

Non-Disclosure Agreement

This agreement is made by and between ----- a company organized under the laws of -----, which registered office is at ----- hereinafter referred to as “-----” and COELME Costruzioni Elettromeccaniche S.p.A., a company organized under the laws of Italy, which registered office is at Via G. Galilei, 1/2 - 30036 S. Maria di Sala –Venezia – Italy, hereinafter referred to as “COELME”.

Hereinafter collectively referred to as “The Parties”, individually as “the party”.

WHEREAS:

- COELME is a company specialised in a field of designing, manufacturing and commercialising products and services dedicated to Electrical Distribution.
- ----- a company specialised in the field of -----
- The Parties considering a possible relationship between them, COELME shall, within the frame of request for quotation, forward some information that COELME considers confidential.

NOW THEREFORE, it has been agreed as follows:

1. ----- shall consider strictly confidential and shall not disclose to any third party, any requests for quotation received from COELME, the quotations themselves nor the drawings, the documents or any information received from COELME, or to which it will have access, in connection with COELME’s requests for quotation (hereafter the “Information”)
2. ----- undertakes to communicate all the Information needed to answer properly to COELME’s requests during the quotation phase.
3. ----- undertakes to communicate the Information only to its own employees involved in the quotation in question.
4. ----- agrees that it will not disclose the existence, the subject matter or any other terms and conditions of this agreement nor the Confidential Information to any party without the written consent of COELME.
5. This agreement shall become effective upon its signature by both Parties for a period of two years.
6. The provisions of the articles 3 and 4 of this agreement regarding confidentiality shall survive the termination and/or expiry of this agreement for a period of five years.

Any dispute arising in connection with the interpretation or the execution of this Agreement which the Parties cannot settle amicably shall be finally settled under the rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed in duplicate originals by its duty authorised officer or representative in the date hereinabove mentioned.

Date: _____

For _____

On behalf of COELME
 Francesco Basso

2 NDA - Annex 1 (ENG) rev. 0 of 30.01.2009 of NIC Q 740 - rev 5 of 30.10.2009