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**Confidentiality Agreement**

Dated as of

**07/02/2022**

between

**Goldoni-Keestrack srl**

**and**

**Steve Caster**

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This confidentiality agreement (hereinafter referred to as the “**Agreement**”) is made and entered into as of this 12<sup>th</sup> may 2021 (hereinafter referred to as the “**Effective Date**”) by and between Steve Caster, unregistered natural person, (hereinafter referred to as “**Supplier**”) on one side and Goldoni-Keestrack srl., whose registered office is in Migliarina di Carpi, (MO) Via Canale 3, 41012 – Italy (hereinafter referred to as the “**Customer**”) on the other side

(Supplier and Customer are hereinafter also severally referred to as “**Party**” and collectively as the “**Parties**”)

## WHEREAS

- a) the Parties are currently engaged in technical and business discussions concerning disclosure of the technical drawings solutions provided by the Customer (the “**Purpose**”);
- b) in order to enable the Parties to evaluate the Purpose the Parties will exchange certain confidential and proprietary information (as defined below) and documents relating to their respective business;
- c) the Parties wish to set forth the terms and conditions governing the provision of such confidential information and document exchange.

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the Parties agree as follows.

### 1. Definitions

The following expressions shall have the meaning ascribed to them herein:

- 1.1. “**Confidential Information**” means any information disclosed or otherwise made available by directors, officers, employees, Associated Company, representatives (including, without limitation, financial advisors attorneys and accountants) or agents (collectively, “**Representatives**”) of one of the Parties (the “**Disclosing Party**”) to the Representatives of the other Party (the “**Receiving Party**”) either:

- a) in any document, tape, disk or Computer Assisted Design material, analyses, studies, etc. marked by the Disclosing Party as confidential, proprietary, secret, private, or the like and carrying the date of disclosure, or

b) verbally, provided that any information disclosed verbally shall have been stated to be confidential at the time of the oral disclosure.

Confidential Information also includes, without limitation, any specification, layout, design, drawing, formula, technique, algorithm, computer program, know-how, sample product, test data, information related to engineering, manufacturing, sales, marketing, management or quality control, customer lists, financial information or other information related to the business operations of the Disclosing Party.

1.1.1 Confidential Information does not include information which:

- a) is in the public domain at the time of disclosure to the Receiving Party or thereafter enters the public domain without breach of the terms of this Agreement;
- b) is already known by the Receiving Party at the time of disclosure (as the appropriate written documents, register or records shall prove) having not been obtained in violation to any obligation of confidentiality;
- c) is developed independently of the Disclosing Party and in good faith by or on behalf of the Receiving Party; or
- d) becomes known from a third person in good faith or from a source unconnected with either of the Parties hereto without breach of the terms of this Agreement.

1.2. **"Associated Companies"** means any domestic or foreign company established at the Effective Date that is directly or indirectly controlling the concerned Party and/or controlled by the concerned Party or in which the concerned Party holds directly or indirectly 75% of its share capital.

**2. Confidentiality Undertaking**

2.1. The Confidential Information shall be kept confidential and, except as otherwise agreed in writing by the Parties, shall not be:

- a) disclosed, either directly or indirectly by the Receiving Party or its Representatives in any manner whatsoever, in whole or in part, and
- b) used by the Receiving Party or its Representatives for any purpose whatsoever other than for the Purpose.

2.2. The Receiving Party shall use in protecting the Confidential Information at least the same degree of care it uses in protecting its own confidential information.

2.3. Receiving Party shall disclose the Confidential Information only to those Representatives of its company who need to know the Confidential





Information for the purposes of formulating or evaluating the Purpose, who (before disclosure of the Confidential Information to them) are informed of the confidential nature of the Confidential Information and who agree to act in accordance with the terms and conditions of this Agreement, as if they were a party hereto, and to comply with any applicable securities laws. Each Party shall procure that all of its Representatives, to whom such disclosure is made, will act in accordance with the terms and conditions of this Agreement, as if each of them were a party hereto, and each Party agrees to be responsible for any breach of this Agreement by any of its Representatives, having been so instructed.

