

INFORMATION CONFIDENTIALITY AGREEMENT

B E T W E E N

SCHNELL S.p.A., with registered office in via Sandro RUPOLI, 2 (former via Borghetto) – 61036 Colli al Metauro (PU), tax code 00112900410, Certified Email schnellspa@pec.it, represented here by the Chairman of the Board of Directors Dr. **Simone RUPOLI**, born in Fano on 24/11/1958 and resident in via canale Albani, 4 – 61032 Fano (PU), Italian citizen with tax code RPLSMN58S24D488D, and in the name and on behalf of the subsidiaries belonging to the **SCHNELL** Group hereinafter **SCHNELL**.

A N D

The **SUPPLIER** _____, with registered office in _____ no. _____ city _____, Prov. (____), zip code _____, tax code / VAT number _____

Certified Email _____, represented by _____ as _____, (hereinafter referred to as **SUPPLIER** for brevity); and which in the relationship will involve the following natural people:

Name Surname _____, as _____ born on _____, in _____, zip code _____, Prov. (____), and resident in _____, city _____, zip code _____, Prov. (____).

G I V E N T H A T

- SCHNELL** designs, manufactures, assembles and sells complex machinery, plants and softwares, in the machinery sector for processing metal reinforcement bars and wire for buildings and in general rebar processing machinery for reinforced concrete and related products and carries out research and development activities aimed at innovative solutions in these sectors;
- SCHNELL** has considerable know-how, develops projects and holds numerous patents;
- For the production of its machinery **SCHNELL** uses commercial and/or project-based PRODUCTS (meaning by this term products or Services; Machines or parts of them, mechanical or electronic Components, production processes, Studies, Projects, Consulting, Research, Thesis, audio-photo-video Shooting, documentation, computer hardware and software products, phone system, transport, including the related estimates etc.) and that **INFORMATION** (and/or related drawings) will be transmitted to the **SUPPLIER** also through an IT platform, of which in any case and in any way **SCHNELL** will be able to trace the transmission and possibly also the reception;
- The **SUPPLIER**, understood in the broadest sense of the term (Manufacturer; Reseller, Design studio; Research institution; University; School; Consultant, Researcher; Intern; etc.), is interested in making or contributing to the implementation of such PRODUCTS on behalf of **SCHNELL**;
- SCHNELL**, having long experience in the machinery sector and in the entire supply chain for processing rebars for reinforced concrete, knows perfectly well the objectives that the machinery must achieve and is, therefore in the possession of the know-how relative to the specific products and to the context in which they are used;
- Pursuant to the laws in force, including the Industrial Property Code - Legislative Decree No. 30 of 10 February 2005 (in particular Art. 98) and Directive (EU) 2016/943 of 8 June 2016, relating to the protection of know-how and confidential commercial information, the parties agree to guarantee the utmost attention to the exclusive ownership of **SCHNELL** and to the protection of wealth of knowledge, know-how and information that the latter will transmit to the **SUPPLIER** under this Agreement as from the production of offers/estimates.

the Supplier

SCHNELL S.p.A.
Simone RUPOLI
(Chairman of the Board of Directors)

IT IS AGREED THAT

1. **SCHNELL** will communicate the **INFORMATION** to the **SUPPLIER** to allow the latter to produce the **PRODUCTS** exclusively on its behalf and under the mandatory conditions contained herein, expressly prohibiting any other use not authorised by this agreement;
2. **SCHNELL**, if necessary, will allow the **SUPPLIER** to participate in the technical tests related to experimenting with new solutions and may communicate the results obtained in relation to the solutions to make possible the best manufacturing of the **PRODUCTS**, expressly prohibiting any use of the information and the technical knowledge acquired on such occasions other than for the creation of the **PRODUCTS**. It is also forbidden for the **SUPPLIER** to make any modification not expressly authorized in writing by **SCHNELL**;
3. It is understood that all the **INFORMATION** communicated to the **SUPPLIER** and the related results that the **SUPPLIER** should obtain, will remain the exclusive property of **SCHNELL**, which will communicate them for the sole purpose referred to in point 1.

The **SUPPLIER** recognises that the **INFORMATION** communicated by **SCHNELL** is strictly confidential, and is aware of the serious economic detriment that **SCHNELL** may suffer as a result of the **INFORMATION** being disclosed to unauthorised parties, and therefore undertakes:

- (i) not to disclose and/or publish, and/or communicate to third parties, in whole or in part, directly or indirectly, the **INFORMATION** learned by **SCHNELL**.
Any publications must be submitted to **SCHNELL** in advance and on time, which will authorize their disclosure provided that such publications are generally:
- Without references to **SCHNELL** or any element of recognizability thereof;
- Without images of **SCHNELL**, machines or people belonging to it or to the sector.

Any exceptions to the above can be granted only with express written authorization by **SCHNELL**.

