

**NON DISCLOSURE AGREEMENT****EFFECTIVE DATE:** 2/9/2024**PARTIES**

- (1) **Contractor XXXX**, whose registered office is in ..... , hereinafter referred to as Receiving Party
- (2) **SIGMA S.P.A.**, whose registered office is in Via dell'Industria 19, 63825 Monterubbiano (FM), ITALY, hereinafter referred to as Disclosing Party

**PURPOSE**

The parties wish to cooperate concerning the activities of warehousing, transportation, installation of Sigma TVMs (Ticket Vending Machines), uninstallation of Legacy Devices, preventative and corrective maintenance, remote monitoring service, spare parts repair and management service (Purpose).

This business cooperation will be detailed in a complete Service Maintenance Contract.

During this cooperation, the Disclosing Party may disclose to the Receiving Party, or its Associated Companies, certain data, technical information about Sigma TVMs, installation manuals, samples and/or documents related to products, technologies, know-how, trade secrets, marketing activities, business and product development and the like, which are of a proprietary and/or confidential nature for the Disclosing Party and/or its Associated Companies (collectively the "Confidential Information").

Furthermore during this cooperation the Receiving Party will receive in its own warehouse the TVMs developed and manufactured by the Disclosing Party. The Receiving Party, or its Associated Companies, will not be allowed to show the TVMs to third parties.

Moreover, both during the discussion and the installation activities, the Receiving Party, or its Associated Companies, will also acquire detailed information about the end Customer installation sites and TVMs installation instructions; these will be considered collectively as "Confidential Information".

The unauthorised use or disclosure by the Receiving Party of the Confidential Information received from the Disclosing Party is seriously harmful to the Disclosing Party and/or its Associated Companies.

**TERMS AGREED**

1. In this Agreement the term "Disclosing Party" shall mean the party disclosing Confidential Information and the term "Receiving Party" shall mean the party receiving Confidential Information. "Associated Company" shall mean any corporation controlling, controlled by or in common control with the relevant party.
2. All Confidential Information shall be marked as confidential if in writing, or, if orally communicated or learned by observation during visits and/or demonstrations, shall be identified as such at the time of communication and confirmed in writing to be confidential within 30 (thirty) days after the disclosure of the relevant Confidential Information by the Disclosing Party. However, failure by the Disclosing The

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**SIGMA S.p.A.**

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VAT IT 01590580443  
Pec amministrazione@sigma@pec.it

Share Capital € 7.875.000,00 i.v.  
Registration N° 01590580443  
REA Registration of Fermo 159200



3. Party to mark particular information as confidential or to confirm its confidentiality in writing within 30 (thirty) days of oral disclosure shall not prevent such information from being Confidential Information if it is manifestly of a confidential nature.
4. The Receiving Party agrees to keep the Confidential Information received from the Disclosing Party in confidence and not to disclose it to any third party, nor make any use of it for any purpose other than the Purpose.

However, the Receiving Party may disclose Confidential Information to its Associated Companies which need access to that information for the Purpose, provided such Associated Companies agree to comply with this Agreement. The Receiving Party shall be liable to the Disclosing Party for any breach of the terms of this Agreement by any of its Associated Companies.

5. The Receiving Party may disclose Confidential Information received from the Disclosing Party only to its employees who need access to such information for the Purpose. The Receiving Party shall require such employees to comply with the terms of this Agreement as if they were parties to this Agreement.
6. The Receiving Party shall return immediately all materials received from the Disclosing Party containing Confidential Information, including (but not limited to) all documents, plans, samples, drawings, specifications, notebooks, computer software and all copies thereof made by the Disclosing Party or the Receiving Party, upon the written request of the Disclosing Party. The Receiving Party may instead elect to destroy such materials and to certify in writing to the Disclosing Party that it has done so. Nevertheless, both parties shall be entitled to keep one copy each of any final report for reference purposes, subject to the confidentiality obligations of this Agreement.
7. The above obligations shall not be binding on the Receiving Party with respect to any Confidential Information which:
  - a) is lawfully and demonstrably known to the Receiving Party prior to the time of disclosure; or
  - b) is in the public domain, or subsequently comes into the public domain, through no fault of the Receiving Party; or
  - c) is received lawfully from a third party, who has not obtained such Confidential Information directly or indirectly from the Disclosing Party under an obligation to keep it confidential; or
  - d) is developed by the Receiving Party wholly independently, as a result of its own efforts, and without knowledge or benefit of the Confidential Information; or
  - e) is required to be disclosed by applicable law or governmental regulation or by any competent body or authority, provided that the Receiving Party shall notify the Disclosing Party of the information to be disclosed (and of the circumstances in which the disclosure is alleged to be required) as early as reasonably possible before such disclosure must be made and shall take all reasonable action to avoid and limit such disclosure.
8. The Receiving Party shall be bound by the obligations contained in this Agreement for a period of five years from the date of disclosure of each item of Confidential Information.
9. Receiving Party acknowledges that no representation or warranty, express or implied, is made with respect to the truth, accuracy, completeness or reasonableness of the Confidential Information.

10. Neither party shall acquire any licence of or other right in relation to any intellectual property of the other party and/or any Associated Company under this Agreement. All Confidential Information shall remain the property of the Disclosing Party and/or its Associated Companies. Each party's Associated Companies are intended to be third-party beneficiaries of this Agreement.
11. Neither party shall be obliged to purchase any product or service from the other party or enter into any further project or contract with the other party under this Agreement.
12. This Agreement shall be governed by the laws of Italy, and the Tribunal of Fermo (FM), shall have exclusive jurisdiction over any dispute under this Agreement. However, either party may seek emergency measures before any court of competent jurisdiction.
13. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement, but without invalidating any of the remaining provisions.
14. Any unauthorised disclosure or unauthorised use of Confidential Information by the Receiving Party will result in irreparable harm to the Disclosing Party and the Disclosing Party may, in addition to any other rights or remedies it may have, seek an injunction to recover such information and to restrain further disclosure.
15. No failure or delay by the Disclosing Party in exercising any right or remedy provided by law or under this Agreement shall impair such right or remedy or be construed as a waiver or variation of it or preclude its exercise at any subsequent time.
16. The Agreement may be translated into one or more languages. In the event of any inconsistency between different language versions of the Agreement, the English version shall prevail.

**SIGNED**

For and on behalf of  
SIGMA S.P.A.

For and on behalf of  
Contractor XXXX

Date: .....

Date: .....

Signature: .....

Signature: .....

Print Name: Massimiliano Cesaroni

Print Name:

Title: CEO

Title: