

PROTOCOL: _____
(Provided by Techinnova S.p.A.)

PERSONAL INFORMATION AND CONTACTS

Name & Surname	
Date of birth <i>Format (dd.mm.yyyy)</i>	
Place & Country of birth	
Nationality	
Address <i>(street, civic number, postal code, city, country)</i>	
Telephone Number <i>(with international prefix/ country code)</i>	<ul style="list-style-type: none"> • •
Email Address <i>(multiple email addresses are allowed)</i>	<ul style="list-style-type: none"> • •

Techinnova S.p.A.

Legal Office: Via Giovanni Durando, 38 – 20158 Milano

Operational Office in Lombardy: Via Porro, 90 21058 Induno Olona

Operational Office in Emilia Romagna: Via Dei Traeri, 80 – 41126 Modena

Operational Office in Basilicata: Viale Ionio, 69 – 75100 Matera

Operational Office in Piemonte: Via Avogadro, 29 – 13900 Biella

IN THE CASE OF A STARTUP ALREADY ESTABLISHED

<i>Denomination</i>	
<i>Legal office</i>	
<i>Eventual local units</i>	
<i>Ateco code</i>	
<i>Date of incorporation</i>	
<i>Registration in the national register of innovative startups</i>	

PLEASE NOTE: We request that you send us an advance copy of the Chamber of Commerce certificate of registration updated to the last six months of operation

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BUSINESS IDEA FORM

Before you start: All sections and pages of the following document are mandatory. Please remember to sign the final page as well.

It is also required to send materials (Business plan, pitch and presentation) regarding your business idea.

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Your goal

Choose **only one** answer.

- ☐ To create a new innovative startup
- ☐ To associate with an existing innovative start-up company as a working partner
- ☐ To boost my company

Your idea

Describe your idea and how you intend to develop it (products or services you intend to produce, company mission & vision, etc.)

Your growth path

Tell us about your growth objectives and list your needs for the next 18 months and indicate 5 keywords that could identify your company.

Needs within 18 months:

Keywords:

- 1)
- 2)
- 3)
- 4)
- 5)

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Your team

The team is the key added value of a start-up. Who will be involved in your venture? What are your experiences? What will your role be?

- **Participants:**
- **Work-related experiences:**
- **My role:**

Your market

Describe in which market you intend to operate. Tell us about your ability to reach foreign markets, and indicate whether you plan to work with international commercial or financial partners.

- **Market:**
- **Foreign Markets (Internationalisation):**
- **Partner** *(In the case of a foreign partner, please also indicate the country):*

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Your company is innovative because ...

Do you intend to carry out intensive research and development activities? Do you own one (or more) patent(s) or software(s) used by the start-up?

- **Innovativeness:**
- **R&D activities:**
- **Patent(s):**
- **Software(s):**

Your contacts with the innovation ecosystem

Indicate any previous contacts you have had with incubators, accelerators, universities, investors, the financial world, large companies...

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General terms and conditions

Processing of personal data

By signing this document, each party explicitly allows the other party to insert the collected data into their respective databases.

Each party expressly allows the other party to disclose its data to third parties if such disclosure is necessary for the fulfilment of the obligations, rights and duties connected with the execution of the provisions of this document, or to facilitate the management of the relationships deriving therefrom.

The parties also acknowledge their rights in compliance with the GDPR and the Italian Legislative Decree no. 196 dated 30/06/2003 on the protection of personal data, and in particular the right to request the updating, correction or deletion of such data.

Non-disclosure agreement

The information provided is protected by a non-disclosure agreement. Any idea transmitted at this stage is and shall remain strictly confidential between the contracting parties for the entire duration of the existing relationship. Techinnova also undertakes to limit access to such confidential information to all and only those employees closely involved in the analysis.

Signature of declarant

By signing this document, the undersigned fully accepts the contents of this document, a copy of which will be provided at the end of the meeting.

