

Non-Disclosure Agreement

between

NANOTECNOLOGIA SPAIN S.L. CIF: B 57293763 con domicilio legal en Vía Romana 48, 1º Planta, 07800, Baleares, Spain.

on behalf of itself and its affiliates

hereinafter referred to as “**Nanopinturas**”

and

|

,

hereinafter referred to as “XXXX”

hereinafter jointly as referred to “The Parties”

Preamble

(1)

Nanopinturas possesses certain proprietary and confidential technical, engineering, manufacturing and business information relating to **nanotechnology**, particularly in the field of **coating of substrates**

| , possesses certain proprietary and confidential technical and business information relating to **surface technology products** in general.

The parties wish to share information from confidential documents, data, samples, research results and other information, in order to be able to assess the suitability of

this information with regard to its use in the cooperation between both companies.
(Purpose)

(2) To prevent the proprietary and confidential information of Disclosing Party from becoming public knowledge, the Parties shall conclude the following Non-Disclosure Agreement.

§ 1

(1) Receiving Party shall keep confidential all Confidential Information (as defined under Clause (2) below).

(2) The term "Confidential Information" shall be deemed to include any and all technical information, know-how and/or data of whatever kind, without limitation, contained in any and all documents, notes, analyses, compilations, studies, interpretations or other documents or materials (samples of chemicals) prepared by Disclosing Party, whether in oral, written or other form.

(3) Receiving Party shall not exploit the Confidential Information without prior written consent for any other purpose than agreed upon by the Parties in writing.

§ 2

Receiving Party may disclose said Confidential Information in part or in full without prior written consent of Disclosing Party only if the disclosed information:

1. was available to the public at the time of the conclusion of this Agreement, or became available to the public by no fault that could be attributed to Receiving Party
2. was made accessible to Receiving Party by a third party in good faith, and without the latter violating a confidentiality obligation to which it was held;

3. was known to Receiving Party at the time of disclosure;
4. had been disclosed to the public in accordance with applicable law or regulation or pursuant to any subpoena or judicial proceeding.

The Parties agree that it is the responsibility of Receiving Party to prove that the conditions for excluding information from this Non-Disclosure Agreement have been satisfied.

§ 3

(1) The parties acknowledge that the right, title and interest in the Information and Know-how shall be and remain the exclusive property of the Disclosing Party. Nothing in this Agreement is intended to give or shall be interpreted as giving the Receiving Party a license, express or implied, under any of the Disclosing Party's patents or other rights now owned or hereinafter acquired by the Disclosing Party.

(2) Disclosing Party explicitly reserves its right to apply for intellectual property rights regarding the Confidential Information.

(3) Receiving Party agrees that the sole purpose for Disclosing Party disclosing its Confidential Information to Receiving Party is to enable Receiving Party to evaluate the Confidential Information for its suitability with regard to the Purpose mentioned before. To the extent that samples of experimental materials are furnished, Receiving Party will not perform any analysis of, or have analysed, such samples to determine chemical composition or the method for making the same or provide or disclose such sample to any third party for any reason.

Receiving Party shall use any samples provided only for the purpose of Receiving Party's evaluation of their performance. Receiving Party agrees to hold in strictest confidence all Confidential Information and to use such Confidential Information solely for this purpose. Any use by the Receiving Party of such Confidential Information for any other purpose shall be unauthorized.

(4) All Information and Know-how shall be kept in safe custody by Receiving Party and shall be returned to the Disclosing Party at any time upon request. In such case no copies, drawings, data or any other materials including samples which have not been consumed shall be kept or withheld by the Receiving Party.

§ 4

Receiving Party shall impose all obligations as set out in § 1 to § 3 on its managers, officers and all employees, before providing any of these with “Confidential Information”. Receiving Party shall share “Confidential Information” with managers, officers and employees on a “need-to-know” basis only.

§ 5

Receiving Party agrees to be liable directly to Disclosing Party for any damages caused by any unauthorised disclosure by Receiving Party .

§ 6

(1) If any provision of this Agreement is held to be illegal, invalid or unenforceable under the present or future laws effective during the term hereof, such provision shall be fully severed and this Agreement shall be construed and enforced as if said illegal, invalid or unenforceable provision was never a part hereof. The remaining provisions hereof shall remain in full force and effect and shall not be effected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms as possible to said illegal, invalid or unenforceable provision to still be legal, valid and enforceable.

All legal matters, including the enforcement of this contract will be held in the courts of Ibiza, Baleares, Spain.

(2) This Agreement shall come into force upon its execution and shall be valid only until 11 July 2027. The obligations regarding confidentiality and limits on use shall remain in effect for a period of five (10) years from the date of the disclosure.

Ibiza,

Adam Prats Deakin
Executiver Director
on behalf of Nanotecnología Spain SL