CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

This agreement (“**Agreement**”) is executed between:

**Native Digital SA**, Via Industria 9, 6814 Cadempino, Switzerland, represented by Mr. Andrea Biondi, having signature power to engage the company, hereinafter referred to as “**NDSA**" for one part, and

**COMPANY NAME\_\_\_\_\_\_\_\_\_\_\_\_**, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having single signature power to engage the company, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “**COMPANY**" for the other part.

NDSA and COMPANY jointly referred to as “**Parties**” and individually as “**Party**”.

WHEREAS

1. Whereas NDSA has developed and patented a technology for electronic traceability and anti-counterfeiting of physical objects, creating a strong link between them and their twin in the blockchain. That is realized by a radio frequency Smart Dust distributed randomly inside the physical object to create a super identification code, called digital DNA. The Native Digital Web3 Ecosystem is described in the website [ndpa.ch](http://www.ndpa.ch) (referred as “**Technology**”).
2. Whereas COMPANY is interested in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. Whereas with this Agreement the parties consequently intend to regulate the treatment of technical and/or commercial and/or financial information transferred verbally or in writing, in accordance with the procedures defined in this agreement, without any limitation as to the type of support material that will be used for the exchange of information;
4. Whereas the premises in this preamble are an integral and substantial part of this agreement.

**IT IS AGREED AS FOLLOWS:**

1. INFORMATION REGARDED AS CONFIDENTIAL
	1. For the purposes of this Agreement, information or data transmitted verbally or in writing (including hard copies and transmissions by email) by one Party (“**ISSUER**”) to the other Party (“**RECEIVING PARTY**”) and identified as confidential by the ISSUER shall be treated as confidential and, as such, covered by confidentiality.
	2. This identification regarding written communication will be implemented from the ISSUER by means of the affixing of a suitable and clear diction or legend on the documents or transmissions, which defines their confidential nature.
	3. The confidential information that is transmitted orally may be protected by this agreement only if identified as such at the time of their communication and subsequently transcribed and retransmitted to the RECEIVING PARTY, with the appropriate details of confidentiality, within the peremptory time limit of 15 days from the date of verbal communication.
2. INFORMATION NOT CONSIDERED CONFIDENTIAL
	1. Notwithstanding clause 1, the following information will not be considered confidential information:
		1. The information that at the time of the communication are in the public domain or become then, without the RECEIVING PARTY has violated this agreement;
		2. The information that at the time of the communication are already known to the RECEIVING PARTY, provided that such knowledge has not been obtained fraudulently and the RECEIVING PARTY can prove it;
		3. The information processed by each of the parties in a manner entirely independent;
		4. The information the disclosure of which has been previously authorized in writing by the ISSUER.
3. NON-DISCLOSURE OBLIGATIONS
	1. The RECEIVING PARTY, except as set in the preceding paragraph, recognizes the confidentiality of any confidential information what was communicated from the ISSUER in implementation of this agreement and consequently is committed:
		1. Not to disclose and/or not to disclose to third parties, either in whole or in part, in any form (written, oral, graphic, computing support, etc.) any confidential information submitted by the ISSUER;
		2. Not to use, either in whole or in part, for purposes other than those established in this agreement, any confidential information submitted by the ISSUER;
4. MEASURES TO PREVENT THE DISCLOSURE OF CONFIDENTIAL INFORMATION
	1. Both parties undertake to adopt all measures required by the circumstances to prevent the disclosure of confidential information by performing to the following criteria:
		1. Store in an appropriate manner confidential information; and
		2. Limit the number of your employees or third party that will have access to the confidential information only to those who are directly involved in the evaluation, so that the same are made aware of the confidential nature of confidential information and adhere to the content of this agreement.
5. NON-CIRCUMVENTION

COMPANY hereby agrees for himself or herself, their officers, directors, agents, associates, suppliers and any related parties, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by NDSA, its officers, directors, agents or associates, for developing business or otherwise, without the specific written approval of NDSA.

1. TERMS OF VALIDITY

6.1 This Agreement shall enter into force on the date of its signing by both parties and, save as set in paragraph 7 below, will terminate upon notice of COMPANY’s exclusive distribution contract with NDSA.

1. REFUND OF CONFIDENTIAL INFORMATION
	1. In case of termination of this agreement in any manner other than the manner set out in clause 5 above, all confidential information will be either returned by the RECEIVING PARTY to the ISSUER or destroyed. In the latter case, the RECEIVING PARTY shall prepare a record of destruction, which will be sent to the ISSUER.
2. SURVIVAL OF OBLIGATION AFTER TERMINATION
	1. The obligation of confidentiality will remain in force and, unless otherwise agreed in writing, will continue to apply for 5 (five) years after the term of this Agreement.
3. ENTIRE AGREEMENT
	1. This agreement sets forth the general understanding of the parties hereto with respect to the matter covered herein and therein and supersedes all prior agreement, covenants, arrangements, communication, representations and warranties, whether oral or written, by any officer, employers or representative of either party.
4. GOVERNING LAW
	1. This agreement shall be governed by and the substantive laws of Switzerland.
5. ARBITRATION
	1. Any dispute that might arise between the parties depending on the operates correctly, of execution or non-execution of this agreement will be submitted to the judgment the Lugano Court.

Signed in two original copies, one for each party.

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| **COMPANY** | **Native Digital SA** |
| *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | *Mr. Andrea Biondi* |