



Non-Disclosure Agreement

WHEREAS

- (A) The International Olympic Committee (“**IOC**”) manages and governs the Olympic Movement and owns all rights in respect to the Olympic Games.
- (B) Pursuant to the Host City Contract, the IOC has entrusted the organization of the XXV Olympic Winter Games and the Paralympic Winter Games to be held in 2026 (the “**Games**”) to the Italian National Olympic Committee (“**CONI**”) and the City of Milano and the City of Cortina d’Ampezzo which have caused the incorporation of Fondazione Milano Cortina 2026 (“**Fondazione**”) as the entity responsible for the organization of the Games.
- (C) Fondazione owns or controls certain proprietary expertise and information.
- (D) The Company is interested in receiving from Fondazione, and Fondazione is willing to disclose, under confidentiality, to the Company, all or part of such information owned or controlled by Fondazione for the sole purpose of allowing the Company to attend the Consultation for temporary infrastructure works related to the venues where XXV Winter Olympics and Winter Paralympics Games 2026 will be staged (the “**Purpose**”).

the **COMPANY**, as set forth in detail within the signature box at the end of this Non-Disclosure Agreement (hereinafter “**NDA**”) and duly represented by its representative with necessary powers thereof, irrevocably agrees to all of the provisions of this NDA.

1. “**Confidential Information**” under this NDA includes all data, documents, technical information, commercial information or other information that is proprietary or controlled by Fondazione (including, without limitation, those information proprietary to IOC) disclosed by Fondazione (whether in oral, written, graphic, electronic, or any other form and whether or not labelled or identified as “confidential” or the like) as well as, to the extent applicable, information obtained or acquired by observation and/or listening by the Company or its Representatives (as defined below). Confidential Information shall also include this NDA and the fact that the Parties are engaged in discussions related to the Purpose.
Confidential Information does not include information that Company can demonstrate by written records:
(a) is in, or subsequently enters, the public domain other than through the act or omission of Company or Company’s Representatives (Confidential Information will not be deemed in the public domain merely because part or details of Confidential Information are or later enter in the public domain); (b) was known to Company at the time of disclosure hereunder and was not acquired directly or indirectly from Fondazione; (c) was independently developed by Company without reference or use of Confidential Information.
2. The Company agrees (i) to keep Confidential Information in strict confidence preserving its confidentiality, (ii) not to disclose or permit the disclosure of Confidential Information to third parties without the prior written consent of Fondazione and provided however that such third parties are bound by non-disclosure and non-use obligations substantially similar to those provided in this NDA, and (iii) not to use the Confidential Information for any purpose other than for the Purpose. Accordingly, the Company agrees to take all precautions to prevent the unauthorized disclosure to any third party of the Confidential Information.

3. Without prejudice to Section 2 above, the Company may give access to the Confidential Information only to those of its directors, officers, employees, consultants (“**Representatives**”), who need to know such Confidential Information for the Purpose, provided that (a) such Representatives are bound by obligations of confidentiality and non-use no less restrictive than those contained herein, and (ii) permitting notes or copies of documents (in any media) containing Confidential Information to be made only as needed for the Purpose (such notes and copies shall also be considered Confidential Information). If any one or more Representatives of the Company disclose or use Confidential Information other than as authorized in this Confidentiality Commitment, the Company will be liable to Fondazione for that disclosure or use to the same extent that the Company would have been had in case the Company disclosed or used that Confidential Information.
4. Fondazione is and shall remain the exclusive owner or controller of the Confidential Information and any and all intellectual property rights therein. No right or license to use or transmit any Confidential Information (either express or implied), other than for the Purpose, is granted by Fondazione to the Company under this NDA and Company will not acquire any title or rights to the Confidential Information.
5. This NDA shall enter into force on the date of the last signature below and terminate after 2 years. The obligations for non-disclosure and non-use under this Confidentiality Commitment shall survive termination and continue for five (5) years after the termination date.
6. At the written request of Fondazione, the Company shall promptly either (as requested by Fondazione) return to Fondazione or destroy (confirming in writing the irreversible destruction) any and all physical documents and materials (including all copies, reproductions, summaries, analyses or extracts thereof) whether prepared by Fondazione or the Company (including its Representatives), which include or incorporate Confidential Information. The term document is used in its broadest sense, and includes electronic information in the form of discs, tapes, digital memory, etc.. Without prejudice to the above, any Confidential Information retained will continue to be subject to the terms of this Non-Disclosure Agreement.
7. Fondazione makes no warranties of any kind, express or implied, including without limitation fitness for a particular purpose, accuracy or completeness of the Confidential Information. In no event shall Fondazione be liable under any legal theory (including without limitation contract, negligence, strict liability in tort or warranty of any kind) for any indirect, special, incidental, consequential or exemplary damages (including without limitation lost profits), relating to this NDA.
8. The Company shall not assign this NDA without the prior written consent of Fondazione.
9. The Company understands and agrees that Fondazione is not under any legal obligation of any kind with respect to any future business relationship or any other transaction of any kind by virtue of this NDA.
10. In case any provision of this NDA shall be, under the applicable law, invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this NDA shall not in any way be affected or impaired thereby. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering into this NDA may be realized.
11. This NDA is subject to Italian law and shall be construed and interpreted in accordance with the laws of Italy, without reference to conflicts of laws principles. Any controversy or claim (including for non-contractual obligation) arising out of or relating to this NDA or the validity, interpretation, inducement, performance, breach or termination thereof, shall be finally settled by the court of Milan (Italy). Notwithstanding the foregoing, this NDA does not prevent either party from seeking injunctive relief and/or equitable relief, as well as any temporary restraining order, preliminary injunction and any urgent decision as a remedy to protect against any breach or threatened breach of this NDA, before a court of competent

jurisdiction in accordance with the applicable law, regulations and treaties on international jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for a breach of this NDA but shall be in addition to other remedies available at law. No failure or delay in exercising or partial exercise of any right, power, or privilege hereunder will operate as a waiver thereof.

12. Any consent, notice or report required or permitted to be given under this NDA shall be in writing, shall specifically refer to this NDA and shall be deemed to have been sufficiently given for all purposes if mailed by certified or registered mail, including if sent by facsimile or by PDF and email and confirmed through one of the foregoing methods. The exchange of copies of this NDA and of signature pages by emailed PDF transmission, or similar format, shall constitute effective execution and delivery of such instrument(s) as to the parties and may be used *in lieu* of the original NDA for all purposes. Signature of the Company transmitted in this fashion shall be deemed to be the original signature for all purposes.

The Company, duly authorized for this purpose, has signed this NDA.

Company: _____

Signature: _____

Name: _____

Title: _____

Place/Date: _____