

## **CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT made and entered by and between

**LUIGI LAVAZZA S.p.A.**, a company duly organised and existing under the laws of Italy and having its registered office in Via Bologna 32, Turin, Italy (hereinafter referred to as "LAVAZZA")

and

**University of Foggia**, a company duly organised and existing under the laws of Italy and having its registered office at Via Gramsci, 89/91, Foggia, Italy, (hereinafter referred to as "**UNIFG**")

hereinafter separately referred to as "Party" and jointly referred to as "Parties"

### **WHEREAS**

- A) LAVAZZA produces and sells coffee and coffee machines and possesses certain and valuable technical and commercial information relating to such products, as well as designs, manufacturing and commercial data, information, knowledge and know-how relating to said products, which information is confidential and proprietary to LAVAZZA;
- B) UNIFG is a University, and possesses certain and valuable technical information relating to Packaging sector, as well as knowledge and know-how, which information is confidential and proprietary to UNIFG;
- C) the Parties desire to communicate with each other for the purpose of investigating and evaluating the feasibility of a business relationship between LAVAZZA, directly or through its Associated Companies, and UNIFG (specifically, Prof. Matteo Alessandro Del Nobile and Prof. Amalia Conte) concerning Packaging and Shelf life of coffee pods (hereinafter referred to as the "Authorised Purpose");
- D) in connection with the Authorised Purpose, it may become necessary for UNIFG and LAVAZZA to disclose to each other certain of their proprietary information, which information the Parties regard as strictly confidential.

NOW THEREFORE, in consideration of the premises and the mutual covenants, terms and conditions hereinafter set forth in this Agreement, LAVAZZA and UNIFG agree as follows:

### **1) DEFINITIONS**

In this Agreement, the following words shall have the meaning hereinafter ascribed to them:

- **Agreement** shall mean the present confidential agreement;

- **Authorised Purpose** shall mean the investigation and evaluation of the feasibility of a business relationship between LVAZZA and UNIFG concerning the Authorised Purpose described at point c) of the Whereas;
- **Associated Companies** shall mean any subsidiary or holding company, and subsidiaries of such holding company of either of the Parties;
- **Disclosing Party** shall mean the Party, including its Associated Companies, disclosing its Proprietary Information to the other Party;
- **Legally Binding Contract** shall mean the contract which the Parties may decide to enter into on the basis of the results of the Authorised Purpose;
- **Parties** shall mean UNIFG and LVAZZA;
- **Proprietary Information** shall mean any and all technical, qualitative and tasting, manufacturing, business, financial, operational, administrative, marketing or economic information, data, documents, designs, patents, copyright, other intellectual property, materials, product samples, procedures, methods and know-how pertaining to LVAZZA or UNIFG, as the case may be, disclosed by either Party to the other Party, whether orally or in writing or in pictorial form or by any other means, in connection with the Authorised Purpose, as well as any and all written information, documents and designs of whatsoever kind marked, in any language, as confidential or proprietary or secret;
- **Receiving Party** shall mean the Party, including its Associated Companies, receiving the other Party's Proprietary Information.

## **2) CONFIDENTIALITY OBLIGATION**

Each Party acknowledges the confidential nature of any and all the other Party's Proprietary Information disclosed to it by the other Party pursuant to this Agreement and hereby undertakes:

- a) not to divulge or disclose to third parties, in whole or in part, nor orally nor in writing nor in pictorial form nor in whatsoever other form, any other Party's Proprietary Information without the other Party's prior express consent in writing;
- b) not to use, in whole or in part, any other Party's Proprietary Information for any purpose other than the Authorised Purpose;
- c) not to divulge or disclose to third parties the fact that it has entered into this Agreement and is working at the Authorised Purpose;
- d) not to divulge or disclose to third parties, in whole or in part, the results of the studies related to the Authorised Purpose.

