



## Confidentiality Agreement

between

### **Berco S.p.A.**

a company of thyssenkrupp Group

Via I Maggio 237,

44034 Copparo (FE)

ITALY

Recorded with the Register of Enterprises of Ferrara

Fiscal code and registration no. 08482780155

Corporate Capital euro 38,700,000 fully paid in

And

.....  
.....  
.....  
.....

hereinafter also referred to as, depending on context, "**Receiving Party**" or "**Disclosing Party**" and collectively as the "**Parties**".

Berco S.p.A.

Società diretta e coordinata da thyssenkrupp AG

Sede legale e amministrativa: Via I Maggio, 237 - 44034 Copparo (FE) Italia.

T: +39 0532 - 864 111, F: +39 0532 - 864 259, <http://www.berco.com>, indirizzo PEC [info@legalmail.it](mailto:info@legalmail.it)

R.E.A. FE 130546, Partita IVA 01079120380, Reg.Impr. Ferrara e Codice Fiscale 08482780155

Capitale interamente versato EURO 38.700.000



## Preamble

- (A) The Parties entered into discussion for the purpose of establishing a business relationship involving the project, manufacture and supply of products related to Berco business (hereinafter referred to as "**Business Relationship**").
- (B) The Parties have already exchanged information in the past or will be doing so in the future. Any and all information - including analyses, lists, tables, studies, drawings, plans, findings, outcomes, development results, etc. – which is prepared or created by the respective Disclosing Party, its organs, personnel, agents, representatives or consultants, and irrespective of whether such information is or has already been communicated or made available to the Receiving Party in oral or in written form or via other media, is deemed to be Confidential Information within the meaning of this Agreement.



(C) The Supplier will be responsible for ensuring that any subcontractors or third party involved via the supplier comply with the terms and stipulations set down in this Confidentiality Agreement and are bound by non-disclosure agreements, which ensure at least the same degree of confidentiality as this Confidentiality Agreement.

In respect of such Confidential Information the Parties herewith agree the following:

1. Unless specifically agreed otherwise, any and all Confidential Information which the Receiving Party has received or will in future receive from the Disclosing Party in connection with the Business Relationship shall remain business secrets and/or protected or protection-worthy know-how of the Disclosing Party and constitute the exclusive property of the Disclosing Party.
  
2. The Receiving Party shall
  - (a) Keep all Confidential Information secret and neither disclose it to third parties nor make unauthorized copies thereof;
  - (b) Use Confidential Information for no purposes other than those serving the interests of the Business Relationship;
  - (c) Take all necessary precautions to prevent any unauthorized use or disclosure of the Confidential Information; and
  - (d) Only make such confidential Information available to its organs, personnel, agents, representatives or consultants if and to the extent necessary in the interests of the business relationship and provided such people have themselves been obligated to treat the Confidential Information in question as confidential.

Business enterprises affiliated to the Parties are not regarded as third parties within the meaning of this Confidentiality Agreement. Each of the Parties shall be responsible for ensuring that any and all people having access to the Confidential Information within the



framework of the Business Relationship observe and comply with the terms and stipulations set down in this Confidentiality Agreement and/or are bound by non-disclosure agreements, which ensure at least the same degree of confidentiality as this Confidentiality Agreement.

Affiliated companies are any company directly or indirectly (via one or more subsidiaries) which (i) controls one of the Parties,

(ii) is controlled by one of the Parties, or

(iii) controlled by the same parent company as one of the Parties, with "control" being understood as holding more than 50 percent of the voting shares.

3. The obligation to maintain secrecy shall not apply to those parts of the Confidential Information which,
  - (a) Are already in the public domain or already otherwise generally known; or
  - (b) Have already become known to the Receiving Party before being disclosed by the Disclosing Party without involving any violation of the obligations to maintain secrecy to which such information is subject; or
  - (c) To which the Receiving Party has been given access without this involving violation of any other obligations to maintain secrecy to which such information might be subject; or
  - (d) Which are or have been developed by the Receiving Party itself without any use of the Confidential Information; or
  - (e) Which must be handed over to a third party as result of a court or official order or decision or if required by applicable law. In cases of third parties having access to the Confidential information as result of enforcement measures and/or measures under public law, the Receiving Party shall without delay notify the Disclosing Party accordingly and take the necessary measures towards ensuring the greatest possible confidentiality of the Confidential Information.
  
4. The Receiving Party acknowledges that any and all intellectual property rights relating to the disclosed Confidential Information and already in force at the time of disclosure, as



well as any and all rights to the use of Confidential Information, including the rights to full or partial sublicensing, shall remain with the Disclosing Party.

5. Within the framework of this Confidentiality Agreement the Disclosing Party and its organs, personnel, agents, representatives or consultants furnish no declarations or guarantees as to the correctness or completeness of the confidential information, and the Disclosing Party shall not be liable for damage arising from the use or the content of said Confidential Information.
6. On termination of the Business Relationship, or at any time requested by the Disclosing Party, the Receiving Party shall without delay return to the Disclosing Party any and all confidential Information received from the Disclosing Party, including copies thereof; this shall not apply to a confidential copy made and kept in safe storage for use as evidence. On request, the Receiving Party shall provide the Disclosing Party with written confirmation of its compliance with this obligation.
7. The Parties shall maintain secrecy as to the existence and content of this Confidentiality Agreement, and neither refer to the existing Business Relationship nor use the name of the other Party publicly, in advertising or in any other way without the other Party's prior written consent.
8. This Confidentiality Agreement shall take effect on having been signed by the Parties, and shall remain in force even beyond termination of the Business Relationship and the return of the Confidential Information for a period of five years.
9. Any and all changes or supplements to this Confidentiality Agreement must be made in writing in order to be legally valid. This also applies to a waiver written form requirement.
10. Any dispute related to this agreement will be submitted to the exclusive jurisdiction and competence of the court of Ferrara. The applicable substantive law shall be the Italian



law under exclusion of the rules of Italian international private law which would lead to the application of the law of another country.

Supplier:

Berco S.p.A.

Date:

Date:

Name:

Name:

Pursuant to articles 1341 and 1342 of the Italian Civil Code the following clauses are specifically approved: 1. (Confidential Information); 2. (Confidentiality Obligations); 4. (Intellectual Property rights); 5. (Limitation of liability); 7. (Confidentiality of the confidentiality Agreement); 10.

(Governing law and venue)