

## CONTRACT

Between

**Tellure Rôta S.p.A.** located in Formigine, Via Quattro Passi n. 15 tax code and VAT 00180900367, in the person of its legal representative Dr Elena Lancellotti, hereinafter referred to as Tellure Rôta S.p.A.

And

.....located in ..... tax code ..... VAT ..... in the person of legal representative .....hereafter referred "Customer"

## WHEREAS

- Tellure Rôta S.p.A. is leader of the civil domestic and industrial wheels and castors production
  - Tellure Rôta S.p.A. has an Industrial Research laboratory named "Laboratorio Test & Research of Tellure Rôta S.p.A.
  - "Laboratorio Test & Research of Tellure Rôta S.p.A. is dedicated to the development research on materials and innovative solutions on logistic environment
  - "Laboratorio Test & Research of Tellure Rôta S.p.A. has a know-how for Industrial Research activities and technological transfer on definition of suitable models to predict the dynamic, thermic, fatigue and vibro-acoustic behavior of wheel treads made of elastomeric and thermoplastic materials
  - Once Client's requests have been studied, Tellure Rôta S.p.A. is available to take office according to the Client's requests
  - with this contract the parties intend to identify the goals and stages of the project in process, the conditions as well as the terms and procedures once the duty has been fulfilled;
- all of the above being state and to be considered an integral part of this contract

## IT IS HEREBY AGREED AS FOLLOWS

**Art. 1 – The contract and location of work** – 1. With this contract the Client assigns to Tellure Rôta S.p.A., which accept the Industrial Research and technological transfer having the follow duty

The activities included in the contract \_\_\_\_\_ (please, describe in detail the activities to perform meaning the specific goals, the planned activities, the expected results, the any reports in order to formalize the gained results, the duration of the contract, the list of tools provided for performing the task).

2. During the contract Tellure Rôta S.p.A. may draw on collaboration of both own staff and technical specialized external personnel able to manage every profiles inherent to the tasks undertaken and up the Client needs.

3. The activities here included will be done at "Laboratorio Test & Research by Tellure Rôta S.p.A.". Parties mutually agree, in order to promote the activities and objectives achieved, it is granted the mutual access to the managers of the activities and the personnel involved, to the laboratories and the research facilities.

**Art.2 – Nature of the obligation** – 1. The Parts mutually agree that the obligations here by Tellure Rôta S.p.A. in relation to aforementioned project of research, must be understood mere obligations of means and not obligations of results.

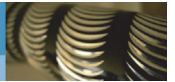
**Art. 3 – Implementing result** – 1. In order to have a more profitable performance of activities mentioned in the Art. 1, each part will provide a manager coordinator in charge to supervise the activities of development and the realization of the Product, as well as the relation with the Client. Any Project Manager replaced will agree and communicate to the other part within a reasonable period of notice in writing.

2. During the project the parties agree in order to operate under a close monitoring the progress of the project, through agreed meetings in order to verify the performance of the activities.

3. After each meeting a report will be prepared, if necessary completed with design drawing attached, in order to report the progress of the work accepted by the Client.

4. The report will be undersigned follow by the meeting from each part and exchanged between the parties by email, fax and hand.

5. Technical solutions contained in each report will be fully approved and accepted by the Client.



6. Should arise during the project the opportunity to change previously approved technical solutions, any revision of the already completed project procedure, period and cost will be discussed as may be appropriate and necessary for the best outcome of the research or suggested by the results achieved in the meantime.

(ANY OTHER BUSINESS)

*If prototypes have been made, the Client must follow strictly the instruction and recommendations of Tellure Rôta S.p.A. as the technical file for that purpose will be delivered. Consequently Tellure Rôta S.p.A. will not be considered responsible in any way for any damage may arise, even for third part, using the prototype inappropriate, not in according to the instructions provided by the technical dossier. Likewise, no liability will be attributed to Tellure Rôta S.p.A., arising out of to the third part, by any intervention and/or stage of technical development which re-made by the Client and without a written permission from Tellure Rôta S.p.A.*

**Art. 4 – Consideration** – 1. In consideration of the assignment given here the Client will recognize an all included fee to Tellure Rôta S.p.A. and inclusive flat rate of total €.....+VAT) to be paid according as follow:

- Eur.....+ VAT at the signing of the Contract
- Eur.....+VAT to the total of.....
- Eur.....+VAT to the total of.....

Payments will be done through a transfer 30 days from the date on the invoice end of month on the following bank details c/c IT33F020081290000002916001

The Client must pay the agreed compensation to the extent, the procedures and the due date indicates and will have to act, in every act of execution of the contract, correctly and in good faith, without prejudice to any other legal obligation and contract.

