

Date

To

Fontana Pietro s.p.a.
viale Alcide de Gasperi, 16
23801 Calolziocorte (LC)
Italia

Via telefax at No. +39 0341 630239

To the kind attention of ...

Dear Sirs,

Confidentiality Agreement

Reference is hereby made to the latest conversations and agreements between your and our company, in connection to which you will provide to us certain information. Such information are confidential and proprietary, regardless their contents, object or nature, whether prepared or furnished by you or on your behalf or by your representatives or advisors and irrespective of the form of communication (collectively, the “**Confidential Information**”), and their use by us is subject to us agreeing to accept the restrictions set out in this confidentiality agreement letter (the “**Confidentiality Agreement**”).

Therefore, with regard to the above, we, intending to be legally bound hereby, agree as follows.

1. We may use the Confidential Information exclusively to the purposes of having us complying to the obligations for which the Confidential Information will be communicated to us. Our company will keep the Confidential Information confidential and will not communicate nor disclose such Confidential Information, or portion of them, to third parties except that to our directors, officers, employees, legal or other consultants or advisors (the persons to whom such disclosure is permissible being collectively called “**Representatives**”) and only to the extent such Representatives need to know such Confidential Information to the purposes of having us complying with the obligations for which the Confidential Information are communicated to us. It remains understood that those Representatives shall be informed of the confidential and proprietary nature of the Confidential Information and we shall procure also that they will be bound to the provisions of this Confidentiality Agreement, as if they were party to it.
2. In any event, we agree to undertake all necessary precautions to safeguard and protect the confidentiality of the Confidential Information received and to accept responsibility for any breach of this Confidentiality Agreement, including by our Representatives. In the event that our

company or any of our Representatives become legally compelled - by law or by way of action of any entity authorized to such action by the law - to disclose any of the Confidential Information received, we shall provide you with prompt notice of such requirement as soon as notified to us or to our Representative as the case may be. We shall also seek a protective order or other appropriate remedy to safeguard the confidential nature of the relevant Confidential Information object of an order of disclosure, at our sole expense, and we shall cooperate with you in seeking such a protective order or other confidential treatment for the Confidential Information received. In the event such protective order or other remedy is not obtained, all reasonable efforts shall be exercised to obtain assurance that confidential treatment will be accorded the Confidential Information requested to be disclosed.

3. The term “Confidential Information” shall also include the notes, analyses, compilations, forecasts, drawings, images, photographs, interpretations and other documents, prepared, drawn and/or taken by any of us or by the Representatives, that contain, reflect or are based upon Confidential Information received. The term “Confidential Information” does not include any information which (i) at the time of disclosure by you are generally available to the public, other than as a result of a breach of this Confidentiality Agreement by the party having received the relevant Confidential Information or its Representatives or by any other party bound to a confidentiality obligation, provided that our company proves that such possess of Confidential Information is legitimate, (ii) after the receipt by us of the Confidential Information, they become generally available to the public, other than as a result of a breach of this Confidentiality Agreement by us or by any of our Representatives, or (iii) have been independently developed by us without use of, or reference to, any Confidential Information or other confidential information furnished by you or on your behalf (other than the information described in clause (i) of this paragraph).
4. Upon reaching the purposes or complying the obligations for which the Confidential Information are provided to us, our company will (i) return to you all copies of the Confidential Information in our possession or the possession of any of our Representatives and (ii) destroy all copies of any notes, analyses, compilations, forecasts, drawings, images, photographs, interpretations or other documents prepared by us or our Representatives or for our own use containing or reflecting any Confidential Information received. Notwithstanding the return or destruction of the Confidential Information received, we and each of our Representatives will continue to be bound by the obligations of confidentiality and other obligations hereunder for a period of five (5) years from the date on which the purposes and/or the obligations above mentioned are reached or complied with.
5. We acknowledge that neither of you, nor any of your directors, officers, employees, stockholders, consultants, advisors, affiliates or agents and/or any of the directors, officers, employees, stockholders, consultants, advisors, affiliates or agents of any companies controlling or affiliated to your companies (“**Your Representatives**”) are making any representation or warranty, express or implied, as to the truthfulness, correctness, accuracy or completeness of the

Confidential Information, and that neither you nor any of Your Representatives will have any liability to us or to any other person entitled to know and use the Confidential Information pursuant to this Confidentiality Agreement as to the truthfulness, correctness, accuracy or completeness of the Confidential Information.

6. We will hold harmless and promptly indemnify you against any and each loss, liability and cost which you may incur as a result of any breach of any obligations under this Confidentiality Agreement by us or by any of our Representatives (including, without limitation, each loss, liability and cost incurred as a result of defending or settling a claim alleging such a liability).
7. The failure by your company to exercise or delay of your company in exercising a right or remedy provided by this Confidentiality Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Confidentiality Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy available to you, whether contractual or otherwise.
8. This Confidentiality Agreement will be governed by and construed in accordance with the laws of the Republic of Italy. Each of us hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of Lecco for any actions, suits or proceedings arising out of or relating to this Confidentiality Agreement.
9. This Confidentiality Agreement is composed of an introduction and nine (9) paragraphs. If any one or more provisions of this Confidentiality Agreement are declared void or otherwise unenforceable, such provisions shall be declared separate from this Confidentiality Agreement and this Confidentiality Agreement shall otherwise remain in full force and effect.

Yours faithfully,

Date

By: _____

Name:

Title: