



HTLC NETWORK S.A.

Web: www.htlcnetwork.com | E-mail: sales@htlcnetwork.com | name>.<surname>@htlcnetwork.com

Direct Offices:

Chiasso | Milan | Rome | London | Skopje | Dubai | Lima

PRIVACY FORM - CONFIDENTIALITY AGREEMENT

The undersigned / The undersigned

Last name: _____ First name: _____
Phone: _____ E-mail: _____
Residential Address: _____ Home Address: _____

with reference to his/her own data as set out in the **attached ID** (henceforth '**Interested Party**')

- for and on behalf of himself/herself.
- in the name and on behalf of a Third Party (henceforth '**Co-Interested**') represented and identified as follows:

Last Name: _____ First Name: _____
Phone: _____ E-mail: _____
Residential Address: _____ Domicile Address: _____

with reference to the **attached additional identification document**, which in case representing the Company:

Name _____ Location: _____
(as Principal(s))

Formally undertakes/undertakes to:

HTLC Network SA - a trust company (Mandatee) registered in the Commercial Register of the Canton of Ticino with order number CHE-174.439.777, with registered office in Chiasso, Corso San Gottardo, 16 - legally represented by Mr. Luca Martin, Fiduciario Commercialista;

→ **Not to disclose to Third Parties not mentioned in this agreement, any information or content/documentary copy, received on a personal and confidential basis from HTLC Network SA** (hereinafter referred to as "HTLC"), at the request of Selling Party/Loaning Party of the requested object(s), and to use them exclusively for the purpose of the planned possible acquisition of business goodwill, business branch or company shares (elaboration of business plans, applications for financing, etc.) excluding any other use on its own or on behalf of Third Parties. **In particular, it undertakes not to disclose in any way information to its own, the vendor's or Third Party's customers, suppliers or employees or other contacts of natural and legal persons not identified through identity documents, which are not already attached to this agreement.** Use or disclosure of such information could constitute a prejudicial unfair business practice and susceptible to significant civil or commercial liability, with possible legal consequences including damages;

→ **A to return to HTLC all documents received and not to take and/or keep and/or disseminate copies of them**, in case he/she is not interested in the acquisition;

→ **A not to make direct contact with managers, workers or associates of the business being sold**, without explicit written authorization from HTLC and the Selling Party.



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In addition, the Parties agree that:

1) **Only in the event** that HTLC is requested in written form for assistance in the drafting of a purchase and sale agreement and the sharing of the procedures of business start-up, a professional fee of CHF 1,500 (one thousand five hundred Swiss francs) + VAT 7.7% will be accepted through such request;

2) **Only in the event** that the object of the brokerage is the signing of a lease agreement, the Principal will pay HTLC a fee equal to one month's rent + VAT 7.7%;

3) **The sales commission, unless otherwise agreed upon in writing, shall be borne exclusively by the Seller;**

4) The proper contact persons for intermediation at the Agent will be in the case:

1) **Dr. Giulio Martin Tel. 0041.78.973.0227**

or in case of unavailability of the first contact:

2) **Dr. Luca Martin Tel. 0041.79.938.9534 - 0039.333.644.1740**

5) **In the event of a breach of the above commitments**, the undersigned accepts the obligation, as a joint and several debtor, to reimburse HTLC for the damage and expenses caused, which shall not be less than the commission that HTLC would have received, as Mediator, with the conclusion of the brokerage and the reimbursement of any type of other expenses incurred, even in the case of proven data dissemination by the solvent interest commissioning the compiler. This obligation shall be understood jointly and severally between each party named in this confidentiality agreement;

6) Any dispute under this agreement shall be subject to **Swiss law**. The parties hereby elect the **Court of Chiasso, Pretura di Mendrisio Sud**. The Principal's signature on this agreement and on the attached Client profile cheda, attests only to the veracity in principle of the information noted for the **purpose of enabling HTLC Network S.A.**, as a licensed broker fiduciary, to fulfill its **opportunity search assignment, aligned with the expectations of the prospective Buyer**, while maintaining the utmost confidentiality of the data expressly requested by the Seller Properties.

Attachments: identifying documents of the Party and/or the Requesting Parties.

Place and date: _____

Signature of Interested Party: _____

Signature of Co-Interested Party: _____