



Domus
Italia Prestige



International
Hotel Broker

your hotel property finder in the world

NCNDA
(NON CIRCUMVENTION, NON DISCLOSURE AGREEMENT)

BETWEEN

Domus Italia Prestige, VAT number 11385600967, Registered Office in Milan at Via Montenapoleone n. 8, registered in the commercial register of MILAN with the number MI - 2598775, represented by Mr. Bianchini Antonio, domiciled for the position in Milan at Via Montenapoleone n. 8, as CEO, (hereinafter referred to as the "**Broker**");

AND

Company _____, VAT NUMBER _____, registered office in _____, registered in commercial register of _____ with the number _____ represented by Mr. _____, domiciled for the position in _____, as Legal Representative, (hereinafter referred to as "**Possible Buyer**"). **WEB SITE:** _____ .

PREMISE THAT

The Parties formulate this agreement in relation to the following real estate transactions:

1

- A. Considering that the Parties will exchange documents and information relating to the transactions, they undertake to do so under the terms and conditions set out in this Agreement;
- B. the Parties are in possession of information of a confidential nature (hereinafter "Confidential Information" as defined in Article 3 below); such Confidential Information constitutes for the Parties a technical and commercial asset of considerable value; the use of such Confidential Information requires appropriate forms of protection;
- C. to this regard, it is necessary to define the specific general and confidentiality obligations imposed on both parties.

All this premised, the Parties

AGREE AS FOLLOWS

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Via Montenapoleone, 8 - 20121 Milano - Italy - +39 388 449 5870 - +39 347 790 5365 - +39 02 8295 4326 r.a.

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ART. 1 - PREMISES

1.1. The premises form an integral and substantial part of this Agreement.

ART. 2 - OBJECT

2.1. This Agreement governs the general and confidentiality obligations to which both parties are bound with respect to Confidential Information, as defined in the following article, of which they become aware in the performance of their activities.

ART. 3 - CONFIDENTIAL INFORMATION

3.1. Confidential Information" means all information acquired by the **Broker** and by the "**Possible Buyer**" which are not in the public domain.

3.2. The parties guarantee that each of their representatives/collaborators and consultants with knowledge and/or in possession of confidential information complies with the obligations set out in this Agreement.

3.3. The parties make themselves available to take all necessary measures to maintain the Confidential Information, not to use, directly or indirectly, the confidential information for purposes unrelated to the negotiations, not to use the information in such a way that it may cause damage to the other party.

3.4. The Confidential Information communicated to the **Broker** or **Possible Buyer** by subsidiaries, consultants, agents or representatives are also subject to the provisions of this Agreement.

3.5. The Parties shall not permit any press release or public comment on the discussions, the Potential Transaction, this Agreement, the Confidential Information or the purchase or sale.

ART. 4 - OBLIGATIONS OF THE PARTIES

4.1. The Parties undertake to maintain absolute confidentiality with respect to Confidential Information acquired and identified as confidential under this Agreement or any subsequent documents. In particular, the Parties commit themselves to the following provisions:

- a)** consider the information strictly confidential and, therefore, not to disclose and/or in any case not to disclose confidential information to third parties unless they are also direct collaborators;
- b)** adopt all necessary and appropriate precautions and security measures, according to the best professional standards, in order to keep the Information confidential, as well as to prevent unauthorized access, theft and manipulation of the same;
- c)** strictly comply with current legislation on privacy and personal data protection. The Parties may not use, transfer, reproduce, copy even any part of such confidential information in any form transmitted, without the specific written consent of the other Party.

ART. 5 - COMMITMENT OF THE PARTIES AND PRINCIPLE OF NON CIRCUMVENTION

5.1. Possible Buyer undertakes, for itself and for third parties, not to sign any agreement or other legal transaction, directly or indirectly, for the entire duration of this contract, with the aim of acquiring, for itself

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or for third parties, in any form or means, a real or compulsory right of enjoyment or economic exploitation, even partial, on the properties trying to circumvent the **Broker**.

5.2. Until such time as the prospective buyer and seller begin to have a direct relationship, any request for Information will only be addressed to the **Broker**.

5.3. The **Possible Buyer** also undertakes to not contact directly and for any reason the seller's collaborators, any advisors, intermediaries and advisors of the properties subject of the Operation.

5.4. Finally, the **Possible Buyer** undertakes to send to the **Broker**, by ordinary e-mail, all possible communications concerning the operation, requests for further information, and any further questions of any kind.

5.5. The Parties' obligation to protect Disclosed Confidential Information shall survive the termination of the Agreement and shall be binding on the Parties and their successors for a period of 3 (three) years after Disclosure of the Confidential Information.

ART. 6 - DURATION OF THE AGREEMENT

6.1. This agreement will remain valid until the completion of the sale mentioned above or until the Buying Party or the Selling Party definitively renounces the purchase and sale but, in order to avoid any circumvention, **with regard only to the real estate assets indicated in the premise**, it shall survive its natural expiry for a further period of 3 years.

ART. 7 - PROHIBITION OF TRANSFER

7.1. No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party.

7.2. Any amendment to this Agreement shall be made in writing and signed by both Parties.

7.3. By signing this Agreement, the Parties agree to be compensated for damages, if effectively incurred and quantifiable by corresponding invoices, in case of breach of confidentiality and/or other breach related to this Agreement, including, without limitation, negligent or intentional acts or omissions in the execution of the obligations arising from this Agreement, committed both by the Parties themselves and by their representatives and/or third parties connected to them.

ART. 8 - APPLICABLE LAW

8.1. This Agreement is governed by Italian law. Should any dispute arise between the Parties relating to the execution and/or interpretation of this Agreement, should it not be settled amicably, the competent court shall be the Court of Milan.

ART. 9 - CONTRACTUAL VALIDITY

9.1. The Parties agree on the validity of the signature of this document transmitted scanned remotely between the Parties by ordinary electronic mail.

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ART. 10 - PRIVACY

10.1. Pursuant to and for the purposes of Article 13 of Legislative Decree no. 196/2003 (hereinafter "Privacy Code") and Articles 14 and 15 of EU Regulation no. 2016/679 (hereinafter "GDPR"), the parties mutually consent to the processing, communication and dissemination of their personal data.

Annex:

COPY OF AN IDENTITY DOCUMENT OF THE SIGNATORY

Telematically signed on: _____

BROKER SIGNATURE

POSSIBLE BUYER SIGNATURE

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