

NON DISCLOSURE AGREEMENT

between

Istituto Zooprofilattico Sperimentale dell'Abruzzo e del Molise "G. Caporale"
Via Campo Boario 64100 TERAMO
(hereafter referred to as "IZS")

and

Royal TAG Group
(Royal TAG Group SA and all the company of all the company of the Royal TAG Group)
Via Industria 1, 6933 Muzzano - Switzerland
(hereafter referred to as "Royal TAG Group")

IZS and Royal TAG Group intend to engage in discussions concerning the following subject:

RFID Transponders, Electronic Animal Tags and Readers

For this purpose the Parties hereto will make available to each other highly confidential proprietary information. In order to ensure that such information is retained in strict confidence by the receiving Party, the Parties hereto agree as follows:

1. Either Party recognises the exclusive right and title of the other Party in and to all information disclosed by such other Party.
2. Either Party shall treat as strictly confidential all information disclosed by the other Party, shall make it available to its personnel only to the extent necessary for the discussions and shall, without express prior written agreement of the disclosing Party, not disclose, deliver or otherwise make available such information to any third party. Either Party shall refrain from making use of the information disclosed by the other Party for its own or outside purposes not covered by the purpose of this Agreement.
3. The above secrecy obligation likewise applies to the fact that discussions concerning the above mentioned subject are taking place between the Parties as well as to the contents of such discussions.
4. Not considered as third parties within the meaning of paragraph 2 hereof is the ultimate parent company of both Parties.
5. The Parties undertake to inform their employees as well as all other persons rightfully called in of the above secrecy obligation and shall suitably secure their compliance therewith.
6. The above secrecy obligation shall not apply to Information and facts which, as evidenced by documentary material, are
 - a) in the public domain at the time of receipt by the receiving Party or enter the public domain thereafter through no wrongful act of the receiving Party;
 - b) already known to the receiving Party at the time of receipt from the disclosing Party;
 - c) lawfully disclosed to the receiving Party by a third party;



- d) developed and/or worked out by the receiving Party independently from the information disclosed by the other Party;
- e) required to be disclosed in order to comply with a competently authorised administrative or judicial request, order or decree, provided that the receiving Party gives the disclosing Party sufficient prior notice to contest such request, order or decree.
7. Documents or other items (including but not limited to components) delivered or exchanged between the Parties as well as possible records or the notes thereof shall be kept in a safe place not accessible to persons not entitled thereto and shall, together with all copies thereof, be promptly returned or destroyed upon request of the disclosing Party.
8. This Agreement may not be assigned by either Party without the prior written consent of the other Party.
9. The Parties recognise and agree that nothing contained in this agreement shall be construed as granting any property rights to the respective other party, not by licence or otherwise, not to any invention or any patent right that has been issued based on confidential information of the disclosing party. The Parties shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any disclosing party confidential information without disclosing party's prior written consent.
10. This Non Disclosure Agreement shall come into effect upon its signature by both Parties and shall automatically terminate three (3) years from its effective date. The obligations accruing prior to termination as set forth herein shall survive the termination of this Agreement for a period of five (5) years.
11. This Agreement shall be governed by, construed and interpreted in accordance with Italian law, without giving effect to Italy's rules of conflict of law, and regardless of the place or places of its physical execution and performance.
12. Teramo shall be the exclusive forum for settlement of any disputes arising hereunder.


Lugano, 7.2.2013

IZS Teramo



Fernando Arnolfo

Royal TAG Group



Valentino Benicchio