

**Gilardoni S.p.A. a Socio Unico**  
Arturo Gilardoni n. 1  
23826 Mandello Del Lario (LC)

To be anticipated via e-mail and then to  
be sent by registered mail

Attn to: Purchasing Department

### **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

Reference is made to the Agreements between us ("**Receiving Party**") and your company, Gilardoni S.p.A. a Socio Unico ("**Disclosing Party**"; the Receiving Party and the Disclosing Party being hereinafter referred to individually as the "**Party**" and collectively as the "**Parties**") to observe the following.

#### **WHEREASE**

- a) Agreements between the Disclosing Party and the Receiving Party are in progress for the stipulation of one (hence also the "**Contract**") or more contracts (hence also "**Contracts**") for which the Receiving Party will provide goods and services in favour of the Disclosing Party;
- b) that, for the purposes of point a), the Receiving Party needs to receive Confidential Information from the Disclosing Party (hence also "**Confidential Information**");
- c) that such Confidential Information constitutes, for the Disclosing Party, a technical and commercial property of considerable value;
- d) that for these reasons, it is necessary to define the specific Confidentiality obligations on the Receiving Party covered by this Confidentiality and Non-Disclosure Agreement (hence also the "**Agreement**").

#### **NOW, THEREFORE, THE RECEIVING PARTY ASSUMES ANY AND ALL OBLIGATIONS AS SPECIFIED BELOW:**

##### **1. PREMISES**

The premises are an integral part of this Agreement.

##### **2. PURPOSE**

This Agreement governs the secrecy obligations to which the Receiving Party is held responsible with respect to the Confidential Information pursuant to the following articles of which it will become aware both in the phase preceding and following the stipulation of the Contracts.

##### **3. CONFIDENTIAL OR CONFIDENTIAL INFORMATION**

The term "Confidential Information" means any data, Information, documentation, material, instrument and research and development program provided to the Receiving Party or acquired directly or indirectly by the latter, in any form (eg written, verbal, electronic, by direct vision or any other intelligible form, etc.) and on any type of media (eg paper, electronic, etc.), clearly marked as "Confidential" or indicated with similar wording with the purpose of describing the Confidential nature of the Information.

The Information received from the Receiving Party as a result of this Agreement is considered Confidential.

The Confidential nature of the Information also concerns:

- the studies, researches, analyses and processings developed by a Party on the basis of the Confidential Information provided by the other Party;

- any Information transmitted orally, as well as Information regarding third parties.

The following Information can not be classified as Confidential:

- Information of public domain before the transfer of this Information to the Receiving Party;
- Information that become of public domain after the transfer of such Information to the Receiving Party, without violation of this Confidentiality Agreement;
- Information that become of public domain after the communication of this Information to the Receiving Party due to fact not attributable to the Receiving Party;
- Information that are already in the Receiving Party's possession before the communication, if this circumstance can be proven by means of documents preceding the date of the communication;
- Information that are legitimately communicated to the Receiving Party by third parties that are not bound by obligations of Confidentiality and non-disclosure;
- Information that are developed independently from the Receiving Party without the use or reference to the Information of the Disclosing Party, as shown by documents and other evidences owned by the Receiving Party;
- Information whose delivery to Judicial or Administrative Authorities is imposed on the Receiving Party by laws or regulations, or by the Judicial or Administrative Authorities themselves. In this case the Receiving Party shall notify the Disclosing Party in writing before the disclosure or, if this is not possible, immediately afterwards, and communicate the manner in which the delivery of the Information will take place in such a way as to limit its diffusion as far as possible.

The Confidential Information communicated to the Receiving Party by subsidiaries, consultants, agents or representatives of the Disclosing Party are also subject to the provisions of this Agreement.

#### **4. NO USE AND NON-DISCLOSURE**

The Receiving Party agrees not to use Confidential Information for purposes directly or indirectly other than those described in this Agreement.

The Receiving Party undertakes to bind to this Agreement all its employees and collaborators (including associated companies pursuant to Article 2359 of the Civil Code), who are made aware of such secret Information in relation to the purpose of this Agreement.

