

NON-DISCLOSURE AGREEMENT

BETWEEN

(Legal entity) ARCHIVIO LUIGI PERICLE, VAT no. CHE-343771194, with registered office in Ascona, represented by Mr. and Mrs. ANDREA E GRETA BIASCA-CARONI, as President and Director of the Archivio Luigi Pericle, and (natural persons) Mr. and Mrs. ANDREA E GRETA BIASCA-CARONI

(Hereinafter referred to as the Revealing Party)

AND THE FELLOW

(Natural person)

born _____, the _____, residing at

(Hereinafter referred to as the Receiving Party)

WHEREAS

- The Disclosing Party is in possession of information of a confidential nature (hereinafter "Confidential Information");
- Such Confidential Information is a scientific, relational and commercial asset of the highest value to the Disclosing Party;
- by close agreement with the Disclosing Party, the Receiving Party disposes of the Information for the purpose of collaboration with the Disclosing Party, a study of the Luigi Pericle's Fund
- The use of such Confidential Information requires adequate forms of protection to guarantee the results to be achieved, its uniqueness and effectiveness;
- To this end, it is necessary to define the specific confidentiality obligations incumbent on the Receiving Party.

Accordingly, the Parties,

AGREE AS FOLLOWS

Art. 1 – Requirements

1.1. The recitals form an integral and substantial part of this Agreement.

Article 2 – Object

2.1. This Agreement governs the confidentiality obligations to which the Receiving Party is strictly bound with respect to Confidential Information, as defined in the following article, of which it becomes aware or will become aware in the future in the course of its activities as auditor, academic, scholar, and scientific collaborator.

3 - Confidential Information

3.1. Confidential Information" means all information acquired by the Receiving Party, in particular: documents, archival documents, pictures, information concerning the Luigi Pericles Fund owned by

the Disclosing Party and the past, present and future activities of the Disclosing Party and its contacts;

3.2. 3.2. "Confidential" shall mean all information which has already been or may be acquired in any form (oral, written, graphic, photographic, documentary, demonstrative), without limitation.

3.4. Confidential Information communicated to the Receiving Party by the Disclosing Party, by companies, consultants, collaborators of the Disclosing Party, agents, advisors, collectors, curators, academics, interns, representatives or any other third parties by the Disclosing Party shall also be subject to the discipline of this Agreement.

3.5 The Receiving Party may not present and/or publish any text relating to the figure of Luigi Pericle without prior written authorisation from the Revealing Party.

Article 4 - Obligations of the Receiving Party

4.1. The Receiving Party agrees to maintain absolute confidentiality with respect to any information acquired by the Disclosing Party and identified as such under this Agreement or any other prior and/or subsequent documents.

4.2. In particular, the Receiving Party undertakes the following requirements:

(a) to consider strictly confidential and, therefore, not to disclose and not to make known to any third party the Confidential Information, third parties being understood to mean all parties other than those signing this Agreement;

b) Adopt all the necessary and appropriate technical precautions and security measures, according to the highest professional standards, in order to keep the Information confidential, as well as to prevent unauthorized access, removal, manipulation and disclosure thereof;

c) Strictly comply with the applicable legislation on privacy and personal data protection.

4.3. the Receiving Party shall not use, transfer, write, reproduce, copy or verbally report even any part of such documents or information in any form transmitted, without the specific written authorization of the Disclosing Party. Confidential Information shall also include existing and future cultural projects related to the Disclosing Party's relations with museums, cultural organizations, academics, curators, collectors, and lenders with whom the Disclosing Party is in contact.

4.4 No text about Luigi Pericle can be written, published or disclosed by the Receiving Party except with written approval from the Revealing Party.

Article 5 - Intellectual property

5.1. Confidential Information provided by the Disclosing Party to the Receiving Party shall remain the property of the Relevant Party and shall only be provided to the Receiving Party for purposes that are shared and agreed between the two Parties.

5.2. In no event shall the Receiving Party have any right or claim in respect of the Confidential Information.

5.3. In no event does this Agreement offer and/or grant to the Receiving Party any right or grant of licence or other right to use any of the material herein, other than under a clearly prescribed agreement between the Parties.

Article 6 - Return of documents

6.1. The Receiving Party undertakes to return to the Disclosing Party, upon the Disclosing Party's request, all copies of any documents or images previously shared, in whatever medium they were created, which contain or refer to the Confidential Information referred to in this Agreement.

Article 7 - Period of duration

7.1. This Confidentiality Agreement shall be of unlimited duration in time, non-negotiable from the following signature date onwards.

Article 8 - Prohibition of assignment

8.1. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

Article 9 – Amendment

9.1. Any amendment to this Agreement shall be made in writing and signed by both Parties.

Art. 10 - Applicable law and jurisdiction

10.1. This Agreement is governed by the laws of Switzerland (Canton of Ticino).

10.2. In the event that any dispute should arise between the Parties regarding the execution and/or interpretation of this Agreement, should it not be settled amicably, the place of jurisdiction should be Locarno-Campagna.

Ascona,

Revealing Party

Receiving Party

Andrea Biasca-Caroni

Greta Biasca-Caroni