



International Chamber of Commerce

The world business organisation

INTERNATIONAL CHAMBER OF COMMERCE (I.C.C.)
NON-CIRCUMVENTION, NON-DISCLOSURE WORKING AGREEMENT (NCNDA)

CONFIDENTIALITY AND ANTI-IRRAY AGREEMENT
INTERNATIONAL CHAMBER OF COMMERCE (I.C.C.)

TRI.VI.TA of Aglietto Alessandro, VAT number 01431610029 VERCELLI IMPRESE REG and cf GLTSLN60E16L750U with registered office in Viale Roma n. 5 - Bianzè 13041 (VC) ITALY in the person of the Legal Representative p.t. AGLIETTO ALESSANDRO, BORN IN VERCELLI ON 05/16/1960 AND RESIDING IN Bianzè Viale Roma 5

(hereinafter, "Client A")

IS BETWEEN

....., VAT number ..... COMPANY REG ..... cf .....
with registered office in ..... in the person of the Legal Representative p.t.

(hereinafter, "Client B")

AND JOINTLY "THE PARTIES"

Given that:

- 1. the "Parties" intend to start negotiations aimed at verifying the feasibility and usefulness, the technical and operational details, the terms and conditions for the signing of a collaboration agreement, aimed at acquiring customers for the marketing of energy products and commodities in general;
2. The "Parties" mutually acknowledge that the technical investigations, the related economic-financial analyzes and all the other operations connected with the activity referred to in the previous point, involve the need to reciprocally exchange information of a confidential and confidential nature (d 'now for the sake of brevity called "Confidential Information") and names of companies or persons with whom there are commercial relations and / or collaborations of any other kind, direct or indirect (from now on for brevity called "Reserved Partners" ). In this regard, the "Parties" will be defined as "Proprietary Party" and "Recipient Party" depending on who in the circumstances will make the "Confidential Information" available to the other "Party" or notify the "Confidential Partners";
3. The "Confidential Information" and "Confidential Partners" referred to in the previous point (hereinafter referred to generically and jointly as "Confidential Information") may concern:
a) any natural person, legal person, entity, association and any other person, made known, identified or identifiable even indirectly by reference to any other information in the context of the activity referred to in the introduction; their shareholders, partners, associates, legal advisers, legal representatives, legal trustees, legal attorneys, successors and any other delegated person; their business or joint venture partners, support companies, affiliated, affiliated, associated, auxiliary or subsidiary companies their employers, candidates, employees, representatives, vendors, distributors, business attorneys; any other company or natural person connected to their activities;

Handwritten signature and stamp of TRI.VI.TA with contact information: Viale Roma n. 5 - Bianzè (VC) 13041, Tel. 0161 49295, Fax 0161 1852740, Patisia IVA 01431610029



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b) any information, data, knowledge, found, patented or patentable, know-how and, in general, any news, as well as any drawing, document, magnetic medium, or sample of material or product, of a technical or economic nature, commercial or administrative, relating to or coming from the "Proprietary Party" and which for the same is confidential, communicated to the "Recipient Party" in oral, written, graphic, visual form, on magnetic support or in any form, within the scope of activities referred to in the introduction;

4. The "Parties" intend to enter into this Agreement as an internationally recognized tool to define some parameters of their mutual present and future business and confidentiality commitments and other collateral agreements;

Having said all this, to be understood as an integral part of this Agreement, the "Parties" agree as follows:

#### 1. ANTI-RAY AND CONFIDENTIALITY AGREEMENT

The "Parties" guarantee and jointly, legally, irrevocably and mutually undertake:

- a) not to operate in any way and not to interfere, either directly or indirectly, to deceive each other;
- b) not to hinder or attempt to circumvent the mutual interests and / or the interests and relations between a "Party" and its "Reserved Partners";
- c) not to attempt to modify the term of this Agreement or use other strategies to circumvent it in an attempt to avoid, directly or indirectly, the payment of any expenses or commissions established;
- d) not to contact or undertake business relationships not contractually agreed, not to solicit, accept or conclude any agreement, not to conduct any negotiations with any of the "Reserved Partners" disclosed by the "Owning Party", therefore not to bypass any the "owner party", without the prior, express, specific and precise written consent of the latter, in the event that the negotiations are not followed by any corporate, collaboration or partnership agreement;
- e) not to use its affiliates or third parties in order to circumvent this clause.

