

Agreement made this day of, 2008

between

.....
..... is a Company organized and existing pursuant to the Laws of ,having its principal place of business in..... , (hereinafter referred to as..... **and**

D.C.C. CAMBIERI CONSULTING, having its registered address in Via
Madonna 6 MOMBELLO (Italy).
(hereinafter referred to as CAMBIERI CONSULTING).

WITNESSETH:

WHEREAS, and CAMBIERI CONSULTING, as owner, is entitled to disclose certain scientific, technical , economic and/or business information about scientific data, marketing and possible applications data relating to its company activities which are proprietary in nature (hereinafter referred to as INFORMATION);

WHEREAS, and CAMBIERI CONSULTING is interested in evaluating such INFORMATION for the purpose of assessing its possible business interest in the above mentioned activities;

WHEREAS, for the purpose of such evaluation, and only for that purpose, and CAMBIERI CONSULTING are available to disclose together such INFORMATION.

WHEREAS the parties wish to set forth the terms and conditions under which such disclosure will take place;

It is now agreed as follows:

- 1) and CAMBIERI CONSULTING shall consider all INFORMATION supplied hereunder as strictly confidential and therefore shall not

disclose such INFORMATION to any third party. These restrictions shall not apply to:

- a) INFORMATION which, at the time of disclosure, is generally known to the public;
 - b) INFORMATION which, after disclosure, becomes generally known to the public by publication or otherwise except by breach to this Secrecy Agreement by and CAMBIERI CONSULTING;
 - c) INFORMATION that and CAMBIERI CONSULTING can establish by competent proof, was in 's and CAMBIERI CONSULTING's possession at the time of disclosure;
 - d) INFORMATION which shall be required to be disclosed in a judicial or administrative proceeding or by applicable law. In this case and CAMBIERI CONSULTING shall notify that has an opportunity to make appropriate representations to a Court or other body to attempt to secure that INFORMATION is kept confidential. Further and CAMBIERI CONSULTING may disclose only that portion of INFORMATION which it is required to disclose in a judicial or administrative proceeding or by applicable law;
 - e) INFORMATION which is independently developed by and CAMBIERI CONSULTING's employees not having access to the INFORMATION disclosed to and CAMBIERI CONSULTING;
 - f) INFORMATION which is disclosed to and CAMBIERI CONSULTING by a third party which has a right to disclose it to and CAMBIERI CONSULTING;
 - g) INFORMATION which is released from confidentiality in writing by:
- 2) and CAMBIERI CONSULTING agree that it will not use INFORMATION for any purpose other than its evaluation of interest in, and performance of, its obligations in connection with this Agreement.

3) and CAMBIERI CONSULTING agree to disclose the INFORMATION only on a “need to know” basis and only to those of and CAMBIERI CONSULTING’s employees and consultants who are directly concerned with the use and evaluation of such INFORMATION and who are bound by obligations of confidentiality and non-use at least as stringent as those set forth herein.

Upon disclosing the INFORMATION to any such persons, and CAMBIERI CONSULTING shall advise them of the confidential nature of the INFORMATION and shall instruct them to take reasonable precautions to prevent the unauthorized disclosure thereof. For purpose of this paragraph, “reasonable precautions” shall include at least those precautions which and CAMBIERI CONSULTING would take with its own information which and CAMBIERI CONSULTING considers to be confidential and proprietary.

4) Unless otherwise required by law, neither and CAMBIERI CONSULTING nor their respective employees and consultants shall disclose to any person either the fact that discussions or negotiations are taking place concerning the possible interest of and CAMBIERI CONSULTING in business activities or any of the terms, conditions or other acts with respect to any such discussions or negotiations, including the status thereof and the fact that INFORMATION has been made available byto CAMBIERI CONSULTING.

5) and CAMBIERI CONSULTING hereby understand and acknowledge that this agreement is not making any representation or warranty, express or implied, as to the accuracy or completeness of INFORMATION. ,’s employees and consultants shall not have any liability to and

CAMBIERI CONSULTING or any other person resulting from the use of INFORMATION.

6) Either party shall have the right to terminate this Agreement upon written notice to the other party, however the obligation of confidentiality and non-use set forth herein shall remain in effect for the period set forth in paragraph 7 herein.

7) Either at termination or upon request of each part, CAMBIERI CONSULTING and shall promptly return to either part all the INFORMATION supplied hereunder or destroy all such INFORMATION provided and CAMBIERI CONSULTING will not disclose and use this INFORMATION for a period of five (5) years from the date of this Agreement and CAMBIERI CONSULTING shall be entitled to retain only one set of all such INFORMATION for the sole purpose of monitoring and CAMBIERI CONSULTING's obligations hereunder.

8) and CAMBIERI CONSULTING each acknowledge that any violation or threatened violation of this Agreement shall cause irreparable injury to the non-breaching party and, without prejudice to the rights and remedies otherwise available, the non-breaching party shall be entitled to equitable relief by way of injunction if the breaching party breach or threaten to breach any of the provisions of this Agreement.

9) This Agreement is acknowledged to have been made in and shall be construed, governed, interpreted and enforced in accordance with the substantive laws of Italy, without giving effect to its conflict of laws provisions. Any disputes under this Agreement shall be subject to the exclusive jurisdiction and venue of the Milan Court

and the parties hereby consent to the personal and exclusive jurisdiction and venue of this Court for any legal action relating to this Agreement.

10) Notwithstanding anything hereinabove, neither party hereto shall be obliged to enter into further agreement relating to the INFORMATION. This Agreement, the resulting disclosure of INFORMATION and any subsequent discussion between the parties shall not create any right or obligation other than those stated herein. In particular, nothing contained herein shall be construed as granting or implying any rights under any INFORMATION or relevant know-how or patents in favor of and CAMBIERI CONSULTING.

11) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assignees and successors in interest. and CAMBIERI CONSULTING not assign this Agreement, in whole or in part, except with the prior written consent of

12) Notices to be given under this Agreement shall be sent to the concerned party to the relevant address set out at the head of this Agreement or to any other address as notified in writing to the other party for this purpose

13) Accepted and agreed by the parties through their authorized signatories

For and on behalf of

For and on behalf of

D.C.C. CAMBIERI CONSULTING

Name Maurizio CAMBIERI
Title Owner

Name
Title