



## NON-DISCLOSURE AGREEMENT

OPAC Srl provides information to the company entering into this Agreement in order to carry on its activity as Supplier of goods or services.

OPAC (hereinafter **Grantor**) and the company entering into this Agreement (hereinafter **Recipient**) agree that the information and documents must remain confidential.

This Agreement does not bind the Parties to enter into a final agreement, but has the sole purpose of regulating the confidentiality agreements resulting from the access of the Recipient to documents and information of the Grantor during negotiation and, in the case of award of an order, during the realization of the supply.

Given the above, which is an integral and indivisible part of this Agreement, the Parties agree as follows.

- 1) The term "confidential information" means all the information provided by the Grantor to the Recipient or obtained by the latter in any form (written, verbal, electronic, by direct vision or any other intelligible form).
- 2) Confidential information includes, by way of example and by no way of limitation, and with explicit reference to OPAC, all kinds of news regarding: management and performance of the company; products and/or production procedures applied; planning, design and/or research and development; inventions and intellectual property; means of production and other company assets; production organization of the company; commercial information and customer management policy; acquired knowledge; results of work performed; reports; materials; samples; drawings; computer simulations; data; *files*; information from the network of suppliers; hardware and software that has been supplied or produced. The above also includes vehicles, components and spare parts for vehicles and marine products which are not produced in series and/or otherwise are not known to the public, as well as any attempt, instruction for experiments and planning together with the results of these.
- 3) In light of the above intentions, the Recipient agrees to maintain strict confidentiality concerning confidential information coming to its knowledge, undertaking not to disclose such information to third parties and use it solely for the preparation of the offer and for the purposes provided for in the supply agreement. It also undertakes to take every appropriate measure to ensure the effective confidentiality, in accordance with the provisions herein.
- 4) The above includes the concrete commitment by the Recipient:
  - not to provide complete or partial information to unauthorized third parties;
  - not to provide to unauthorized third parties access to any news that relates to the type and/or purpose of the information;



- immediately inform OPAC management of any significant event in which third parties (for example, journalists, photographers etc.) have accessed information (or have attempted to get information).
- 5) Should the employees of the Recipient access OPAC premises, they are absolutely forbidden to record pictures, video clips or audio inside those premises. OPAC will have the power to seize the pictures, the video or audio recordings, both analog and digital, recorded at its premises in violation of this agreement. OPAC shall as well have the right to recover damages. OPAC will also have the power to destroy the material, or to instruct others to destroy it. The Recipient will have no rights in relation to the seizure and destruction of those objects.
  - 6) The violation of the provisions of the Confidentiality Agreement binds the Recipient to pay to OPAC a penalty of 20,000 (twenty thousand) Euros, subject to greater damage.
  - 7) Should confidential information: (i) become public knowledge; (ii) be lawfully received by a third party, which in its own right has obtained it without breach of any part of this Agreement; (iii) be requested by a judicial authority or other body of public administration (in which case the Recipient shall promptly notify in writing the Grantor prior to such disclosure or, if that is not possible, immediately after, and communicate the way in which the information will be delivered, so as to limit as much as possible its disclosure) the obligation of confidentiality shall cease.
  - 8) The Recipient shall ensure that all its employees comply with the obligations of this agreement, according with the provisions of the law on data protection and privacy. Through appropriate written agreements with their employees and support staff, it shall ensure that such employees and support staff take note of the fact that the provisions of this document are binding for them.
  - 9) Should the Recipient make lawful use of sub-contractors, in order to gather all the information needed to make its offer, in response to the aforementioned Request for Quotation, or in order to fulfil its contractual obligations, the company shall also have its sub-contractors sign this confidentiality Agreement.
  - 10) Any changes or additions to the Agreement must be in writing and be approved by both Parties.
  - 11) All confidential information communicated by the Grantor, on any medium, and all the copies in the possession of the other Party, remain the property of the Grantor and shall be returned or destroyed promptly upon written request of the Grantor.
  - 12) This Agreement does not grant the Recipient any right or license or other right to use patents, trademarks, designs or other industrial or intellectual property rights.
  - 13) This Agreement shall remain in full force and effect until..... The period of confidentiality shall remain in full force and effect for a period of five years from the date of expiry of this Agreement.
  - 14) This Confidentiality Agreement is governed by the Italian law. Any disputes between the Parties that cannot be settled out of court and that relate to the interpretation, execution, breach, and termination of the Agreement, or that is in any way related to it, will be devolved to the exclusive jurisdiction of



the courts of Turin.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Full Name)

\_\_\_\_\_  
(Signature)

Pursuant to articles 1341 and subsequent of the Italian Civil Code, the Parties declare to accept unconditionally the clauses 6 and 13.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Full Name)

\_\_\_\_\_  
(Signature)