



## CONFIDENTIALITY AGREEMENT

This Agreement (the "Agreement") is entered into and is effective as of \_\_\_\_\_ (the "Effective Date"), the Termination Date of this Agreement shall be: five (5) years from the Effective Date, by and between:

**Avio S.p.A** a "società per azioni", organized and incorporated under the laws of Italy, whose registered office at Via Leonida Bissolati, 76 Rome (Italy), enrolled with the Register of Enterprises in Rome under No. 09105940960, duly represented by \_\_\_\_\_, in the name and on behalf of the Company, hereafter referred to as "Avio";

And

\_\_\_\_\_, a "\_\_\_\_\_" organized and incorporated under the laws of \_\_\_\_\_, whose registered office at \_\_\_\_\_ (\_\_\_\_\_), enrolled with the Register of Enterprises in \_\_\_\_\_ under No. \_\_\_\_\_, duly represented by \_\_\_\_\_, in the name and on behalf of the Company, ("\_\_\_\_\_");

Both collectively referred to also as "Parties".

**WHEREAS**, the Parties desire to disclose certain financial, technical and/or business information of non-public, proprietary and/ or confidential nature (hereinafter referred to as "Confidential Information") relating to

"\_\_\_\_\_  
\_\_\_\_\_"

(hereinafter referred as "Purpose");

and

**WHEREAS**, the Parties hereto wishes to define the terms and conditions which shall govern the exchange of Proprietary/Confidential Information;

Avio S.p.A. Società per Azioni  
Capitale sociale € 90.761.670 i.v.  
Reg. Imp. Roma n. 09105940960  
C.F. e P.IVA 09105940960  
PEC amministrazioneavio@pec.avio.com  
Codice Destinatario X46AXNR

Sede Legale  
Via Leonida Bissolati 76, 00187 Roma, Italia

Stabilimento, sede Amministrativa e Direzione Centrale  
Via Latina snc (SP 600 Ariana KM. 5,2), 00034 Colleferro, Roma  
Italia T +39 0697285111 F +39 0697285201

avio.com



**NOW, THEREFORE**, in consideration of the above recitals, which are an integral and substantial part of this Agreement and the various undertakings contained herein, and intending to be legally bound, the Parties hereby agree as follows:

## **1. Definition Of Confidential Information**

The Party receiving the Confidential Information (hereinafter referred to as the "Recipient") agree that information disclosed by the other Party (hereinafter referred to "Disclosing Party") regarding the Purpose, and other information, including but not limited to information learned by Recipient from the Disclosing Party's employees, agents or through inspection of Parties' property, that relates to the Disclosing Party' products, designs, business plans, financial or commercial conditions, technologies techniques, processes, inventions, patents, trademarks, design, know-how, trade-secrets, copyrights, research and development - in summary all the Intellectual Property Rights ("IPR") - business plans, policies or new or modified product plans business opportunities, finances, research, development, know-how, personnel, or third-party confidential information disclosed to Recipient by the Disclosing Party, the terms and conditions of this Agreement, and the existence of the discussions between Parties will be considered and referred to collectively in this Agreement as "Confidential Information". Confidential Information, however, does not include information that: (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of the Recipient; (b) Recipient can demonstrate to have had rightfully in its possession prior to disclosure to Recipients by the Disclosing Party; (c) Recipient can demonstrate it is independently developed by the Recipient without the use of any Confidential Information; or (d) Recipient rightfully obtains from a third party who has the right to transfer or disclose it to the Recipient without limitation.

Any information or materials that constitute a trade secret within the meaning of applicable law and or labeled as such ("Trade Secret") may be disclosed under this Agreement by the Disclosing



Party only if (a) prior to such disclosure the potential Recipient has been advised of the intent of the Disclosing Party to reveal a Trade Secret under this Agreement, and (b) the recipient has given its written consent to receive such Trade Secret under this Agreement. If permissibly disclosed under this Agreement.

Trade Secret shall also be considered Confidential Information protected under this Agreement, except that the confidentiality obligations and other protections applicable to such Trade Secret shall continue in perpetuity or until such information falls within an exception under this Agreement. If a question of breach arises, it will be the Recipient's burden to prove that either the Disclosing Party no longer treats such information as a Trade Secret or such information falls within an exception under this Agreement. With respect to any Trade Secrets permissibly disclosed under this Agreement, the Recipient shall use the highest level of protection that it uses for its own Trade Secret, but in any case no less than a reasonable degree of care, to prevent any unauthorized use, disclosure, dissemination or publication thereof, or other more stringent protections as may be agreed in writing by the Disclosing Party and the Recipient.

## **2. Nondisclosure And Nonuse Of Confidential Information**

Recipient agrees to protect the Disclosing Party's Confidential Information, using at least the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, but no less than a reasonable degree of care. Recipient agrees to use Disclosing Party's Confidential Information for the sole purpose of evaluation in connection with Recipients' discussions with the Disclosing Party related to this Agreement. Recipient will not disclose, publish, or disseminate Confidential Information to anyone other than those of its employees and consultants who have a need to know in order to accomplish such purpose and who are bound by a written agreement that prohibits unauthorized disclosure or use of Confidential Information. Recipient will be responsible for any violation of the terms of this Agreement by its employees and consultants. Recipient agrees not to use Confidential Information for any purpose other than



the Purpose, or for its own or any third party's benefit without the prior written consent of an authorized representative of the Disclosing Party in each instance.

