



Confidentiality Undertaking

Automobili Lamborghini S.p.A. ("Lamborghini") has to provide specific Confidential Information (as defined below) to the signing Supplier (the "Supplier") for the purpose of receiving an offer to the enclosed Request for Quotation (RFQ). Therefore, the Supplier undertakes to keep such Confidential Information strictly confidential in accordance to the following terms:

1. "Confidential Information" shall mean any and all information disclosed by Lamborghini to the Company, including without limitation, whether disclosed in written, oral, electronic or other form, which information could be marked confidential, bears a marking of like import, or Lamborghini states that is confidential at the time of disclosure and (b) all notes, summaries, reports and analyses prepared by the Supplier which reflect or contain any such information. This shall apply to all Confidential Information disclosed by whatever means, whether directly or indirectly, by or on behalf of either party at any time, whether disclosed orally, in writing or in machine-readable or other form, or otherwise discovered by the Supplier as a result of any information materials provided (whether directly or indirectly) by or on behalf of either party to the other party.

Confidential Information will not include information which, at the time of disclosure: (a) is of public domain, (b) was already in legitimate and lawful possession of the Supplier without breach of this undertaking, (c) was lawfully obtained by the Supplier from a third party that was not under an obligation of confidentiality, or its disclosure is required by law, regulation, legal process or regulatory authority, provided that in such event the Supplier shall give Lamborghini prompt written notice so that Lamborghini may seek a protective order or appropriate remedy and should such protective order or remedy not obtained, the Supplier shall disclose such Confidential Information only in a manner to preserve its confidential nature.

2. The Supplier undertakes to maintain strict secrecy concerning Confidential Information as defined above, and not to reveal it to any third parties. Supplier undertakes to use Confidential Information exclusively for the purposes for which are disclosed by Lamborghini, and to take all suitable steps to assure secrecy in respect of the objects of secrecy in accordance with the arrangements as set out in this document.
3. The Supplier specifically undertakes to:
 - not register, divulge, communicate and/or disclose to any third party any Confidential Information, in whole or in part, except as expressly permitted in writing by Lamborghini in advance and then only if such third party has executed a non-disclosure undertaking in form and substance satisfactory to Lamborghini;
 - not to provide any third parties with access to any news concerning the type and/or purpose of the Confidential Information;
 - immediately inform Lamborghini of any significant events where access to Confidential Information (or attempt to obtain Confidential Information) by third parties has occurred (e.g. journalists, photographers, etc.);
 - immediately return all Confidential Information to Lamborghini following Lamborghini's demand, without retaining any copy.
4. In case employees of the Supplier get access inside the Supplier of Lamborghini, it is absolutely forbidden to make photographic or video reproductions inside the company. Should this regulation be violated, in addition to being entitled to ask for compensation for damages, Lamborghini will be entitled to confiscate the relative photographs or videos, particularly spools, negatives and prints, and destroy them or have them destroyed. The signer will not be entitled to make any claim arising from this confiscation and destruction of these objects.
5. Nothing in this undertaking shall restrict Lamborghini or the Supplier from (i) undertaking similar efforts or discussions with third parties or (ii) using information mentally retained as part of their general skill, knowledge, talent and expertise.
6. Should there be any violation of the obligations by the Supplier under this agreement, Lamborghini may ask for compensation for damages. Lamborghini reserves the right in such case to terminate the relationship without notice and to end the collaboration. At least negligent violation by the Supplier of this undertaking to maintain secrecy shall be assumed where the Supplier can adduce evidence that confidential objects of secrecy have been removed from the sphere of the Supplier or his subcontractor to that of a third party. The Supplier is entitled to produce evidence refuting this.
7. The Supplier undertakes, and shall ensure that all of its employees undertake, pursuant to article 1381 of the Italian Civil Code, to comply with the obligations under this undertaking and any applicable law on data protection, with specific reference to EU Regulation 679/2016 and any applicable local law.

By means of appropriate written agreements with its employees and auxiliary staff, the Supplier shall ensure that said employees and auxiliary staff acknowledge the provisions as set out in this undertaking as being binding on themselves, or shall ensure that they are otherwise bound by the provisions of their contract of employment/contract of service to maintain the confidentiality of the Confidential Information.

8. Where Lamborghini authorizes the Supplier to use subcontractors for the purpose of getting all knowledge to create an offer for the RFQ or to participate in the negotiations, or for the purpose of fulfilling its contractual obligations, the Supplier shall require such subcontractors to acknowledge in writing the binding nature of this confidentiality agreement on such subcontractors.
9. In the event the Supplier does not submit an offer or the Supplier's offer does not result in the conclusion of a contract with Lamborghini, the Supplier is obligated to destroy all the received confidential objects of secrecy.
10. Confidentiality obligations shall last for a period of 5 years from the final date of disclosure of the Confidential Information.
11. Changes and supplements to this undertaking must be in writing and executed by both Lamborghini and the Company.
12. Said Obligation to maintain secrecy will become binding by the online acceptance of the Supplier.
13. Should one of the provisions of this undertaking be invalid, the undertaking will be understood to be integrated by a valid provision conveying a similar meaning.
14. This undertaking is governed by the laws of Italy. Any dispute however arising from or regarding the undertaking will be subject to the exclusive jurisdiction of the Courts of Bologna, Italy.

Supplier name and stamp

Place, date

Name, Surname

Signature

For specific approval of Art. 3 (Nondisclosure), Art. 6 (Violation of obligations by the Supplier), Art. 7 (Agreement to the employees), Art. 8 (Subcontractors) and Art. 14 (applicable law and jurisdiction) in accordance with article 1341 and 1342 and subsequent articles of the Italian Civil Code:
