



PIAGGIO & C.s.p.a.

To Company

*Affix Company
stamp alongside*

Subject: **Confidentiality Agreement**

Please be advised that within the scope of any supply arrangements made with PIAGGIO & C. SPA, you may be required to make use of technical information and specifications that are the intellectual property of Piaggio. In order to prevent, in our mutual interests, any improper use of the intellectual property of Piaggio and thus enable our companies to continue doing business in the future, you are kindly requested to accept and expressly approve the following confidentiality agreement.

‘Confidential Information’ means:

any technical, technological, construction or process information, and any data, drawings, regulations or specifications with the wording ‘Confidential’ printed on them and/or expressly labelled ‘Property of PIAGGIO & C. SPA’, which your Company already has in its possession or will come into possess of through any past, present or future Piaggio Order.

The notion of Confidential Information does not include any information that is or becomes part of the public domain, with the exception of that which becomes so due to actions or omissions attributable to your Company, or to your employees, agents, consultants and any subcontractors.

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and
signature*

In relation to any Confidential Information disclosed to you, now or in the future, by Piaggio, you understand and agree to all the confidentiality undertakings expressly set forth herein under

1. You warrant and represent that all Confidential Information will be held in the strictest reserve and confidentiality, and will be used exclusively for the purposes of executing to standard each Order issued by Piaggio to which the Confidential Information refers. Any other use of Confidential Information that is not connected with the execution of Piaggio Orders shall constitute a major breach and non-performance of the undertakings set forth herein, and shall entitle Piaggio to seek the remedies set forth in Article 6 hereof.
2. You warrant and represent that unless otherwise permitted by the prior written consent of PIAGGIO & C. SPA, no Confidential Information will be disclosed to third parties of any kind, for any reason whatsoever.



This obligation shall not apply if disclosure is required expressly by law or by the requirements of administrative or judicial authorities to which you are expressly subject, provided that you inform PIAGGIO & C. SPA in writing of the existence of these requirements prior to any disclosure.

3. You expressly warrant and represent that you will assist PIAGGIO & C. SPA and co-operate as necessary and in a manner sufficient to prevent any improper use or the undue disclosure of Confidential Information.
4. You expressly warrant and represent that you will indemnify and hold PIAGGIO & C. SPA harmless against any damage or loss of any kind that it may incur as a result of any breach of the terms and conditions expressly set forth herein by you, or by your employees, agents, consultants and any subcontractors.
5. You warrant and represent that upon execution and the effective completion of each Order issued by PIAGGIO & C. SPA, no further use of the Confidential Information will be made for any reason whatsoever, and that all Confidential Information, including therein any copies, memorandums or notes relating thereto, will be returned promptly, unless otherwise instructed by PIAGGIO & C. SPA in writing.
6. In view of the delicate nature of the Confidential Information that forms part of Piaggio's intellectual property, representing the know-how possessed by Piaggio itself, your Company expressly understands and accepts that the breach of any one obligation binding under this agreement shall entitle PIAGGIO & C. SPA to seek and obtain the remedies of injunction, compensation for direct and consequential damages and any other protection without limitation of any kind and through the competent courts.
7. Any amendment of this agreement is to be made in writing and signed by both the parties hereto. In the event of any differences or discrepancies between the provisions set forth in this agreement and the provisions contained in individual Piaggio Orders, the contents of this agreement shall prevail.
8. If any of the clauses of this agreement should be invalidated by law or declared null and void by a court of law, the validity of the remaining clauses shall not be affected in any way.
9. The confidentiality and non-disclosure obligations binding under this agreement shall remain valid in full for a period of five (5) years after the completion of each Piaggio Order to which the Confidential Information refers.
10. This agreement and its provisions are governed by Italian law. Any disputes shall be referred to the exclusive jurisdiction of the Court of Pisa.
11. The recitals and annexes hereto are an integral and substantial part of this agreement.

*Stamp
and
signature*



PIAGGIO & C.s.p.a.

Please return a copy of this agreement signed in the original, confirming your full acceptance.

Yours faithfully
PIAGGIO & C. SPA

For acceptance and confirmation:

..... ,
Specify city Specify date

Name: _____
Stamp and signature

Title: _____
Specify role in the Company

For the intents and purposes of Articles 1341 and 1342 of the Italian Civil Code, our express acceptance is hereby given severally to the following clauses: (4) Indemnification; (9) Duration; (10) Jurisdiction.

..... ,
Specify city Specify date

Name: _____
Stamp and signature

Title: _____
Specify role in the Company