

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement is effective as of _____, 202_.

Between

ASK INDUSTRIES S.p.A., a company incorporated under the laws of Italy, with registration number IT 00091200428, having its registered office at Viale delle Officine Meccaniche Reggiane 1/F, 42124 Reggio Emilia (RE), Italy (hereinafter referred to as “**ASK**”)

and

_____, a company incorporated under the laws of _____, with registration number _____, having its registered office at _____ (hereinafter referred to as the “**Company**”).

Hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”.

WHEREAS

- A. ASK operates in the field of research, design, development, production, and sales of high-quality and innovative car audio systems for in-vehicle infotainment, cables and antenna systems for car connectivity.
- B. ASK and the Company wish to exchange certain information with the aim of assessing whether there is a mutual interest in a possible collaboration (the “**Permitted Purpose**”).
- C. The Parties reserve the right to define the scope and perimeter of the Permitted Purpose in a specific and detailed manner, through written agreements or formal communications, which will form part of this Agreement.
- D. ASK and the Company wish to define their roles and rights in relation to such information in order to protect its confidentiality.

In view of the above, the Parties agree and stipulate as follows:

1. Definitions and interpretation

1.1 In this Agreement (except where the context otherwise requires):

“**Affiliate**”: means any company, enterprise, partnership or other entity that, directly or indirectly, owns or is owned by, or is under common control with a Party to this Agreement to the extent of more than 50% of the net equity having voting rights or direction of the entity’s affairs and any person, enterprise, partnership, company or other entity effectively controlled by, controlling, or under common control with a Party to this Agreement.

“**Agreement**”: means this written Confidentiality and Non-Disclosure Agreement including any subsequent variation, novation, addition, modification, or substitution thereof.

“**Confidential Information**”: means any information defined or otherwise intended as confidential by the Disclosing Party and disclosed for the purposes of the Permitted Purpose including but not limited to any information, data, knowledge, idea, solution, invention (patented or patentable), know-how, trade secrets,

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Legal Codes
R.E.A. of RE n. 274533
Fiscal Code and Companies Register: 00091200428
VAT Code: IT00091200428
Paid in Capital: Euro 28.000.000

algorithm, software databases and related material, technical specifications, test data, studies, reports and analyses and, in general, any information of a technical, economic, commercial or administrative nature, including marketing and sales data, business plans, strategies or forecasts, revenues, costs or profits, product plans, supplier data and customer data as well as any drawings, flowcharts, formulas, manufacturing processes or procedures, products or product samples, communicated by one Party to the other, either prior to the Effective Date or during the course of this Agreement, by any means (in writing, orally, by audiovisual presentation delivery of objects or exhibits, or access to a Party's premises or computer systems), within the scope of and/or in relation to the Permitted Purpose and the possible following collaboration, and marked with the words "*reserved*" or "*confidential*" or "*proprietary*" or the like, or otherwise considered as such based on the nature of the information itself. For clarity, Confidential Information includes, but is not limited to, the existence and any provision or content of this Agreement and the contents of any preliminary discussions thereto.

"Disclosing Party": means the Party disclosing its Confidential Information.

"Effective Date": means the date of execution of this Agreement as indicated in the heading hereof.

"Receiving Party": means the Party receiving the other Party's Confidential Information.

"Recipients": means the employees, directors and/or consultants of the Receiving Party and/or its Affiliates and/or any other party authorised in writing by the Disclosing Party to receive the Disclosing Party's Confidential Information.

2. Obligations of the Parties

- 2.1. The Confidential Information disclosed under this Agreement includes any information related to and/or connected with the Permitted Purpose and/or the possible following collaboration, which is (a) disclosed by or on behalf of the Disclosing Party to the Receiving Party; and/or (b) otherwise learned or ascertained by the Receiving Party through the Disclosing Party.
- 2.2. The Receiving Party shall use all reasonable efforts to keep the Confidential Information strictly confidential, adopting the same measures and degree of care and sensitivity that it would adopt for the protection of its own Confidential Information of equal importance, and in any case no less than reasonable and customary diligence and effort.
- 2.3. The Receiving Party shall not disclose any Confidential Information, or parts thereof, to third parties, except to its Recipients and those of its Affiliates who need to know them and only in relation to the Permitted Purpose, provided that such Recipients agree to be bound by the terms and conditions of this Agreement. The Receiving Party undertakes to ensure that each Recipient who has access to the Confidential Information undertakes to:
 - (i) keep the Confidential Information confidential and use it solely for the Permitted Purpose and/or the possible following collaboration;
 - (ii) not copy or otherwise reproduce or duplicate the Confidential Information in whole or in part without the prior written consent of the Disclosing Party;
 - (iii) in the case of equipment, components, software, or other objects delivered to the Receiving Party by the Disclosing Party, not to carry out reverse engineering activities of, disassemble, decompile or analyse the physical construction of such objects;
 - (iv) not to disclose the Confidential Information in any way that might constitute a novelty bar in any country to any future patent, design or utility model applications, including but not limited to disclosure of any such information that would enable a third party to begin manufacturing the invention subject of the Confidential Information and/or the patent relating thereto;