The Receiving Party undertakes to involve its employees and collaborators only and exclusively to the extent that is strictly necessary.

The Receiving Party undertakes not to disclose Confidential Information:

- to unauthorized third parties;
- to unauthorized employees and collaborators of third parties.

The disclosure of Confidential Information is permitted only and exclusively in the event that such third parties or their employees and collaborators for various reasons are directly involved in the activity to which the processing of data is finalized. If it is necessary to involve third parties for the performance of the activities indicated, the Receiving Party shall have such third parties sign a Confidentiality Agreement with a similar content to that of this deed.

Employees and collaborators of each of the Parties are not intended as Third parties.

The Receiving Party has the right to disclose Confidential Information to its directors, executives, employees, legal advisors or other advisors (hence the "**Representatives**") to the extent strictly necessary for them to perform the role they have been appointed to fulfill purposes for which the Confidential Information will be communicated by the Disclosing Party. It is understood that the Representatives will be informed of the Confidential nature of the Confidential Information and the Receiving Party undertakes to ensure that they are bound by Confidentiality Agreements, as if they were parties to this Agreement.

In case of unlawful disclosure of the Confidential Information by the Representatives, the responsibility for the damage caused will be borne by the Receiving Party.

In any case, the Receiving Party will take all necessary precautions to safeguard and protect the Confidentiality of the Information.

In the event that the Receiving Party or the Representatives were required, by law or by provisions issued by law, to disclose, even in part, the Confidential Information, the Receiving Party shall promptly notify the Disclosing Party and undertake, in any case, to take every possible precaution to protect the Confidential nature of the Confidential Information.

#### **5. MAINTENANCE OF CONFIDENTIALITY**

The Receiving Party undertakes to use the Confidential Information to the extent and with the means strictly necessary for the purpose of this Agreement, adopting all the security measures necessary to protect the secrecy and to avoid the disclosure of the Information received under the Agreement. The Receiving Party undertakes to process the Confidential Information received using the security measures adopted for its Confidential Information, ensuring that all persons who have access to the Confidential Information are bound by Confidentiality through Agreements of a similar form to that of this Agreement.

The Receiving Party shall evaluate, on the basis of a standard of normal reasonableness and diligence that must be measured according to the nature and type of the Information received and / or processed, the methods used to protect the Confidentiality of the Information. If, following this analysis, the methods used are inadequate to the nature and type of Information received and / or processed, the Receiving Party shall adopt (for the Confidential Information received and / or processed by the other Party) systems that, according to a standard of normal reasonableness and diligence, are adequate to protect the Confidentiality of the type of Information in object, under penalty of liability for any damage caused to the Disclosing Party by disclosure of the Confidential Information subject to this Agreement.

The Receiving Party undertakes not to make copies or reproductions (partial or complete) of the Confidential Information, except for operational needs strictly connected to the performance of the specified activities in the Contracts between the Parties.

#### **6. RETURN OF MATERIALS**

All Confidential Information that has been communicated by the Disclosing Party (on any media, paper or electronic) and all copies held by the Receiving Party remain of the Disclosing Party's property. Upon expiry and in the event of termination (for any reason) of this Agreement, the Receiving Party agrees, upon written request of the Disclosing Party, to return:

- the originals of any Confidential Information, appropriately identified and for which the return has been provided, on whatever media they have been created (paper or electronic), which contain or refer to the Confidential Information;
- copies of any Confidential Information, appropriately identified and for which the return has been provided, on whatever media they have been created (paper or electronic), which contain or refer to the Confidential Information.

Once they have been returned, the Receiving Party agrees to delete such Confidential Information permanently from its systems and its paper archives (both hard and soft copies).

However, the obligation to maintain confidentiality of their content shall be applied in accordance with the provisions of the Article 8 below.

#### **7. TERMS AND LIMITATIONS**

The duration of this Agreement is 10 years from its subscription. Where this Confidentiality and Non-Disclosure Agreement is ancillary to another Agreement that can be autonomously interrupted or where the negotiations in progress cease for any reason, the Receiving Party will remain bound to respect

Confidentiality with reference to the Information acquired within the scope indicated for three (3) years after its termination for any reasons.

