

ALLEGATO 3b

ALLA SOLLECITAZIONE ALL'INVIO DI MANIFESTAZIONI DI INTERESSE PER LA PROCEDURA DI CESSIONE DEL 100% DEL CAPITALE SOCIALE DI CLARIS LEASING S.P.A. E CLARIS FACTOR S.P.A.

IMPEGNO DI RISERVATEZZA – VERSIONE INGLESE

etobancalca - 2017 11 20 Procedura di vendita di Claris Leasing S.p.A. e Claris Factor S.p.A. - All. Pierpaolo.Gorgucci - 2/12/2018 - 23:43:58 - 10.0.105.10.

[Interested party letterhead]

[place], [date] 2017

**Veneto Banca S.p.A. in Liquidazione
Coatta Amministrativa**
Piazza dall'armi, 1
31044 Montebelluna (TV)

To the kind attention of:
Ms. Giuliana Scognamiglio
Mr. Alessandro Leproux
Mr. Fabrizio Viola

CONFIDENTIALITY UNDERTAKING

Dear Sirs,

We make reference to the document "*Sollecitazione all'invio di manifestazioni di interesse per la procedura di cessione del 100% del capitale sociale di Claris Leasing S.p.A. e Claris Factor S.p.A.*" and to the "*Manifestazione di interesse*" duly signed by us in the context of the procedure for the acquisition of 100% of the share capital of [PLEASE INSERT Claris Leasing S.p.A. and/or Claris Factor S.p.A.] (the "[**Company / Companies**]" and the "**Transaction**"). In the context of the Transaction, we will be provided with certain confidential documents and information. In consideration of the above, we hereby undertake and enter into the following confidentiality undertakings.

1. For the purposes of this confidentiality undertaking (this "**Undertaking**"), "**Confidential Information**" shall mean:
 - (a) all data, documents and information, of any nature whatsoever, regarding the [Company / Companies], [its / their] shareholders and/or any company directly and/or indirectly participated by the [Company / Companies] (collectively the "**Entities**" and, each of them, an "**Entity**"), furnished to us in oral or digital/electronic or written form;
 - (b) all data, documents and information, of any nature whatsoever, collected or received by us or which we may otherwise come into possession of as a result *inter alia* of having access to the Entities' offices or through meetings and/or conversations with the Entities' representatives, employees and/or advisors;
 - (c) all documents, information, notices, data compilations, analyses or other reports, of any nature whatsoever, prepared by the Entities and/or their representatives and/or advisors;
 - (d) the Transaction itself and its proposed terms, the state of progress of any negotiations and discussions we may enter into with respect to this Transaction, the fact we are in the process of studying or have stopped studying the Transaction, irrespective of whether or not such data, documents and/or information are marked as being "confidential".
2. The following shall not constitute Confidential Information (as previously defined):
 - (a) information which becomes generally available to the public other than as a result of a disclosure by us or our Involved Persons (as defined herein) in breach of this Undertaking;
 - (b) information which is already in our or our Involved Persons' lawful possession, provided that such information is not known by us pursuant to another confidentiality agreement with or other obligation of secrecy to the [Company / Companies];
 - (c) information which becomes available to us or our Involved Persons on a non-confidential basis from a source other than the Entities, the [Company / Companies] or their representatives and/or advisors, provided that such source is not known by us

- to be bound by a confidentiality agreement with or other obligation of secrecy to the [Company / Companies] prohibiting such disclosure; or
- (d) information which is or has been independently conceived or developed by us or our Involved Persons without reliance upon and/or reference to any Confidential Information.
3. We undertake to treat the Confidential Information as strictly confidential and we shall therefore not divulge or otherwise disclose such Confidential Information to third parties except as set out in this Undertaking. We agree to maintain reasonable necessary and appropriate measures to protect the secrecy of the Confidential Information and to prevent any theft, manipulation, distraction, unauthorized access or use of the Confidential Information.
4. We hereby agree to use the Confidential Information and such other information we have access solely for the purpose of evaluating, negotiating or obtaining advice in relation to the Transaction and not for any other purpose.
5. We agree to only bring the Confidential Information to the attention of our Affiliates, potential financing sources, advisers (including, without limitation, attorneys, accountants, consultants, bankers and financial advisers) of any of the foregoing and ours and their respective directors, officers, partners, members, employees and agents who are directly involved in analysing the Transaction (the "**Involved Persons**"). "**Affiliate**" in relation to a person or entity means any other person or entity which, directly or indirectly, controls, or is controlled by, or is under common control with, such person or entity; for the purposes hereof, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management of an entity, through the ownership of securities or partnerships or other ownership interests.

