, advisors, professionals of the Receiving Party or its affiliates or group companies provided that (i) it is necessary that such persons need access to the Confidential Information and (ii) such persons are obliged in writing to protect the confidentiality of the Confidential Information.

## **2. CONFIDENTIALITY OBLIGATIONS**

Notwithstanding Clause 3, the Receiving Party shall treat all Confidential Information as confidential and protect it from unauthorized access, use, or disclosure. The Receiving Party shall treat the Confidential Information as it would its own information of a similar nature and in any case with due diligence and care, and undertakes that:

- (i) without the prior written consent of the Disclosing Party, the Confidential Information will only be used for the study by the Receiving Party of the feasibility of the Potential Operation, its negotiation, financing, and/or execution;
- (ii) without the prior written consent of the Disclosing Party, no Confidential Information shall be disclosed in whole or in part by the Receiving Party to third parties (other than the Authorized Representatives of the Receiving Party). If the Receiving Party needs to transfer confidential information to its own suppliers or external collaborators in order to successfully carry out the business activity between the parties, it must obtain in writing from them the assumption of the confidentiality obligations in this current document.
- (iii) The Receiving Party shall use reasonable means to preserve the confidentiality of the Confidential Information.

The Receiving Party will be responsible for the acts or omissions of its employees, agents, or contractors concerning the obligations established in this Agreement.

### **3. EXCEPTIONS**

The provisions of Clause 2 shall not apply to any Confidential Information: que en el momento de la revelación esté en el dominio público, o

- (i) that after disclosure by the Disclosing Party is received by the Receiving Party from a third party provided that the third party (i) confirms to the Receiving Party that it is legally in possession of such information that it is not in breach of any legal obligation towards the Disclosing Party and (ii) does not require the Receiving Party to refrain from disclosing such information to third parties or
- (ii) that needs to be disclosed to comply with any legal or regulatory obligation of the Receiving Party. However, in this case, the Receiving Party undertakes to, whenever legally possible (i) inform in writing the Disclosing Party of this fact before the disclosure so that the Disclosing Party may oppose the disclosure or request a protective order and (ii) limit the disclosure to the minimum information that is legally required.

### **4. REMEDIES**

Without prejudice to any other action established by law, the Disclosing Party shall have the right to request injunctive relief without proof of actual damages to prohibit any threat or continued violation of this Agreement.

## **5. TERM**

- 5.1. This Agreement shall come into force on the Effective Date and shall expire within ten years from the Effective Date.
- 5.2. Notwithstanding any other provision of this Agreement, the rights and obligations of the Parties under this Agreement shall remain in force after the resolution or termination of this Agreement for a period of three (3) years from the date of resolution or termination provided that:
- (i) all Confidential Information has been returned to the Disclosing Party or destroyed (otherwise this Agreement shall continue in force with respect to such Confidential Information that has not been destroyed or returned) and
  - (ii) The Receiving Party shall keep confidential (a) the trade secrets of the Disclosing Party as long as such information is considered a trade secret and (b) the terms of this Agreement.

## **6. RETURN OF INFORMATION**

- 6.1. The Parties undertake that in the event that:

- I. the term of this Agreement expires or is resolved by any of the Parties or
- II. the negotiations and discussions between the Parties are suspended or
- III. any of the Parties decides not to proceed with the Potential Operation (and communicates it to the other)

the Receiving Party as soon as reasonably possible will return to the Disclosing Party all Confidential Information along with the copies of such information or destroy such Confidential Information (except to the extent that the Receiving Party is required to retain any Confidential Information or copies thereof by law or regulation or to comply with its internal policies).

- 6.2. In the event that any Confidential Information cannot be completely destroyed due to internal policies or electronic reasons (and therefore such Confidential Information remains in the possession of the Receiving Party on any computer or electronic device) the Receiving Party may not make any use or disclosure of the same.

## **7. NO TRANSFER OF RIGHTS TITLE OR INTEREST**

Each Party shall retain its rights titles and interests including all intellectual property rights relating to its Confidential Information. Any disclosure of such Confidential Information in accordance with this Agreement shall not be interpreted

as an assignment donation transfer of option license or similar of any right title or interest to the Receiving Party.

## **8. OTHER COMMITMENTS**

8.1. Each of the Parties undertakes that without the prior written consent of the other Party, it will not disclose to any third party the existence of negotiations and conversations between the Parties related to the Potential Operation nor its content nor development.

8.2. Each of the Parties agrees that neither of the Parties is nor will be obligated to associate with the other Party unless the Parties reach a written agreement in that regard.

## **9. GENERAL CLAUSES**

### **9.1. Complete Agreement**

This Agreement constitutes the complete agreement between the Parties concerning the exchange of Confidential Information between the Parties and replaces all previous confidentiality agreements and understandings both written and verbal related to the subject matter hereof.

### **9.2. Modification Waiver**

This Agreement may only be amended by a written agreement between the Parties.

### **9.3. Assignment**

This Agreement shall be binding and shall benefit the parties and their respective successors and assignees. The Company may not assign any of its rights or obligations under this Agreement without the prior written consent.

### **9.4. Severability**

If any provision of this Agreement is declared null or unenforceable, such provision shall be deemed modified to the extent necessary to make it valid and enforceable and the other provisions shall remain in full force and effect.

### **9.5. Applicable Law Jurisdiction and Competence**

This Agreement shall be governed by Spanish law.

The Parties agree that any dispute discrepancy question or claim arising from the performance or interpretation of this Agreement or related thereto directly or indirectly shall be resolved by the corresponding Courts waiving their own jurisdiction if they have one.

**9.6. Notifications**

Notifications authorizations consents and other communications related to the Contract (i) must be made in writing; (ii) shall be delivered in person with acknowledgment of receipt or sent by any means that proves the content and its date of sending; (iii) shall be sent to the recipients at the addresses or fax numbers indicated in this Clause (or to any other indicated by a Party to the other in writing).

COMPANY: MOLDBLADE S.L

Att: Javier Romero Bori

Address: C/ Conde Altea 22 10 (46005) Valencia

Tel.: +34 963 290 795

E-mail: [javier.romero@moldblade.com](mailto:javier.romero@moldblade.com)

COMPANY:

Att:

Address:

Tel.:

E-mail:

And in proof of agreement with its content, the Parties sign this Agreement in duplicate at the place and date of the heading.

<p><b>COMPANY</b></p> <p>P.p.</p>   <p>_____</p> <p>.....</p>	<p><b>COMPANY</b></p> <p>P.p.</p>   <p>_____</p> <p>.....</p>
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