

Valid from	09/22/2026	Jurisdiction	Italy — Foro di Bergamo
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Mutual Non-Disclosure Agreement

IndustryUX Platform — Annex: mutual confidentiality (NDA)

Codice documento	IUX-EN-32
Versione	1.7
Data	2026-09-22
Set	ANNEXES (EN)
Destinatari	B2B counterparties worldwide (companies, professionals, public bodies)
Lingua	English (authoritative)
Classificazione	Contractual document

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into between DEVIBRAIN S.R.L., with registered office at Via Coggetti 6, 24128 Bergamo (BG), Italy, VAT and tax identification number IT04507220160, certified electronic mail address devibrain@pec.it, owner of the IndustryUX platform and of the registered trademark INDUSTRYUX (the "Provider"), and the undertaking, professional or public body identified in the Identification Record (the "Counterparty"), together the "Parties". Its ten clauses apply to both Parties in the same way.

1. Purpose and scope

The Parties exchange confidential information to evaluate, scope, quote, supply and use the IndustryUX platform and the related services (the "Purpose"), before, during and after any supply agreement. This Agreement is entered into only between parties acting in the course of their trade, business, craft or profession, never with consumers. The Identification Record, pre-filled from the account and verifiable by the Counterparty before signature, is an integral part of this Agreement. Each Party may be a "Disclosing Party" or a "Receiving Party".

2. Confidential Information

"Confidential Information" means any information, in any form, disclosed by or on behalf of a Disclosing Party, or accessed by a Receiving Party, in connection with the Purpose, which is marked as confidential or whose confidential nature is reasonably apparent. For the Provider it includes the

platform, its code, architecture, documentation, roadmaps, prices and know-how; for the Counterparty, its documents, files, models, data, drawings and any information on its machines, plants, processes and production, including what it uploads to the platform or supplies for the training of an artificial-intelligence service. A "Trade Secret" is information qualifying as such under Articles 98 and 99 of the Italian Industrial Property Code.

3. What is not confidential

The obligations of this Agreement do not apply to information which the Receiving Party proves, by written records: (a) is or becomes publicly available without a breach of this Agreement; (b) was lawfully in its possession, free of any duty of confidentiality, before the disclosure; (c) was lawfully received from a third party entitled to disclose it; or (d) was developed independently, without use of the Confidential Information.

4. Use and care

The Receiving Party will: (a) use the Confidential Information only for the Purpose; (b) protect it with measures no less careful than those applied to its own confidential information and, in any event, appropriate to the risk; (c) disclose it only to its employees, directors, affiliates, professional advisers and contractors who need to know it for the Purpose and are bound by confidentiality obligations at least as protective as this Agreement or by professional secrecy (the "Permitted Recipients"), remaining liable for their acts; (d) not copy it beyond what the Purpose requires and not reverse engineer it or the platform; (e) not make it available to third-party artificial-intelligence services that train on the inputs; (f) notify the Disclosing Party without undue delay, and in any event within seventy-two hours, of any loss or unauthorised access, use or disclosure, and cooperate to limit its effects.

5. Disclosures required by law

A disclosure required by mandatory law, by a binding order of a court or public authority or by the rules of a regulated market is not a breach of this Agreement, provided that the Receiving Party, where legally permitted, informs the Disclosing Party in advance so that it may seek protective measures, discloses only what is strictly required and asks for confidential treatment. Nothing in this Agreement prevents anyone from reporting a suspected breach of the law to a competent authority.

6. No licence; data protection

Confidential Information remains the property of the Disclosing Party. This Agreement grants no licence or other right, express or implied, in any intellectual property right of either Party, and gives neither Party any right of ownership, priority or use over the Confidential Information of the other beyond the Purpose. Where personal data are exchanged, each Party complies with Regulation (EU) 2016/679; processing by one Party on behalf of the other is governed by the data processing agreement in force between them, which this Agreement complements and does not replace.

7. Term

This Agreement takes effect on the Effective Date and covers the Confidential Information disclosed in connection with the Purpose, including in the six months before the Effective Date and during any supply agreement between the Parties. The obligations of confidentiality and limited use last for three years from the later of the end of the relationship between the Parties and the last disclosure; for Trade Secrets, for as long as the information remains a Trade Secret. This Agreement and the measures of clause 4 are reasonable steps to keep the information secret for the purposes of Directive (EU) 2016/943.

8. Return or destruction

Within thirty days of the written request of the Disclosing Party and, in any event, at the end of the relationship between the Parties, the Receiving Party will return or destroy the Confidential Information of the Disclosing Party and all copies, confirming this in writing on request. It may keep one copy where a mandatory law or a professional rule requires it, and the copies held in automated backups that cannot reasonably be deleted selectively; such copies remain subject to this Agreement. Content hosted on the platform under a supply agreement is kept, exported and deleted according to that agreement.

9. Remedies and liability

A breach of this Agreement may cause the other Party serious and irreparable harm which damages alone may not remedy: the Disclosing Party may therefore apply to any competent court for urgent, precautionary and protective measures, including those for the protection of industrial property and trade secrets, in addition to compensation for damage. No penalty is agreed. Neither Party excludes or limits its liability for wilful misconduct or gross negligence (Article 1229 of the Italian Civil Code); save in those cases, neither Party is liable to the other for loss of profit, loss of opportunity or other indirect loss.

10. General provisions, governing law and jurisdiction

This Agreement does not oblige either Party to enter into any further agreement and creates no exclusivity. It is an annex to the supply agreement between the Parties: on confidentiality, where the two conflict, the provision offering the Disclosing Party the higher protection prevails; for every other matter the order of precedence of the supply agreement applies. It may be amended only in writing and assigned only with the written consent of the other Party, except to an affiliate or to a successor in the business concerned, on written notice; an invalid provision does not affect the others. The English text prevails over any translation. This Agreement is governed by the laws of Italy; the courts of Bergamo have exclusive jurisdiction, without prejudice to urgent and protective proceedings before any competent court. The "Effective Date" is the date of the later signature or of the acceptance recorded on the platform.

Luogo e data: _____

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Specific approval of clauses (Articles 1341 and 1342 of the Italian Civil Code)

The Counterparty declares that it has read and specifically approves the following clauses (separate step on the platform, or second signature below):

- Clause 4 (Use and care): limits on the Counterparty's freedom of action
- Clause 6 (No licence; data protection): no implied licence
- Clause 7 (Term): obligations surviving the Agreement, Trade Secrets without time limit
- Clause 8 (Return or destruction): time limits and formalities
- Clause 9 (Remedies and liability): urgent relief, limitation of liability
- Clause 10 (General provisions, governing law and jurisdiction): assignment, English text, courts of Bergamo

The Provider accepts the same clauses in their reciprocal application to itself.

Luogo e data: _____

DEVIBRAIN S.R.L.	IL CLIENTE

Changelog

Version	Date	Changes
1.7	2026-09-22	Short-form re-issue: ten clauses on the oneNDA and Bonterms structure adapted to Italian law; substance unchanged; survival shortened from five to three years, Trade Secrets without limitation of time; Identification Record unchanged; new orders only



IndustryUX

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Frozen copy — the authoritative record is the version stored in the IndustryUX legal registry.

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INDUSTRY UX ® IS A REGISTERED TRADEMARK OF DEVIBRAIN S.R.L.
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