

BROKERAGE AGREEMENT

By and between

[*] with headquarters at [*], VAT N. [*] represented by [*], in the capacity of [*] hereinafter the “Company”

and

[*], with headquarters at [*] VAT N. [*] represented by [*], in the capacity of [*] hereinafter the “Broker” hereinafter referred to as the “Party” or, together, as the “Parties”

Whereas

- The Broker wishes to promote the sales of the products produced by the Company indicated in Annex A (the “Products”), and the Company is willing to authorize the Broker to report possible sales opportunities;
- The Parties intend to agree on the terms and conditions of their cooperation in the following agreement (the “Agreement”):

It is agreed as follows

1 Appointment of the Broker

- 1.1 The Broker is authorized to promote the sale of the Products to potential clients in the following territory: [*] (the “Territory”). Any exception to this shall be possible only if agreed in the written form between the Parties.
- 1.2 It is expressly agreed that the Broker shall not be obliged to continuously promote sales nor does it have exclusive promotional rights. The Broker is only authorized to report to the Company potential clients based in the Territory who are interested in acquiring the Products.

2 Costs

- 2.1 The Broker will conduct business with complete autonomy and the costs of its activities will be exclusively the Broker’s responsibility, unless otherwise agreed in writing between the Parties. There will be no employment nor commercial agency agreement between the Company and the Broker.

3 Non-competition

- 3.1 It is agreed upon that the Broker will not represent nor have contact with, in any form, directly or indirectly, companies in competition with the Company, unless authorized in writing by the latter.

4 Exclusivity

- 4.1 The Broker has the exclusive right of promotion of the Products. The Broker shall always inform the Company of its intention to contact a prospective client and will refrain to do so if so requested by the Company.

5 Promotional activity

- 5.1 In promoting sales of the Products, the Broker must exclusively use the advertising material, samples and documentation provided by the Company and shall always state its position as an independent authorized broker, not as a representative nor agent of the Company. The activity of

the Broker will be limited to the introduction of the potential client to the Company. In case the Parties agree to involve the Broker in the negotiations related to a possible transaction, such activity of the Broker, unless differently agreed in writing between the Parties, will be remunerated only with the Commission.

6 No Representation

6.1 In promoting the Products the Broker shall refer only to the information made available by the Company; the right to conclude contracts shall remain exclusively with the Company, which reserves the right to accept or reject the eventual offers and any potential client indicated by the Broker.

7 Commission

7.1 The Broker shall have the right to the Commission for all sales of Products to the Clients indicated and confirmed by the Company until the expiry of the Term (as defined below) and for [*] after the expiry of the Term. It is agreed upon that all activities of the Broker shall be compensated solely by the commissions on eventual sales procured by the Broker: there will be no direct collaboration between the Company and the Broker, nor will the Company be financially or legally responsible for the activities of the latter.

8 Calculation of Commission

8.1 The Broker shall indicate the potential client to the Company in writing form and the Company shall confirm in writing whether they are interested in such potential client, or not. Only upon the written confirmation of the interest of the Company and the successful conclusion of a contract (meaning that the entire price of the Product has been paid by such client), unless otherwise agreed in writing, the Company will pay to the Broker the commission calculated as follows: [*] (the "Commission").

8.2 The Company shall pay the Commission by wire transfer within [*] days of receiving the invoice of the Broker, which can be issued only upon payment of the price by the Client. No Commission is due unless the Broker has indicated the potential client in writing form and the Company has accepted in writing such proposal of the Broker.

9 Duration

9.1 The Agreement will be valid for [*] starting from the execution by the Parties (the "Term") and can only be renewed with a written agreement between the Parties.

9.2 At the end of the Agreement, no indemnity or compensation will be due, for any reason whatsoever, for the work performed by the Broker.

10 Confidentiality

10.1 All technical and commercial information that the Broker will acquire during the validity of this Agreement is to be considered highly confidential and can only be used for the purposes indicated in the Agreement. Any disclosure of this information is forbidden unless it is used to promote a potential sale of the Products.

11 Applicable Law and Dispute Resolution

11.1 The laws of [*] apply to this Agreement, without regard to conflict of law rules.

11.2 The Court of [*] shall have exclusive jurisdiction over All disputes - included those of not contractual nature - arising out of, related or connected to this Agreement.

12 Entire agreement

12.1 This is the entire agreement between the Parties and supersedes all prior agreements, representations and understandings between the Parties. No modification of this Agreement shall be binding unless agreed in writing by both Parties.

Signed on [*]

For [*]

[*]

For [*]

[*]

**ANNEX A
PRODUCTS**

The Broker is authorised to promote the sale of the following Products:

[*]

The Company

The Broker
