

**CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT
MUTUAL**

Made this agreement on *June 13th, 2024* (the “Effective Date”) between:

Chelab S.r.l., a company duly organized under the laws of Italy, having its principal place of business and registered office at Via Fratta, 25, 31023 Resana (TV), ITALY, fiscal code and VAT number 01500900269, in the person of Sylvan Dahiot, the legal representative, hereinafter called "Chelab",

and

University of Foggia, a company duly organised and existing under the laws of Italy and having its registered office at Via Arpi, 176- Foggia, Italy, (hereinafter referred to as "UNIFG") in the person of Barbara De Serio, director of the department of Humanistic Studies. Letters, Cultural Heritage, Educational Sciences

Hereinafter referred as individually and indifferently the “Party” or collectively the “Parties”.

WHEREAS

The Parties desire to carry out the activities listed in Annex A in favor of the Disclosing Party and its subsidiaries, hereinafter the “Project”.

The purpose of this Agreement is to regulate the treatment of any Confidential Information (as hereinafter defined) which may be disclosed by either of the Parties to the others so as to protect the proper interests of the Disclosing Party whilst the information is in the possession or control of the Receiving Party.

For purposes of this Agreement, "Affiliates" shall mean with respect to either Party, any entity, directly or indirectly, controlling, controlled by or under common control with such Party, for only so long as such control exists. For purposes of this definition, "control" means (a) in case of corporate entity, direct or indirect ownership of more than fifty percent (50%) of the stock or shares having the right to vote for the election of directors of such entity; or (b) in the case of an entity that is not a corporate entity, the possession, directly or indirectly, of the power to direct, or cause the direction of, the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling," "controlled by" or "under common control" shall have the meanings comparable to the foregoing.

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereto intending to be legally bound agree as follows:

NOW, THEREFORE, IT HAS BEEN AGREED AS FOLLOWS

I – DEFINITION OF CONFIDENTIAL INFORMATION

Each of the parties (hereinafter the “Disclosing party”) may disclose, or may have disclosed to the other party (hereinafter the “Receiving Party”), orally and/or in writing or by visual observations any other tangible or intangible form, certain proprietary confidential information, samples, method of analysis, trade secrets, know-how, materials and/or data, including but not limited to financial, marketing, technical, non-technical and/or scientific information, and other similar information, whether or not marked or otherwise identified as “confidential” or “proprietary” (hereinafter the "Confidential Information").

Confidential Information is disclosed for the sole purpose of discussing the Project, and the parties represent and warrant that they shall not use the Confidential Information for any other purpose whatsoever.

II – CONFIDENTIALITY OBLIGATIONS

The Receiving Party shall not disclose, directly or indirectly, the Confidential Information to any third party out of the consortium (person or entity), other than its duly authorized representatives, employees, directors, officers, agents, or those of its Affiliates company, its Affiliates company who have a need to know for the purpose stated above and who are bound by the obligations stated herein, without the express, previous and written consent and knowledge of the Disclosing Party. The Confidential Information shall not be used, copied, reproduced, in whole or in part, without the Disclosing Party's prior written consent, for purposes other than the Project above stated.

In this regard, each Party shall maintain the Confidential Information in confidence and shall take:

- (i) the appropriate precautions to not disclose any of the Confidential Information and
- (ii) at least the same precautions to avoid disclosure of the Confidential Information that it would take with its own confidential information, but in any event no less than reasonable precautions in accordance with the business standard.

As it may be necessary from time to time for either Party to supply samples of its products or material to the other Party to enable the latter to perform the necessary performance tests and evaluation, during the term of this Agreement and for a further period of three (3) years thereafter, the Receiving Party undertakes to maintain all Disclosing Party's samples as strictly confidential and not to analyse, reverse engineering, or let third parties analyse or reverse engineering any samples or in any way attempt to determine the structure and/or composition of any samples supplied by the Disclosing Party.

It is also agreed between the parties that all Confidential Information shall remain the sole and exclusive property of the Disclosing Party.

In the event of a breach or threatened breach of any of either Party's duties and obligations under the terms and provisions of the Agreement hereof, the other party shall be entitled, in addition to any legal or equitable remedies it may have in connection therewith (including any costs, attorney fees and right to damages that it may suffer), to injunctive relief sufficient to restrain such breach or threatened breach.

III - EXCEPTIONS TO RESTRICTIONS

The confidentiality and non-use obligations hereunder shall not apply to information which:

- (i) is in or hereafter enters the public domain through no fault of the Receiving Party ;
- (ii) has been obtained from a third party having the legal right to use and disclose the same;
- (iii) is in the possession of the Receiving Party who received it prior to its receipt from discloser, as evidenced by records predating such receipt;
- (iv) is independently developed by the Party, without reference to information received hereunder, as evidenced by the party's written records;
- (v) is legally subjected to disclosure as the result of an order or requirement of a court of competent jurisdiction, a governmental agency or law.

IV - NO GRANTS OF RIGHTS

No right to license whatsoever, either expressed or implied, is granted pursuant to this Agreement under any copyright, trade secret, trademark, trademark application, patent, patent application, or any other proprietary right now or hereafter owned or controlled by each of the parties and this Agreement shall create no obligation on the part of the parties to initiate or continue any discussions, collaborations or further relationships.

