

MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

THIS MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT is made and became effective in 03 07 2022 between China Europe Carbon Neutral Technology (Chengdu) Co., Ltd. ("First Party") incorporated in Chengdu, company number (91510100MAG7GCYUP8M) whose registered office is at Unit 703/704, Centre for China-Europe Cooperation, No. 1577 Tianfu Avenue, Chengdu, Sichuan, P.R.C. and Francesca Spigarelli ("Second Party") incorporated in company registration number (CF and/or PIVA) whose registered office is at Department of Law, University of Macerata.

1. Purpose. The parties wish to have cooperation in the field of carbon neutral strategies and activities having First Party Company as platform to develop such activities. Second Party will join the China Europe Carbon Neutral as long term partner having also a presence in the Scientific Committee/Experts Advisory Board.

This initiative then aims to support and substantially contribute to China's path towards carbon neutrality in a holistic and inclusive way by gathering all the stakeholders and creating solutions for each challenge.

The Scientific Committee and Experts' Advisory Board of First Party are a selective group of high-level experts from authorities and stakeholder network organizations representing industry, research and civil society.

In the course of their communications about the opportunities each party may disclose to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential. Additionally, one party may introduce the other to a person or persons with whom the parties hereto, or either of them, might do business. The parties hereto desire that neither circumvent the other in dealing with any person identified in writing in advance of the introduction and so introduced.

2. Confidential Information. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of intangible objects which is designated as "Confidential", "Proprietary" or some similar designation. Information communicated orally shall be considered "Confidential Information" if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties.

Confidential Information shall not however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure to the disclosing party; (ii) becomes publicly known and made generally available after disclosure to the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of the disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party

without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives to the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

3. Non-Use and Non-Disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship.

4. Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly Confidential Information and insure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

6. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

7. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

8. Non-Circumvention. Business opportunity(ies) covered by this Agreement shall be those designated by either party before or promptly after disclosure/introduction, in writing, to the other party, as being covered by this agreement. The other party shall not circumvent the disclosing/introducing party in dealing with any person and business opportunity(ies) so designated. After the designation, the other party shall work directly with the disclosing/introducing party on any covered business opportunity(ies), and shall not circumvent the disclosing/introducing party by working directly with the person introduced on such business opportunity(ies) for a period of five years from the date hereinabove given, except with the express written consent of the disclosing party.

Whenever by the disclosing/introduction of business opportunity(ies) by any party, the other party will sign a business contract and/or investment agreement, then it is agreed that a commission should be paid to the disclosing/introducing party. The exact commission amount will be negotiated between the party.

9. Term. With respect to the Confidential Information, the obligations of each receiving party hereunder shall survive until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party. With respect to non-circumvention, the term of this Agreement shall extend as indicated in Paragraph 9 hereof.

10. Remedies. Each party agrees that any violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

11. Severability. In the event that any of the provisions of this agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minim extent necessary so that this agreement shall otherwise remain in full force and effect.

12. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the party against whom enforcement of the modification is sought. This agreement shall not be assignable by either party without the written consent of the other party, and any purported assignment not permitted hereunder shall be void.

13. Governing Law. This Agreement [and the documents to be entered into pursuant to it] shall be governed by and construed in accordance with the

People's Republic of China laws.

14. Jurisdiction. All disputes arising from the execution of this Agreement shall be settled through friendly consultations. In case no settlement can be reached, the case in dispute shall then be submitted to Beijing Arbitration Commission for Arbitration in Beijing, which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. All the parties irrevocably submit to the jurisdiction of Beijing Arbitration Commission for Arbitration and waive any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

IN WITNESS WHEREOF this Agreement has been signed by the parties hereto on the date stated on page one.

FIRST PARTY

SECOND PARTY

China Europe Carbon Neutral
Technology (Chengdu) Co., Ltd.

By: _____
{signature}

By: 

Name: Massimo Bagnasco

Name: Francesca Spigarelli

Title: CEO

Title: Full Professor / Applied
economics (SECS-P/06)

Pro-Rector for the transfer of knowledge
and competences, for
entrepreneurship, for the
implementation of the European
Charter for Researchers and for
European Research Policy;

Pro-Rector for institutional and local
relations