The failure by the Client's obligations specified in the preceding paragraphs, it will make Tellure Rôta S.p.A. entitle to terminate this contract according to and for the purposes of the article 1456 cc, with the effects of a compensation provided by law.

**Art. 6 – Ownership of the results** – It is being understood the existing national legislation on patenting, if research results liable to get the subject of patent rights, ownership of know-how and patented results and not, arising from activities under this contract, as well as the exploitation rights commercial, is governed by the rules contained in Annex 1 (Regulation of Intellectual property) given below.

**Art. 7 – Duration** – This Contract is into force with the signatures by the both two parts and it will run until the completion of research or technology transfer, according to the time frame indicated in Art. 1.

2. Parties may agree on an extension of the duration of this contract, after signing a separate written agreement. If the extension including activities in addition to those specified in Art. 1, the Parties agree that an extension of Article 1 and the corresponding remuneration.

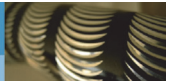
**Art. 8 – Insurances** - Each Party will provide the insurance laws of their staff who, by virtue of this contract, will be invited to attend during the implementation of activities. Personnel of one the Party, involved in the research at one the location of the other Party in order to execute the work and / or activities related to this Contract, will must comply with the disciplinary regulations and the safety regulations in the laboratories of the other Party, it being understood that the insurance cover remains in the structure of belonging.

**Art. 9 – Safety** – The personnel of each Party must comply with the disciplinary and safety rules and regulations in force at the places of execution of activities related to this contract.

**Art. 10 – Responsibilities of the parties** - Each of the Parties will raise and hold harmless the other Party from all damages, actions or claims that may arise from the execution of this Contract by its personnel or otherwise attributable to the events.

**Art. 11 – Termination of agreement** – 1. Each Party shall have the right to end this agreement with immediate effect by written communication to the other Party if:

- a) the other Party becomes subject to insolvency proceedings or disposes of all or part of its assets to creditors or makes an agreement with its creditors for a moratorium of debts;
- b) the other Party incurs due to a fortuitous event or force majeure, which results in a delay in the project exceeding thirty days.



2. The Client may terminate the agreement if this Tellure Rôta S.p.A. has remained in breach of any of the obligations herein granted, and is considered a breach continued for a period not less than thirty days from the date on which the Client has notified in writing that failure to put an asking remedy. The Client must pay the fees for the tasks executed by Tellure Rôta S.p.A. at the dissolution of the relationship, unable to lead to adjustment of such fees or compensation any of his claims for damages, for a price reduction or other object or except fulfillment.

**Art. 12 - Unforeseeable circumstances or force majeure** – The Party shall not be liable for any delays in the project where this has been caused by accident or force majeure and, more generally, by unpredictable events outside their control of the Party which undergoes the event.

2. If there is a fortuitous event or force majeure, the Party involved in the event shall promptly inform in writing the other Party and, at the same time, take all those reasonable measures to limit the consequences of delay.

**Art. 13 – Obligation of confidentiality** - Both Parties undertake to respect and ensure respect to its employees the bond of confidentiality of all information, data, documents and news, in whatever form provided, which are deemed confidential and not intended for public distribution as defined in Attachment 2 - Confidentiality agreement, be considered an integral part of this Contract.

**Art. 14 – Disputes** – 1. For any dispute arising between the Parties concerning the interpretation and/or execution of this contract, without exception, the jurisdiction is the Court of Modena, exclusively, at which the Parties elect domicile for all purposes, being excluded and therefore waived any other competitor of competence.

**Art. 15 - The contract is not transferable and the rights derived therefrom** – 1. Considered the nature of a trusting relationship that is established as a result of this Contract, the Parties may not assign the Contract and other rights derived from it, and cannot perform any activity that is incompatible with the bond of trust.

2. The failure to fulfill obligations specified in point 1) will legitimize the non-defaulting Party to terminate this Contract pursuant to Article. 1456 Civil Code with the effects of a compensation established by law.

**Art. 16 – Communication** - Any communication between the Parties relating to this Contract must be in writing.

**Art. 17 – Charges and expenses** - This Act is subject to registration only in case of use under Article. 5 and 39 of Presidential Decree 131/1986 and art. 1 point 1 of the rate - Part Two attached to the same decree as amended, by the requesting Party. Stamp duty costs are borne by the requesting Party.

**Art. 18 - Referral to law** - Although not expressly provided, regulations apply by law are applicable to the relations and circumstances provided for in this Contract.

**Art. 19 - Disclosure according to the Code for the protection of personal data (Legislative Decree no. 196/2003)** - The Parties mutually declare to have received from each other verbally, the disclosures required by the Code for the protection of personal data and be aware of the rights accruing to each, as the person concerned.

