

MUTUAL CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made and entered into as of 25 February 2020 between **the UNIVERSITY OF FOGGIA**, established at the Via Napoli 121, 71122 Foggia FG, Italy and **TRANSMISSIBLE BV**, EORI NL858816611, established at Randhoeve 221, Unit 01.09, 3995 GA Houten, (each a "Party," and collectively the "Parties").

1. The Parties wish to translate and adapt the educational game ' FLUFIGHTERS'™ (© 2020 By Pandemos) to the Italian context ("the Project"). In this effort, each Party may disclose to the other certain confidential technical and business information about such Party which the Disclosing Party desires the Receiving Party to treat as confidential. The Receiving Party will use the Confidential Information solely for the purposes of conducting the Project. Nothing in this Agreement obliges either Party to disclose information to the other Party.
2. Confidential Information means any information provided by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") which is not public knowledge or generally known by the Receiving Party prior to the date of this Agreement and includes, but is not limited to, trade secrets, drawings, know-how, techniques, business and marketing plans, projections, profit and loss statements, financial information, management reports, arrangements and agreements with third parties, customer information, formulae, customer lists and business contacts, technical information, pricing, consulting methodologies, clinical data, software, manufacturing processes, product performance data, business methods, and projections, marketing, technical data, and prototypes.
3. The existence of this Agreement and/or the nature of the business considered or conducted between the Parties shall not be disclosed at any time by one Party without the prior written permission of the other Party.
4. Confidential Information does **not** include,
 - i) Information that, prior to the time of disclosure was in the public domain,
 - ii) Information that entered the public domain after the time of its disclosure provided that the release of this information into the public domain is not in violation of this Agreement, or to the Receiving Parties knowledge, any other confidentiality agreement.
 - iii) Information that the Receiving Party can establish in writing was already known to it or was in its possession prior to the time of the disclosure and was not acquired, directly or indirectly from the Disclosing Party.
 - iv) Information that was independently developed or discovered by the Receiving Party without the use of the Disclosing Party's Confidential Information.
 - v) Information that the Receiving Party is required to disclose by statute, rule, regulation, judicial process or in connection with litigation to which it is a party, provided that the Receiving Party promptly notifies the Disclosing Party and the Receiving Party takes all reasonable and lawful actions to obtain confidential treatment for such disclosure, and if possible, minimise the extent of such disclosure.
5. Both Parties agree to keep the Confidential Information in the strictest confidence. The Receiving Party will only use the Confidential Information for the purpose in which it was intended and not for any other purpose. The Receiving Party further agrees to disclose

the Confidential information only to employees, directors, consultants and advisors of the Receiving Party who are required to have the information in order to evaluate or engage in discussions concerning the business relationship, provided that these third parties or employees are obliged by their contracts of employment or service not to disclose the Confidential Information. The Receiving Party shall use the same degree and level of care, to prevent the unauthorised use or disclosure of the Confidential information as it would exercise in protecting its own information of a similar nature.

6. The Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use, copying or disclosure of the Confidential Information. The Receiving Party must promptly do anything reasonably required by the Disclosing Party to prevent or restrain a breach of this Agreement.
7. The Disclosing Party retains the exclusive ownership of and rights in the Confidential Information at all times. Nothing in this Agreement will be construed as granting or providing a licence or otherwise transferring either directly or indirectly any right or property in such Confidential Information to the Receiving Party, either expressly or by implication.
8. The Receiving Party must not copy, reproduce or reverse engineer any of the Confidential Information other than for the approved purpose.
9. Nothing herein shall obligate either Party to proceed with any transaction. Each Party agrees that no contract or agreement providing for a transaction shall exist until definitive agreements have been executed and delivered by duly authorized representatives of each Party.
10. The Disclosing Party makes no representations or warranties as to the accuracy or completeness of the Confidential Information. Confidential information is provided "as is". The Disclosing Party is not liable for any loss or damage however caused, suffered or incurred by the Receiving Party in connection with the Confidential Information.
11. All documents and other tangible objects containing or representing Confidential Information and all copies in the possession of a Party shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon written request. Confidential Information in electronic form will be deleted or destroyed at the Disclosing Party's request.
12. The obligations set forth in this Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of either Party.
13. The Receiving Party agrees that the disclosure of Confidential Information to any third party without the express written consent of the Disclosing Party may cause irreparable harm to the Disclosing Party and that in addition to any other remedy which may be available at law, the Disclosing Party is entitled to injunctive relief to prevent a breach of this Agreement.
14. Unless otherwise indicated, the following rules of interpretation shall apply,
 - i) A reference to a Party to this Agreement includes the Party's successors, permitted substitutes and permitted assigns,
 - ii) Headings are for convenience only and do not affect interpretation.

15. The Parties agree that this Agreement constitutes the entire agreement between the parties and any modification or change will be in writing and executed by the Parties.
16. If any provision of this Agreement is found to be unenforceable, the unenforceable provision shall be deemed to be severed and the remainder will be read and construed as if the severable provision had never existed.
17. This Agreement may be executed in two or more counterparts. Signatures to this agreement received by facsimile, electronic mail in scanned format, or other electronic means shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOFF, the parties below execute this Confidentiality Agreement as of the date first noted above.

Signed for and on behalf of

Signed for and on behalf of

University of Foggia

Pandemos BV

Signature: _____

Signature: _____

Name: Domenico Martinelli
Position: Professor for Public Health

Name: Arnold Bosman
Position: Director

Signature: _____

Name: NAME
Position: Student