

TRADE SECRET PROTECTION AGREEMENT

agreed and concluded between:

Siliko d.o.o.,
Tržaška cesta 31,
1360 Vrhnika, Slovenija
Registration no.: 5741165000
VAT no.: SI48673820
(hereinafter: **"Buyer"**)

and

Emmegi Zincatura Srl
Via Enrico da Fiume, 16
33080 - Fiume Veneto (PN) – Italy
VAT no.: Partita IVA 00007470933
(hereinafter: **"Supplier"**)

The purpose of this agreement is to prevent the unauthorized disclosure of confidential information. By signing this agreement the Partners enter into a confidentiality relationship justifying the disclosure of confidential material within the scope of the mutual relationship.

This agreement prescribes mutual obligations and rights of the Partners before, during and after the conclusion of the main project contract for the protection of data exchanged between the Partners for the preparation and demonstration of the project.

Confidential material includes all information, which has or could have any market value or any other value for the economic activity of the disclosing partner.

2.

The trade secret under this agreement shall be defined as follows:

- Each piece of information willingly disclosed to any other party by the Partner in relation to the preparation and demonstration of the project;
- Each piece of information which is obtained by one Partner from the other Partner during the course of discussions related to project preparation or obtained by one Partner by linking individual data disclosed during the course of such discussions;
- Each piece of trade information of any Partner which is or could be defined as a trade secret pursuant to the suitable provisions of the Companies Act and which is disclosed to the Partner directly by the other Partner or any third party;
- Drawings, documentation, plans, models, patterns, and formulations;
- Know-how, all property rights and other work results, which were not pre-prepared and were generated within the scope of this development project or in the scope of past development projects;

- Development project;
- Time schedule;
- Other information unavailable to unauthorized parties which is obtained by the contracting Partners within the scope of the development project by the second party;
- The results of the operations between the Buyer and the Supplier including all innovations, know-how, test and development reports, initiatives, ideas, patterns, models, drawings, and proposals obtained by the Supplier within the scope of the development project.

3.

The following information cannot be deemed as a trade secret:

- Publicly available data;
- Proprietary data disclosed to the public by an individual Partner;
- Data of a non-confidential nature explicitly excluded from this agreement by an individual Partner;
- Data obtained by an individual Partner via permitted inquiries and by linking together publicly available data;
- Disclosure of any data to prosecuting authorities pursuant to the legislation.

SUPPLIER'S OBLIGATIONS

Supplier's obligations:

- The Supplier shall protect the confidential material;
- The confidentiality obligation also extends to the Supplier's employees, contractual workers and third parties;
- The Supplier undertakes to enter into written agreements with his Partners prior to the disclosure of confidential material; whereby the written agreements must provide the same level of protection to the confidential information as this agreement;
- The Supplier shall not use, disclose, copy or in any other way distribute or publish confidential information on his own behalf or on the behalf of a third party without the Buyer's written authorization;
- The Supplier shall use confidential information exclusively for the purpose of project preparation;
- The Supplier must implement all measures to protect the confidential data from disclosure, theft or unlawful alienation;
- The Supplier must immediately transfer all notes and documents that contain confidential information in written, electronic or any other form to the Buyer on the Buyer's written request.

FINAL PROVISIONS

5.

The agreement shall remain valid for five (5) years following the termination date.

6.

If the Supplier's failure to comply with the provisions of this agreement results in damage incurred by the Buyer, the Supplier must indemnify the Buyer pursuant to the provisions of the Code of Obligations (CO) on the restitution of the damage.

The Supplier agrees that pecuniary damages are a suitable legal mean in the event of the unauthorized disclosure of confidential information and that the Buyer has the right to exercise these types of claims and other claims recognized as substantiated by a competent court without waiving other rights or other legal means.

7.

The Trade Secret Protection Agreement between the Buyer and the Supplier is regulated by the law of the Republic of Slovenia.

Any disputes which cannot be resolved in mutual agreement are resolved by the competent court in Ljubljana.

8.

By signing this agreement, the partners undertake to be fully acquainted with the provisions of the agreement.

The agreement can be subject to change only upon the written agreement by both partners.

_____, _____
Supplier
Director _____

Vrhnika, _____
Buyer
Peter Samsa, Head of purchasing