Agreement

Concluded between:

Leone SpA
Via Ponte a Quaracchi 50
50019 Sesto Fiorentino - FI ITALY
Business ID: IT 01686960483
"Leone"

e

Juan Cruuz
Maravillas
Smart

Each sometimes referred to as a "Party" and collectively as the "Parties"

Preamble

Leone designs, manufactures and markets dental products, in particular orthodontic and implant products, suitable for private and public clinics as well as teaching environment.
Smart designs, manufactures and markets high-tech dental equipment and software suitable for private and public clinics as well as teaching environment.

Leone will provide Smart with certain data, including but not limited to 3D digital data CAD files, material specifications and other technical information ("Data") and Smart will use the Data in applicable parts in its treatment planning software and upgrades thereof ("Software") to provide appliance illustrations and diagnostic and/or treatment information to dental professionals relating to orthodontics project ("Project"). Smart is distributing Software worldwide through its distributors or directly to dental professionals. During the cooperation the Parties may disclose each other Confidential Information and therefore the Parties agree as follows:

1. "Confidential Information" shall mean any technical and/or commercial information, including but not limited to future or present products, research and development, production process and plans, business plans, know-how, technology, sources of products, contracts, drawings, sketches, designs, materials, samples, marketing and financial data, customers, employees or any other confidential information disclosed whether in writing, orally or by any other means to one Party by the other Party or by a third party on behalf of the other Party after the date of this Agreement. Confidential Information has to be clearly of confidential nature or is marked "confidential" or the like or is received orally and designated as confidential or the like at disclosure and thereafter reduced to writing and marked "confidential" or the like within thirty days thereafter.

2. Smart and Leone each undertake to treat as confidential all and any Confidential Information, use the same only for the Project and agree not to disclose the same to any third party. Smart will disclose the Confidential information only to its employees, directors, officers and attorneys who have a need to know of it as part of evaluation and use of the same.

3. The restrictions on the use and disclosure of Confidential Information shall not apply to any information which is:
1. known to the receiving Party prior to the time of its receipt pursuant to this Agreement; or
2. in the public domain at the time of disclosure to the receiving Party or thereafter enters the public domain without breach of the terms of this Agreement; or
3. lawfully acquired by the receiving Party from an independent source having a bona fide right to disclose the same; or
4. independently developed by an employee of the receiving Party who has not had access to any of the Confidential information of the other Party; or
5. required to disclose by order of any court or regulatory authority.

4. If either Party is required to by judicial or administrative process to disclose any portion of the Confidential Information, the Party in question will promptly notify the other Party.

5. Smart undertakes to use the Data solely for the purposes of the Project unless otherwise agreed in writing by the Parties.

6. Nothing in this Agreement shall be construed as a license or other authorization express or implied, under any of either Party's patents, copyrights, trademarks, trade secrets, or other intellectual property rights. Smart may not alter, decompile, disassemble, reverse engineer, or otherwise modify the Data received hereunder. However, Smart has the right to alter the resolution i.e. triangle

count of the Data, but will not modify the content of the Data in other respects, when incorporating in applicable parts to the Software.

7. Leone will deliver to Smart from time to time the latest version of the Data which Smart will update and incorporate to the Software.

8. This Agreement is valid from the date of this Agreement until further notice. This Agreement may be terminated by either party by giving the other party six (6) months written notice.

9. Upon the termination of this Agreement, at the request of either Party, the other Party shall return or destroy the Confidential Information it has received under this Agreement. In addition, it is especially agreed that Smart will return the Data together with any copies thereof. For the sake of clarity, the responsibility to return and destroy the Data does not apply to the copies delivered already to the third under this Agreement as a part of the Software.

10. In no event shall either of the Parties be liable to the other Party for any indirect, incidental, special, consequential, punitive, or similar damages or losses, including without limitation loss of profits, revenue, data, business opportunity or use.

11. If any provision of this Agreement is determined to be illegal or in conflict with the applicable law, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective provision, which is economically equivalent. The same shall apply in case of a gap.

12. Ancillary agreements, amendments, additions hereto must be made in writing.

13. This Agreement shall be governed by Italian law. Disputes arising from this Agreement are to be settled by arbitration. The sole arbitrator is to be appointed by the Justice Court of Florence.

The Parties hereto acting by and through their duly authorized representatives have executed this Agreement in duplicate, one for each Party.

Firenze 08.05.23

Gabriele Scommegna   **Smart**
Direttore Ricerca e Sviluppo Leone SpA