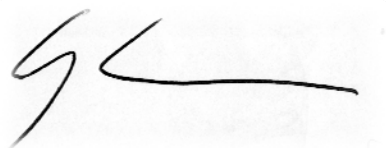


Dear Supplier,

Please send to the following e-mail address ( [wamgroup.nondisclosureagreement@legalmail.it](mailto:wamgroup.nondisclosureagreement@legalmail.it) ) both the pdf file duly completed (with date, name, VAT number or Employer Identification Number – EIN or CNPJ No. or OIB No. or Tax Code, Country and company address, as well as the name of the legal representative) and the scan of the printed document, duly stamped and signed by your legal representative.



**Ing. Giovanni Cerruti**

Head of Corporate Purchasing

E-mail: [giovanni.cerruti@wamgroup.com](mailto:giovanni.cerruti@wamgroup.com)

**WAMGROUP S.p.A.**

Via Cavour, 338

41030 Ponte Motta di Cavezzo (MO) – Italy

## Non Disclosure Agreement

This agreement (the “**Agreement**”) is made the \_\_\_\_\_ day of \_\_\_\_\_ (the “**Starting date**”) between:

**Wamgroup S.p.A.**, a company incorporated under the law of Italy, with its headquarters in Strada degli Schiocchi 12, Modena, Italy, for itself and in the name and on behalf of the companies directly or indirectly controlled by it, here all represented by its legal representative, Mr. Roberto Marchesini (hereinafter referred to as “**WAM**”)

and

a company incorporated under the law of \_\_\_\_\_,

with its headquarters in \_\_\_\_\_,

Code \_\_\_\_\_ (VAT No. or Employer Identification No. – EIN or CNPJ No. or OIB No. or Tax \_\_\_\_\_), here represented by

(hereinafter referred to as the “**Recipient**”)

(hereinafter referred to as the “**Parties**”)

Whereas

WAM is a multinational group of companies manufacturing and supplying a comprehensive product range including equipment for bulk material handling, dust filtration, waste water, mixing and vibration technology and it is freely evaluating the possibility to disclose to the Recipient Confidential Information as defined below in connection with either a potential or already established business activity involving the Recipient (the “**Authorized Purposes**”).

That having been said, the Parties agree as follows:

- 1. Purpose.** The Agreement is intended to: (a) to document the Recipient’s obligations in respect of the Confidential Information and (b) to allow both Parties to have continuing open discussions regarding the Confidential Information, while still affording complete protection of such Confidential Information against disclosure or unauthorized use.
- 2. Confidential Information.** “**Confidential Information**” means confidential information like, for instance only, information related to the proprietary technology and products, including without limitation, technical data, trade secrets, know-how, research, product services, software, inventions, patent applications, techniques, processes, developments, algorithms, formulas, technology, designs, schematics, drawings, engineering, and hardware configuration information of WAM and proprietary information relating to the operations and business or financial plans or strategies, including but not limited to customers, customer lists, markets, financial statements and projections, product pricing and marketing, financial or other strategic business plans or information of WAM either in writing, orally or by drawings, including the existence of the Agreement too.  
Confidential Information does not include any of the following items which (i) at the time of disclosure is publicly available through no fault of the Recipient; (ii) Recipient can demonstrate was in its possession at the time of disclosure and which was not acquired under any obligation of confidence or was independently developed without any use of the Confidential information.
- 3. Ownership of Confidential Information.** The Confidential Information, and all rights thereto, which has been or will be disclosed to the Recipient shall remain the exclusive property of WAM and any relevant third party and shall be held in trust by the Recipient for WAM and such third parties.

