

COLIVINGLIGURIA

Document ID: MOU-BLANK

Organisation Registration Agreement

B2B agreement for verified organisation registration and the possible progressive activation of later modules.

Unpopulated specimen

Complete document for reviewing structure and default values; it is not intended for execution.

The Company

ColivingLiguria S.r.l.

(Form: Limited Liability Company)

(Represented by: Legal representative identified in the executed copy)

Fiscal Data and Registries:

P.IVA/VAT: 01939660096

C.F./Tax ID: 01939660096

Registered Office:

Strada Chiappella, 21, 17014 Cairo Montenotte (SV), Italy

Official Contacts:

Email: colivingliguria@gmail.com

PEC: colivingliguria@pec.it

The Partner Company

(Corporate form: _____)

(Represented by: _____)

Fiscal Identifier / Registry:

P.IVA/VAT: _____

C.F./Tax ID: _____

Registered Office:

Contact:

Email: _____

PEC: _____

Privacy Notice (GDPR):

Personal and corporate data contained herein are processed in accordance with EU Regulation 2016/679 (GDPR). Confidential document.

Courtesy Notice:

*AI-generated translation for informational purposes only.
The Italian version is the sole legally binding document.*

Place: Cairo Montenotte **Date:** July 18, 2026

The Parties

Subjective scope: this contract is intended for companies, organisations, associations, VAT-registered professionals or other Italian, European or equivalent legal entities; it is not designed for signature by a private consumer.

The Company

Entity and Fiscal Data

Entity Name: **ColivingLiguria S.r.l.**
 Legal Form: Limited Liability Company
 Registered/HQ Office: Strada Chiappella, 21, 17014 Cairo Montenotte (SV), Italy
 VAT Number: 01939660096
 Tax / National ID: 01939660096
 Registry Authority: Riviera di Liguria - Imperia La Spezia Savona
 Registration Number: SV - 248967
 E-Invoicing Code: 0000000

Representation and Contacts

Representative: **Legal representative identified in the executed copy**
 Title/Role: Sole Director
 Appointment Act: Company register extract / corporate deed
 Repr. Tax Code: omitted from the public specimen
 PEC / Cert. colivingliguria@pec.it
 Email: colivingliguria@gmail.com
 Phone: contact stated in the executed copy

The Partner Company

Entity and Fiscal Data

Entity Name: _____
 Legal Form: _____
 Registered/HQ Office: _____
 VAT Number: _____
 Tax / National ID: _____
 Registry Authority: _____
 Registration Number: _____
 E-Invoicing Code: _____

Representation and Contacts

Representative: _____
 Title/Role: _____
 Appointment Act: _____
 Repr. Tax ID: _____
 PEC / Cert. _____
 Email: _____
 Email: _____
 Phone: _____

B2B Classification

Territorial Regime: ☐ Italy ☐ European Union ☐ Extra-UE

Legal Form: ☐ S.r.l. ☐ S.p.A. ☐ GmbH ☐ NGO/ETS ☐ Public Entity ☐ Sole Prop. / Professional

The Parties expressly acknowledge that the Attachments referenced and attached to this Contract constitute an integral, essential, and inseparable part of it, forming a single negotiating body. The text of the central body of the Contract contains exclusively the specific and exclusive articles and covenants of the main relationship, referring the detailed regulation, general policies, and technical-operational aspects to the individual Attachments in order to ensure maximum clarity and avoid repetitions.

It is agreed and stipulated as follows:

Preamble and purpose of registration

The Partner Organisation requests registration in the Commenda ecosystem as an identified and verifiable legal entity. Registration constitutes only the documentary basis for possible future discussions: it does not amount to a professional appointment, acceptance of a funding application, allocation of credentials, availability of a private area, or an obligation on the Company to activate services.

As of the date of this agreement, the Commenda private portal is not operational for self-service onboarding. Execution permits only the opening and manual verification of the Partner Organisation's contractual file. Any later technical activation will be communicated separately after the Company's checks and may not be inferred from execution of this document alone.

Table of Contents

Art. 1 - Registration, nature and progression of the relationship	4
Appendix: Final Provisions	5
Attachment NDA – Confidentiality, Non-Disclosure and Technical Markers	8
Binding Vocabulary of the Attachment	10
Art. NDA1 - Confidentiality and Non-Disclosure Obligations	10
Art. NDA2 - Material Disclosure Policy and Classification	13
Art. NDA3 - Watermarks and Technical Markers	14
Art. NDA4 - Duration and Survival of the Obligation	15
Art. NDA5 - Incident Management, Data Breach and Compelled Disclosure	15
Attachment DPR – B2B Data Processing and Public Financing	17
Binding Vocabulary of the Attachment	19
Art. DPR1 - Corporate Data Retention and External Sharing	19
Attachment CMP – Compliance, Ethics and Corporate Changes	22
Binding Vocabulary of the Attachment	24
Art. CMP1 - Compliance Declarations and Absence of Preclusive Causes	24
Art. CMP2 - Change of Corporate Control and Right of Free Withdrawal	25

Art. 1 - Registration, nature and progression of the relationship

1.1. Purpose of registration

This agreement governs the collection, verification and retention of the Partner Organisation's identifying data, the authority of its representative and the declared contact details. The Partner Organisation undertakes to provide complete, current entity-related data and the documentation reasonably required to verify the entity's existence and signing authority. The Company may suspend its review or decline to complete registration where data are missing, inconsistent, unverifiable or incompatible with its compliance safeguards.

Personal data of representatives, contacts and any beneficial owners remain distinct from entity data and are processed only for specified purposes under Attachment DPR. This agreement does not create a personal profile in LivingRegister and does not authorise the Partner Organisation to upload documents to a portal that is not yet active.

1.2. Separation of later phases

Basic registration includes only the safeguards and modules listed in the Appendix actually generated. A later public-grants profile may add Attachment NSO, but does not itself create general exclusivity: any non-circumvention protection must concern named persons and opportunities, respect disclosed pre-existing relationships and be activated in the relevant schedule.

Economic terms, fees, parametric penalties, deposits, retainers and permissions concerning trademarks or brands do not form part of registration. Attachments FIN and TRD appear only where their respective phases are expressly enabled and must be coordinated with a later mandate, addendum or other execution instrument defining the specific transaction. No fee or economic entitlement is inferred from this agreement without such an instrument.