- (ii) **not to disclose, use, exploit and / or dispose of all or in part of the INFORMATION on their own or through third parties for purposes other than those referred to in point 1, or in any case unrelated to this agreement. In particular, the SUPPLIER will not be able to produce and market the PRODUCTS directly, through or on behalf of third parties operating in particular in the same sector as the Companies of the SCHNELL Group;**
 - (iii) to adopt all appropriate measures so that third parties cannot gain knowledge of the **INFORMATION** through the use that the **SUPPLIER** makes of them in accordance with the provisions of this Agreement. In case of unauthorized disclosure under this agreement, the **SUPPLIER** bears the burden of proving that the disclosure cannot be attributed to him, or that he had adopted every appropriate measure to prevent **INFORMATION** from being divulged to third parties;
4. the **SUPPLIER** undertakes during the partnership to carry out the activity of manufacturing the said **PRODUCTS** exclusively on behalf of **SCHNELL**. Furthermore, during the course of the same and for a period of 2 years starting from the completion of the last supply, the **SUPPLIER** undertakes not to have relationships with *Competitors*, that is companies belonging to the same sector as the companies of the **SCHNELL** Group and in particular with companies to which they belong or connected to the following groups:

- MEP Group and subsidiaries	in Reana del Rojale (UD)	VAT number 00162520308
- PROMOSTAR	in Buja (UD)	VAT number 02319520306
- SCHILT Engineering B.V.	in Schoonhoven, Holland, NL	
- SCHLATTER Group	Switzerland, CH	
- PROGRESS Group and subs.	in Bressanone (BZ)	VAT number 02240340212
- OSCAM	in TORINO TO)	VAT number 03760770010
- DEM	in Pavia (PV) and in Udine (UD)	VAT number 01964930307
- Euroalls	in Attimis (UD) and in Remanzacco (UD)	VAT number 02314240306
- VARO	in Valmadrera (LC)	VAT number 00808860134
- MFL Group (Mario Frigerio) and (Holding Semplice) in Lecco (LC)		VAT number 00221520133

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- Difer Impianti	in Martinsicuro (TE)	VAT number 01673190672
- Ferrari Trading	in Martinsicuro (TE)	VAT number 00833170673
- EMG S.r.l.	in Colonnella (TE)	VAT number 01929490678
- EMMEDUE (M2)	in zona Ind. ^{le} Bellocchi di Fano (PU)	VAT number 01493580334
- AC Engineering S.p.A.	in zona Ind. ^{le} Bellocchi di Fano (PU)	VAT number 02368570418
- TJK - Wuwei Rd., Lulugang Logistics Industrial Park, Tianjin, China		
- Gute Machinery - Room 818, Block A of OCT Creative Center, NO.221, 1st Section of 3rd Ring Road, Chengdu City, Sichuan, PR China		

Always for a period of 2 years, starting from the date of receipt of the information for the preparation of the estimates, the potential **SUPPLIER**, even in the absence of the award of the related supply, undertakes in any case not to offer to *Competitors* products identical and/or equivalent to those of which he has received information when derived from **SCHNELL** projects or specifications and in any case undertakes to maintain absolute confidentiality on the **INFORMATION** received by paying special attention in case of contacting any of the aforementioned *Competitor* Companies.

- The **SUPPLIER** undertakes to limit the number of its employees, business partners, collaborators and sub-contractors who may have access to the **INFORMATION**, and undertakes, for the aforementioned subjects and for others who are directly involved in the production of the products, to inform them of the confidential nature of the **INFORMATION** and to guarantee that said subjects will respect the obligations of secrecy provided for in this agreement. **SCHNELL**, if it considers it appropriate, is however authorized to provide a copy of this agreement to the aforementioned subjects;
- The obligations of secrecy, as per point 3, are intended to be extended to all the products produced, in whole or in part, directly or indirectly, thanks to the **INFORMATION**, and to all the results that the parties might obtain, separately or jointly, on the occasion of meetings, visits, technical tests and/or experiments or simply for having had contact with **SCHNELL**;
- If, when communicating the **INFORMATION** or when carrying out the technical tests, the **SUPPLIER** should make or develop any improvement or experiment with any new solution, whether patentable or not, every right inherent to such improvements or new solutions shall be the exclusive property of **SCHNELL**, which may use them and protect them as it considers it most appropriate;
- SCHNELL** will have the right to request, upon termination of the relationship, the return of all documentation relating to the **INFORMATION**, as well as the immediate return of all machinery and/or equipment eventually delivered to the **SUPPLIER** and, where possible, the destruction of data (e.g., in digital form), it is also forbidden to use the know-how received;
- For any dispute arising from this contract, the Court of Bologna will have exclusive jurisdiction.

Colli al Metauro, _____

For **SCHNELL** S.p.A.
Chairman of the Board of Directors
(Simone RUPOLI)

the **SUPPLIER**

(_____)

The **SUPPLIER**, in accordance with current regulations, declares to have carefully read and expressly approved the points: 3 (Exclusive ownership of the **INFORMATION**); 4 (Exclusive); 5 (Extension of the confidentiality obligation to employees and collaborators), 6 (Extension of the confidentiality obligation); 7 (Improvements and new solutions); 8 (Return obligation); 9 (Jurisdiction).

the **SUPPLIER**

(_____)

ATTACHED:

- Attachment 1** front and back copy of a valid identity document of the signatory on behalf of the **SUPPLIER** and of the natural people involved in the relationship;
- Attachment 2** Chamber of Commerce Company recent registration of the **SUPPLIER**.

Schnell spa

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