- 2.4. The Receiving Party may however disclose any such Confidential Information to its Associated Companies who need to know the same for the Purpose.
- 2.5. The Receiving Party or its Representatives shall not use the Confidential Information on its own behalf, particularly for its own commercial gain or to gain an unfair competitive advantage over the other Party.
- 2.6. In the event that Receiving Party or any of its Representatives are requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the Confidential Information, the Receiving Party will notify the Disclosing Party promptly so that the latter may seek a protective order or other appropriate remedy or, in its sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained, or that the Disclosing Party does not waive compliance with the terms of this Agreement, the Receiving Party will furnish only that portion of the Confidential Information which is legally required, and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information.

### **3. Return of Confidential Information**

Upon termination of this Agreement or at any time upon written request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party or, at the Disclosing Party's option, destroy all the Confidential Information without retaining any copies and shall give confirmation in writing of said destruction.

### **4. No Representation**

Neither of the Parties make any express or implied representation or warranty as to the accuracy, reliability or completeness of the Confidential Information expressly disclaiming any and all liability that may be based on the

Confidential Information, including any errors therein or omissions there from. The Parties further agree that they are not entitled to rely on the accuracy or completeness of the Confidential Information.

**5. No Granting of Rights**

For the avoidance of doubt, nothing in this Agreement shall be interpreted as the grant by the Disclosing Party to the Receiving Party or right of license of any intellectual or industrial property on the Confidential Information disclosed.

**6. No Agency**

The relationships between the Parties resulting from this Agreement may under no circumstances create commercial agency relations and neither Party shall have the right to bind the other on the basis of this Agreement.

**7. Notices and Communications**

Supplier and Customer have each designated a contact person for the exchange of Confidential Information. All written communication relating to this Agreement shall be routed through the respective contact persons who are:

For: Supplier

For Customer:

Via Canale 3,41012 Migliarina di  
Carpi- Italy

Without the prior written consent of the other Party, none of the Parties and their Representatives shall not, directly or indirectly disclose to any person or entity (and in particular Representatives shall only disclose on a need to know basis to those officers, directors, employees or advisers of the relevant Representative for the Purpose): (i) that the Confidential Information has been made available; (ii) that discussions or negotiations are taking place or have taken place concerning the Purpose or any of the terms, conditions or other facts of the same, including the status thereof; (iii) nor will make any announcement of any of the matters referred to above.

**8. No Commitment**

8.1. This Agreement does not create any obligation on either of the Parties:

a)to disclose Confidential Information to the other Party, or

b)to bind themselves by contract, with the other in the future, or





c)to provide Confidential Information they do not deem necessary for the pursuance of the objectives set forth in the preamble.

- 8.2. Each of the Parties acknowledges that the provision of Confidential Information shall in no way create any obligation on the other Parties in relation to the Purpose and the entering into any commercial agreement.

**9. Costs**

Each Party will bear any costs or expenses in which incurs in connection with this Agreement.

**10. Governing Law and Disputes**

This Agreement shall be construed according with and governed by the material laws of Italy and the court of Torino shall have exclusive jurisdiction in reference to any legal actions with respect to this Agreement.

**11. No Waiver**

No failure or delay by either of the Parties in exercising any right under this Agreement and no amendments shall operate as a waiver thereof, and neither this paragraph nor any provision in this agreement can be waived or amended except by written consent of the other Party, which consent shall specifically refer to this paragraph (or such other provisions) and expressly makes such waiver or amendment.

**12. Entire Agreement**

This Agreement sets forth the general understanding of the Parties hereto and supersedes all prior agreements, covenants and arrangements between the Parties.

**13. Duration**

- 13.1. This Agreement shall enter into force and effect on the Effective Date and shall remain into force and for a period of 5 years.
- 13.2. The Agreement may be terminated earlier by either Party giving thirty (30) days written notice to the other party of its intention to terminate.
- 13.3. Unless otherwise agreed in writing by the Parties, the confidentiality and no-disclosure obligations imposed herein shall survive the termination of this Agreement for a period of 5 (five) years from the termination set forth in article 13.1 above.

**14. Severability**

If any of the provisions of this Agreement are or become invalid, in whole or in part, the other provisions shall remain in force.

**15. Assignment**

No Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Parties.

**16. Amendments**

This Agreement may not be amended by the Parties except in writing.

IN WITNESS OF THIS AGREEMENT, each of the Parties has caused this Agreement to be duly executed by its authorized representative with effect from the date first above written.

**Goldoni Keestrack s.r.l.**

**Individual Natural Person**

By: \_\_\_\_\_

By \_\_\_\_\_

Name: Roberto Lopes

Name: Steve Caster

Title: CEO

Title