The "Parties" acknowledge that the "Confidential Information" is not in the public domain, but is part of the intangible assets of the "Proprietary Party", as it was acquired through investment of time and energy, at its own expense and with great efforts and therefore have a significant and intrinsic economic and commercial value for the latter. Acknowledging the foregoing, the "Parties", with this Agreement, expressly acknowledge the liability that may arise on the "Recipient Party" in relation to the unauthorized disclosure of "Confidential Information", as such disclosure could cause significant economic damage to the "owner party".

The terms and conditions of this Agreement will apply to any exchange of "Confidential Information" between the "Parties", whether direct or indirect, oral or written. It is understood that the confidentiality obligations refer exclusively to the information that the "Parties" will become aware of during and in relation to the activity referred to in the introduction.

Regardless of the method of transmission, the "Parties" undertake to inform each other, from time to time, on what the "Confidential Information" is. More precisely, the "Proprietary Party" will send the "Confidential Information" to the "Recipient Party" from time to time; within a maximum



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of three days, the "recipient party" will confirm that the "confidential information" belongs to the "proprietary party" or send any observations. If within this period the "Recipient Party" has not sent any communication to the "Proprietary Party", the "Confidential Information" transmitted by the latter will be considered to all intents and purposes as belonging to It. If the "Confidential information" should be communicated orally, during the meetings between the "Parties" or by telephone or through other unwritten means of communication, their confidentiality must be promptly confirmed with the relative written report, also by fax or email.

In specific negotiations, in which one of the "Parties" allows the other "Party" to deal directly and without its assistance with its "Reserved Partners", the absent "Party" must be informed, by the "Party" present, of the developments of this negotiation through the receipt of the information, correspondence and documentation that the "Party" present and the "Reserved Partners", directly or indirectly, exchanged

The "Recipient Parties", recognizing that the "Confidential Information" belongs to the "Proprietary Parties", guarantee and undertake legally, irrevocably and reciprocally:

- a) to receive and keep them using the same care and diligence as a good father of a family, and using the same degree of attention and confidentiality as for one's own thing.
- b) to maintain full and complete confidentiality in relation to each other's business and their respective "Confidential Information";
- c) not to disclose, reveal or transmit, in any way and under any circumstances, to any third party, any "Confidential Information", which the "Proprietary Party" has made known to the "Recipient Party", or acquired in any other way, as part of the activity referred to in the introduction, without the prior, express, specific and precise written consent of the "Owner";
- d) to ensure that the disclosure of "Confidential Information" is limited exclusively within its organization and exclusively to those persons, specifically appointed by the "Proprietary Party", whose duties justify the need to know such information, in close connection with activities referred to in the introduction and limited to the contents explicitly indicated by the "Owning party";
- e) to inform all persons belonging to their business organization who should become aware of the "Confidential Information" of the existence of a confidentiality constraint on the same, also guaranteeing for their work;
- f) not to submit patent applications in any location or to propose to any authority responsible for the recognition and protection of intellectual property rights any request or request concerning the content of the "Confidential information".
- g) to put in place all the systems for the protection of "Confidential Information" useful to prevent loss, theft and fire
- h) to make internal duplicates, for security reasons, of all "Confidential information" that are transmitted in "original" form.
- i) to use and store them correctly, meaning by:
  - "correct use": the appropriate use of "Confidential information" in a manner consistent with the purpose for which the "Proprietary Party" transmitted it to the "Recipient Party"; specifically meaning that a use other than that specifically useful or necessary for the agreed purpose is not permitted.



