
NON DISCLOSURE AGREEMENT (NDA)

With this confidentiality agreement between

3D Print Italia S.r.l. , registered office in Rimini (RN) Via Euterpe 3Q, 47923 VAT, CF and R.I. 03616700401, Uff. Reg. Companies of Rimini R.E.A. 300891 and the "Customer" and both jointly the "parties"

given that:

- PolyD is the brand owned by 3D Print Italia S.r.l. specialized in the realization of 3D printing projects;
- for the purposes of this agreement, PolyD means both PolyD and 3d Print Italia s.r.l. ;
- the customer is interested in making use of the service offered by PolyD and, for this unique and exclusive purpose, it needs to make available to PolyD Confidential information as defined below;
- for the purposes of this agreement the customer acknowledges and accepts that the production of the commissioned product (3D printing) is carried out by 3d Print srl, a company established under the laws of San Marino with headquarters in Acquaviva (RSM) Strada del Lavoro, 41, established on 15 March 2006 , Registered on March 21, 2006 at No. 4141 of the Companies Register, Economic Operator Code 20476;
- for the purposes of this agreement, confidential information is defined as all information, deeds, documents, and data of any nature (in whatever form transmitted, oral, paper or electronic) transmitted by the customer to PolyD for the performance of its service. The information, deeds, documents, news and data whose disclosure is imposed by the observance of legal provisions or by the implementation of a public authority measure must not and cannot be considered as confidential;
- for the purposes of this agreement, files are files with the extension .stl / .stp;
- all the confidential information, as described above, in whatever form they are communicated by the customer to PolyD, are and remain the exclusive property of the party that owns it;
- PolyD's mission is to carry out the work requested by the customer by defending and guaranteeing its intellectual property. The PolyD Protected protocol is an exclusive manufacturing process that protects the client's privacy: the PolyD Protected protocol, as better described later in the art. 2 of this agreement allows protected 3D printing;

Having said this, the members confirm that it is necessary to enter into this confidentiality agreement in order to protect the customer and guarantee the treatment of the confidential information that he / she wishes to transmit to PolyD for the performance of his / her work.

art. 1 - Introduction

The introduction is an integral, substantial and inseparable part of this agreement.



Print your components. Protected.

PolyD is a trademark fo 3D Print Italia Srl
Via Euterpe, 3Q
47923 Rimini Italy E-mail: hello@polyd.it

art. 2 - Confidentiality obligations and PolyD Protected protocol

PolyD undertakes to protect the confidential information and therefore the intellectual property of the customer to the best of its ability through the use of the PolyD Protected protocol, to which it confirms with this agreement that it will also be obliged towards the customer.

Through the PolyD Protected protocol, 3D Print Italia S.r.l. guarantees that:

- once PolyD, by means of 3D printing, carried out by 3d print s.r.l., has realized the customer's project, it does not keep any copies of the models produced;
- the customer who logs in to the platform uses the functions of the Quote Page and has access to a reserved, protected and exclusive user area;
- the customer has total control of the uploaded files; he always knows where they are, since uploading, until the order is delivered;
- after delivery, PolyD and 3d print s.r.l. they delete the file from their production systems: there is no reason to keep it as it remains available in the customer's reserved area;
- the order process is structured to ensure customer confidentiality (the order is associated with a unique code, which accompanies the work throughout the production phase, without explicit references to the customer's personal data; the customer's order is packaged in anonymous box, during shipment the logistics generates the transport document starting from the unique code, when the package has already been closed and packaged, the invoice is generated following the issuing of the bill);
- to further protect the customer, if he wants to reprint his project, he will have to send the file back to PolyD.

art. 3 - Right to return and destruction of confidential information

Remaining always in accordance with the provisions of art. 2) of this agreement the customer will have the right to request, at any time and without prior notice, the immediate return or destruction of any confidential information transferred to or acquired by PolyD on any physical support or platform.

PolyD is expressly prohibited from refusing, impeding or otherwise preventing such restitution or destruction as well as withholding copies, extracts or reproductions, in any form or with any support, of the Confidential Information which the other party has requested to be returned or destroyed.

art. 4 - Intellectual property

PolyD acknowledges that mere communication or learning of Confidential Information does not constitute a right to claim any industrial or intellectual property rights on such Confidential Information or on inventions, developments, applications, improvements, disclosures and uses arising therefrom.



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art. 5 - Disclosure required by the authority

The customer acknowledges that they could be requested by a governmental and judicial authority at the same, to PolyD or to 3D print s.r.l. confidential information sent to PolyD. The customer undertakes to cooperate and acknowledges that PolyD and 3D Print s.r.l. transmit the Confidential Information requested by the Authority in their possession.

art. 6 - No obligation except confidentiality

This confidentiality agreement does not impose any obligations on the parties other than as expressly provided for. Therefore this agreement does not imply, by way of example and without limitation, any contractual obligation to purchase, sell, license or otherwise transfer products or services.

art. 7 - Duration of this agreement

With regards to the order process only, this agreement must be considered valid and binding between the parties for one year starting from the date of the signing of the same. However, the non-publication of the work commissioned by the client and the exclusive ownership of the information for the owner will always be guaranteed.

art. 8 - Declaration of domicile and communications

All communications regarding this Agreement must be made in writing to the intended domicile, unless otherwise provided in writing sent and received by the other party,

A) for 3D Print Italia S.r.l. : Rimini (RN) Via Euterpe 30 (Italy)

B) for Customer:



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art. 9 - Final provisions

This Agreement replaces and is novel of any previous agreement between the Parties and having the same object.

The eventual invalidity of individual clauses will not determine the total nullity without the commitment of the Parties to replace any invalid clauses with agreements as much as possible equivalent.

Any change to this Agreement, for the purposes of its validity and effectiveness, must take the written form and must be signed by both Parties.

This Agreement is governed and interpreted in accordance with the laws of the country in which 3D Print Italia S.r.l. has its registered office, without reference to provisions regarding conflict of laws ("applicable laws").

Except for mandatory legal provisions, in the event of disputes arising from this Privacy Agreement, the competent court will be the Court of Rimini where 3D Print Italia Srl has its registered office.

Subject to the right to file a complaint before a court, the CUSTOMER and 3D Print Italia S.r.l. undertake to first make every reasonable effort to reach an amicable settlement of the dispute.

3D Print Italia Srl

vit registered office in

Via Euterpe 30,

47923 Rimini

P.IVA, CF e R.I. 03616700401,

Uff. Reg. Impr. di Rimini R.E.A. 300891

Customer's name:

SIGNATURE



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