1.3. Independence of the Parties and exclusion of further relationships

This agreement does not create a joint venture, de facto partnership, association in participation, mandate, agency, brokerage, employment relationship, professional appointment, promise of funding or award of services. Each Party retains its legal, organisational and financial independence and, unless a later written agreement provides otherwise, bears in full its own verification, advisory, travel, research and discussion costs, without joint and several liability or automatic reimbursement by the other Party.

The Company retains discretion not to activate services or opportunities and to request relevant documentary additions before any later phase. The Partner Organisation remains free not to enter into a later mandate. Obligations already assumed under Included Attachments and clauses which by their nature or express terms survive termination remain binding.

1.4. Public authorities and Third Sector entities

Where the Partner Organisation is a public authority, registration remains a financially neutral preliminary activity: it creates no exclusivity, penalties, award of services, spending commitment, off-budget debt or permission to use institutional signs. Any further effect requires a separate instrument adopted by the competent body in compliance with the applicable procedure and budgetary coverage.

Third Sector entity status does not automatically make Art. 55 of Legislative Decree 117/2017 applicable. That framework is relevant only where its subjective and procedural requirements are met, particularly in dealings with a public authority. In other cases the relationship remains governed by this B2B agreement and the Attachments actually activated.

Appendix: Final Provisions and Approvals

Applicable Law and Exclusive Contractual Forum

This Contract (the Master Agreement), its validity, interpretation, and execution, as well as only the Attachments actually included and signed in the Appendix of the complete document, are exclusively governed by Italian Law. Without prejudice to any mandatory forums provided by law, any dispute arising from or connected to this agreement shall be referred to Italian jurisdiction and to the exclusive contractual competence of the **Court of Savona** (Italy), with explicit waiver of any other alternative forum or jurisdiction to the extent allowed by applicable law.

Contract Language and Entire Agreement

The selected official and binding language for this contract is: Italian. Any translations, courtesy copies or supporting bilingual rendering do not constitute a second official version. This Contract constitutes the full agreement between the Parties.

The relationship is considered perfected only upon receipt of the signed copy and proof of any required payments.

Att. NDA Configuration

Confidentiality Options

- ☒ Symmetric (Mutual) Confidentiality
 - ☐ Authorise receipt of Level 4 Documents; safekeeping duties apply independently of economic activation.
 - ☐ Activate NDA economic clauses only through Att. FIN included in the same execution instrument.
-

Att. DPR Configuration

Data Processing Options

- ☒ Symmetric (Mutual) Data Processing
- ☐ Enable data sharing for Public Financing matching and grant matters
- ☐ Allow access by registered external professionals in the Public Financing Team

Operational categories: see Att. DPR.

Att. CMP Configuration

Compliance and Preclusive Grounds

Always-active module. Declarations, changes and consequences are governed by Att. CMP; personal and criminal-offence data, where relevant, follow Att. DPR.

- ☐ Predetermined CMP penalty active only in an execution instrument that also includes Att. FIN.

Attachments and Hierarchy of Sources

Included and Signed Attachments: NDA, DPR, CMP.

In the event of conflict, contradiction, or interpretive discrepancy between the various parts of this document, the following criteria apply in order:

1. Mandatory law and expressly incorporated special-precedence provisions prevail. Where included, Att. B is the special regime governing the minor and takes absolute priority over every incompatible provision in the Contract body, signature forms, configurations, and every other Attachment; all other provisions remain effective only insofar as compatible with the highest level of protection.
2. The central body of the Contract governs the Parties' identity and authority, the general nature and basis of the relationship, Included Attachments, official language, applicable law, forum, and signing method.
3. Each Included Attachment specially governs only its own subject matter; where terms are compatible, the specific term supplements the general term. Registers and dynamic fields describe only their assigned scope and do not amend protected elements.
4. A later individual agreement prevails only where it identifies the amended provision, complies with the required form and procedure, and is validly accepted by the Party against whom it is invoked.
5. Alphabetical or physical page order gives no priority. Terms are interpreted as a whole, in good faith, and so far as possible to preserve their useful effect.

These criteria are coordinated with Att. R and cannot derogate from mandatory law or transform a separate relationship.

Document Identification

This contract is identified by the **Contract Code**: MOU-BLANK.

Subscription Method

The parties agree on the following subscription method for this contract:

☒ Method A — Separate Sheet (Mail)

ColivingLiguria signs with a **qualified electronic signature** (*Ref. Art. 24 D.Lgs 82/2005 (CAD)*). The Partner Company receives the signed PDF by PEC, verifies its integrity via the SHA-256 hash (corresponding to the digital signature), prints and signs the **Signatory Sheet** (single page: contract code, SHA-256, vexatious clauses, legal representative signature) and sends it to colivingliguria@pec.it on the **same date** as receipt of this document. The original signed Signatory Sheet must be physically delivered by hand upon first access to facilities managed by ColivingLiguria, under penalty of immediate contract cancellation.

☐ Method B — Separate Sheet (In Person)

Same as Method A: ColivingLiguria signs digitally. The Partner Company signs the **Signatory Sheet** (indicating the PDF's SHA-256 hash) **in person** at ColivingLiguria's premises or an agreed location. The signed sheet is handed over physically and a scanned copy is sent to colivingliguria@pec.it.

☐ Method C — Full In-Person Signing

Both parties sign the **complete contract** in physical presence. The Partner Company signs every page of the document (including attachments). ColivingLiguria adds its handwritten or digital signature. A copy of the signed complete document is delivered to the Partner Company.

Signatures

The Company

(Digitally signed document)

ColivingLiguria S.r.l.

Limited Liability Company

Tax Code: 01939660096

Sole Admin: Legal representative identified in the executed copy

C.F.: omitted from the public specimen

PEC: colivingliguria@pec.it

Ref. Art. 24 D.Lgs 82/2005 (CAD)

Valid only if actually digitally generated.

The Partner Company

Certified Digital Subscription (SHA-256)

Legal Form: _____

P.IVA/VAT: _____

C.F./Tax ID: _____

Representative: _____

Title: _____

PEC: _____

Contract Code: MOU-BLANK

Document signed using form **Sign1** (Sign1). The SHA-256 hash fingerprint guarantees text integrity and enforceability against third parties pursuant to Art. 20 D.Lgs. 82/2005 (CAD).

