# *[TO BE PREPARED ON THE INTERESTED PARTY'S LETTERHEAD]*

**Respectable**

**Bricklayers & Cement Workers Cooperative – CMC of Ravenna**

**Via Trieste n. 76**

**48122, Ravenna**

 *To the attention of Dr. Romano Paoletti*

*comunicacmc@legalmail.it*

**SUBJECT: CONFIDENTIALITY AGREEMENT**

With reference to the competitive procedure authorised by the Court of Bologna aimed at the transfer of a branch of the Cooperative (“Branch”), and in consideration of the interest expressed in obtaining information on such Branch, for the sole purpose of participating in the aforementioned competitive procedure,

**[for natural persons]**

the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, born in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_) on \_\_\_\_\_\_\_\_\_\_, resident in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(\_\_\_\_), Via \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, n. \_\_\_\_\_\_\_\_, domiciled in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(\_\_\_\_), Via \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, n. \_\_\_\_\_\_\_\_, holder of the tax code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter also referred to as the “ **Applicant** ”)

**[for legal entities]**

the undersigned company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with registered office in \_\_\_\_\_\_\_\_\_\_\_\_ (\_\_), Via \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ n. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, tax code and registration number in the Company Register of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, here represented by Mr/Mrs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, born in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_) on \_\_\_\_\_\_\_\_\_\_, domiciled for the office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Via \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, n. \_\_\_\_\_\_, holder of the tax code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter also referred to as the “ **Applicant** ”)

undertakes, by signing this agreement (“ **Confidentiality Agreement** ”), to maintain confidential and reserved the data and information relating to the company CMC di Ravenna, made available by the latter on computer media (“ ***Data Room*** ”) or already provided or which it will come into possession of directly or indirectly from today's date (the “ **Confidential Information** ”), under the terms specified below.

For the purposes of this Confidentiality Agreement, Confidential Information means:

(a) all information, including all deeds, documents, news and data of any nature (even if not specifically classified as “confidential”) contained in the *Data Room* and relating to CMC di Ravenna and its subsidiaries and affiliates, which have been or will be provided, or in any case made available, regardless of the transmission method, in written, electronic, oral or any other form, even before the signing of this Confidentiality Agreement;

(b) all analyses, evaluations, reports, projections, collections, studies, estimates and other documents, of any nature, prepared by CMC di Ravenna and/or its *advisors* or collaborators which contain, reproduce or derive from the information referred to in the previous point (a);

(c) all analyses, evaluations, reports, projections, collections, studies, estimates and other documents of any nature whatsoever which contain, reproduce or derive from the information referred to in the previous points (a) and (b).

Confidential Information does not include:

(d) information that is in the public domain at the date of signing this Confidentiality Agreement or becomes so (including through press releases, publications or other documents intended for dissemination to the public) for reasons other than failure to comply with the provisions contained herein;

(e) information which is communicated to the Applicant, without any obligation of confidentiality, by third parties who have the right to obtain or transmit to other parties such information;

(f) information that is already known to the Applicant, provided that it has not been communicated to the same by CMC di Ravenna or by third parties bound by confidentiality obligations towards CMC di Ravenna itself and known to the Applicant;

(g) information that must be produced in court or transmitted to public authorities pursuant to judicial or administrative provisions or specific laws or regulations, according to the prudent judgment of the Applicant's lawyers; it being understood that, if the Applicant is required, by law or by order of the authority, to provide third parties with the Confidential Information, the same undertakes to give CMC di Ravenna timely information (before the Confidential Information is transferred), defining jointly with the aforementioned subjects the times, methods and content of such communications and/or the opportunity and content of any objections.

By signing this Confidentiality Agreement, the Applicant undertakes towards CMC di Ravenna, also pursuant to art. 1381 of the Italian Civil Code for its directors, employees, consultants, intermediaries, collaborators, credit institutions or any other person acting on its behalf to:

*i* ) keep confidential and not disclose and/or in any case not make known to third parties the Confidential Information;

*ii* ) use, in protecting the confidentiality of the Confidential Information, the same degree of diligence used by the Applicant in relation to its own confidential information, including compliance with the regulations in force regarding the processing of personal data if such data were eventually contained in the Confidential Information;

*iii* ) not to use the Confidential Information for purposes that are not strictly related to the Competitive Procedure;

*iv* ) not to contact directly or indirectly, without the prior written consent of CMC di Ravenna, the members of the administrative and supervisory body, the statutory auditing firm, the representatives, managers, officials, employees, agents, consultants, suppliers or customers of CMC di Ravenna in relation to the Competitive Procedure;

*v* ) deliver or destroy, upon simple written request from CMC di Ravenna (a) all documentation of which the Applicant and, where applicable, the Authorised Persons (as defined below) have come into possession through the *Data Room* , (b) all processing (on paper or electronic media or on any other media) of the data and information received, carried out by the Applicant or by its Authorised Persons and (c) any other document in which reference is made to the Confidential Information.

The Confidential Information may be disclosed by the Applicant only and exclusively to its representatives, officials, employees, consultants or, where involved for the purposes of the Applicant's participation in the Competitive Procedure, financing bodies that require it in order to carry out their respective tasks in relation to the Competitive Procedure (the " **Authorized Parties** "). In such case, the Applicant will ensure that said Authorized Parties assume confidentiality obligations, in relation to the Confidential Information, equivalent to those contained herein and the Applicant will ensure that said Authorized Parties comply with such obligations. The Applicant also assumes, also pursuant to art. 1381 of the Civil Code, all liability in relation to any unauthorized disclosure or use of the Confidential information by the aforementioned Authorized Parties.

By signing this Confidentiality Agreement, the Applicant declares that it has an internal control system and other measures fully suitable for allowing the protection of the confidentiality and privacy of the Confidential Information in accordance with the provisions of this Confidentiality Agreement and undertakes to have the Authorized Parties adopt all necessary measures to protect and maintain such confidentiality and privacy in compliance with the provisions of this Confidentiality Agreement.

Neither the signing of this Confidentiality Agreement by the Applicant, nor the acceptance thereof by CMC di Ravenna entails the creation of any right or obligation for the same, respectively, in relation to the Competitive Procedure and/or the sale of the Branch which is the object of the Competitive Procedure.

In the event of non-fulfilment by the Applicant (and/or the Authorised Parties) of the obligations set forth in this Confidentiality Agreement, the Applicant shall be required – and in this sense the same hereby declares to assume the obligation – to promptly reimburse all damages, costs and expenses ( *including* , by way of example and not limited to, the costs and expenses of legal consultants and any other costs and expenses related to any litigation, even if only threatened) incurred by CMC di Ravenna as a result of the aforementioned non-fulfilment.

The obligations undertaken by the Applicant pursuant to this Confidentiality Agreement shall not lapse and shall not cease to exist even after the conclusion of the Competitive Procedure and the transfer of the CMC Ravenna Branch.

If any clause of this agreement is held to be void, such defect shall not imply the invalidity of the remaining clauses thereof, which shall continue to have full force and effect.

Any tolerance, even repeated, of non-fulfilment or delayed fulfilment of obligations undertaken by the Applicant with the signing of this commitment may in no case be interpreted as a tacit abrogation of the commitments undertaken.

This agreement is governed by Italian law. All disputes relating to the validity, interpretation, execution or termination of this agreement will be submitted to the exclusive jurisdiction of the Court of Ravenna.

(Place), (date)

**[for natural persons]**

The Lord

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

**[for legal entities]**

For (\_\_\_\_\_\_\_\_\_\_\_)

The Representative

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