

COMPANY LETTERHEAD

STRICTLY PRIVATE AND CONFIDENTIAL

JUDICIAL LIQUIDATORS

ATAC SPA CREDITOR ARRANGEMENT No. 89/2017

Franca Cieli

Lorenza Dolfini (lawyer)

Giuseppina Ivone (lawyer)

*Via certified e-mail*

Dear Judicial Liquidators, herewith the Company

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WHEREAS

- in relation to the Notice published by the Judicial Liquidation Bureau on ATAC SpA Creditor Arrangement Procedure No. 89/2017 (the '*Liquidation*') concerning the sale of non-instrumental properties owned by ATAC SpA (hereinafter referred to as the '*Notice*'), this Company is interested in viewing the documentation published on the YARD website [www.yardre.it](http://www.yardre.it) ;
- the obligations, commitments, and declarations referred to in the present Non Disclosure Agreement (hereinafter the "*Agreement*") are undertaken by the Company

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in its own name and on its own behalf, including on behalf of the shareholders, directors, employees, collaborators and consultants in any capacity, companies directly and/or indirectly controlled or connected to it in any way and the respective directors, employees, collaborators and consultants in any capacity (the '*Related Parties*') of which the Company commits to act in good faith also pursuant to and for the purposes of articles 1381 and 1375 of the Italian Civil Code;

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in light of the foregoing, we propose the following Agreement in relation to the Confidential Information which will be acquired by the Liquidation.

### 1. CONFIDENTIAL INFORMATION

The term "Confidential Information" shall be construed as all information relating to the 'non-instrumental' properties of ATAC SpA subject to liquidation as part of the Arrangement Plan approved by the Court of Rome, provided by the Liquidation of the Company.

### 2. NON-DISCLOSURE AND CONFIDENTIALITY OBLIGATION

2.1. Pursuant to art. 1381 of the Italian Civil Code for Related Parties, the Company \_\_\_\_\_ directly undertakes to:

- (i) safeguard Confidential Information and therefore, not to transmit and/or disclose it to anyone other than Related Parties;
- (ii) refrain from using Confidential Information for purposes other than formulating the aforementioned Bids;
- (iii) refrain from making any communications to any authority, or other announcements or communications, in any way, regarding the formulation of Bids;
- (iv) strictly observe the privacy and personal data protection legislation currently in force;
- (v) disclose Confidential Information exclusively to Related Parties directly involved in the formulation of the Bids, and only to the extent necessary for the purpose thereof, and to notify said Related Parties prior to disclosure, the nature of the Confidential Information and the content of this Agreement, assuming responsibility for any violations of the Agreement by the Related Parties;

### 3. DURATION

This Agreement has a duration of 1 year from its signing.

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**4. JURISDICTION**

All disputes arising from or related to this Agreement will be subject to the exclusive jurisdiction of the Courts of Rome.

**5. RELATIONS BETWEEN THE PARTIES**

This Agreement will only entail the obligations set forth therein, which is why the Company recognises that the Liquidation will not be bound by any exclusive lien.

Sincerely,

Date \_\_\_\_\_

Signature

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