We agree to procure that all Involved Persons shall treat the Confidential Information as strictly confidential and shall not disclose or otherwise divulge it to third parties except as set out in this Undertaking. For the purposes hereof, we agree to inform each of such Involved Persons of the confidential nature of the Confidentiality Information and the terms hereof.

6. We acknowledge and hereby accept that:
- (a) none of the Confidential Information or the other information or documents of which we may come into possession are supposed to be comprehensive and/or may be viewed as a representation or warranty, express or implied, of any nature whatsoever;
- (b) neither ourselves, nor any Involved Persons, are entitled to rely on the accuracy, reliability or completeness of the Confidential Information or the other information or documents of which we may come into possession;
- (c) none of the Entities shall have liability resulting from our use of Confidential Information or by the use made by one of the Involved Person; and
- (d) none of the Entities is under any obligation to provide us with further Confidential Information, to update Confidential Information and/or to correct any inaccuracies in Confidential Information.
7. In the event any Confidential Information is required to be disclosed by law, regulation (including, without limitation, the rules of any stock exchange or other regulatory or self-regulatory body) or by the order of any court, administrative, regulatory or arbitral body, we shall, as promptly as practicable, so far as it is permitted by applicable law to do so, inform you of such circumstance before the Confidential Information is disclosed. If permitted to do so by applicable law and at the sole cost of the [Company / Companies], we shall reasonably consult and agree with the [Company / Companies] the content of any disclosure and provide reasonable cooperation to the [Company / Companies] in their efforts to contest such disclosure.
8. Further to receipt of written request from the [Company / Companies], we and our Involved Persons, as promptly as practicable (except as may be already required to be maintained by applicable law), shall:
- (a) return to the [Company / Companies] all documents containing Confidential Information; or

- (b) to extent reasonably and technically practicable, destroy the Confidential Information and any analyses, memoranda or other documents derived from the Confidential Information provided; and
- (c) to extent reasonably and technically practicable, expunge all Confidential Information provided from any computer, word processor or other device, electronic or otherwise, containing such Confidential Information.

The foregoing shall not apply to the extent that we and our Involved Persons must retain archival copies of any Confidential Information as required by applicable law or to comply with any bona fide records retention policy.

Notwithstanding the provisions of this Clause 8, any retained Confidential Information shall be kept in accordance with the confidentiality undertakings contained in this Undertaking.

9. For a period of 1 (one) year as from the date hereof, we and our Affiliate who received Confidential Information agree not to hire away and/or to employ and/or entrust, in any capacity whatsoever, directly or indirectly, any senior personnel, officer and/or employee of the [Company / Companies] and the companies directly and/or indirectly controlled by the [Company / Companies]. Without limitation to the foregoing, we or such Affiliates shall not be precluded from soliciting or hiring any such person who (i) responds to a general or public solicitation carried out by us in *bona fide* through a specialised firm or through general advertisement not specifically directed at such persons, or (ii) has been terminated by the [Company / Companies] prior to commencement of employment discussions between us or such Affiliate and such person.
10. We acknowledge that the [Company / Companies] may suffer a true and substantial prejudice should we fail to perform our obligations set forth in this Undertaking.
11. We acknowledge that some of the Confidential Information and the ongoing discussions as regards the Transaction may constitute privileged information pursuant to Italian Legislative Decree February 24 1998, no. 58. We confirm to be aware of the relevant law, prohibiting insider dealing and market abuse, and we agree to inform any person (including Involved Persons) to whom Confidential Information will be disclosed of the prohibitions against insider dealing and related offences.
12. We will inform you and the [Company / Companies] of any violation of or failure to perform the obligations imposed by this Undertaking of which we may become aware.
13. All requirements and obligations listed here shall remain valid for a period of 18 (eighteen) months starting from the date on which this Undertaking is executed, except for the Confidential Information in relation to which you will acquire lawful title as a consequence of the completion of the Transaction.
14. Neither this Undertaking nor the disclosure of Confidential Information under this Undertaking shall constitute or imply, in itself, a commitment or binding obligation to enter into any business relationship or transaction.
15. This Undertaking shall be governed by, and construed in accordance with, the laws of Italy.
16. The competent court in Rome shall have exclusive jurisdiction in respect of any dispute that may arise in connection with this Undertaking.

Yours faithfully,

on behalf of: _____
by: _____
title: _____