

## ANNEX 5 - GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF MATERIAL/SUBCONTRACTING

rev. June 2022

### Confidentiality Obligation

The undersigned Supplier, whose company information is included at the end of this document, together with the signature of its legal representative/attorney-in-fact for the approval of all matters arising under this agreement;

### Whereas

- a) To allow Ratti to assess the specific production capabilities of the undersigned Receiving Party and potentially issue orders (i) for the purchase of products such as raw materials, semi-finished goods, fabrics, samples, etc., and/or (ii) for subcontracting processes and/or finishing procedures (hereinafter referred to as "Purpose"), Ratti must share certain confidential information with the Receiving Party, and this shall be kept strictly confidential because of the reasons outlined below
- b) This document is a binding annex to Ratti's General Terms and Conditions for the Purchase of Material/Subcontracting and applies to all orders issued by Ratti. By confirming the order - or starting to fulfil the order - the Supplier accepts all the terms and conditions contained therein, according to the most recent version available at <https://www.ratti.it/en/general-purchasing-terms/> and/or sent to the Supplier.

### Agrees to the following Confidentiality Obligations

1. Definitions
  - A. "Confidential Information" means all information relating to the Disclosing Party and/or relevant to the latter's operations, including information associated with industrial/intellectual property rights, that the Receiving Party obtains or could obtain in connection with the Purpose. Confidential Information shall be considered confidential even if not expressly marked and identified by the Parties as "confidential" and includes, but is not limited to: know-how, technologies, methods, processes, projects, specifications, test data, technical data, data concerning raw materials and chemicals, plans, models, sketches, patterns, designs and the relevant industrial production lines, formulas, surveys, findings, research projects, equipment, improvements, databases, financial, organisational and production information, sales reports, financial, business, and marketing analyses and forecasts, types of fabric and the relevant technical information, lists of customers, prices, suppliers and subcontractors, other confidential information and/or intellectual property rights that Ratti received from its customers;
  - B. "Disclosing Party" and/or "Ratti" means Ratti S.p.a. Benefit Corporation, with registered office in Guanzate (province of Como), via Madonna, 30 - 22070, tax ID and VAT no. 00808220131;
  - C. "Receiving Party" and/or "Supplier" means the company signing this document and whose information is included at the end of this document.
2. The Confidential Information is and remains the exclusive property of Ratti and/or its customers as applicable.
3. The Receiving Party agrees (i) not to use any Confidential Information for any purpose other than in connection with the Purpose (including the fulfilment of any orders Ratti may place with the Receiving Party); (ii) to keep all Confidential Information secret and confidential, using the same degree of care used to protect its own Confidential Information and other similar

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information, but not less than a reasonable degree of care; (iii) not to disclose or report any Confidential Information to third parties in any way or by any means, without the express written consent of the Disclosing Party; this shall be without prejudice to the disclosures required by law or Judicial or other Public Authorities.

4. The Receiving Party agrees to restrict access to Confidential Information only to its employees and partners who need to access it in connection with the Purpose (including the fulfilment of any orders Ratti may place with the Receiving Party) and have formally undertaken to comply with the same confidentiality obligations under this agreement. In any case, the Receiving Party shall remain directly responsible to the Disclosing Party with respect to its actions and the actions of its employees and partners who accessed Confidential Information as a result of the above.
5. Once the Purpose is achieved (including the fulfilment of any orders Ratti may place with the Receiving Party), or simply at the request of the Disclosing Party, the Receiving Party agrees to return - or otherwise destroy - any documents and/or media containing Confidential Information of the Disclosing Party, including all copies of notes and plans relating to the work performed, without keeping any copy, unless subsequently otherwise agreed in writing by the Parties.
6. The Receiving Party acknowledges and accepts that this agreement does not require Ratti to place a minimum number of orders with the Receiving Party and shall not be construed as guarantee of a continuing/exclusive relationship with Ratti.
7. The confidentiality obligations under this agreement are effective today and for 5 years following the achievement of the Purpose (including the fulfilment of any orders Ratti may place with the Receiving Party).
8. This agreement, made out in two original copies, is governed by Italian law. The Court of Como shall have exclusive jurisdiction over any dispute between the Parties with respect to the validity, effectiveness, interpretation and performance of this Agreement or related thereto. Como.

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#### **The Supplier - Receiving Party**

Company Name and VAT no.:

Name and Surname:

In their capacity as:

Signature:

Company stamp:

Place and date:





Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Receiving Party declares to have read the content of the agreement and expressly agrees to the following clauses: Article 8 - jurisdiction.

**The Supplier - Receiving Party**

Company Name and VAT no.:

Name and Surname:

In their capacity as:

Signature:

Company stamp:

Place and date:

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