- 4. Non-Disclosure.** The Recipient will keep the Confidential Information confidential and will not, directly or indirectly, commercially exploit the same or use the same for any other purpose except the Authorized Purposes. The Recipient shall take all action necessary to prevent the disclosure to third parties of the Confidential Information. The Recipient shall only have the right to disclose such Confidential Information to its employees and professional advisors on a "need to know" basis for the Authorized Purposes. The Recipient shall, prior to disclosing any Confidential Information to any such person, issue appropriate instructions to them and obtain all necessary undertakings to ensure that such persons comply with the confidentiality and use obligations contained in this Agreement with respect to the Confidential Information. The Recipient undertakes to notify WAM promptly in writing of any misuse or misappropriation of Confidential Information which may come to the Recipient's attention.
- 5. No License.** Nothing in the Agreement shall be construed as granting any rights to the Recipient under any patent or copyright, nor shall the Agreement be construed to grant the Recipient any rights in or to the Confidential Information, except the limited right to use such Confidential Information solely for the Authorized Purposes.
- 6. Disclaimer.** WAM makes no representation, warranty or guarantee whatsoever to the Recipient with respect to the Confidential Information.
- 7. Required Disclosure.** If the Recipient becomes legally required to disclose any Confidential Information, the Recipient will give WAM prompt notice of such fact so that WAM may obtain a protective order or other appropriate remedy concerning any such disclosure. The Recipient will fully co-operate with WAM in connection with WAM's efforts to obtain any such order or other remedy. If any such order or other remedy does not allow giving the notice referred to above, the Recipient will make such disclosure to the extent that such disclosure is legally required and will use its best efforts to have confidential treatment accorded to the disclosed Confidential Information.
- 8. Copies.** The Recipient shall not copy or reproduce the Confidential Information by any means whatsoever without the prior written consent of WAM. Any copy shall contain any proprietary or confidential notices which appear on the original of the Confidential Information.
- 9. Return of Confidential Information.** The Recipient shall immediately, upon notice from WAM, discontinue use of the Confidential Information and return all tangible forms of it immediately and all copies thereof.
- 10. Notices.** Any notice which may or is required to be given pursuant to the Agreement shall be in writing and shall be sufficiently given or made if mailed by prepaid registered mail, faxed, e-mailed or served personally upon the Party for whom it is intended, addressed to the Director of the other Party at the above address.
- 11. Assignment.** Neither Party may assign the Agreement without consent from the other Party, which consent shall not be unreasonably withheld. Subject to the foregoing, the Agreement shall ensure to the benefit of and be binding upon the successors and permitted assigns of the Parties.
- 12. Enforcement.** Delay or failure to exercise any right or remedy hereunder shall not impair such right or remedy or be construed as a waiver thereof or as acquiescence in a breach of the Agreement. Any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. Recipient undertakes to pay a fine amounting to € 50,000.00 (Euro fifty thousand/00) for any unauthorized disclosure of Confidential Information or for any breach of the Agreement WAM notifies, without prejudice to WAM's right to seek compensation for any further damage or relevant cost WAM may incur. Without affecting any other rights or remedies that any Party may have, the Parties agree that damages will not be an adequate remedy for any breach of the obligation(s) under the Agreement and that WAM shall be entitled to injunction for specific performances or activities and other equitable relief for any threatened or actual breach of the Agreement.

- 13. Term.** The Agreement shall start from the Starting Date and last for a period of 5 years, unless Parties start a business relationship. In such case the Agreement lasts for a period of 5 years from the last relevant invoice issued by the Recipient or contract/purchase order issued by WAM and executed by the Recipient whatever happens later.
- 14. Governing Law and Jurisdiction.** The Agreement shall be governed by and interpreted and enforced in accordance with the laws in force in Italy (excluding any conflict of laws rules or principle which might refer such constructions to the laws of another jurisdiction) and shall be treated in all respects as an Italian contract. Any possible dispute arising about the Agreement should be resolved by the competent court in Modena.
- 15. Miscellanea.** The Agreement does not bind the WAM to disclose any Confidential Information, nor to negotiate or to undersign any further agreement. The Parties agree that the Agreement constitutes the complete and exclusive terms between them covering the purpose of the Agreement and cannot be altered, amended or modified except in writing by the Parties.

Cavezzo (MO), Italy

**Wamgroup S.p.A.**



**WAMGROUP S.p.A.**  
 Sede Legale: Strada degli Schiocchi, 12  
 41124 MODENA  
 Sede Amm.: Via Cavour, 338  
 41032 Cavezzo Fr. Ponte Motta (MO)  
 C.F. e P.IVA 03017030366

Stamp and signature

Name: Roberto Marchesini  
 Title: Vice President

Name:  
 Title:

After a dedicated negotiation, the Parties mutually agree to specifically approve following clauses:

- 4. Non-Disclosure
- 6. Disclaimer
- 12. Enforcement
- 14. Governing Law and Jurisdiction

Cavezzo (MO), Italy

**Wamgroup S.p.A.**



Stamp and signature

Name: Roberto Marchesini  
Title: Vice President

Name:  
Title: