



# COELME

COSTRUZIONI Elettromeccaniche - SPA

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## Non-Disclosure Agreement

This agreement is entered into between \_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_, whose registered office is in \_\_\_\_\_ hereafter referred to as "\_\_\_\_\_"

and

COELME Costruzioni Elettromeccaniche S.p.A., a company incorporated under the laws of Italy, whose registered office is in Via G. Galilei, 1/2 - 30036 Santa Maria di Sala - Venice, Italy, hereinafter referred to as "COELME", hereinafter jointly referred to as the "Parties" and individually as "Party".

WHEREAS:

- \_\_\_\_\_ is a company specializing in \_\_\_\_\_;
- COELME is a company specialized in the design, manufacturing and marketing of products and services dedicated to the transmission and distribution of electrical energy;
- COELME may communicate or in any way exchange information that it considers and treats as confidential, in the context of a request for quotation and with a view to a possible business relationship between the Parties,

IT IS AGREED AS FOLLOWS:

1. \_\_\_\_\_ shall consider as strictly confidential and shall not disclose to any third party, any request for quotation and/or contract received by COELME, any quotations, as well as all drawings, documents and/or information received by COELME, or any information of which it becomes aware through communications with COELME, whatever the purpose (hereinafter referred to collectively as "Confidential Information").
2. \_\_\_\_\_ undertakes to provide all information necessary to fully respond to COELME's requests during the bidding and/or contracting process and will treat such information as "Confidential Information".
3. \_\_\_\_\_ undertakes to provide "Confidential Information" only and exclusively to its own employees and/or collaborators for the purpose of their competence, provided that they are previously bound to a Non-Disclosure Agreement which is equivalent at least to the present document
4. \_\_\_\_\_ undertakes not to disclose any information relating to the existence, subject matter, terms and conditions of this agreement, let alone the "Confidential Information", to any third party without COELME's prior written consent.
5. This agreement, which is governed by Italian law, will come into force and take effect from the date of signature of both Parties and will last for a period of two years.
6. The provisions enshrined in articles 3 and 4 of this agreement shall remain in effect after the termination of this agreement for a period of five years, except in the case of information which has in the meantime entered the public domain or been lawfully disclosed by its rightful owners.
7. Privacy (GDPR 679/2016, related legislation and subsequent amendments and integrations): the Privacy Policy is available on the website [www.coelme-egic.com/privacy](http://www.coelme-egic.com/privacy)
8. Any dispute concerning the interpretation and/or execution of this agreement which the Parties are unable to settle amicably shall be settled in accordance with the conciliation, mediation and arbitration rules of the Venice Chamber of Commerce by one or more arbitrators appointed in accordance with said rules.

This agreement shall be executed in duplicate with the signature of a legal representative or authorized attorney of each of the Parties.

Date: \_\_\_\_\_

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

On behalf of COELME

In particular, pursuant to articles 1341 and 1342 of the Italian Civil Code, clauses 5 (applicable law) and 7 (arbitration clause) are understood to be accepted.

Date: \_\_\_\_\_

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