### **3. Confidential Information Pursuant To Eu Regulation 596/2014**

The Parties also acknowledge that Avio, being a listed company, is subject to the regulations on the management and disclosure of confidential information pursuant to EU Regulation 596/2014 and related implementing regulations ("MAR") and therefore confidential information could be qualified as "inside information" pursuant to MAR. For these reasons, also in the name and on behalf of its representatives, the Recipient undertake to keep such information confidential in compliance with the MAR and not to disclose, sell, exchange, publish or make it available in any way to third parties, including through photocopies or reproductions of any other nature, without prior written consent by Avio and undertake to adopt all the necessary and appropriate measures to guarantee the protection and secrecy of confidential information concerning Avio and its group companies and to prevent its theft, manipulation, distraction, access or unauthorized use, guaranteeing as of now that the companies of their groups and their representatives, to whom the information should be provided.

### **4. No License To Confidential Information**

Except as expressly set forth herein, no license or other rights to Confidential Information are granted or implied hereby and the Parties retain all of its rights therein.

### **5. No Warranty**

All information is provided "AS IS," and without any warranty, whether express or implied, as to its accuracy or completeness.



## **6. Duration Of Obligation**

The confidentiality and other obligations of the Recipient with respect to any particular Confidential Information disclosed under this Agreement shall continue for a period of five years from the date of expiration or termination of this Agreement, as well as its very existence not only to third parties, but also to markets and competitors by virtue of Avio's quotation on the STAR segment of the Italian Stock Exchange and subject to the exceptions herein and subject to any exception for permissibly disclosed Trade Secrets. Termination of this Agreement shall not relieve the Recipient of its obligations with respect to Confidential Information disclosed by the Discloser prior to the Termination Date.

## **7. Return Of Documents**

Within five business days of receipt by the Disclosing Party written request, the Recipient will either return to the Disclosing Party all tangible Confidential Information, including but not limited to all electronic files, documentation, notes, plans, drawings, and copies thereof, or will provide the Disclosing Parties with written certification that all such tangible Confidential Information has been destroyed.

## **8. Equitable Relief**

Recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to any Disclosing Party that may be difficult to ascertain. Accordingly, the Recipient agrees that the Disclosing Party will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

## **9. Import, Export, Transfer, Transit Laws And Regulations**

Parties agree to comply with all applicable import, export, transfer, transit laws and regulations. The information which the Parties may wish to disclose pursuant to this Agreement may be



subject to the provisions of the trade compliance regulations (including export and import regulations) of various countries. The Parties acknowledge that licenses from the applicable regulatory agency may be required before the Parties may disclose such information hereunder, and that such licenses may impose further restrictions on use and further disclosure of such information. Recipient agree to comply with all applicable governmental regulations as they relate to the import, export and re-export of information under this Agreement. As required, the Parties will use all reasonable but commercially prudent endeavors in the identification and tagging of items to comply with trade compliance regulations in their respective countries of incorporation.

#### **10. No Implied Waiver**

The Parties' failure or delay in exercising any of their rights will not constitute a waiver of such rights unless expressly waived in writing.

#### **11. No Assignment**

This Agreement may not be assigned by the Parties by any means, including without limitation, by operation of law or merger. Any attempted assignment of this Agreement by the Parties in violation of this section will be void unless previous written authorization by the other Party.

#### **12. Entire Agreement And Governing Law**

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed pursuant to this Agreement and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by written agreement signed by authorized representatives of both parties.

This Agreement will be governed by and construed in accordance with the Italian law.



If the dispute is not resolved as a result of a meeting of the senior representatives of the Parties pursuant to the above article, or if no meeting of the senior representatives occurs within the prescribed time periods, either Party may request that the dispute be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules") by one arbitrator appointed in accordance with the ICC Rules which are expressly adhered to by the Parties.

The seat of the proceedings shall be Rome (Italy) and the proceedings will be conducted in the English language. All costs of the arbitration proceedings and recovery of legal fees and expenses incurred by the Parties in connection with the proceedings shall be borne by the Parties in accordance with the Rules. The award(s) rendered by the arbitral tribunal shall be binding upon the Parties, without prejudice, however, to the right of the Parties to appeal it.

### **13. Contacts**

The Parties designate, as individuals responsible in their own organization for the transmission of Confidential Information and for the recording of its disclosure and receipt:

on the Avio side:

AVIO POC Name \_\_\_\_\_

AVIO POC Address: [Via Latina snc \(Via Ariana Km 5.2\), 00034 Colleferro, Roma, Italia](#)

AVIO POC Phone: \_\_\_\_\_

AVIO POC E-mail: \_\_\_\_\_



on the \_\_\_\_\_ side:

POC Name \_\_\_\_\_

POC Address \_\_\_\_\_

POC Phone: \_\_\_\_\_

POC E-mail: \_\_\_\_\_





Each Party shall have the right to designate and authorize from time-to-time other individuals to receive and/or disclose Confidential Information under this Agreement by written notice of such change to the other Party.

Understood and agreed to by the duly authorized representatives of the parties:

On behalf of the signatories to this confidentiality agreement

On behalf of \_\_\_\_\_

On behalf of **Avio S.p.A.**

Signature:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Print  
Name:

\_\_\_\_\_

Print  
Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_