

# ADABRA

## PARTNERSHIP AGREEMENT

The present agreement (the "Agreement") will enter into force at the present date between:

AD SPRAY SRL, legally resident in Arezzo Corso Italia n. 233, VAT N. 02087840514  
(the "ADSP");

e

the NEW PARTNER, as better defined in the Attachment A of the present agreement.

### PROVIDED THAT:

- ADSP and the NEW PARTNER have the will to start a partnership on certain business opportunities more specifically identified (the "Opportunities");
- ADSP has built a marketing automation and intelligence platform named ADABRA on which it has unlimited property and commercial rights;
- ADSP can choose to share with the NEW PARTNER certain confidential information, such information being of technical nature, financial or commercial, belonging to ADSP or to third parties;
- The NEW PARTNER has shown interest to propose to its clients and/or prospects the services offered by ADSP, consequently becoming ADSP's partner;

### THAT BEING STATED

both parties agrees on the followings:

1. (a) As stated in this Agreement, the word "Affiliate" means any person or control entity, controlled by or under the common control of one of the two parties.

(b) As stated in this agreement, the "Confidential Information", means all the technical, engineering, pricing structure, employees, commercial or characteristic, models, reports, projects, forecasts, or any other information that (i) when given from ADSP or its Affiliates to the NEW

# ADABRA

PARTNER or its Affiliates, will be marked as "Private Ownership", "Confidential" or similar terms, or (ii) if orally transmitted, will be classified as confidential or of private ownership at the moment that they will be sent and promptly confirmed in writing to the NEW PARTNER by ADSP.

Even though any label or notes will be missing and subject to the following point (c) all the codes, information, projects or any other material related to the Opportunities made known by ADSP (both orally or in written) will be previously considered as Confidential Information by ADSP. ADSP will have the right to correct any non-intentional mistake in order to declare the information as Confidential Information by written notice as soon as possible (but no longer than five (5) working days) after the mistake has been identified. After receiving such notice the NEW PARTNER must, from that moment on, treat such information as Confidential.

(c) Notwithstanding what stated in clause (b), the restrictions stated in this Section on the usage and disclosure of Confidential Information, will not be applied to the information that: (i) have been already known by the NEW PARTNER at the time of disclosure or that will become of public domain as a result of a non-illegal behaviour of the NEW PARTNER; (ii) have been received by a third party to be freely made known to the NEW PARTNER; (iii) will be known by the NEW PARTNER independently from and without any link to any of the ADSP's Confidential Information or any information that ADSP have confidentially transferred to any third party; (iv) will be transferred by the NEW PARTNER to a third party with the written agreement from ADSP; or (v) will be legally required by any government authority or according to law on the condition that, before making such information public, the NEW PARTNER should cooperate with ADSP and give to ADSP an adequate possibility to object or guarantee the confidentiality of such informations.

(d) As stated in this Agreement, an ACTIVE client means a client indicated by the NEW PARTNER that: 1) has completed the setup phase and implemented Adabra on its website or any other of its digital or physical properties (by way of example and not exhaustive published in the "live" version or "in production" of the website); 2) is actively using at least ten (10) segments and three (3) product recommendations; 3) such elements getting a number of views at least equal to the sixty per cent (60%) of the monthly page views of the properties on which they've been installed.

2. The present Agreement will be in force for a period of two (2) years starting from the date of signature (the "Closing"). Both ADSP and the NEW PARTNER can end this Agreement by giving written notice to the other party ninety (90) days before the Closing; without this written

termination note the agreement will be effective for one (1) more year. Any of the rights of ADSP and the duties of the NEW PARTNER rising from the present Agreement regarding Confidential Information made known before the Closing, will remain anyway valid.

3. The NEW PARTNER must not, without the written agreement of ADSP, divulge, publish or give access any Confidential Information to any person or legal entity, different from employees or consultants of the NEW PARTNER or its Affiliates that will have the need of such information and that accepted the conditions stated in the present Agreement. The NEW PARTNER declares to have proper and effective agreements with its Affiliates, employees or consultants such as to ensure the observance of this Agreement and, in any case, the NEW PARTNER will be responsible for any violation of this Agreement made by its Affiliate, employees or consultants. The NEW PARTNER agrees, for its own interest, that the Confidential Information has to be used with the only scope of evaluating the Opportunities and to discuss them with ADSP. The NEW PARTNER agrees to use the same care and discretion to limit the divulgation of the Confidential Information as he usually does with its own Confidential Information of the same nature, but in any case with less than the proper right care.