In case of patents, patentable results and initiation of the patenting procedure, the confidentiality obligations under this Agreement shall remain in force and fully effective until such Confidential Information become public for reasons not attributable to the action of the Receiving Party or its employees and collaborators.

#### **8. REMEDIES**

The Receiving Party acknowledges that any violation of the provisions of the Agreement may generate the right to an economic compensation and therefore undertakes to indemnify the Disclosing Party from any loss, damage and / or cost that the latter shall incur as a result of the default of the Receiving Party. All other legal remedies provided for by the current legislation are excluded.

The Receiving Party hereby declares that failure to exercise, or the partial or immediate exercise of the Disclosing Party of any right or remedy provided for by the Agreement or by law, does not constitute or can be interpreted as a waiver of the right or remedy, or to the faculty inherent in the right not yet exercised, or renounce to another right or remedy.

#### **9. PERSONAL DATA PROTECTION**

The processing of any personal data included in the Confidential Information must be in full compliance with the current legislation, in particular with EU Regulation 679/2016 concerning the personal data protection (hereinafter: "**the Regulation**") and its subsequent amendments, and of Legislative Decree n. 101/2018 and subsequent amendments.

If the Receiving Party is the addressee as the external Responsible of Processing, the Receiving Party also undertakes to process the personal data received from the Disclosing Party in full compliance with the terms and conditions specified in the role itself.

#### **10. ETHIC CODE AND MODEL 231**

The Receiving Party declares to know the Ethics Code and Behaviour of the Communicating Party, to have read it and to accept its contents, as well as to undertake to fully and scrupulously respect its provisions. Non-compliance with the aforementioned provisions of the Ethics Code and Behaviour is to be considered a serious breach and reason for the termination of this Agreement for non-compliance, pursuant to art. 1456 of the Italian Civil Code, and therefore legitimize the Communicating Party to terminate this Agreement with immediate effect.

#### **11. APPLICABLE LAW AND JURISDICTION**

This Agreement has been written and must be interpreted in accordance with Italian law.

For disputes arising from interpretation, including those concerning its validity and interpretation of the Agreement, the Courts of Milan shall have exclusive jurisdiction

#### **12. FINAL CLAUSES**

This Agreement does not provide the Receiving Party with any right or license or other right to use patents, trademarks, models or other industrial or intellectual property rights.

The Receiving Party may not assign this Agreement to third parties.

If one or more elements of the Confidential Information become known, this Agreement will continue to produce its effects in relation to the other elements not known yet.

The Communicating Party shall not issue any statement or guarantee, nor expressed and implicit, as to the accuracy or completeness of the Confidential Information and shall have no liability to the Receiving Party or any other person or entity, arising from Confidential Information or their use.

This Agreement consists of a preamble, the Premises and 12 numbered paragraphs. If any provision of this Agreement should be invalidated or rendered unenforceable by virtue of legal or judicial provisions, the same will be interpreted in the sense of preservation of any other clause, or part of a clause, that may be retained, unless it is essential clause.

All communications under this Agreement shall be in writing only.

This Agreement, which cancels and replaces any other previous Agreement between the Parties in the matter, constitutes the integral manifestation of the Agreements reached and may be amended or completed exclusively expressly approved in written by the Communicating Party.

Date, \_\_\_\_\_

\_\_\_\_\_  
Authorized signature (legal representative)

With reference to the above extended contractual content, in relation to the provisions of Articles 1341 and 1342 of the Italian Civil Code, the Parties declare that they have carefully read, accepted and specifically approved the following articles: 4. NO USE AND NON-DISCLOSURE – 5. MAINTENANCE OF CONFIDENTIALITY – 7. TERMS AND LIMITATIONS – 8. REMEDIES – 10. ETHIC CODE AND MODEL 231 – 11. APPLICABLE LAW AND JURISDICTION.

Date, \_\_\_\_\_

\_\_\_\_\_  
Authorized signature (legal representative)