

Bilateral Confidentiality Agreement DRAFT

Today, [Date], in [City, Country],

between:

[Company Name], located at [Company Address], Tax ID/VAT No. [Company Tax ID], represented by [Representative Name], in his/her capacity as [Representative Title];

and

[Investor Name], located at [Investor Address], Tax ID/VAT No. [Investor Tax ID], represented by [Investor Representative Name], in his/her capacity as [Investor Representative Title]; (hereinafter, the "Parties")

agree and stipulate as follows:

1. Each Party to this Agreement intends to share certain information (the Confidential Information) with the other party, with the purpose of EVALUATING THE INVESTMENT BY [Investor Name] IN [Company Name] THROUGH A CAPITAL INCREASE (the Purpose).
2. Each Party to this Agreement is defined as the "Recipient" when it receives or uses the Confidential Information shared by the other party.
3. The Recipient undertakes not to use the Confidential Information shared by the other party for any purpose outside of the Purpose without first obtaining written authorization from the other party.
4. The Recipient commits to keeping secure the Confidential Information shared by the other party and not to share it with any third party, except for its employees and its external consultants who need to be aware of the Confidential Information for accomplishing the Purpose and who are, in any case, aware of the confidentiality obligations towards the other party and are bound by obligations equivalent to those of this clause and those preceding it.
5. The obligations of the preceding clauses refer to all the Confidential Information shared between the Parties, regardless of the method and form in which they are shared or recorded, but do not apply to: a. any information that is, or becomes in the future, public domain (except as a result of a breach of this Agreement); or b. any information that is already known by the Recipient and for which it was not subject to a confidentiality obligation before the information was shared with the Recipient by the other party.
6. This Agreement will not prevent the Recipient from sharing the Confidential Information by provision of a law or by order of any competent public authority.

7. Upon written request from the other party, the Recipient must return any copies or recordings of the Confidential Information shared by the other party and may not retain any copies or recordings of the Confidential Information shared by the other party.
8. Neither this Agreement nor the sharing of the Confidential Information grants the Recipient any license, interest, or right in relation to any intellectual property right of the other party, except for the right to copy the Confidential Information shared by the other party solely for purposes connected to the Purpose.
9. The obligations in the preceding clauses shall be valid for [specify duration] from the date of signing this Agreement.
10. This Agreement is governed by the laws of [Specify Jurisdiction].
11. In the event of disputes relating to this agreement, [Specify Jurisdiction] shall have exclusive jurisdiction, even in the case of connection or contingency.

Signed for [Company Name] by [Company Representative Name]

Signed for [Investor Name] by [Investor Representative Name]