## **3) INFORMATION NOT DEEMED CONFIDENTIAL**

The obligation of confidentiality provided for by art. 2 of this Agreement shall not apply to either Party's Proprietary Information which:

- a) at the date of the disclosure is or becomes within the public domain through no fault of the Receiving Party or no act of the Receiving Party in breach of this Agreement;
- b) was lawfully in the possession of the Receiving Party prior to its disclosure hereunder and the Receiving Party can so prove;
- c) was disclosed to the Receiving Party by a third party having the right to do so and without any restriction on use or disclosure and the Receiving Party can so prove;
- d) has been independently developed by the Receiving Party and the Receiving Party can so prove;
- e) the Receiving Party is legally requested to disclose by any Authority, provided that in such a case the Receiving Party promptly provides the Disclosing Party with a written notice so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement;
- f) the Disclosing Party has previously authorized in writing to divulge or communicate to third parties.

#### **4) NON DISCLOSURE OBLIGATIONS**

- 4.1. The Receiving Party shall treat and consider all the other Party's Proprietary Information in strict confidence and as its own Proprietary Information.
- 4.2. The Receiving Party shall ensure proper and secure storage for all other Party's Proprietary Information in its possession.
- 4.3. The Receiving Party shall restrict the number of its employees and/or consultants that will have access to the other Party's Proprietary Information to those employees and consultants directly concerned with the Authorised Purpose and shall procure that such key employees and consultants to whom the disclosure is to be made is firstly made aware of the confidential nature of the disclosure and adheres to the terms of this Agreement.
- 4.4. The Receiving Party shall not copy, duplicate, reproduce or record in whatsoever manner the other Party's Proprietary Information save as may be necessary for circulation among said key employees and consultants.

#### **5) TERMS OF VALIDITY**

This Agreement shall enter into force on its execution and, save as otherwise provided for by art. 7, shall expire after 2 (two) years from its signature.

#### **6) RETURN OF INFORMATION**

Unless the Parties enter into a Legally Binding Contract which makes suitable provisions for the confidentiality thereof, promptly after the expiry of this Agreement, the Receiving Party shall return to the Disclosing Party any and all the Disclosing Party's Proprietary Information in its possession, together with all the relevant copies, extracts or records thereof. The Receiving Party shall also cancel, delete or destroy all digital data containing Disclosing Party's Proprietary Information, including but not limited to projects, studies, tests, drafts, demos and every preparatory activity in the development of the Authorized Purpose.

#### **7) SURVIVAL OF OBLIGATIONS AFTER TERMINATION**

Except as otherwise agreed upon in writing between the Parties the obligations of confidentiality provided for by art. 2 shall survive and continue to be valid and in force, whether or not a Legally Binding Contract is concluded, for a period of three (3) years from the date of the last disclosure of the Proprietary Information.

#### **8) EXCLUSION OF REPRESENTATION OR WARRANTY**

- 8.1 Each Party acknowledges that no right or licence of use is granted to the other Party in relation to the Proprietary Information disclosed pursuant to this Agreement, save as expressly provided for in this Agreement.
- 8.2 Each Party acknowledges that no representation or warranty is made to the other Party in relation to the accuracy or completeness or otherwise of the Proprietary Information disclosed pursuant to this Agreement.
- 8.3. It is understood between the Parties that the present Agreement makes no representation nor assurance for the future conclusion of Legally Binding Contracts governing future business relationship between the Parties and related to the Authorized Purpose.

#### **9) ENTIRE AGREEMENT**

This Agreement sets forth the general understanding of the Parties hereto with respect to the matter covered herein and therein and supersedes all prior agreements, covenants, arrangements, communications, representations and warranties, whether oral or written, by any officer, employee or representative of either Party

**10) GOVERNING LAW - JURISDICTION**

This Agreement shall be governed by and construed in accordance with the substantive laws of Italy. Any dispute arising out of or in connection with this Agreement shall be finally settled by the competent court of Turin, Italy.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands the day and year first above written.

**UNIFG**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Role:** \_\_\_\_\_

**Date and Place:** \_\_\_\_\_, \_\_\_\_\_

**LUIGI LAVAZZA S.p.A.**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Role:** \_\_\_\_\_

**Date and Place:** \_\_\_\_\_, \_\_\_\_\_