

CONFIDENTIALITY AGREEMENT

Parties.

Non-disclosure and restricted use agreement by and between:

Lima corporate S.p.A., an Italian joint stock company, having its head office in Villanova di San Daniele (Udine, Italy), 52, Via Nazionale, here represented by Ms. Nicole Karen Esposito, in his quality of Vice President of Global Marketing and Market Access;

and

Orthopedic Clinic CMKP
....., having its head office in
Otwock
Pawel Borkar
here represented by in his quality
of.....

hereinafter referred to as Party or Parties respectively.

Preamble.

Whereas :

- (a) the Parties intend to engage in possible scientific collaborations concerning a clinical study (hereinafter : *the Purpose*);
- (b) in relation to the Purpose, information has been or will be disclosed by either or both Parties ;
- (c) the Parties want to ensure that such information, which each may disclose to the other, is used only for the Purpose and protected from further disclosure ;

now therefore, it is agreed as follows

Article 1

Definitions.

In this Agreement, unless the context otherwise requires :

Disclosing Party means the Party disclosing Confidential Information to the Receiving Party.

Permitted Recipients means the persons/entities – different from the Receiving Party – who reasonably needs to know Confidential Information for the Purpose and who are admitted to their receipt by the Disclosing Party.

Receiving Party means the Party receiving Confidential Information from the Disclosing Party.

Related Company means any corporation, company or other entity that controls or is

controlled by one Party or by another Related Company of that Party, where control means ownership or control, direct or indirect, of more than fifty (50) per cent of that corporation's company's or other entity's voting capital.

Article 2

Definition of Confidential Information.

Confidential Information means any information or data or prosthetic samples, communicated or delivered by or on behalf of the Disclosing Party to the Receiving Party, including – but not limited to – any kind of business, commercial, technical, scientific and clinical information and data, in connection with the Purpose, except for information that is demonstrably non-confidential in nature. The information shall be Confidential Information, irrespective of the medium in which the information or data is embedded and whether the Confidential Information is disclosed orally, visually or otherwise.

Confidential Information may include also information disclosed before the date of signature of this Agreement, provided that within ten days after the signature the Disclosing Party identifies this information and summarizes it in writing and that the summary is promptly given to the Recipient Party.

The signature of this Confidentiality Agreement and its contents are to be considered, as a Confidential Information too.

Article 3

Obligation to keep confidential and restrictive use.

The Receiving Party shall :

- (a) not disclose any Confidential Information to anyone except to the Permitted recipients, who are bound to the same level of confidentiality obligations as set forth by this Agreement;
- (b) use any Confidential information exclusively for the Purpose ;
- (c) keep confidential and hold all Confidential Information with no less a degree of care as is used for a Receiving Party's own confidential information and at least with all reasonable care ;
- (d) not use the trademark, tradename and any other distinguishing sing of the Disclosing Party, even though not yet protected by means of a registration, but de facto used by the Disclosing Party.

The Receiving Party shall ensure that each of its employees, officers, directors, doctors, or

restraining or enjoining such violation by the other Party or any entity or person acting in concert with that Party.

Article 13

Disposal.

Within ninety (90) days of termination of this Agreement, the Disclosing Party may request the disposal of the Confidential Information. Disposal means the execution of reasonable measures to return or destroy all copies including electronic data. Destruction shall be confirmed in writing. Disposal shall be effected within thirty days of the request being made.

The provisions for disposal shall not apply to copies of electronically communicated Confidential Information made as a matter of routine information technology back-up, and to Confidential Information or copies of it that must be stored by the Receiving Party or its advisers according to provisions of mandatory law, provided that this Confidential Information or copies of it shall be subject to continuing obligations of confidentiality under this Agreement; but no further use shall be permitted as from the date of the request.

Article 14

Protective order.

Neither Party shall be in breach of this Agreement to the extent that it can show that any disclosure of Confidential Information was made solely and to the extent necessary to comply with a statutory, judicial or other obligation of mandatory nature, afterwards referred to as « Mandatory obligation ».

Where a disclosure is made for these reasons, the Party making the disclosure shall ensure that the recipient of the Confidential Information is made aware of an asked to respect its confidentiality.

This disclosure shall in no way diminish the obligations of the Parties under this Agreement, except to the extent that a Party is compelled by any Mandatory Obligation to disclose Confidential Information without restriction.

To the extent permitted by any Mandatory Obligation, the Receiving Party shall notify the other Party, without delay in writing as soon as it becomes aware of an enquiry or any process of any description that is likely to require disclosure of the other Party's Confidential Information, in order to comply with any Mandatory Obligation.

Article 15

Good faith and fair dealing.

In carrying out their obligations under this Agreement, the Parties will act in accordance with the principles of good faith and fair dealing. The

provision of this Agreement, as well as any statements made by the Parties in connection with this Agreement, shall be interpreted in accordance with the principles of good faith and fair dealing.

Article 16

Applicable Law. Dispute resolution.

This Agreement is governed by the substantive Laws of Italy.

In the event of any dispute arising out of or in connection with the present contract, the parties agree to submit the matter to settlement proceedings under the ICC ADR Rules. If the dispute has not been settled pursuant to the said Rules within 45 days following the filing of a Request for ADR or within such other period as the parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration.

Article 17

No assignment.

This Agreement, and all of its rights and duties, shall not be assignable by the Parties. Any assignment in violation of the previous paragraph shall be null and void *ab initio* and of no force and effect.

Article 18

Written form.

This Confidentiality Agreement contains the entire understanding between the Parties, with respect to the subject matter hereof, and supercedes all prior agreements, communications, discussion, reports and understanding between the Parties.

This Agreement may not be modified or amended except in writing, signed by authorized representatives of the Parties.

In Villanova di San Daniele, the 03/09/2019.....

On behalf of Limacorporate S.p.A. :

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On behalf of Health Organization:

Pawel Barton.....