

Officina Meccanica Gualco di Gualco Mario

Dal 1977 con entusiasmo e passione

NON-DISCLOSURE AGREEMENT • NDA

BETWEEN

Company/Firm:
Registered office:
Tax Code/VAT No.:
Telephone:
Email:

Hereinafter referred to as the "Disclosing Party"
AND

Officina Meccanica Gualco di Gualco Mario
Via Cascina California, 34/36 – 22036 Erba (CO)
C.F. GLCMRA58D27E507C P. IVA 00610330136
Tel. +39.031.642140
e-mail: info@officinegualco.com

Nel Hereinafter referred to as the "Receiving Party"
The Disclosing Party and the Receiving Party are jointly referred to as the "Parties"

RECITALS

- a) The Receiving Party provides machining services using machine tools;
- b) The Disclosing Party intends to make use of such services offered by the Receiving Party;
- c) For the sole purpose of enabling the provision of such services, the Disclosing Party needs to make available to the Receiving Party certain Confidential Information as defined below;
- d) The Parties, through this "Non-Disclosure Agreement" (hereinafter the "Agreement"), intend to ensure the non-disclosure of the Confidential Information that the Disclosing Party will provide to the Receiving Party for the use of the services rendered

In consideration of the above, the Parties agree as follows:

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Art. 1 – Recitals.

The recitals form an integral and substantive part of this Agreement.

Art. 2 – Confidentiality Obligations.

The Receiving Party undertakes to:

- i. Treat the Confidential Information received from the Disclosing Party as strictly private and adopt all appropriate precautions and security measures to maintain confidentiality and prevent unauthorized access, removal, or manipulation.
- ii. Not disclose any Confidential Information to third parties without the express authorization of the Disclosing Party and use the Confidential Information exclusively for the purpose of providing the services referred to in recital a).
- iii. Return to the Disclosing Party, upon simple written request, all documents, drawings, prints, and any other material related to the Confidential Information provided by the Disclosing Party

Art. 3 – Definition of “Confidential Information”.

For the purposes of this Agreement, “Confidential Information” means all information that is not in the public domain, whether in paper, electronic, or verbal form, and/or any other elements relevant to the production and/or commercial activity of the Disclosing Party, including but not limited to products, projects, technical know-how, trade secrets, patents, original ideas, and any other business-related information.

If, due to legal requirements or regulations of competent Authorities, it becomes necessary to disclose certain Confidential Information to such Authorities and/or to the public, the Parties shall consult in advance to agree on the timing and content of any communication, announcement, or disclosure.

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The obligations under this Agreement do not prevent the Parties from disclosing Confidential Information:

- i. To members of their corporate bodies, managers, officers, employees, provided that each person receiving such information adheres to the terms of this Agreement as if they were a Party to it;
- ii. Within the limits of the previous paragraph, to the extent that disclosure is required by competent Authorities due to legal obligations or regulatory compliance.

The confidentiality obligation **does not** apply to Confidential Information, or parts thereof, that:

- i. Is already in the public domain at the time of disclosure;
- ii. Enters the public domain after disclosure for reasons not attributable to a breach of this Agreement;
- iii. Was already in the possession of the receiving Party prior to disclosure;
- iv. Was obtained from a third party not bound by confidentiality obligations prior to the signing of this Agreement;
- v. The Parties acknowledge that failure or delay in exercising any right under this Agreement shall not be considered a waiver, nor shall partial exercise preclude full future exercise of such rights.

Art. 4 – Confidentiality Period.

The Confidential Information shall remain subject to the obligations of this Agreement even after the termination of the commercial relationship between the Parties and after the provision of the services referred to in recital a).

Art. 5 – General Provisions.

This Agreement may be amended only through written addenda signed by both Parties. The invalidity of individual clauses shall not affect the validity of the Agreement as a whole, and the Parties undertake to replace any invalid clauses with provisions as equivalent as possible.

This Agreement, its interpretation, and execution are governed by Italian law. It represents the exclusive will of the Parties regarding the communication of Confidential Information and supersedes any prior oral or written agreements.

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The signing of this Agreement is carried out on behalf of the represented Companies/Entities and binds them to the terms herein.

Art. 6 – Governing Law and Jurisdiction.

Any dispute relating to the execution and/or interpretation of this Agreement, if not settled amicably, shall fall under the exclusive jurisdiction of the Court of Como.

Art. 7 – Communications.

All communications between the Parties relating to this Agreement shall be made by email to the following address: amministrazione@officinegualco.com

Date:

Place:

SIGNATURE of the Disclosing Party

(legal representative or authorized signatory)

Date:

Place:

SIGNATURE of the Receiving Party

(legal representative or authorized signatory)

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