4. Everything written in the present Agreement will be considered as a right to transfer any license rights; all the Confidential Information transferred to the NEW PARTNER will remain sole property of ADSP. By written notice, ADSP can ask the NEW PARTNER to promptly give back all the Confidential Information that has been transferred to the NEW PARTNER in tangible form (both written or included in the computer software and filed in an electronic archive or any other tangible support), included all the copies and duplicates of such information (both provided from ADSP or created by and for the NEW PARTNER). Every abstract, notes, memorandum or other document containing any Confidential Information or description, summary or analysis of Confidential Information will have to be destroyed and such destruction have to be certified in written by a functionary appointed by the NEW PARTNER.

5. The supply of Confidential Information in force of the present Agreement will not force any of the parties to make any other agreement or negotiation with the other party or, except from what can be formally stated in this Agreement, to refrain from having a negotiation or agreement with any other party. Both parties agree that, until a final Agreement regarding any of the transaction related to the Opportunities (e.g. the signature of a purchase agreement of the ADSP services by the client provided by the NEW PARTNER) will be executed and distributed to the parties, none of

# ADABRA

the parties will have any kind of legal obligation regarding any arbitration agreement despite that coming from the present Agreement, for the topics here expressly stated.

6. Both parties acknowledge that the Confidential Information are valuable and unique, and that the disclosure in breach of the present Agreement can cause irreversible damages to ADSP, and that ADSP will not have adequate protection if the NEW PARTNER will breach its own obligation in relation with the present Agreement. Therefore is here set that, in case of any violation of the obligations coming from the NEW PARTNER, ADSP will have the right to obstacle the NEW PARTNER from taking any action that is forbidden by the present Agreement, or to ask to the NEW PARTNER to be compliant to its dispositions. The dispositions of this paragraph are added to any other legal right or facilitation that ADSP will have according to the applicable law.

7. The NEW PARTNER, by signing the present Agreement, commits to propose to its clients the ADABRA platform in a preferential way , for the whole duration of the present Agreement.

8. The NEW PARTNER authorizes ADSP to use its own brand and logos in the commercial communications finalized to increase the awareness of the ADABRA platform, both nationally and internationally.

9. ADSP gives to the NEW PARTNER the faculty to present itself as a "ADABRA AUTHORIZED PARTNER". Such status will be acquired by the NEW PARTNER once already two (2) potential clients introduced by him will become ACTIVE. The NEW PARTNER commits to insert in its own communication materials (website, brochures and commercial communications) the logo provided by ADSP that will state the status of "ADABRA AUTHORIZED PARTNER". Furthermore he agrees that such status can be cancelled in any moment by ADSP and consequently the NEW PARTNER will have to remove, within thirty (30) days, the ADABRA logo and brands from its own materials.

10. Both parties understands and accepts that ADSP does not give any warranty regarding the Confidential Information, included their own precision, completeness, and the fact that they will be free from any third party claim regarding patent infringement, copyright or third party rights, and that ADSP will not have any responsibility on mistakes or omissions in relation or, for any business decision made by the NEW PARTNER.

11. ADSP agrees to pay a negotiation fee (the "NEGOTIATION FEE") to the NEW PARTNER, as

# ADABRA

determined in the Attachment A. Such negotiation fee can be the result of different agreements made during the same solar year.

12. Confidentiality: Both parties agrees to maintain the strictest confidentiality on the existence and the content of the present Agreement, with the exception of the fact that such information will be required to one of the parties by the law, with the understanding, in such case, to promptly inform the other party of such duty and to previously agree the content of such divulgation.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Italy. For any dispute related or connected to what stated in this Agreement the parties agrees to submit it to the sole and exclusive jurisdiction of the competent Arezzo court.