The vexatious clauses pursuant to Arts. 1341–1342 of the Italian Civil Code and the related specific approval signature of the Partner Company are reported in the separate **Signatory Sheet**, which, bearing the SHA-256 code of this document, is an integral and inseparable part of the contract and has identical legal value.

COLIVINGLIGURIA

*Supplementary Contractual Documentation***Attachment NDA****Confidentiality, Non-Disclosure and Technical Markers***Attachment modifiable pursuant to Att. R***Unpopulated specimen**

Complete document for reviewing structure and default values; it is not intended for execution.

The Company**ColivingLiguria S.r.l.**

(Represented by Legal representative identified in the executed copy)

Tax & Registration Data:

P.IVA: 01939660096

REA: SV - 248967

Official Contacts:

Email: colivingliguria@gmail.com

PEC: colivingliguria@pec.it

Tel: contact stated in the executed copy

The Signatory

This document is not an independent agreement, but a technical/regulatory Attachment subordinate to the Main Contract:

Main Contract (Ref.): MOU-BLANK*The complete biographical data, contact details, and signatures of the Signatory are fully reported in the Main Contract identified above, to which this Attachment makes indissoluble reference.***Privacy Notice (GDPR):***Any personal data contained in this Attachment and in its related Principal Document are processed pursuant to EU Regulation 2016/679 (GDPR), according to the applicable privacy attachment and the rules referenced in the Principal Document. The applicable disclosure classification is stated in the cover notice.***Courtesy Notice:***AI-generated translation for informational purposes only.
The Italian version is the sole legally binding document.***Place:** Cairo Montenotte · **Date:** July 18, 2026

Index of Att. NDA

Binding Vocabulary of the Attachment 10

Art. NDA1 - Confidentiality and Non-Disclosure Obligations 10

Art. NDA2 - Material Disclosure Policy and Classification 13

Art. NDA3 - Watermarks and Technical Markers 14

Art. NDA4 - Duration and Survival of the Obligation 15

Art. NDA5 - Incident Management, Data Breach and Compelled Disclosure 15

Binding Vocabulary of the Attachment

The contractual terms below apply solely to delimit this Attachment. Terms already defined by law or by the Principal Document retain the meaning arising from the applicable source and are not redefined.

Term	Applicable definition
Confidential Information	Non-public information disclosed by one Party to the other and identified as confidential under this Attachment, or whose confidential nature is clear from the circumstances. Personal data remain subject also to Att. DPR and privacy law regardless of marking.
Disclosing Party	The Party that discloses or makes available Confidential Information over which it exercises lawful control.
Receiving Party	The Party that receives or accesses Confidential Information and assumes the safekeeping, limited-use and non-disclosure duties under this Attachment.
Ordinary Protected Information	Confidential Information classified as Level 2 or 3 by the applicable document policy, distinct from Level 4 Corporate Trade Secrets.
Level 4 Corporate Trade Secret	Information admitted to the Level 4 regime only where the requirements of Art. 98 of Legislative Decree 30/2005 are met and access is expressly authorised. A label or configuration alone does not create a trade secret where the statutory requirements are absent.
Technical Marker	A watermark, hash fingerprint, metadata item or other technical element applied for traceability and security; it is an evidentiary element assessable in adversarial proceedings and does not by itself establish incontrovertible liability.
Marker Registry	The protected register associating Technical Markers with copies or transmission channels and documenting integrity, recipient and date, subject to Att. DPR where it contains personal data.
Specific Waiver	The written authorisation identifying the Confidential Information, recipients, purpose, duration and conditions of the permitted disclosure.
Active Economic Module	The configuration in which Att. FIN has been expressly included in the same execution instrument and the necessary economic parameters have been validly defined. Commenda registration alone does not activate it.

Main Legal References of Attachment NDA

This NDA Attachment refers, where applicable, to the Italian Civil Code rules on contractual liability, agreed written form, penalty clauses, equitable reduction and evidence covenants (Arts. 1218, 1352, 1382, 1384, 2697–2698 and 2712 of the Italian Civil Code), and to the trade-secret rules of the Italian Industrial Property Code (Legislative Decree 30/2005, Arts. 98–99) as amended by Legislative Decree 63/2018 implementing Directive (EU) 2016/943. Where materials include personal data, the GDPR, in particular Arts. 5, 6, 28, 32, 33 and 34, the Italian Privacy Code and Att. DPR remain applicable.

Art. NDA1 - Confidentiality and Non-Disclosure Obligations

NDA1.1 Nature of the Obligation and Symmetry Framework

The objective scope and reciprocity of the confidentiality obligations provided in this Attachment are directly determined by the strategic choices and configuration options set in the governing Main Agreement. The Parties acknowledge that a systematic understanding of the bond requires a joint reading of the main text.

NDA1.2 Retroactive Effect and Coverage of Prior Data

The Parties expressly agree that the scope of protection, confidentiality obligations, non-disclosure prohibition, and the related sanctioning regimes provided in this Attachment apply fully and with

retroactive effect (ex tunc) to all Confidential Information, documents, data, and corporate assets already exchanged, transmitted to, or learned by the receiving Party prior to the formal signature date of this agreement. Such coverage includes, but is not limited to, strategic, administrative, or technical documents already submitted for preliminary review or forwarded via email. Any prior material is therefore drawn, seamlessly, into the security classification, evidentiary rules, and compensatory discipline established herein.

Symmetric Regime - Mutual: In compliance with the active configuration, the Parties commit to maximum and mutual confidentiality regarding all operational, financial, commercial, or technical information (including private documents, know-how, industrial plans, strategies, algorithms, or trade secrets) exchanged or learned during the cooperation. Each Party shall strictly refrain from disclosing or using such information for purposes external to or competitive with those contemplated by this agreement.

NDA1.3 Privacy Coordination with GDPR and Att. DPR

This Attachment governs confidentiality, non-disclosure, technical evidence and trade-secret protection. It **does not constitute** a privacy notice, a data-processing agreement under Art. 28 GDPR, an independent legal basis for processing personal data, or a general authorisation to process special categories of data.

Where Confidential Information includes personal data of representatives, employees, collaborators, consultants, clients, suppliers or other data subjects, processing remains subject to the GDPR, the Italian Privacy Code and Att. DPR. Where one Party processes personal data on behalf of the other Party, access to personal data requires a written instrument compliant with Art. 28 GDPR or another documented privacy-role qualification. Technical markings, registers, watermarks and logs under the NDA are permitted only for security, traceability, breach-evidence and contractual-protection purposes, in compliance with the principles of lawfulness, minimisation, storage limitation and security.