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- accurate storage out of the reach of third parties, using lockable cabinets in rooms that are usually not allowed access except to persons responsible for the use and handling of "confidential information"; specifically meaning that storage other than that specifically agreed is not permitted, such as, for example, the use of desks, meeting tables, open cabinets, closets or rooms that can be accessed by more than one person and / or third parties.

The aforementioned provisions will not apply to "Confidential Information":

- a) that are already known by the "recipient party" before their communication;
- b) that are or become in the public domain for reasons other than the non-fulfillment of the "Recipient Party";
- c) that they are obtained by the "Recipient Party" from a third party of good faith who has the full right to dispose of the "Confidential Information";
- d) that they are processed by each "Party" in a completely autonomous and independent manner;
- e) that the "Recipient Party" communicates or discloses in compliance with a formal request by an authority with the necessary powers or by virtue of a legal obligation or to protect its interests in court and / or administration. In relation to these cases, the "Recipient Party" will promptly give written notice of such communication or disclosure to the "Owning Party";
- f) f) the disclosure of which has been previously authorized in writing by the "Proprietary Party". For the purposes of this Agreement, "Confidential Information" will not be deemed to be in the public domain if:
  - a) the general information or the general principle is in the public domain but the particular application of the same or the specific information are not themselves in the public domain;
  - b) "Confidential Information" constitutes a combination (not in itself in the public domain) of individual information in itself in the public domain.

## 2. DURATION OF THE AGREEMENT

- 2.1 This Agreement will enter into force on and from the date of its signature. Regardless of the outcome of the negotiation between the "Parties", it will remain in force for a minimum period of five years, unless the parties agree in writing the early term
- 2.2 This Agreement remains in force from the date of signing until the "Recipient Parties" have the availability of the "Confidential Information" of the "Owning Parties". In any case, the "Recipient Party" undertakes as of now to maintain the strictest confidentiality and to submit to the obligations of secrecy referred to in this Agreement for a subsequent period of 5 (five) years from the termination of any relationship with the "Owning Party".
- 2.3 Upon termination of this Agreement, or even earlier at the request of the "Proprietary Party", the "Recipient Party" will immediately return all documents containing "Confidential Information" and will destroy any hard copy or any other medium. The "recipient party", within 30 days of the request of the "owner party", will deliver to the "owner party" a certification stating the destruction of the above documents and / or reproductions.
- 2.4 In the event of termination of this Agreement or of any deception, whether direct or indirect, the deceived and damaged "Party" will be authorized and will be entitled to claim compensation for the damage suffered, proportionate to double the losses received due to the fraud, plus any and all



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attorney's fees, including but not limited to, any and all other expenses incurred in attempting to recover such losses, without protest or discussion by the other "Party".

- 2.5 A "Party" will not be held responsible for violating this Agreement, nor will it be convicted if the violation was due to circumstances beyond its control, including, but not limited to, natural disasters, unrest civil, the theft or appropriation of "Confidential Information" by third parties without the intervention or assistance of the "Party" in question.

### 3. APPLICABLE LAW AND LEGAL DISPUTES

This agreement is governed by Italian law.

The Court of Brescia is elected as the competent court for any dispute arising from the application and / or interpretation of this contract.

### 4. GENERAL PROVISIONS

4.1 The "Parties" undertake not to transmit to anyone the text, even partial, of this Agreement, and not to issue any declaration or to give any information regarding the existence of it, without the prior express, specific and precise consent written by the other "Party".

4.2 The "Parties" agree that through the stipulation of this Agreement and the delivery of the "Confidential Information", neither of the "Parties" will have any license rights or any other rights relating to intellectual property in any way connected to the "Confidential information".

This Agreement shall in no way be considered as a corporate agreement, therefore neither of the "Parties" may claim commissions, fees, rewards or remuneration towards the other "Party". Commercial and / or commission agreements will be signed by the "Parties" following this Agreement.

