# Confidentiality and Non-disclosure Agreement

This Agreement, effective as of 27/04/2020, is entered between

(1) Fimer/Marici, a company incorporated

in Power-One Italy Spa

with registration number 01574720510,

whose registered office is at via San Giorgio 642, 52028, Terranuova Bracciolini, Arezzo, Italy,

and

(1) , a company incorporated

in ..........................................…

with registration number ,

whose registered office is at ,

each of them a Party or, as applicable, Recipient or Discloser, and both together the Parties.

WHEREAS

1. In connection with this agreement any kind of document or any successor or replacement transaction (the Transaction), the Parties may have exchanged and wish further to exchange certain information on a confidential basis;
2. The Parties wish to define their rights and obligations with regard to such information and protect its confidentiality;

the Parties therefore agree as follows:

1. Recipient shall treat as confidential and safeguard all information disclosed by Discloser and/or its Affiliates in connection with the Transaction (the Confidential Information) either before or during the term of this Agreement (whether in writing, orally, electronically or by other means, and whether or not labelled as “confidential”). For purposes of this Agreement, Affiliate shall be any entity which directly or indirectly controls, is controlled by, or is under common control with a Party.
2. Recipient agrees to use Confidential Information solely for the purpose of the Transaction.
3. Confidential Information does not include information:
4. which is generally available to the public other than as a result of a breach of this Agreement; or
5. which is already in the possession of Recipient without restriction prior to any disclosure hereunder; or
6. which is or has been lawfully disclosed to Recipient by someone who is free lawfully to disclose the same without confidentiality restrictions; or
7. which is independently developed by Recipient or its Affiliates and no Confidential Information disclosed hereunder has been used directly or indirectly in such

development; or

1. whose applicable period of confidentiality pursuant hereto, or such other period specifically agreed to in writing by the Parties, has ended.
2. Recipient may not distribute, disclose, or disseminate Confidential Information to anyone, except (i) to its and its Affiliates’ officers, directors, and employees with a need to know (the Representatives) provided always that Recipient advises its Representatives of the obligations hereunder and takes reasonable measures to ensure adherence by such Representatives; or (ii) as may be required by applicable law or legal process, in which case Recipient shall provide Discloser with prompt written notice of such requirement prior to such disclosure where time permits and, upon Discloser’s request, take reasonable steps to obtain an order protecting Confidential Information from public disclosure; or (iii) as otherwise provided herein.
3. Recipient warrants that it applies reasonable safeguards against the unauthorised disclosure of Confidential Information and agrees to protect it in accordance with generally accepted standards or in the same manner and to the same degree that it protects its own confidential information, whichever is higher. Recipient may disclose Confidential Information to Permitted Additional Recipients provided always that such Permitted Additional Recipients sign with Recipient a confidentiality agreement substantially similar hereto or, where applicable, are required to comply with codes of professional conduct ensuring confidentiality of such information. Permitted Additional Recipients means Recipient’s auditors, counsels and advisors to whom Recipient needs to disclose such Confidential Information to facilitate the Transaction.
4. Except as may be required by applicable law or legal process, each Party agrees not to disclose to any person (i) that discussions or negotiations are taking place concerning the Transaction, (ii) the existence of this Agreement, or (iii) any of the proposals, terms, conditions or other facts with respect to the Transaction, including the status thereof, without the prior written consent of the other Party.
5. Upon request of Discloser, Recipient shall return to Discloser or destroy (and confirm inwriting destruction of) all Confidential Information in its or its Representatives’

possession or under its or its Representatives’ control, provided that Recipient and its Representatives will be entitled to retain (i) copies of Confidential Information as required for legal, regulatory, or audit purposes and (ii) Confidential Information stored on their computer back-up, archiving or disaster recovery systems.

1. This Agreement is not intended to, and does not, obligate either Party to enter into any further agreements or to proceed with the Transaction, any possible relationship or other transaction. Recipient acknowledges that Discloser makes no representation or warranty, whether express or implied, as to the accuracy or completeness of Confidential Information, and Discloser disclaims any and all liability unless contained in any definitive agreement.
2. All Confidential Information disclosed hereunder remains at all times the property of Discloser and nothing contained in this Agreement may be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed to Recipient.
3. Each Party agrees that any violation of this Agreement may cause irreparable injury to the other Party for which monetary damages may not be adequate. Each Party agrees that if a court of competent jurisdiction determines that one Party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the other Party, such other Party will be entitled to seek injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.
4. If Recipient or one of Recipient’s Affiliates has knowledge that a Representative or a Permitted Additional Recipient has breached its confidentiality obligations in respect of Confidential Information (a Potential Claim), then Recipient shall promptly advise Discloser. Recipient also agrees to follow Discloser’s reasonable instructions to pursue Potential Claims against such Representative or Permitted Additional Recipient provided that Discloser agrees to indemnify Recipient for costs reasonably incurred in connection with following such instructions.
5. Each Party will comply with all applicable data protection laws and regulations. Where applicable (in particular if one Party receives access to and processes personal data on behalf of the other Party in connection with this Agreement and such processing is not yet covered by sufficient data protection obligations and a respective data processing agreement), the Parties will enter into any required data processing or other data protection agreement.
6. No failure or delay by either Party in exercising any of its rights under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof

preclude any other or further exercise thereof.

1. Neither Party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other (which consent shall not be unreasonably withheld).
2. This Agreement is solely for the benefit of the Parties, and it is not deemed to confer upon or give to any other third party any remedy, claim, liability, reimbursement, cause of action, or other right.
3. If any provision of this Agreement, or part thereof, is found to be unenforceable, invalid or contrary to law (a Challenged Provision), this will not affect any other part or aspect of this Agreement, and this Agreement will remain in full force and effect pursuant to its terms, minus the Challenged Provision, unless such severance would invalidate the principal purposes of this Agreement. If any provision is so severed, the Parties agree to use best efforts to achieve the same result as was intended by such provision.
4. All notices to a Party shall be in writing and sent to its address set forth at the beginning of this Agreement or to such other address it may provide the other Party in writing for such purpose. Notices may be sent by any commercially common means, including post, courier, electronic mail and fax. A notice is deemed given when received, except if received on a day or time the receiving Party is not open for business, in which case it will be deemed received on the next day the receiving Party is open for business.
5. This Agreement will terminate (i) 5 (five) years after its Effective Date or (ii) upon effectiveness of a Transaction related agreement, provided that such agreement contains confidentiality/non-disclosure provisions – whichever occurs earlier.
6. Any amendment to this Agreement must be in writing and duly signed by each Party.
7. This Agreement is governed by the laws of Italy, excluding its conflict of law’s provisions. Any dispute arising in connection with this Agreement which cannot be settled amicably shall be finally settled by the exclusive jurisdiction of the Court of Milan. Place of arbitration shall Milan, Italy. The language of the proceedings and of the award shall be English. The decision of the arbitrator is final and binding upon both Parties, and neither Party may appeal for revision.

Power-One Italy Spa a member of the FIMER Group

Signature: ................................................................................

Name: .......................................................................................

Date: ......./........./................

Signature: ................................................................................

Name: .......................................................................................

Date: ......./........./................

...................................................… (counterparty)

Signature: ................................................................................

Name: .......................................................................................

Date: ......./........./................

Signature: ................................................................................

Name: .......................................................................................

Date: ......./........./................