Lack of a confidentiality marking does not turn personal data, special categories, criminal-offence data, identity documents, private contact details, identifiable images, or individual financial data into freely publishable information. For such data, Att. DPR and applicable privacy law always prevail.

NDA1.4 Exclusive Authorization Channel and Nullity of Waivers

It is strictly and unconditionally prohibited to disclose, communicate, publish, or exploit the protected Confidential Information under any condition or circumstance, both during and after the relationship, without prejudice to the specific temporal deadlines governed in the subsequent sections.

The Parties expressly agree that, pursuant to Art. 1352 of the Italian Civil Code, oral approvals, verbal understandings, implied conduct, or generic written authorizations (such as, by way of example, ordinary email communications, instant messaging platforms, or informal meeting minutes) **are radically null, void, and unfit** to overcome the non-disclosure prohibition or to relieve the Parties of their respective liabilities.

The sole and exclusive valid legal instrument to legitimately authorize the sharing or dissemination of protected information consists of the issuance of a **Formal Specific Waiver Document**, drafted in writing and signed in advance by the legal representative of ColivingLiguria S.r.l. This ad-hoc document must strictly state: (a) the exact scope and analytical list of data or documents subject to the waiver; (b) the specific third parties authorized to receive the information; (c) the exclusive and limited purpose for which the sharing is granted. Any non-compliant conduct shall be prosecuted as a grave breach of contract.

When the option described in the following provision is active, the following applies.

NDA1.5 Special Regime: Level 4 Corporate Trade Secrets — Statutory Basis and Scope

This paragraph applies **exclusively** by virtue of the contractual option “Authorisation to receive Level 4 Documents” selected in the configuration dashboard of this Attachment in the governing contract, by which the Partner has explicitly declared its intention to receive and process information classified as **Corporate Trade Secrets (Level 4)**. If this option is not selected, no Level 4 data shall ever be transmitted to the Partner and this paragraph shall produce no legal effect whatsoever.

Basis of protection and proportionality: Proprietary technology, patents, Progetto Luna hardware and software architectures and trade secrets may constitute essential components of the Company’s corporate value. Even partial disclosure may affect its competitive position, technology investment and relations with investors and funding bodies. Where the Economic Module is active, the agreed amounts constitute an advance estimate under Art. 1382 of the Italian Civil Code; assessment of the specific case and any equitable reduction reserved to the court under Art. 1384 remain unaffected.

NDA1.6 Absolute Prohibition of Reverse Engineering on Level 4 Assets

In order to protect corporate know-how, hardware architectures (including physical prototypes and logic boards), and the Level 4 source or compiled code, the receiving Party is absolutely, unconditionally, and perpetually prohibited from performing, commissioning to third parties, or attempting any reverse engineering, decompilation, disassembly, decryption, or heuristic analysis operations on the Company’s assets.

This prohibition expressly extends to physical and microscopic observation aimed at the topological cloning of circuits, logic analysis via dedicated hardware, and the extraction of methodologies, algorithms, or database structures through input/output interception. The receiving Party acknowledges and agrees that any attempt to circumvent technical protections, or to independently recreate (so-called “clean room design”) analogous functionalities or competing architectures by exploiting Level 4 Confidential Information, performance metrics, or access to the provided prototypes, shall constitute a material, direct, and inexcusable violation of this Agreement, equated to all legal effects to the misappropriation of a Trade Secret.

NDA1.7 Remedies where the Economic Module is inactive

Access to Level 4 Corporate Trade Secrets keeps safekeeping and non-disclosure duties fully effective, but registration without Att. FIN activates no predetermined amounts. An attributable breach may lead to notice, revocation of access, suspension or termination, interim relief and compensation for damage actually pleaded and proved under applicable law.

When that option is not active, the following applies instead.

NDA1.8 General Prohibition of Reverse Engineering

Irrespective of the classification level of the material received, the receiving Party is prohibited, to the extent permitted by law and the access title, from performing, commissioning to third parties, or attempting reverse engineering, decompilation, disassembly, decryption, or heuristic analysis on the Company’s assets. No Level 4 Corporate Trade Secrets are transmitted to the Partner and the related extraordinary clauses do not apply. Consequences of a general breach concerning Level 2 and 3 material depend on any Economic Activation shown in the Configuration.

NDA1.9 Consequences of General Breach without Att. FIN

Without Economic Activation, an attributable breach of confidentiality duties constitutes non-performance and may lead to notice, revocation of access, suspension or termination and a claim for damage actually pleaded and proved; no predetermined penalty accrues.

Art. NDA2 - Material Disclosure Policy and Classification

NDA2.1 Classification of ColivingLiguria Materials

To ensure legal certainty and the correct management of information flows, the Company adopts an explicit classification system for its assets:

- **Documentation (e.g., PDFs, texts):** the wording “Reserved”, “Confidential” or a security level is the ordinary classification method. Protection also applies where the confidential nature is clear from the content, restricted channel, circumstances of delivery or a contemporaneous notice; absence of wording is an assessment factor, not automatic permission to disclose.
- **Source code, databases and digital archives:** LICENSE.md, README.md or equivalent policy files, together with access controls and documented instructions, delimit use, modification and disclosure. Their content operates within the limits of law, third-party rights and the access title actually granted.

NDA2.2 Recognition and Processing of Partner’s Materials

Applying the principle of symmetry and to prevent the assumption of liability for alleged violation of unclearly identified information, the Company shall apply the same strict recognition criterion to the materials provided by the Partner.

The Partner uses markings and policies consistent with those of the Company. The Company nevertheless treats material as confidential where its non-public nature is clear from the circumstances and, in particular, where:

- i. Textual documents (e.g., PDFs, presentations, reports) unequivocally bear the confidentiality or privacy marking integrated into the text or layout of the document itself;
- ii. Source codes, applications, algorithms, or databases are accompanied in their directory by a LICENSE.md or README.md file that unequivocally declares their proprietary nature, distribution limits, and confidential status.

In the absence of markings or policies, the Company may seek confirmation before external use. Only material already lawfully public or accompanied by a clear licence may be treated under that regime, excluding personal data, third-party secrets and content whose confidential nature is recognisable. Any reasonable reliance on the Partner’s classification is assessed in the specific case and does not eliminate mandatory liability.