By the same principle, none of the "Parties" may in any way be responsible for the work of the other "Party".

This Agreement effectively and bindingly guarantees obligations and benefits deriving from It, for the "Parties", for their successors, heirs, their survivors, assigns and personal representatives.

The "Parties", with the stipulation and signing of this Agreement today, undertake and undertake, jointly, individually, mutually and reciprocally, to respect the terms and conditions and to take it as a reference, when necessary, in all subsequent written documents, agreements and contracts.

This Agreement constitutes everything agreed between the "Parties" in relation to the subject of this Agreement. No modifications, changes or additions to it will be effective unless made in writing and signed by the "Parties". The approval or consent of a "Party" to make such modifications, changes and additions must also be communicated in writing.

The "Parties" confirm that they have read this Agreement and agree to what they have read, declaring that they have fully understood the terms and conditions contained therein and, by affixing their signatures, they recognize its validity, unconditionally consent to its terms and reiterate that they have full and complete authority to execute it for and in the name of the "Party" for which they have affixed their signature, confirming that they are duly designated by the respective "Party" to undertake and be bound by the obligations contained therein.

The "Parties" accept the electronic signature of the other "Parties" as if it were a real handwritten signature and agree that the copies of this Agreement received by fax, mail or certified electronic mail (E-mail [tri-](mailto:tri-va@iccwbo.org)



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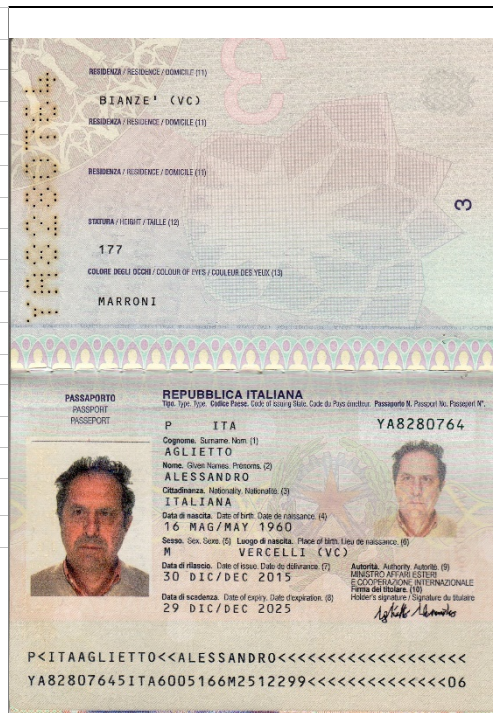
vi-ta@pec.it) they will be considered as a legal original and the signatures on them will be considered original, legal and binding, such as to make this Agreement valid and admissible for all necessary purposes.

Table with 3 columns: Field, COMMITTENTE "A", COMMITTENTE "B". Rows include: Nome della società (TRI.VI.TA di Aglietto Alessandro), Indirizzo (VIALE ROMA 5), Cap-Città-Prov (13041 BIANZE' (VC)), Nazione (ITALIA), Cognome e Nome firmatario (AGLIETTO ALESSANDRO).



IL 12/06/2021

CLIENT A table with fields: SIGNATORY'S FULL NAME, DATE, PASSPORT & NATIONALITY, COMPANY NAME, CF, VAT, REA, COMPANY REGISTER, SIGNATORY POSITION, COMPANY ADDRESS, CITY, COUNTY, PHONE NO., MOBILE NO., E-MAIL, WEB.





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<b>CLIENT B</b>		
SIGNATORY'S FULL NAME:		
DATE:		
PASSPORT & NATIONALITY:		
COMPANY NAME:		
CF		
VAT		
REA		
COMPANY REGISTER		
SIGNATORY POSITION:		
COMPANY ADDRESS:		
CITY		
COUNTY		
PHONE NO.		
MOBILE NO.		
E-MAIL:		
WEB		