

The texts are purely indicative. Only the Italian texts have legal value.

“Project for the joint sale of
Milano Serravalle-Milano Tangenziali S.p.A.”

CONFIDENTIALITY UNDERTAKING

The undersigned:

(Name).....

(Surname).....,

on his/her own account or;

in his/her capacity as:

- Chairman;
- Sole Director;
- Managing Director;
- Other..... .

of the company located in..... ,

WHEREAS

- A. the undersigned has requested access to the *Virtual Data Room* (VDR) in relation to the "Project for the joint sale of Milano Serravalle-Milano Tangenziali S.p.A.", announced with a tender notice published by ASAM S.p.A. in the G.U.R.I. (official gazette of the Italian Republic) on 18 January 2013 and sent to G.U.C.E. . (official gazette of the European Community) on 15 January 2013, also published in some national newspapers and available on the website www.asamspa.com, "Tenders" link, available without access restrictions];
- B. the VDR allows the examination of the tender documents in electronic format;
- C. access is also granted to the Users or Representatives mentioned by the undersigned in the "Request for Access" to the VDR, meaning the directors, employees, lawyers, or other consultants, and our subsidiaries, parent and jointly controlled companies, authorised by the undersigned, to whom the confidential information is necessary in

order to examine the documents;

D. data and information available in the VDR are of a confidential nature;

- E. all information of any kind relating to the Project that is available in the VDR, as well as information that will be communicated and/or provided (in writing or orally) during the execution of the Project, or later and until its completion, is collectively referred to as "Confidential Information";
- F. notwithstanding the previous point, the Confidential Information shall not include information which (a) is known to the public or which becomes available to the public for reasons other than breach of this Agreement; (b) is in the public domain at the time it is disclosed; (c) after being published, enters the public domain for reasons that do not constitute a breach of the undertakings and provisions contained herein; and (d) is known or has been communicated to the undersigned, or Users or Representatives indicated by the latter, from sources other than ASAM S.p.A. or its advisers, and/or its management, and/or its staff, as long as it is not known that these sources are in any case subject to a non-disclosure duty, or that disclosure has been prohibited to these sources; or (d) the undersigned, or Users or Representatives designated by the same, demonstrate was in their possession before the project's start date and that they knew was not subject to any other non-disclosure duty concerning ASAM S.p.A.

ALL OF THE ABOVE IS CONSIDERED AN INTEGRAL PART OF THIS AGREEMENT

THE UNDERSIGNED ASSUMES THE UNDERTAKINGS DESCRIBED BELOW

1. Not to disclose confidential information by not giving it to anyone except (i) Representatives; (ii) indicated Users.
2. Ensure that each indicated Representative or User who has come into contact with Confidential Information is informed of the existence and content of this Non-disclosure Undertaking and complies with it, with the undersigned in any case being liable towards the Principal for any breaches by the aforementioned Representatives or Users of the terms of this agreement.
3. Take appropriate precautions, including those concerning information technology systems, to protect the confidentiality of information that is made available.
4. Refrain from using confidential information, now or in the future for a period of 36 months, for purposes other than carrying out an analysis and assessment, and from using such information in any way that may cause harm to ASAM S.p.A. or other sellers, or for any other purpose of any kind, including carrying out commercial or industrial initiatives in competition with ASAM S.p.A. or its subsidiaries or affiliates.
5. This confidentiality undertaking is governed by Italian law. All disputes arising from this confidentiality undertaking, including those regarding its validity,



interpretation, enforcement and termination, shall be under the exclusive jurisdiction of the Milan Court of Law.

Place and Date: __

Name and Surname:

Status: _____

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the undersigned specifically approves the provisions of clause 4 (Prohibition to use Confidential Information) and clause 5 (Arbitration Clause).

Place and Date: __

Name and Surname:

Status: _____