NDA2.3 Objective Scope and Derivative Works

The Parties expressly agree that the confidentiality obligation is not limited to the mere physical, digital, or IT medium of the exchanged document, but extends comprehensively and substantially to all information not obtainable through legitimate public sources contained therein, linked thereto, or deducible therefrom.

This scope includes, but is not limited to: concepts, methodologies, logical and executive processes, algorithms, graphical interfaces (UI/UX), engineering schematics, business models, and know-how. The absolute prohibition of use, exploitation, and disclosure also applies fully to any derivative work, summary, analysis, translation, or practical implementation that the receiving Party creates based, in whole or in part, on the acquired Confidential Information, configuring the use of such derivatives as a direct violation of this agreement.

NDA2.4 Trade Secrets and Obligation to Return

Confidential Information satisfying together the secrecy, economic value and reasonably adequate measures requirements under Art. 98 of Legislative Decree 30/2005 is protected as a **Trade Secret**; a “Level 4” marking alone does not replace those requirements. Protection and related duties survive termination for as long as the information retains the statutory conditions, without prejudice to any validly

agreed longer term for autonomous contractual duties.

Exchanged confidential materials remain the exclusive property of the originating Party that provided them. Upon termination of the commercial cooperation, or at any time upon formal written request, the receiving Party undertakes to return or permanently destroy all physical or digital documents containing said Confidential Information, issuing an appropriate release if requested.

Art. NDA3 - Watermarks and Technical Markers

NDA3.1 Right to Apply Technical Markers

Symmetric Regime: Each Party reserves the absolute right to apply visible or invisible watermarks, encrypted metadata, steganographic alterations, or unique hash codes to digital or paper copies of its documents or within source code archives, scripts, and databases, in order to uniquely track the origin of the material and prevent unauthorized reproduction or dissemination.

NDA3.2 Private Marker Registry and P7M Certification

To guarantee the integrity of the tracking system, the Party performing the marking (in compliance with the entitlement regime defined above) shall maintain a private and secured database of the watermarks associated with each transmission channel or specific recipient.

Upon sharing material classified as confidential, the disclosing Party shall generate a descriptive document (e.g., in PDF format) containing the analytical list of applied markers, associated hashes, and the identity of the recipient. Where that registry contains personal data of recipients, contact persons or individuals, it is treated as an evidentiary registry subject to **Att. DPR**, with restricted access and retention proportionate to contractual protection. This document shall be immediately digitally signed using a qualified CAdES method (generating a file with a **.p7m** extension) and embedded with an official time stamp. This procedure provides the internal registry with an indisputable date and computer immutability, making it fully enforceable.

NDA3.3 Documentary Value, Technical Verification and Adversarial Challenge

A match between a Technical Marker found in a document subject to unauthorised disclosure and the Marker Registry may constitute documentary and technical evidence under Arts. 2712 and 2697 of the Italian Civil Code. It must be verifiable as to integrity, extraction method, chain of custody, date, association with the recipient and potential alteration or reuse.

A Technical Marker is not incontrovertible legal proof, does not absolutely shift the burden of proof and does not automatically establish attribution or liability. The affected Party may challenge authenticity, integrity, causation and attribution, submit contrary evidence and document events not attributable to it. Contractual liability is assessed under Art. 1218, this Attachment and applicable procedural rules, without making exercise of rights excessively difficult under Art. 2698.

NDA3.4 Strict Circumvention Prohibition and Tampering Penalty

The receiving Party is strictly and absolutely prohibited from removing, altering, overwriting, obscuring, or circumventing in any way the technical markers, watermarks, or **LICENSE.md** files associated with the received materials, whether through manual interventions or through the use of formatting, obfuscation, or generative AI software.

Where removal or a knowing attempt to alter electronic markers is proved, even without later public dissemination, the conduct constitutes a grave breach where, by its nature and circumstances, it compromises traceability, security or protection of Confidential Information. The mental element and attribution remain to be assessed in the specific case. Without Economic Activation, the conduct may lead to notice, revocation of access, suspension or termination and compensation for damage actually pleaded and proved; no predetermined amount accrues per marker.

NDA3.5 Evidentiary Value and Liability

Technical Markers found on disclosed documents may help identify the source copy or channel, but liability of a Party and of any individuals involved requires assessment of facts, attribution, causation and applicable law. This Attachment does not automatically impose civil, criminal or administrative liability and does not bind the competent authority in classifying the conduct. In a registration profile without Att. FIN, non-economic remedies and compensation for damage actually pleaded and proved remain available; the linear formula does not apply.

Art. NDA4 - Duration and Survival of the Obligation

NDA4.1 Dual-Track Expiration of Obligations

The Parties expressly agree that the obligations of confidentiality, non-disclosure, and the prohibition of circumventing technical markers provided in this Attachment shall survive the termination, expiration, withdrawal, or declaration of invalidity of the Main Agreement to which this act is coordinated, structured under a dual-track regulatory preservation regime:

- i. **Permanent and Perpetual Obligation (Trade Secrets):** For all information and structural assets classified as Trade Secret (Level 4), including but not limited to source code (Python, SQL queries, configuration scripts), proprietary databases, research projects, physical models, and hardware engineering architectures (e.g., Progetto Luna), the obligation of secrecy and the absolute prohibition of economic, commercial, or competitive use **are not subject to any time limit and remain valid perpetually**, pursuant to Legislative Decree 63/2018 and Arts. 98-99 of the Italian Industrial Property Code (D.Lgs. 30/2005), as long as such information does not lose its secret character through an explicit and legitimate act of the Company.
- ii. **Fixed-Term Obligation (General Information):** For ordinary Confidential Information (classified as Level 2 and Level 3), for operational strategies of territorial coordination, and for general bureaucratic or administrative dynamics exchanged between the Parties, the confidentiality obligations shall remain in force and fully enforceable for an uninterrupted period of **10 years** starting from the date of effective and formal termination of the cooperation or from the last authorized access to the corporate IT systems, whichever event occurs later.