V - TERM

This Agreement shall commence on the Effective Date and shall expire on 1 year.
The confidentiality obligations contained in this Agreement shall survive a period of three (3) years thereafter.

VI - RETURN OF MATERIALS

At any time upon written request of the other Party, except as required by law or regulation, and subject to the exceptions set forth herein, the receiving Party will destroy the Confidential Information received from the disclosing Party and confirm to the disclosing Party in writing such destruction. Notwithstanding the foregoing or any other provision in this Agreement to the contrary, (a) the obligation to destroy and confirm does not apply to any computer records or files that have been created pursuant to the receiving Party's automatic archiving and back-up procedures and (b) the receiving Party may retain one archival copy of the Confidential Information in accordance with its policies, solely to demonstrate its compliance with the terms and conditions of this Agreement; provided, that such computer records, files, Evaluation Materials and archival copy shall otherwise be subject to the receiving Party's confidentiality obligations in accordance with the terms of this Agreement.

VII - GOVERNING LAW

This Agreement shall be governed by the Laws of the Italy, without reference to any conflict of law provisions. All disputes arising out of or in connection with the present contract shall be subject to the exclusive jurisdiction of the competent court according to the registered office of Chelab.

VIII - ENTIRE AGREEMENT / AMENDMENTS

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the Parties (whether written or oral) relating thereto.

No modification shall be effective unless made in writing and signed by a duly authorized representative of each Party.

IN WITNESS WHEREOF, THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES HAVE EXECUTED THIS AGREEMENT IN DUPLICATE AS OF THE DATE SET FORTH HEREBABOVE.

For: Chelab S.r.l.

For: University of Foggia

Name: Sylvain Dahiot
Title: CEO

Name: prof. Barbara De Serio
Title: director of the department of Humanistic
Studies. Letters, Cultural Heritage, Educational Sciences

ANNEX A

The Project:

Recently, academic research, industries, and consumers have gained awareness about the impact of agri-food practices on economy, environment, and human health. These concerns have oriented the food packaging sector towards the development and adoption of novel and sustainable measures, paving the way to a greener era. One of the main pillars of this complex and multifaceted process is the extraction of added-value compounds from renewable resources, as fruit and vegetable by-products, through a biorefinery approach. Plant by-products and compounds thereof can indeed be used to formulate novel food packaging materials, due to their multi-dimensional advantages starting from waste utilization to ensuring food safety and ending as a biodegradable material. The phenolic compounds present in the by-products such as peel, skin, roots, and seed may significantly inhibit lipid oxidation, enzymatic browning, and microbial growth. In addition, the anthocyanins extracted from the skin, pomace, and bran show color changes due to pH variation. Therefore, materials from plant-by-products have the potential to be exploited for the development of novel active bio-based packaging systems to extend the shelf life of packed foods. Despite having innate potential in forming continuous and cohesive polymer networks, biopolymers such as polysaccharides and proteins possess several limitations regarding the structural integrity of the films. These limitations are due to the hydrophilic nature of most of these biopolymers, which are sensitive to water vapor and lead to moisture absorption and physical instability. Therefore, further comprehensive investigations and improvements are essential to optimize the process conditions and to obtain the desirable film characteristics for food packaging. It is surprising that the applications of these biodegradable materials to final food are still very limited at few cases.

In this context, the present project is aimed to develop new sustainable active packaging, using natural polymers fortified with by-products or their extracts, to be intended as valid and viable option for developing active systems. Considering that the literature on the topic generally lacks an interdisciplinary approach and highlights the sole by-product characteristics, without combining the scientific and technological feasibility assessments with an analysis of the real economic and environmental impact, the aim of this project is to make headway in the so far used approach to solve the problem, by simultaneously focusing the attention on main interdisciplinary factors that could make industrial food by-products an effective entry point to mitigate the greater problem of by-products. Therefore, on one hand the project will aim to study by-products and related extracts for a possible valorization as low-cost ingredients for active food packaging applications, also assuring safety concerns. On the other hand, product characteristics, mainly in terms of biodegradability, lifecycle assessment, and environmental sustainability, together with economic aspects will be also considered to explore how they could influence the subsequent market entry. The recognized properties of by-products in terms of antimicrobial, antioxidant and/or anti-browning activity could be valorized in bio-based polymeric matrices that in contact with food can control main detrimental phenomena. Among the fruit and vegetable by-products, the project will focus the attention on winery and olive pomace, pomegranate and prickly pear peel, being source of diverse class of phenolic compounds, lignins and many valuable phytochemicals. These by-products are very abundant in Mediterranean area where these food productions are more diffused, thus suggesting that their recycling in new active packaging could certainly provide relief to both agro-food processing industries and environment. Phenolic compounds will be integrated into bio-derived polymeric matrices, including polysaccharides such as cellulose and alginate, to develop innovative food packaging materials via cold-extrusion and spraying techniques, ensuring the preservation of the compounds' bioactivity.