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CONFIDENTIALITY AGREEMENT

This confidentiality agreement (the “**Agreement**”) is made entered into on _____ between _____, with registered office in _____

(the “**Disclosing Party**”) and Techinnova S.p.A., with registered office in Via Giovanni Durando, 38 - 20158 Milano (MI) (the “**Receiving Party**”) (hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”).

WHEREAS, the Parties are interested in considering potential collaboration ;

WHEREAS, in order to facilitate such discussion, the Disclosing Party may disclose to the Receiving Party certain information which the Disclosing Party considers to be confidential, proprietary and a valuable commercial asset; and

WHEREAS, the Parties desire to maintain the confidential and proprietary nature of any such information;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Definition of Confidential Information

1.1 In this Agreement the term “**Confidential Information**” means all information concerning the Disclosing Party and its affiliates, whether oral or written (and in whatever the form or storage medium), provided, gathered through inspection or otherwise made available, through meetings, delivery or otherwise, by the Disclosing Party or on its behalf by any of the shareholders, directors, officers, employees, consultants, advisors or other representatives of the Disclosing Party (the “**Disclosing Party’s Representatives**”) to the Receiving Party or any of its Representatives (as defined below), and regardless as to whether such information is specifically identified as "confidential", at any time prior to or following the execution of this Agreement, including, without limitation, products, product developments, processes, discoveries, creations, materials, data and outcomes, innovations, improvements, know-how, inventions, techniques, designs, drawings, programs (including computer programs), formulas, developments, financial statements, customer data, employees data, trade secrets, knowledge, data and/or engineering, manufacturing, technical or other information relating directly or indirectly to the business plans and strategies, products, marketing plans, sales figures and projections or any other subject matter relating to the business, assets, suppliers, customers, employees, directors and/or investors of the Disclosing Party or any of its affiliates, and further shall specifically include the existence and terms of this Agreement, the fact that Confidential Information has been requested, disclosed or received, the fact that any investigations, discussions or negotiations are taking place between the Parties concerning the Purpose or any of the terms, conditions or other facts with respect thereto, and any documents, notes, summaries, analysis, memoranda or other writings prepared either by the Receiving Party (or its Representatives) or the Disclosing Party which contain or otherwise reflect any of the foregoing.

1.2 Notwithstanding anything to the contrary in this Agreement, the obligations and restrictions under this Agreement shall not apply to information which: (i) is in or comes into the public domain without breach of this Agreement by the Receiving Party or its Representatives; (ii) was rightfully available to the Receiving Party on a non-confidential basis prior to receipt from the Disclosing Party; (iii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that the Receiving Party does not know that such source is bound by a confidentiality agreement with, or obligation of secrecy to, the Disclosing Party; or (iv) is independently

and rightfully developed by the Receiving Party or any of its Representatives (as defined below) without use of – and reference to – any Confidential Information.

2. Obligations of non-disclosure and non-use

2.1 The Receiving Party shall keep the Disclosing Party's Confidential Information strictly confidential and shall not, except to the extent required by applicable law or definitive court order of a competent court, disclose it or make it available to any third party without the prior written consent of the Disclosing Party.

2.2 In the event that the Receiving Party is requested or required by law or pursuant to any requirement or order of any court or governmental authority to disclose any of the Confidential Information received hereunder, the Receiving Party shall (to the extent permitted by law) provide Disclosing Party with prompt notice of any such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and shall provide the Disclosing Party with all reasonable assistance (at Disclosing Party's expense) in opposing such required disclosure or seeking a protective order or confidential treatment for all or part of such Confidential Information. Pending any such protective order or other remedy being obtained, the Receiving Party may disclose such information which, in its reasonable opinion after having obtained legal advice, it is legally compelled to disclose, and in such event, it shall exercise its best efforts to coordinate with the Disclosing Party to obtain reliable assurance that confidential treatment will be accorded to such Confidential Information.

2.3 The Receiving Party may disclose the Confidential Information only to those of its employees, officers, directors and legal/tax/financial/commercial/technical advisors who (i) reasonably need to know such information for the Purpose, (ii) are aware of the confidential nature of the Confidential Information and know the obligations set forth hereunder, and (iii) are subject, as a result of their employment or engagement by the Receiving Party, to an obligation that prohibits such party from disclosing the Confidential Information at least as restrictive as provided in this Agreement (collectively, the "Representatives").