NDA4.2 Automatic Extension in Case of Litigation

Notwithstanding the expiration terms established in the previous paragraph for Level 2 and 3 information, if upon the expiration of the 10-year term a judicial litigation, a technical assessment procedure, or a debt recovery action linked to alleged violations of this Attachment or the Main Agreement is pending, the effectiveness of all confidentiality obligations and the evidentiary value of the Marker Registry sealed in .p7m format shall be explicitly, tacitly, and automatically extended and renewed. Such effectiveness shall remain unaffected until the final judgment defining the dispute becomes res judicata or until the definitive termination of the enforcement procedure.

Art. NDA5 - Incident Management, Data Breach and Compelled Disclosure

NDA5.1 Reporting Obligation and Symmetry

Symmetric Regime: Each Party is bound to comply with the strict notification obligations detailed in the following paragraphs towards the other Party.

NDA5.2 Compelled Disclosure by Authority Order

Should the obligated Party receive a formal order for the exhibition, seizure, or delivery of Confidential Information from a court, government authority, law enforcement, or other competent judicial authority, it shall limit the disclosure to the strict minimum required by the legal provision.

Unless prohibited by the Authority or objectively and documentably impossible, the Party informs the other by PEC without undue delay and, where materially possible, within 5 (five) working hours after becoming aware of the order and before delivery; if prior notice is not permitted, it gives notice as soon as the impediment ends. The notice identifies the order, requested scope and deadline to the extent legally communicable, allowing assessment of restriction, sealing or interim-protection requests.

NDA5.3 Security Breach (Data Breach)

In the event of theft, loss of devices, unauthorised IT access, ransomware attacks, system vulnerabilities, or any other compromise involving, even potentially, the data, codes or Confidential Information protected by this Agreement, the obligated Party must send internal formal notification via Certified Email (PEC) **no later than 5 (five) working hours** from the moment the security flaw or IT incident is discovered. This notification must be digitally signed or written directly within the body of the PEC.

Where the incident qualifies as a personal data breach under the GDPR, the inter-partes notice under the NDA does not replace or limit statutory obligations: the processor informs the controller without undue delay; the controller assesses the risk and, where required, notifies the Italian Data Protection Authority without undue delay and, where feasible, within 72 hours after becoming aware of the breach; in high-risk cases it also informs the data subjects under Art. 34 GDPR. The event must be documented in the internal breach record where required by Art. 33 GDPR and Att. DPR.

NDA5.4 Custodial Responsibility for Trade Secrets in Case of Data Breach

For materials qualifying as Level 4 Corporate Trade Secrets, the Receiving Party adopts technical and organisational measures appropriate to the risk, restricts access, retains evidence of authorisations and cooperates in incident containment. A data breach does not by itself exclude liability, but neither does it establish liability automatically: the breached duty, attribution, adequacy of measures, causation and damage remain to be assessed.

In case of a binding authority order, the Receiving Party limits delivery to what is required and, unless legally prohibited or objectively impossible, promptly informs the Company. Assessment of consequences takes particular account of:

- i. the specificity and scope of the order;
- ii. the existence of remedies or restriction requests that were practically available;
- iii. the timeliness of notice and containment measures compatible with the order.

Any predetermined penalty applies only where the Economic Module is active; otherwise non-economic remedies and damage actually proved remain available.

NDA5.5 Consequences of Delayed or Omitted Notification

An attributable delay in internal notice may constitute an independent breach where it concretely impedes containment of operational, privacy or reputational harm. The contractual deadline does not reduce, suspend or replace mandatory duties towards the Data Protection Authority or data subjects, and its breach is assessed in light of actual awareness, material ability to communicate and the circumstances of the incident. Where the Economic Module is inactive, an attributable delay may lead to notice, security directions, revocation of access, suspension or termination and compensation for damage actually pleaded and proved; no predetermined amounts apply.

COLIVINGLIGURIA

Supplementary Contractual Documentation

Attachment DPR

B2B Data Processing and Public Financing

Attachment modifiable pursuant to Att. R

Unpopulated specimen

Complete document for reviewing structure and default values; it is not intended for execution.

The Company

ColivingLiguria S.r.l.

(Represented by Legal representative identified in the executed copy)

Tax & Registration Data:

P.IVA: 01939660096

REA: SV - 248967

Official Contacts:

Email: colivingliguria@gmail.com

PEC: colivingliguria@pec.it

Tel: contact stated in the executed copy

The Signatory

This document is not an independent agreement, but a technical/regulatory Attachment subordinate to the Main Contract:

Main Contract (Ref.): MOU-BLANK*The complete biographical data, contact details, and signatures of the Signatory are fully reported in the Main Contract identified above, to which this Attachment makes indissoluble reference.**Privacy Notice (GDPR):**Any personal data contained in this Attachment and in its related Principal Document are processed pursuant to EU Regulation 2016/679 (GDPR), according to the applicable privacy attachment and the rules referenced in the Principal Document. The applicable disclosure classification is stated in the cover notice.***Courtesy Notice:***AI-generated translation for informational purposes only.
The Italian version is the sole legally binding document.***Place:** Cairo Montenotte · **Date:** July 18, 2026

Index of Att. DPR

Binding Vocabulary of the Attachment

Art. DPR1 - Corporate Data Retention and External Sharing

19

19

Binding Vocabulary of the Attachment

The contractual terms below apply solely to delimit this Attachment. Terms already defined by law or by the Principal Document retain the meaning arising from the applicable source and are not redefined.

Term	Applicable definition
Organisation Data	Data relating to the legal entity, such as name, registered office, registers, sector and institutional contact details; they do not automatically include personal data of its representatives or contacts.
Contact-Person Data	Personal data strictly necessary to identify, authenticate and contact the organisation's representatives, delegates or contacts in the Commenda relationship.
Commenda File	The structured set of Organisation Data, Contact-Person Data and documents acquired for registration, verification and expressly activated later stages.
Public-Financing Data Module	The additional data and sharing scope activated only when the relevant option is selected and compatible notice, legal basis, roles and security measures are provided.
Public-Financing Team	Only authorised persons bound by confidentiality who participate in the expressly activated assessment or matter.
Registered External Professional	An external professional previously verified, authorised in writing and subject to privacy and confidentiality duties compatible with the role actually performed.

Main Legal References of Attachment DPR

This DPR Attachment refers, where applicable, to Regulation (EU) 2016/679 (GDPR), in particular the principles of lawfulness, fairness, transparency, minimisation, storage limitation and processing security (Arts. 5, 6, 10, 13, 14, 28, 30, 32, 33 and 34), the Italian Privacy Code (Legislative Decree 196/2003, as amended by Legislative Decree 101/2018), and D.P.R. 445/2000 for statutory declarations when required by grant calls or Public Administrations. For public-financing matters, the specific call rules and regulations also apply, including de minimis regimes where relevant.