2. Based on the foregoing, the Parties declare to each other to present their express consent to the processing of personal data, including their communication or distribution, for purposes related to the conclusion, execution and termination of this Contract.

3. Tellure Rôta S.p.A. and the Client take the commitment, each according to own jurisdiction, to require third Parties with whom relations were maintain, the commitment to comply with the Code for the protection of personal data.

Attached:

- Ownership of result – Attached 1
- Confidentiality agreement – Attached 2

Read, confirmed and subscribed:

Formigine,

Tellure Rôta S.p.A.

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According to and in acts of 1341 and 1342 cc it is expressly stated to approve the terms set out below: Art. 4 (mode of execution of the task), Art. 5 (Consideration), Art. 6 (Ownership of the product), Art. 7 (Duration), Art. 11 (Resolution), Art. 12 (Unforeseeable circumstances or force majeure), Art. 13 (Confidentiality), Art. 14 (Disputes), Art. 15 (Contract not transferable), Art. 19 (Information according to Legislative Decree 196/2003).

Tellure Rôta S.p.A.

CUSTOMER

## Attached 1 - OWNERSHIP, USE AND PUBLICATION OF RESULTS OWNERSHIP OF RESULTS (ACTIVITY COMMISSIONED)

1. The results obtained in the framework of the activities listed in Article 1 of the contract shall remain the property of the Client, who may have fully and freely. The Client will be responsible alike every other industrial ownership rights thereto, except for rights to inventors according to the existing law. The results which may be the subject of patent rights, the Client has the right to ask the patent in its own name supporting the costs. In that case Tellure Rôta S.p.A. must provide, exclusively in respect of the Client, the same scientific documentation necessary for obtain these patents. For the purposes of this section shall be considered as arising from the activities referred to Article 1 any invention made by the same people in charge of the Head of Research and have given rise to the conduct of the same during the Contract period.

1.1 Being the Client may pay a supplementary contribution to TR for patents obtained are defined as follows, to choose an alternative or in combination.

- a) - a sum of € + VAT, equal to \_\_\_\_% (\_\_\_\_percent) of the amount indicated in art. 5, at the time of filing the patent application and a sum of Eur \_\_\_\_ + VAT equal to \_\_\_\_% (\_\_\_\_ percent) of the same amount, when the patent is granted (*to be determined a priori a minimum and a maximum value*)
- b) - a royalty equal to \_\_\_\_% (\_\_\_\_per percent) of revenues results from commercial exploitation of the patent made by the Client and / or licensees of the patent itself, for the duration of the patent (plus any extensions of time), to the extent and in ways that will be granting the first patent.
- c) - a flat rate of Eur (\_\_\_\_), to the extent and in ways that will be granting the first patent to the extent and in ways to be granting when it granted the first patent (*to be determined a priori a minimum and a maximum value*).

1.2 In addition to or instead of supplementary contribution that the Client would pay to Tellure Rôta S.p.A., this latter will have, on request and only for purposes of study and research, a free license non-exclusive, transferable patent.

1.2.1 During of research or technology transfer, the Project Manager of the Client shall promptly notify any inventions related to the results achieved.

1.2.2 Should the Client has no interest to request the patenting of the results in his own name, Tellure Rôta S.p.A. can proceed independently to the patent application succeeding in its entirety to a possible industrial exploitation.

1.2.3 In the case where activities under this contract would lead to the filing of patent applications, the Client will be required to disclose Tellure Rôta S.p.A., within 30 days of the filing of the patent application, including the date and number of itself.

## OWNERSHIP OF RESULTS (ACTIVITY IN COOPERATION)

1. It being understood that each Party is the exclusive owner of patentable results obtained independently and on their own, even though this field of research covered by the agreement of scientific cooperation, in the event that the conduct of joint research of mutual interest will lead to impressive results patent protection, the system of ownership of the results will be in equal share, unless it can establish a different repetition of ownership on the basis of the accelerated diversity of the importance of the contribution made by each Party to the achievement of the result of invention.

## USE AND RELEASE OF RESULTS (ACTIVITY COMMISSIONED)

2 The Client can freely use the relations and / or the results derived from the activity of this Contract, provided that, unless specific written agreements between the Parties, is excluded the direct use of the name and / or logo for advertising purposes. The right to publish the results obtained are guaranteed to the inventor and Tellure Rôta S.p.A., prior written consent of Client. The Project Manager can freely and free use of those results, but only for indoor use. He cannot make it, in whole or in part, the subject of scientific publication without the prior written consent of the Client. This consent will not be unreasonably withheld and will be under strict considerations protection and exploitation of intellectual property and industrial development of these results.

