

## ANNEX B

[Header of the interested party]

**To :** Veneto Banca SPA under administrative liquidation procedure  
**In attn. of:** Mrs. GIULIANA SCOGNAMIGLIO, Liquidator  
Mr. ALESSANDRO LEPROUX, Liquidator  
Mr. GIUSEPPE VIDAU, Liquidator  
**Ref:** Notice for the sale purchase of shares held by Veneto Banca SPA under administrative liquidation procedure of the share capital of the company **IMMOBILIARE ITALO ROMENA SRL** (with J40/4654/2002 and Sole Registration Code 14673082)

### NON - DISCLOSURE AGREEMENT

Dear Sirs,

Reference is made to the document „*Notice for the sale purchase of shares held by Veneto Banca S.p.A. under administrative liquidation procedure of the share capital of the company **IMMOBILIARE ITALO ROMENA SRL***, as well as the Access Request to the Virtual Data Room signed by the undersigned accordingly in the sale procedure of shares owned by Veneto Banca S.p.A. in the administrative liquidation procedure to the social capital of the company **IMMOBILIARE ITALO ROMENA SRL** (hereinafter referred to as the „**Company**” and “**Procedure**”). In the context of the Procedure, Confidential Information or documents could reach us. In this purpose, we hereby undertake to sign the following Non-Disclosure Agreement.

1. For the purpose of this Non-Disclosure Agreement (hereinafter called “**NDA**”), “**Confidential Information**” means:
  - (a) All data, documents and information, of any nature, which is related to the Company, its shareholders and/ or any company which is directly or indirectly supported financially by the Company (jointly and separately herein referred to as the “**Entity**”) supplied to us verbally, in digital/electronic format or in writing;
  - (b) All documents and information, of any kind, collected or received by us or which could reach us later on, *inter alia*, by access to the offices of Entities or by means of meetings and/or discussions with representatives, employees and/or consultants of Entities;
  - (c) All documents, information, notices, data processing, analyses or any other types of reports of any kind, prepared by the Entities and/ or the representatives, employees and/or their consultants.
  - (d) The Procedure per se and the proposed terms, the situation of negotiations and the discussions we could have in terms of Procedure, the fact that we are assessing or that we have cut off the assessment of the Procedure, irrespective if the data, documents and /or information are marked as "confidential".
2. The following is not Confidential Information (as defined above):
  - (a) Information available to the general audience, except the case when the information becomes like this following the disclosure made by us or by the Persons Involved (as they shall be defined hereinafter) by violating this NDA;

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- (b) Information which is already legitimately in our ownership or of the Persons Involved, if such information was not made public following other confidentiality agreement or the confidentiality duty with the Entities;
  - (c) Information which is or has been prepared or developed by us or by the Persons Involved without relying on and/or referring to Confidential Information.
- 3. We commit to approach the Confidential Information as strictly secret and not give in or reveal this Confidential Information to third party, except the cases mentioned in this NDA. We agree to keep the measures which are necessary and appropriate for protecting the secret of the Confidential Information and to prevent thefts, embezzlements, destructions, access or unauthorized use of the Confidential Information.
- 4. We agree to use the Confidential Information and any other information to which we have access only for the purpose of evaluating, negotiating or benefiting of consultancy related to the Procedure and not for other purposes.
- 5. We agree to communicate the Confidential Information only to our affiliates, the potential funders, lawyers, accountants and financial consultants, as well as to those directors, associates, members, employees and agents involved in the analysis of Procedure (hereinafter referred to as the „**Persons Involved**“). „**Affiliate**“ in relation to a person or entity means any person or entity who, directly or indirectly, controls or is controlled or is under the mutual control of this person or entity; for the purpose of this document; „**Control**“ is the direct or indirect ability to manage an entity by holding securities or investments on equity or other interests.

We agree to make sure that all Persons Involved treat the Confidential Information as strictly confidential and do not give in or disclose this information to third party, except the case when it is mentioned in this NDA. For this purpose, we shall inform the Persons Involved in relation to the confidential character of the Confidential Information and the terms hereto.

- 6. We notice and accept that:
  - (a) None of the Confidential Information or other information or documents which we shall receive are considered to be exhaustive and/or construed as affidavit or express or implicit warranty, of any kind;
  - (b) Neither us nor any Person Involved have the right to rely on the accuracy, reliability or complete character of the Confidential Information or any information or documents in whose possession it may enter;
  - (c) No Entity can be considered liable for using the Confidential Information or for using them by any of the Persons Involved; and
  - (d) No Entity has the duty to supply the Confidential Information later on, any update of the Confidential Information and/or to correct any inconsistency of the Confidential Information;
- 7. If any Confidential Information is disclosed by law or regulation (including without limitation to stock exchange regulations or any other regulated or self-regulatory body) or by order of administrative, regulatory or arbitral tribunal, we will inform you as soon as possible, if permitted by applicable law, prior to disclosure of confidential information. If permitted by applicable law, we will reasonably consult and agree with you and the company about the content of the disclosure, and will reasonably cooperate with you and the company in an attempt to challenge that disclosure.

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8. Following your written request, we and the Persons Involved, as far as reasonably possible (except the case when the law demands to keep them):
- (a) Will return to you all documents which contain the Confidential Information; or
  - (b) If possible from the technical and practice point of view, we will destroy the Confidential Information and any analysis, opinion, memorandum or other document in connection and/ or resulting from the supplied confidential information; and
  - (c) If possible from the technical and practical point of view, we will eliminate all Confidential Information from any computer, text processor or any other device, be that electronic or not, which contains Confidential Information;

When the above does not apply, then we and the Persons Involved will keep a copy in the archive relating to certain Confidential Information as required by the applicable law or to comply with the good faith policy of storing information. Without prejudice to the provisions of Art. 8 above, any Confidential Information obtained shall be kept in accordance with the confidentiality commitments of this NDA.

9. We take notice of the fact that you and the company could be able to experience an important damage in case of failure to comply with the duties mentioned in this NDA.
10. We take notice that certain Confidential Information and talks on process regarding the Procedure can represent privileged information in the sense of Law no. 297/2004 related to the capital market and Law no. 24/2017 regarding the issuers of the financial instruments and market operations. We confirm that we know that these laws forbid, punish the manipulation and the market abuse and we agree to inform any person (including Persons Involved) who will receive the Confidential Information, about the existence of interdictions related to the manipulation and market abuse and in connection to the corresponding crimes.
11. We will inform you and the company of any violation or failure to comply with the duties mentioned in this NDA whose provisions we already took notice of.
12. All requests and duties mentioned in this document shall remain valid for a period of 18 (eighteen) months since the date of signing this NDA, except the case when the Confidential Information shall be acquired based on a legitimate title following the completion of the Procedure.
13. Neither this NDA nor the disclosure of the Confidential Information in this NDA represent or imply, inherently, an interdiction in view of concluding a business or operation.
14. This NDA is governed by the Romanian law.
15. The Parties agree that in the event of any dispute, controversy or claims arising out of or in connection with this NDA, and in the event of its breach, termination or lack of validity, they shall attempt to reach an amicable settlement. If, despite reasonable efforts, the dispute is not settled amicably, it will be sent to the Romanian competent courts.

Yours respectfully,

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In the name of: \_\_\_\_\_  
of: \_\_\_\_\_  
Position: \_\_\_\_\_