Art. DPR1 - Corporate Data Retention and External Sharing

DPR1.1 Privacy Roles, Legal Bases and Relationship with Att. NDA

This Attachment is the ConMOU's reference privacy layer and prevails, for personal data processing, over any merely confidentiality-based clause in Att. NDA. Att. NDA protects confidentiality and trade secrets, but does not replace the privacy notice, legal basis, processor appointment or technical and organisational measures required by privacy law.

The Parties ordinarily act as independent controllers for personal data concerning their respective representatives, contacts and consultants. Where one Party processes personal data on behalf of the other Party, access to the data requires a written appointment or agreement compliant with Art. 28 GDPR, including documented instructions, confidentiality duties, security measures, sub-processor rules, assistance with data-subject rights and deletion or return of data at the end of the assignment.

Ordinary legal bases are performance of the contract, pre-contractual steps, compliance with legal obligations, documented legitimate interest in contractual protection and anti-circumvention prevention, and, in relationships with Public Administrations, the applicable public-law bases. Special categories of data, criminal-offence data, and copies of identity documents of natural persons must not be requested or processed unless specifically necessary for the grant call or verification of powers, supported by an adequate legal basis, reinforced minimisation, secure channel, and prior legal review. Where document or authority verification is enough, no permanent archive of the image must be created.

When the option described in the following provision is active, the following applies.

DPR1.2 Storage Infrastructure and Functional Basis

Corporate data, legal representatives' contacts, business plans and any technical or financial documentation provided by the Partner (hereinafter "Corporate Data") are stored and processed by the Company to assess feasibility of joint projects, operational solvency, prevention of elusive conduct and eligibility for public-financing grants.

To guarantee security, such Corporate Data are stored within protected digital infrastructures, such as corporate cloud accounts, private repositories and internal archives with access logging. The Company applies data minimisation, access segregation and ordinary retention for a maximum of 10 years, unless longer tax, accounting, defensive or public reporting obligations apply.

DPR1.3 Requestable Document Categories

For matching, application drafting and anti-circumvention checks, the Partner authorises the Company to request and process, where relevant: updated chamber of commerce extract or equivalent certificate; by-laws, deed of incorporation, relevant shareholders' agreements and signing powers; financial statements, annual accounts, accounting situations and economic sustainability documents; business plans, budgets, quotes and investment plans; statutory declarations, de minimis statements, social-security and anti-mafia documents, absence of exclusion grounds and further self-declarations required by grant calls; engagement letters, mandates and relationships with advisors, grant writers, intermediaries or technical partners involved in the notified opportunities. Where a document contains personal data of representatives or collaborators, the Company extracts only the necessary data and retains full copies only where the grant call, law, reporting, or contractual defence requires it.

Personal data of legal representatives, attorneys, administrative contacts and involved professionals are processed only to the extent necessary for identification, verification of powers, application submission, reporting and contractual protection of the Company.

DPR1.4 Sharing with the Public Financing Team

The Partner authorises the Company to share strictly necessary Corporate Data with registered members of the Public Financing Team, including Public Financing Origination Advisor, Grant Writer and European Project Designer and Compliance Auditor and Grant Assurance Officer. Access is limited to operational need, logged and subject to confidentiality obligations consistent with the applicable attachments.

Sharing may include registered external professionals previously authorised by the Company, provided they are bound by compatible confidentiality and data-processing obligations. The Company does not publish scores, ratings or financial assessments of the Partner and does not act as a rating agency: any algorithmic assessment remains internal, is not communicated to third parties and is used only to decide whether to proceed, request a retainer, reduce exposure or abandon the matter.

When that option is not active, the following applies instead.

DPR1.5 Public Financing Module Not Active

The public-financing data-processing module is not active. In the absence of express activation, the Company does not share the Partner's Corporate Data with the Public Financing Team, does not start grant matching, does not request additional corporate documentation for such purposes and does not enable internal or external professionals to access application files.

DPR1.6 Security, Personal Data Breaches and NDA Coordination

The Company applies technical and organisational measures proportionate to risk, including access control, dossier segregation, access logging, permission limitation, controlled retention and periodic authorisation review. Authorised internal or external persons must be bound by confidentiality duties and instructed on the applicable privacy rules.

Any security incident that may concern personal data must be internally reported within 5 working hours through the formal channel set out in Att. NDA, without prejudice to mandatory GDPR rules. The processor informs the controller without undue delay; the controller assesses the risk and, where necessary, notifies the Italian Data Protection Authority without undue delay and, where feasible, within 72 hours after becoming aware of the breach. In high-risk cases, the controller also communicates the breach to data subjects under Art. 34 GDPR.

The internal notice required by the ConMOU and Att. NDA is a reinforcing contractual measure and does not reduce the deadlines, minimum contents, breach register or obligations towards authorities and data subjects imposed by privacy law.

DPR1.7 Transfers, External Professionals and Operational Minimisation

Sharing with external professionals is permitted only when the relevant flag is active, the person is identified, the operational need is documented and the privacy role is qualified before access. If the professional acts as processor or sub-processor, a written instrument compliant with Art. 28 GDPR is required; if the professional acts as independent controller, scope, purposes, legal basis and applicable notice must be documented.

Transfers of personal data outside the European Economic Area are prohibited unless Chapter V GDPR has been checked in advance, appropriate safeguards are in place, the cloud provider or professional involved has been mapped and legal approval has been obtained. In all cases, data must be limited to what is strictly necessary for matching, application submission, reporting, contractual protection and legal obligations.

COLIVINGLIGURIA

Supplementary Contractual Documentation

Attachment CMP

Compliance, Ethics and Corporate Changes

Attachment modifiable pursuant to Att. R

Unpopulated specimen

Complete document for reviewing structure and default values; it is not intended for execution.

The Company

ColivingLiguria S.r.l.