2.4 The Receiving Party shall cause its Representatives who have access to the Confidential Information to comply with the terms of this Agreement and shall be liable for any breach of the terms and conditions of this Agreement by any of its Representatives.

2.5 The Receiving Party shall use the same degree of care to avoid disclosure of the Disclosing Party's Confidential Information as the Receiving Party employs with respect to its own Confidential Information of like importance but not less than a reasonable degree of care.

2.6 Without the prior written consent of the Disclosing Party, the Receiving Party or its Representatives shall not use the Disclosing Party's Confidential Information for any purpose other than to evaluate and negotiate the Purpose. Without prejudice to the foregoing, the Receiving Party shall not use any of the Confidential Information in any way detrimental to, or to the competitive disadvantage of, the Disclosing Party and/or its shareholders.

3. Return or destruction of Confidential Information

All documents and other tangible objects containing or representing Confidential Information and all copies of them shall be and remain the property of the Disclosing Party. Upon Disclosing Party's request, Receiving Party shall promptly deliver to the Disclosing Party all Confidential Information, without retaining any copies, or, if authorized in writing by the Disclosing Party, shall certify the destruction of all of such Confidential Information not so returned.

4. Ownership of Confidential Information

All Confidential Information is and shall remain the sole and exclusive property of the Disclosing Party, and no license or other rights to Confidential Information are granted

hereby by implication or otherwise. Nothing in this Agreement is intended to grant any rights to the Receiving Party and/or its Representatives under any copyright or other intellectual property right of the Disclosing Party, nor shall this Agreement grant the Receiving Party and/or its Representatives any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth hereunder.

5.Term

The obligations under this Agreement shall remain in effect for a period of five (5) years from the date the receiving Party received the disclosing Party's Confidential Information. This term shall not apply to any Confidential Information disclosed under this Agreement that may qualify as know-how or trade secret, and for such Confidential Information the obligations under this Agreement shall remain in effect from the date of receipt by the Receiving Party and until such Confidential Information becomes public knowledge for reasons other than the breach of the confidentiality obligations of the Receiving Party or its Representatives under this Agreement.

6.No duty to disclose. No Representation or warranty

6.1 The Disclosing Party has no obligation to disclose Confidential Information to the Receiving Party and the Disclosing Party reserves any rights to determine, in its sole discretion, what Confidential Information to disclose to the Receiving Party hereunder.

6.2 All Confidential Information is provided "AS IS". Neither the Disclosing Party nor the Disclosing Party's Representatives make any representation or warranty (express or implied) concerning the completeness, accuracy, condition, suitability, performance, fitness for a particular purpose or merchantability of the Confidential Information. This provision shall not apply to any representations and warranties that may be made in definitive agreements between the Parties concerning the Purpose, if any.

7.Governing Law and jurisdiction

This Agreement shall be governed by the laws of Italy and shall not be governed by the United Nations Convention for the International Sale of Goods. Any dispute, controversy or claim arising out of or related to the interpretation, performance or termination of this Agreement, or a breach thereof, shall be subject to the exclusive jurisdiction of the Court of Milan.

8.Miscellanea

8.1 This Agreement constitutes the entire agreement between the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

8.2 No waiver of any provision of this Agreement shall constitute a waiver of any other provisions or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provisions of this Agreement. Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

8.3 Neither Party shall assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

8.4 Nothing in this Agreement shall impose any obligation upon either of the Parties to establish a business relationship or to enter into any discussion, negotiation or transaction, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement. Neither the Receiving Party nor the Disclosing Party shall have rights or obligations of any kind whatsoever with respect to the

Purpose by virtue of this Agreement other than for the matters specifically agreed to herein.

Read ,confirmed and signed

Techinnova S.p.A.

Date:

Date:

Signature:

Signature:

Name:

Name:

Title:

Title: