

Commercial Recovery and Resilience Plan

PCRR JWTeam Srls - Registered office: Via Terrazzano 85 - 20017 Rho (MI) - CF and PI 12092970966, Share Capital € 200, Pec: pcrjw@pec.it
Location Milan: **Date**; Reference court: Milan (Italy); although not expressly indicated, reference is made to the current jurisprudence on intellectual property and according to treaties in force between the countries of the parties (in the Paris Convention).

AGREEMENT FOR LICENSE OF KNOW-HOW/Project on Industrial Property attributable to Lavanga Vito (Italy, LVNVTI57E16I493K).

Between: PCRR JWTeam Srls, represented by Lavanga Vito, based in Milan, Via Terrazzano 85, Italy, called "Concessionaire" (on the one hand) and the **Company ... (Vat code ...), represented by ..., with registered office in City, State,** called "Licensee" (on the other hand), also given that the Concessionaire is in possession of technical, commercial and application know-how pertaining to industrial property, which are of interest to the Licensee, the following is agreed and stipulated.

Art. 1 - The Concessionaire authorizes the Licensee to **produce, distribute** the goods and services produced with the know-how provided, both in written and verbal form, in person or electronically.

Art. 2 - The non-exclusive license cannot be transferred to third parties, except with the prior consent of the Concessionaire. The first Licensee is granted the right of first refusal on any subsequent license in the same territory (subject to further agreements, convertible exclusively for balance sheet purposes, with double advance and guaranteed every year).

Art. 3 - This license (production, distribution) is granted for the following territory and in each commercial segment (NACE): **WIPO/UN 1,000,000 People, focused on ...Country, ...City, ...;**

Art. 4 - The Licensee undertakes to provide the Licensee with assistance and all information regarding the material for use, its experimentation, the methods of use used, including what to be kept secret, so that a normal technician professional qualification can realize the goods or services after a reasonable period of learning and experimentation. The Licensee will provide the Licensee, within 3 months from the signing of this contract, with assistance and information useful for the Licensee's executive designs to achieve the product. Goods and services of the Licensee may bear the distinctive trademark of the Licensee (if authorized, with a dedicated license), to guarantee the conformity and lawfulness of the goods themselves. These materials will be accompanied by a dossier, dated by PEC and secret, complete with this agreement with sensitive data.

Art. 5 - The Concessionaire declares not to be aware of the existence of valid patents belonging to third parties and placed to protect the industrial process covered by this contract. Although in the issuing phase, the competent Bodies have already verified, as a practice, that each patent was NEW and INVENTIVE at that date, we cannot guarantee that a similar patent cannot subsequently prove to exist.

Art. 6 - The Licensee will pay the Concessionaire **8%** of the consequent turnover (direct or indirect) or equivalent goods in the active market; half-yearly reporting and the right to transparency on the relevant accounting are agreed. The Licensee undertakes to pay the amount of € **...1,000,000** (€ 1/10Ab), 20% upon signing this agreement, the balance within 30 days, as an advance (non-refundable) and a sudden commitment to develop the license (under penalty of forfeiture of the exercise of the pre-emption). Further mark-ups may be agreed in the future, in writing, against specific additional services.

Art. 7 - The Licensee, for herself and those whom she introduces to the secret, undertakes to consider all documents and information communicated (know-how) as strictly confidential, even after the conclusion of this contract. In this regard, it will take all appropriate precautions in order to safeguard the overall secret and know-how.

Art. 8 - The Parties undertake not to participate, directly or through a third party, in any company that could improperly use, in the same territory as agreed, the documentation and technical information covered by this contract. The Parties will cooperate with each other to prevent, in every best way, that third parties can slavishly copy the product. In particular, they will provide each other mutual assistance in the direct action to prosecute the imitators or counterfeiters, in the ways and in the forms permitted by the laws and regulations in force in the countries where there are or are acting third parties to be prosecuted.

Art. 9 - This contract will have a duration of 20 years. At the end of the validity of this contract, the Licensee will refrain from disclosing the technical documentation in its possession.

Concessionaire Signature:

Licensee Signature:

Return, complete in all its parts, by PEC, to: pcrjw@pec.it