- (v) not disclose to third parties the content of this Agreement, and/or the circumstance that the Confidential Information has been or is about to be transferred, and/or the Permitted Purpose and/or the possible following collaboration, without the prior written consent of the Disclosing Party.
- 2.4. The Receiving Party shall promptly inform the Disclosing Party in writing and in any case no later than three (3) days if it becomes aware or suspects that an unauthorized person has come or is about to come into possession of the Confidential Information. The Receiving Party shall cooperate with the Disclosing Party in all reasonable ways to assist the Disclosing Party in regaining possession and/or control of the Confidential Information and to prevent its dissemination and/or unauthorized use. Such measures shall not prejudice any further rights and remedies available to the Disclosing Party under this Agreement.
- 2.5. The Receiving Party shall be responsible for any failure to comply with the confidentiality obligations of this Agreement by itself, its Affiliates, and their respective Recipients.

3. Exceptions

3.1. This Agreement does not apply to Confidential Information that:

- (i) the Receiving Party has lawfully or properly obtained without breach of confidentiality obligations; or
- (ii) the Receiving Party can demonstrate, in a manner reasonably satisfactory to the Disclosing Party, to have already been aware of at the time it was disclosed by the Disclosing Party; or
- (iii) comes into public domain otherwise than through the default or negligence of one of the Parties; or
- (iv) has been developed by the Receiving Party independently of the Confidential Information of the other Party; or
- (v) is disclosed by the Receiving Party with the prior written authorization of the Disclosing Party;
- (vi) the Receiving Party is required to disclose by law, court or other authority order, provided that the Receiving Party does not disclose Confidential Information other than or beyond what is required to be disclosed. To the extent possible, the Receiving Party shall:
 - a. promptly inform the Disclosing Party in writing of the full circumstances and Confidential Information to be disclosed before disclosing or, where not possible, immediately after that;
 - b. consult with the Disclosing Party regarding possible measures to avoid or limit disclosure and adopt such measures at the request of the Disclosing Party;
 - c. obtain confidentiality assurances from the entity to which the Confidential Information will be disclosed.

For the avoidance of doubt, where Confidential Information is disclosed by law, court or other authority order, it shall remain subject to the terms of this Agreement.

3.2. Pursuant to Article 3.1:

- (i) information concerning specific facts or data shall not be deemed to be in the public domain or in possession of the Receiving Party merely because such information may be contained within broader or more general disclosures; and
- (ii) information concerning a specific combination of facts or data shall not be deemed to be in the public domain or in the possession of the Receiving Party merely because the individual facts or data constituting it are found in separate disclosures.

4. Return or destruction of Confidential Information and copies

- 4.1. At any time during the term of this Agreement, upon receipt of written notice from the Disclosing Party, and in any event upon termination of the Agreement for any reason, the Receiving Party shall:
- (i) stop using the Confidential Information;
 - (ii) within five (5) days of the Disclosing Party's request, or upon termination of this Agreement, immediately return at its own expense to the Disclosing Party or, at the latter's option, destroy all original versions and copies of the Confidential Information in its possession or under its control;
 - (iii) destroy or permanently remove all Confidential Information contained or incorporated in any document or other material and related copies, including electronic copies, made by the Receiving Party and in any case in its possession, custody or control and ensure that anyone who has received the Confidential Information destroys or permanently deletes the Confidential Information;
 - (iv) certify in writing the fulfilment of the obligations contained in this Article 4.

5. Reservation of rights

- 5.1. The Disclosing Party shall retain all rights, title, and interest in its Confidential Information. The disclosure of Confidential Information does not imply the granting of any licence to intellectual property rights, nor may such licence be implied from the disclosure of Confidential Information.
- 5.2. The Receiving Party shall not obtain, or attempt to obtain, directly or indirectly in any country, by registration or otherwise, any industrial or intellectual property right embodying, embodied in or relating to the Confidential Information of the Disclosing Party.
- 5.3. This Agreement does not include, expressly or by implication, any representation, warranties or other obligations:
- (i) to require the Disclosing Party to disclose, continue disclosing or update any Confidential Information;
 - (ii) to require the Disclosing Party to negotiate or continue negotiation with the Receiving Party with respect to any further agreement and either Party may withdraw from such negotiations at any time without liability;
 - (iii) as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any information or materials provided under this Agreement. No Party shall be liable to the other for any expenses, losses, use, or actions howsoever incurred or undertaken by the Receiving Party in reliance on the Confidential Information disclosed hereunder.

6. Injunctive relief

- 6.1. Each Party acknowledges that, in the event of a breach of the confidentiality obligations set forth in this Agreement, the Disclosing Party shall have the right to seek injunctive, declaratory or other equitable relief (collectively, the "**Urgent Measures**") to obtain the immediate cessation of the breach and protect the Confidential Information. Each Party expressly agrees to the right of the other Party to seek and obtain such protection, acknowledging the insufficiency of compensatory protection and the necessity, given the nature of the rights protected and the irreparability of the damage that would result from such action in the ordinary course of proceedings, of the recourse to such Urgent Measures. The rights of the Disclosing Party under

this Article are cumulative and the exercise of one right shall not deprive the Disclosing Party of exercising another legal remedy, including seeking compensation for damages.

