

## NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This non-disclosure and confidentiality agreement (the "**Agreement**") is entered into this [data], by and between [NOME DATI SOCIETA'] and [NOME DATI PROGETTATORE] (the "**Projecter**"), altogether defined as "**Parties**" and on a singular basis as "**Party**", and includes any and all information pertaining to [NOME PROGETTO] as illustrated on Attachment A (the "**Project**").

### 1. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- a) Both Parties understand and agree that each Party may have access to the confidential information of the other party. For the purposes of this agreement, "Confidential Information" means proprietary and confidential information about the disclosing Party's (or any third parties') business or activities, whether in written, oral or other form, which the disclosing Party furnishes, causes to be furnished or otherwise discloses to the receiving Party, or which the receiving Party otherwise learns in connection with the evaluation of the Transaction (including the status thereof, the fact that discussions or negotiations are taking place or have taken place concerning the Transaction and the content thereof as well as the fact that the Parties expressed an interest in the Transaction). Such information includes, but is not limited to, all business, financial, technical, and other information marked or designated by such Party as "confidential" or "proprietary." Confidential Information also includes information, which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential.
- b) For the purposes of this agreement, Confidential Information does not include:
  - i. Information that is currently in the public domain or that enters the public domain after the signing of this Agreement.
  - ii. Information that the receiving Party knew prior to receiving any Confidential Information from the disclosing Party.
  - iii. Information that the receiving Party independently develops without reliance on any Confidential Information from the disclosing Party;
  - iv. Information which that a Party or those persons who are permitted to receive the Confidential Information pursuant to paragraph 1(d) below are required to disclose, retain or maintain by law or any regulatory or government authority.
- c) Each Party agrees that it will keep the confidential information in strict confidence and will not disclose to any third party or use any Confidential Information

disclosed to it by the other Party, except when expressly permitted in writing by the other Party. Each Party also agrees that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control.

- d) The receiving Party may disclose any Confidential Information to their professional advisors, directors, officers, and/or senior employees who are directly concerned with the Confidential Information and whose knowledge of such information is necessary for the purpose of evaluating the Transaction. The receiving Party will ensure that each individual to whom such a disclosure is made adheres to the terms of this Agreement as if he or she were a party hereto.
- e) The Projecter shall not have any intellectual property right on the Project and shall not use any of the information as illustrated on Attachment A to develop any similar Project.

## **2. TERM**

Each Party agrees that the undertakings and confirmations given in the preceding paragraphs shall continue in full force and effect for three year as of the date of this Agreement.

## **3. TITLE**

The receiving Party agrees that all Confidential Information furnished by the disclosing Party shall remain the sole property of the disclosing Party. The receiving Party also agrees that they will not copy, reproduce, publish, or distribute any confidential information without the prior written consent of the disclosing Party except for the purpose of giving the same to those persons who are permitted to receive the Confidential Information pursuant to paragraph 1(d) above.

## **4. DISCLAIMER**

Neither Party is making, nor will either Party make at the time of delivery of the Confidential Information, any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information, and neither Party, nor any of their representatives, will have any liability to the other party or any other person resulting from the use of the Confidential Information. Neither this Agreement nor any Confidential Information shall create, nor shall be deemed to create, a legally binding or enforceable agreement or offer to enter into any business relationship and/or to complete the Transaction.

## **5. NO LICENSE GRANTED**

Neither Party grants to the other any license, by implication nor otherwise, to use any Confidential Information except as expressly provided in this Agreement.

## **6. RETURN OF PROPRIETARY INFORMATION**

At the request of the disclosing Party, the receiving Party will promptly return to the disclosing Party all of the disclosing Party's Confidential Information, together with all copies thereof and other information relating to the Confidential Information prepared by or for the receiving Party or any of its representatives with the sole exception of those copies and abstracts which the receiving Party and any of its representatives are required to file by any law and regulation applicable.

## **7. GENERAL**

- a) This Agreement may be amended only in writing, signed by both Parties.
- b) This Agreement shall be governed by the Italian law. Exclusive place of jurisdiction shall be the Tribunal of Rome, Italy.
- c) Attachment A is full part of the Agreement.

**SIGNATURES OF THE PARTIES**