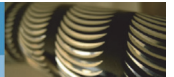
## USE AND PUBLICATION OF RESULTS (ACTIVITY IN COOPERATION)

2.1. Assuming the results are jointly implemented in full and effective collaboration, consisting of contribution homogeneous and objectively indistinguishable, the Parties will undertake to carry out the



publications, even though they will contain data and information disclosed by one Party to another confidentially. In this case, the publications must carry the name of the authors.

2.2 Assuming results achieved and the contributions made by independent and separable parts, even if that can be organized in a unitary form, each Party may independently publish and/or disclose the results of their studies, researches and experiments, expressly recognizing the contribution of the other part. If these publications contain data and information made confidentially by a Party to the other, the Parties must seek prior authorization.



## **Attached 2 - CONFIDENTIALITY AGREEMENT**

The implementation of activities, including art. 1 of the contract attached to this private agreement, means that each Party has access to information, knowledge and pre-existing intellectual ownership rights related to these, held by draw each part before signing the Contract. Confidential written and oral information and / or reserved for, limited, but not limited to data, information and technology, in any medium contained (hereinafter "Information") are and remain the exclusive property of the Party providing it.

The development of the project will require Parties exchange of information, data and knowledge which is essential heritage for the attainment of the objectives identified in the Contract.

The use of such information, data and knowledge requires appropriate forms of protection to guarantee the results that they want to achieve, their originality and their possible patentability.

To this end, each party agrees for itself and for its staff to comply with the following set:

### **Art. 1 - Object**

This agreement, to be considered part of the agreement attached, determines the obligations of confidentiality to which the shares are held with respect to information, data and knowledge defined as confidential in accordance with the following articles of which they become aware in the course of the activities described.

### **Art. 2 – Confidential information**

1. For the purposes of this agreement, it is understood as "confidential" the information, data and knowledge revealed or delivered from one part to the other that at the time of delivery or identification are identified as confidential.
2. The confidential nature of information, data and knowledge of the previous paragraph must be clearly highlighted (eg. stating "Confidential" on the correspondence and documents on the subject of communications sent by e-mail), in order to allow the Parties themselves, and to authorized the immediate identification of these and subsequent compliance with the obligations of confidentiality under this agreement.
3. The term "confidential" cannot be associated with information, data or knowledge:
  - the public domain at time they were disclosed to the receiving Party, or in the public domain by act or conduct not prohibited to the receiving Party;
  - the disclosure of which is set by the observance of laws or regulations, or implementation of a measure of public authorities, provided that the Parties have previously consulted about the form and content of such disclosure, unless otherwise provided by law, regulation or public authorities.

### **Art. 3 – Obligation of confidentiality**

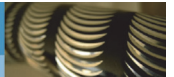
1. The Parties are forbidden to disclose and communicate in any manner or form information, data and knowledge to individuals who are not authorized.
2. Such information, data and knowledge will be used to the extent strictly necessary and by means to carry out the research activities of technology transfer, provided the specific contact in the preamble and in ways that will not imply in any way the nature of confidentiality or adversely otherwise damage.
3. The information, data and confidential knowledge may not be copied or reproduced in part if not for operational requirements closely related to the conduct of activities in the previous paragraph.

### **Art. 4 – Responsible**

In their organization each Party identifies the person responsible for processing information, data and confidential knowledge, which will subscribe to all members of the group or research, and other entities authorized by this statement with which they assume confidentiality obligations under this agreement and identified.

### **Art. 5 – Security**

1. Both Parties agree to take all precautions and safety measures necessary to protect the information, data and knowledge to ensure that confidential and is in no way compromised the nature of their confidentiality. Particularly Parties agree to take all necessary measures to prevent such information from being disclosed outside without the prior consent of the other Party.



#### **Art. 7 – Duration**

1. Confidentiality obligations extend from the signing of this agreement, throughout the duration of the contract, including the phase of evaluation of the results, expected to \_\_\_\_\_, except for any extension of the period of viability of the confidentiality agreement itself to be agreed later between the Parties and before the expiry of the period mentioned.

2. In the case of patentable results and start the patent process, the duration of this agreement of confidentiality will extend up to \_\_\_\_\_ months following the filing of the patent, subject to compliance with rules of any obligations of confidentiality contained in the concession agreements intellectual property rights defined under the law.

#### **Art. 8 - Returning the documents**

The expiration and any termination of this Agreement for any reason, the Parties mutually agree to:

- return the original and all copies, properly indicated and for which the delivery has been expressly provided for the return, on any media created, containing or relating to information, confidential data and knowledge that they hold;
- delete or destroy any recording made on any media, such information, data and knowledge.

Read confirmed and signed.

Formigine,

Tellure Rôta S.p.A.

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