7. Term and termination

- 7.1. This Agreement shall have a duration of five (5) years from the Effective Date with explicit exclusion of any tacit renewal. Either Party may terminate this Agreement upon thirty (30) days prior written notice to other Party.
- 7.2. The Parties acknowledge and agree that termination of this Agreement for any reason shall not affect the confidentiality obligations set forth herein.

8. Applicable law and jurisdiction

- 8.1. The interpretation, validity and performance of this Agreement shall be governed by Italian laws and each Party irrevocably agrees to submit any dispute or issue arising out of or in connection with this Agreement and the legal relationships established by it to the exclusive jurisdiction of the Court of Reggio Emilia (Italy).
- 8.2. The losing Party hereby agrees to reimburse the other Party for costs and reasonable legal expenses incurred in enforcing this Agreement.

9. Miscellaneous

- 9.1. **Publicity.** Neither Party may communicate the existence and/or content of this Agreement or undertake any publicity in relation to it and/or its content without the prior written consent of the other Party.
- 9.2. **Partial Invalidity.** If one or more clauses of the Agreement are found to be invalid, unlawful or unenforceable for any reason, such invalidity, unlawfulness or unenforceability shall not affect any other clause of this Agreement and the Parties shall, where possible, replace it/them with a valid, lawful and enforceable clause that is as close as possible to the economic result or other result intended to be achieved.
- 9.3. **Assignment.** This Agreement or individual rights and obligations arising therefrom may not be assigned to third parties without the prior written consent of the other Party.
- 9.4. **Entirety of the Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes and prevails over all agreements between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended except by written agreement of authorised signatories of the Parties.
- 9.5. **Independence and Autonomy.** The Parties mutually acknowledge that, by this Agreement, the Parties do not intend to establish any stable relationship between them, such as, without limitation, an association and/or agency, mandate, joint venture, or employment relationship.
- 9.6. **Non-Exclusivity.** The Parties acknowledge and agree that this Agreement does not entail any exclusivity obligation and that the Parties are free to enter into similar agreements with third parties. Nothing in this Agreement shall be construed as a representation or agreement that the Receiving Party is not currently developing, shall not develop, or have developed products, concepts, systems, technologies or techniques

that are similar to or compete with products, concepts, systems, technologies or techniques contemplated by the Permitted Purpose or embodied in the Confidential Information, or to explore such similar opportunities with other parties, provided that the Receiving Party does not violate any of its obligations under this Agreement. Furthermore, each Party shall not have any obligation to limit or restrict the assignment of its employees as a result of their having had access to Confidential Information.

- 9.7. No-Waiver.** The failure or delay of either Party to enforce or exercise at any time or for any period of time any clause or right under this Agreement shall not constitute, and shall not be construed as a waiver of such clause or right, and shall not prejudice in any way the right of the Party to enforce it subsequently.
- 9.8. Amendments.** Any addition or amendment to this Agreement must be made in writing and duly signed by representatives of the Parties.
- 9.9. Copies.** This Agreement may also be signed electronically in two or more copies, each one retained by each Party, and together they shall constitute a single agreement.
- 9.10. Personal Data protection.** The Parties, as controllers, declare to comply with the applicable data protection laws and regulations, including but not limited to Regulation EU 2016/679 ("GDPR") and Legislative Decree No. 196/2003 ("Italian Data Protection Code") (together "**Data Protection Laws**"). The Parties process personal data exchanged with regard to this Agreement exclusively for the execution of the Agreement, for the time necessary to carry out the contractual measures and legal obligations. The Parties agree to ensure the adoption of appropriate technical and organizational measures to protect personal data from accidental or unlawful destruction, loss, modification, unauthorized disclosure, or unauthorized access. In case of a data breach that involves the personal data of the other Party, each Party shall promptly inform the other referring to the contact data provided in writing at the time this Agreement is concluded.
- 9.11. Compliance with Export Control Laws and Dual-Use Goods Regulations.** The Parties acknowledge that the Confidential Information disclosed under this Agreement may include data, software, technologies or information subject to restrictions under applicable export control laws and regulations, including, without limitation, those of the European Union (in particular Regulation (EU) 2021/821 on dual-use items), as well as any foreign laws with extraterritorial effect, such as the U.S. Export Administration Regulations (EAR). Each Party undertakes not to export, re-export, transfer, disclose or otherwise make accessible – directly or indirectly – any Confidential Information received under this Agreement to any country, person, or for any purpose subject to restrictions or prohibitions, without having first obtained all required authorizations under applicable law. It is understood that the confidentiality obligations under this Agreement shall be interpreted and applied in accordance with the above-mentioned laws, and that any breach of export control or unauthorized transfer of restricted information may result in termination of this Agreement, without prejudice to any additional damages.

In the name and on behalf of
ASK INDUSTRIES S.p.A.

In the name and on behalf of
[Company Name]

Signature

Signature

Name, Title

Name, Title

Place, Date

Place, Date