

CONFIDENTIALITY AGREEMENT

“Confidential Information” for the purpose of this Agreement means any and all technical and commercial information, including but not limited to samples, writings and documents, annotations, news, documents of support data, inventions, discoveries, news on facts, procedures and business trials, methods of workmanship, know-how of production or product, dates, design, sketches, list, material, models, instruments, fittings, squirts, profiles, normative sketches, original texts, calibers and other technical documentation, which are disclosed orally, written, in electronic or in any other form directly or indirectly to the Supplier, and any other information of any type and format that Benacchio Srl reveals to the Supplier within the commercial relationships.

The Supplier hereby agrees to hold in strict confidence any Confidential Information and to use it only for purpose of the relationships. In particular, the Supplier agrees not to disclose any Confidential Information to third parties and to disclose it only such employees and sub-suppliers which, for the purpose of this relationships, need to have access to this Confidential Information.

These persons shall have to be obliged to confidentiality accordingly. All the “information” have reserved character, they will have to be tightly preserved in confidential way and must exclusively be used within the relationships among Benacchio Srl and the Supplier.

The Supplier agrees also on behalf of its employees, collaborators, representatives, to rigorously treat in confidential way and secrecy all the confidential information as such and not to use them for purpose that has not been expressly authorized (as for example: reproduction, duplication, planning etc.) independently from the method and from the goal.

The Supplier must prevent that confidential information are revealed, transmitted, or otherwise made available to third party. All the information and confidential documents remain exclusive ownership of Benacchio Srl and, to the cessation of every commercial relationship or also in advance if Benacchio Srl asks for it, the Supplier will return or will destroy all the information received in paper form, electronics and/or computer way, in virtue of present agreement and will confirm in writing to Benacchio within five (5) days from the reception of such application. The obligation of confidentiality and secrecy will also persist after the cessation of the commercial relationships.

The present agreement is subject to Italian law. Supplier agrees to consider place of origin of the possible illegitimate use of the information as happened at Benacchio Srl headquarter. The contractual language of the present accord is Italian. Possible translations are attached for facilitating the understanding of the clauses, but without contractual value.

Company name:

Place and Date

Stamp and Signature