

## **CONFIDENTIALITY AGREEMENT No. .... /...**

This Confidentiality Agreement (the "Agreement") has been concluded between:

...., a company registered at the Trade Register under no. ... .., having its registered office in... , fiscal registration code..., represented by ..... .. as an administrator, known commercially as ....., Hereinafter referred to as "the Owner"

and. ..., with domicile/headquarters in..., identified by CI, series..., CNP / company registered at the Trade Register under no. ... .., having its registered office in..., unique registration code... .., hereinafter referred to as "Recipient"

Hereinafter referred to separately as "Party" or, as the case may be, "Owner" or "Recipient" and together "The parties."

### **Background:**

- The owner intends to disclose to the Recipient certain confidential information (as this term is included in the definition below), on the occasion / for the purpose of ...
- Recipient undertakes to protect the confidentiality of the Confidential Information received from the Owner, according to the terms and conditions established by this Agreement;

### **The parties agree as follows:**

#### **1. Definition of Confidential Information**

1.1. "Confidential Information" means any information pertaining to the Owner including, but not limited to, the existence and content of Relations between the Parties and this Agreement, as well as any financial, business or technical data and information, the names of employees, customers or suppliers, which are disclosed to the Recipient or to which he has access or to which he acknowledges during the Relationships between the Parties regardless of whether they are in written, verbal or electronic form or in any other form, or tangible or intangible support, and whether it carries or not the express mention "confidential information" or "proprietary information."

1.2 Confidential Information does not include information about which the Recipient can prove that:

a. it was obtained legally or created independently, in other circumstances than in Relations between the Parties or of this Agreement,

b. at the date of disclosure were already public, from sources other than the Owner, or become public subsequently, for reasons other than the fault of the Recipient.

## **2. Obligations of the Recipient**

2.1. The Recipient undertakes to maintain the confidentiality of Confidential Information, not to copy, reproduce, distribute or disclose it, in whole or in part, and to use it exclusively in connection with Relations between the Parties, and not for personal purposes or for the benefit of a third party.

2.2. The Providers, agents or contractors of the Recipient may receive Confidential Information only to the extent that this is absolutely necessary for the conduct of Relations between the Parties and only on the condition that they expressly assume obligations to respect confidentiality similar to those provided for in this Agreement. In all cases the Recipient remains fully liable to the Owner for any breach of this Agreement by its agents, agents or contractors.

2.3. In the event of unauthorized disclosure, loss or misuse of the Confidential Information received, the Recipient undertakes to promptly notify the Owner thereof.

## **3. Damages**

3.1. If it is proved that the Recipient has not complied with the obligations of this Agreement, he will be obliged to pay damages related to the damage suffered by the Owner/damages of ... Euros.

3.2. For each of the obligations set out in the Agreement, the Recipient will be obliged to pay compensations, which can cumulate.

## **5. Ownership of Confidential Information**

Recipient confirms and acknowledges that the Owner is and will remain the owner of all Confidential Information disclosed to the Recipient and that this Agreement does not confer any explicit or implicit right on Confidential Information received from the Owner.

## **6. Duration. Termination of the Agreement**

This Agreement is concluded for a period of... and enters into force on the date of signature. The obligations under this Agreement to the Recipient remain valid for the duration of this Agreement as well as for... .. from the date of its termination or from the date of termination of Relations between the Parties, whichever occurs later.

## **7. Notifications**

7.1. All notifications between the Parties shall be sent in writing or by registered letter with acknowledgement of receipt to the contact points mentioned below. Notifications will be considered validly sent by mail or e-mail. Any change in the postal or electronic address will be valid for the purpose of notification only if it is communicated to the other Party at least 5 (five) working days before the date of transmission of the relevant notification.

7.2. Notifications will be sent to:

For... ..:  
address: ..... ..  
email: .....

For ....  
address: ...  
email:...

## **8. Applicable Law and Dispute Resolution**

8.1. This Agreement as well as any disputes, controversies or disputes arising out of or related to it are and will be regulated, interpreted and resolved in accordance with .... law.

8.2. The Parties undertake to settle amicably any dispute, controversy or dispute which they may have in connection with this Agreement and to make joint efforts to create the conditions necessary for the attainment of its objectives. If the Parties do not reach an amicable settlement, the Parties agree to refer the dispute, controversy or dispute to the competent courts.

The Parties have ordered the drafting of this Agreement, on ....., in two (2) copies, one (1) copy for each signatory Party.

Each Party warrants and declares that the persons it has designated to sign this Agreement are fully authorized, at the date of signature of this Agreement, to sign this Agreement.

...  
Date:....  
Signature: ...

...  
Date: ...  
Signature: ...