(Represented by Legal representative identified in the executed copy)

Tax & Registration Data:

P.IVA: 01939660096

REA: SV - 248967

Official Contacts:

Email: colivingliguria@gmail.com

PEC: colivingliguria@pec.it

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The Signatory

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Index of Att. CMP

Binding Vocabulary of the Attachment	24
Art. CMP1 - Compliance Declarations and Absence of Preclusive Causes	24
Art. CMP2 - Change of Corporate Control and Right of Free Withdrawal	25

Binding Vocabulary of the Attachment

The contractual terms below apply solely to delimit this Attachment. Terms already defined by law or by the Principal Document retain the meaning arising from the applicable source and are not redefined.

Term	Applicable definition
Compliance File	The documentary set used to record statements, checks, updates and decisions concerning the organisation's eligibility within the Commenda perimeter.
Preclusive Event	A supervening fact that, under applicable law or the requirements of the specific procedure, prevents or makes continuation of the relevant stage incompatible.
Relevant Corporate Change	A change in control, representation, form, registered office, powers or other corporate data that may affect identity, reliability, signing authority or declared requirements.
Review Suspension	Temporary interruption of the review or profile access to obtain clarifications or documents; it does not by itself amount to a finding of wrongdoing.
Commenda Termination	Closure of the registration relationship or activated stage, with access deactivation and application of the return, deletion and survival duties under the relevant attachments.

Main Legal References of Attachment CMP

This CMP Attachment refers, where applicable, to Legislative Decree 231/2001 on administrative liability of entities, the Public Contracts Code (Legislative Decree 36/2023) for participation requirements and exclusion grounds where grant calls or Public Administration relationships are involved, the Anti-Mafia Code (Legislative Decree 159/2011) where relevant, GDPR Art. 10 for personal data relating to criminal convictions and offences, and the Italian Civil Code rules on contractual withdrawal, good faith, termination and penalty clauses (Arts. 1373, 1375, 1382 and 1456 of the Italian Civil Code).

Art. CMP1 - Compliance Declarations and Absence of Preclusive Causes

CMP1.1 Absence of Convictions and Crimes against Public Administration

To protect the integrity of the corporate ecosystem and the eligibility requirements for public grants (e.g., ERDF funds, Horizon Europe), the Partner formally declares and guarantees, under its exclusive civil and criminal liability, that its legal entity, legal representatives, administrators, and technical directors:

- i. have not received final criminal convictions, nor have pending proceedings, for crimes against the Public Administration (e.g., corruption, extortion, embezzlement), EU fraud, organized crime, or money laundering;
- ii. are not subject to disqualification sanctions pursuant to Legislative Decree 231/2001 (or equivalent foreign regulations on the administrative liability of legal entities);
- iii. are not in any situation that prevents, limits, or precludes by law the capacity to contract with the Public Administration or to receive public financing and subsidies.

Declarations concerning representatives, administrators and technical directors are eligibility and absence-of-preclusive-causes declarations relevant to the relationship, grant calls and Public Administration dealings. The Company does not request criminal records, pending-charge certificates or other nominative data relating to criminal convictions and offences unless a law, grant call, Public Administration procedure or specific legal check makes this necessary; in that case processing is governed by Att. DPR, with minimisation, secure channel, restricted access and documented retention.

CMP1.2 Consequences of a False or Reticent Declaration

The Partner must promptly communicate any change concerning the declarations above. A knowingly false or reticent declaration, or intentional concealment of a relevant preclusive ground, constitutes a serious breach and permits the Company, after verifying the facts and subject to mandatory law, to suspend registration or the active phase, terminate the relationship under Art. 1456 of the Italian Civil Code, disable access, and claim further damage actually proved. An unintentional inaccuracy is handled through a request for clarification or correction where remediable and compatible with safety and compliance.

When the option described in the following provision is active, the following applies.

Where Att. FIN is included in the same execution instrument and this option is expressly active, the intentional conduct described above is also subject to the following penalty clause, without prejudice to the judicial reduction power under Art. 1384 of the Italian Civil Code and recovery of greater damage only where expressly agreed and proved. In the event of a breach of the provisions of this paragraph, a lump-sum compensatory penalty calculated linearly pursuant to Art. 1382 of the Italian Civil Code and the Proportional Regime of Att. FIN shall apply as of right. The sanction shall be determined by applying a minimum base amount equal to € 10.000,00 plus 3% of the Financial Reference Value (V) of the breaching Party, up to an unsurpassable maximum limit (Cap) equal to € 50.000,00 per single documented event, without prejudice to the right to claim compensation for any greater financial or industrial damage suffered.

When that option is not active, the following applies instead.

No predetermined CMP penalty applies in the registration-only profile; suspension, termination, return, deletion, and recovery of documented damage remain available where legally justified.

Art. CMP2 - Change of Corporate Control and Right of Free Withdrawal

CMP2.1 Change of Corporate Control

"Change of Corporate Control" means any extraordinary operation resulting in the transfer of the Partner's majority shares, a merger, an acquisition, or a radical change in the composition of the Partner's administrative or executive board. The Partner obliges itself to notify the Company in advance, via PEC, of any operation likely to determine a change in corporate control, in order to allow the Company to evaluate the compatibility of the new administration with its commercial and strategic interests.

CMP2.2 Right of Free Withdrawal (Ad Nutum) and Termination of Relations

Regardless of the occurrence of a Change of Corporate Control, the Company (ColivingLiguria S.r.l.) exclusively reserves the unquestionable right to withdraw freely and at any time from this Agreement (so-called *ad nutum* withdrawal ex Art. 1373 of the Italian Civil Code), should it consider that the fiduciary, operational, or commercial prerequisites for continuing the partnership no longer exist.

This withdrawal shall operate with immediate effect upon receipt of the communication sent via Certified Email (PEC) to the Partner, without the need for any justification, notice, or payment of indemnity.

CMP2.3 Obligation of Document Destruction and NDA Survival

Upon the effectiveness of withdrawal or termination for any cause, the Partner is required to immediately cease any use of trademarks (Att. TRD) and to proceed, within 24 hours, with the irreversible deletion and destruction of all "Confidential Documents", source codes, hardware manuals, and industrial secrets obtained during the collaboration, as defined in Att. NDA.

The Parties expressly agree that the termination of commercial relations does not extinguish secrecy constraints. All clauses relating to the non-disclosure obligation, the reverse engineering ban, and the non-circumvention agreements shall maintain full validity and ultra-active effectiveness (survival) according to the timeframes established in the respective attachments, legitimizing the Company to apply the relevant penalties in the event of post-contractual breaches.

End of Attachment