

CONFIDENTIALITY AGREEMENT

Attachment 3.1. to the REGULATION for the proposal and evaluation of Acquisition Offers

[ON HEADED PAPER OF THE POTENTIAL BUYER]

[Place, date]

Strictly confidential

[The original version of this document is in Italian and is available on the web site of the procedure

www.procedure.it/pramaclifterconcordatiomologati

Please consider that the English translation has the sole purpose of facilitating understanding.

Only the Italian document has legal validity]

**JUDICIAL RECEIVERSHIPS OF APPROVED COMPOSITION PROCEEDINGS OF
PRAMAC S.P.A. IN LIQUIDATION AND LIFTER S.R.L. IN LIQUIDATION**

JUDICIAL RECEIVERSHIPS OF
APPROVED COMPOSITION PROCEEDINGS OF PRAMAC S.P.A. IN LIQUIDATION
Località Il Piano
53031 Casole d'Elsa – Siena

*Attention of the Judicial Liquidator
Mr Franco Michelotti*

JUDICIAL RECEIVERSHIPS OF
APPROVED COMPOSITION PROCEEDINGS OF LIFTER S.R.L. IN LIQUIDATION
Località Il Piano
53031 Casole d'Elsa – Siena

*Attention of the Judicial Liquidator
Mr Franco Michelotti*

c.c.
PR Industrial s.r.l.
Località Il Piano
53031 Casole d'Elsa – Siena

Object: **Confidentiality Agreement**

Dear Judicial Liquidator,

As part of the Competitive Sale Procedure called by PRAMAC S.P.A. IN LIQUIDATION and IN APPROVED COMPOSITION and LIFTER S.R.L. IN LIQUIDATION and IN APPROVED COMPOSITION, (hereinafter, respectively, "PRAMAC" and "LIFTER") for sale of the full ownership of the Business Unit and the Shareholdings of PRAMAC as well as of the Company of LIFTER as described in greater detail in the Regulation and in its Attachments, published on [●], which the undersigned company (the "**Interested Party**") has accepted, the Interested Party is asked to give, on its own behalf and on that of the Relevant Persons (as defined below), a precise Confidentiality Agreement (the "**Confidentiality Agreement**").

Each reference made to the "Regulation" is to be considered made to the Regulation drawn up for the proposal and evaluation of acquisition offers of which this Confidentiality Agreement represents Attachment 3.1 and is an integral part.

We declare that we are aware of the fact that, only for the purposes of evaluation of the Assets of PRAMAC and LIFTER and therefore as result of our involvement in the Procedure,

may data and information in written, electronic and oral form be provided to us and/or disclosed to us and/or placed at our disposal concerning:

- (a) PRAMAC, the companies directly or indirectly controlled by it or associated with it and the companies that are the subject of subsequent transformation of said companies (collectively, the “**Companies**”);
- (b) parties that hold a direct or indirect shareholding in the capital of the Companies;
- (c) assets of the Companies, including by way of example but not limited to, the Business Unit of PRAMAC, the Company of LIFTER and more in general the activities of production and marketing of power generators, logistic handling equipment, modules and components for photovoltaic plants; and
- (d) PR Industrial s.r.l.;

where the information referred to in letters (a), (b), (c) and (d) above collectively constitutes the “**Confidential Information**”.

With this document we undertake to consider the Confidential Information as strictly private and confidential and not to communicate and/or disclose the Confidential Information without the prior written consent of PRAMAC, LIFTER and PR Industrial S.r.l., each with regard to the Confidential Information concerning them, to persons other than the directors, employees, assistants, collaborators or consultants operating at or for the Interested Party who are directly involved in the Procedure and need to be aware of the Confidential Information (each one a “**Relevant Person**” and, collectively, the “**Relevant Persons**”).

We also undertake to use, and ensure that the Relevant Persons use, the Confidential Information only and exclusively for the purposes of the Competitive Sale Procedure and for evaluation of the Assets of PRAMAC and LIFTER and not to use said information for any other purpose and, in any case, in a way that could cause damage to the Companies and/or to the parties that hold a direct or indirect shareholding in their capital, or to PR Industrial S.r.l.

We declare that we have an internal control system and other measures in place that are fully capable of protecting the confidentiality and privacy of, and maintaining the strictest reserve with regard to, the Confidential Information in compliance with the provisions set forth in this Confidentiality Agreement and we undertake to ensure that the Relevant Persons adopt all the measures required to protect and maintain this confidentiality and privacy in compliance with the provisions of this Confidentiality Agreement.

We also undertake to respect and ensure that each of the Relevant Persons is duly provided with prior information on, and observes, the obligations of confidentiality and the duties arising from application of Italian Legislative Decree 58 of 24 February 1998 and subsequent amendments, and the related legislation for implementation (jointly the “**Reference Legislation**”) and also to ensure that each of the Relevant Persons complies with the provisions of this Confidentiality Agreement, assuming responsibility, pursuant to Article 1381 of the Italian Civil Code, for every breach of this Confidentiality Agreement by the aforesaid Relevant Persons.

The information provided shall not be considered Confidential Information if:

- (i) it is or it becomes publicly available, unless this should occur as the consequence of unauthorised disclosure and/or communication by us or by one of the Relevant Persons; or
- (ii) it has been or is made available to us by third parties outside the Companies, provided that said third parties have not breached a confidentiality obligation of which we are aware towards the Companies or PR Industrial S.r.l.; or
- (iii) has been independently processed by us without using or referring to the Confidential Information in any way or in any form.

By way of derogation from the above, the persons under obligation pursuant to this Confidentiality Agreement shall not be bound to comply with the obligations assumed hereunder if the Confidential Information must be disclosed or communicated by law, regulation or by order of an authority to which refusal may not be given. It is also understood that in such situations we undertake to promptly inform you in writing of said orders or obligations and to consult you beforehand on the advisability of taking measures to oppose or limit the scope of said requests. If the disclosure and/or communication is effectively necessary, we undertake to cooperate with you, even if it proves necessary to delay the communication as far as permitted by the Reference Legislation, in order to agree on the procedures and the contents of the communication and to take any action or other measure required or of use to ensuring reserved and confidential processing of specific parts of the Confidential Information.

We undertake to process the Confidential Information in compliance with the applicable privacy protection laws.

Furthermore we undertake – also taking into account the fact that some of the Confidential Information is likely to become inside information pursuant to the Reference Legislation – to strictly comply with provisions set forth in the Reference Legislation and, specifically, we declare:

- (a) that we acknowledge the duties arising from application of the Reference Legislation; and
- (b) that we are aware of the possible penalties provided for by the Reference Legislation even in the event of abuse of inside information or market manipulation.

We also declare that we are aware that you may deem it necessary to enter us in the register of persons having access to inside information that you have set up and keep pursuant to the Reference Legislation and accordingly we undertake to inform you in writing of the names of the Relevant Persons who have access to the Confidential Information.

The undersigned recognises the right of PRAMAC and LIFTER to disclose to third parties and the market the name of the Interested Party and the terms and conditions of the binding revised proposal submitted by it as part of the Procedure.

The Interested Party acknowledges that breach of or failure to perform any one of the obligations assumed pursuant to this Confidentiality Agreement could cause serious and irreparable damage to the Companies and to the parties that hold a direct or indirect shareholding in their capital, and to PR Industrial S.r.l.

In the event of failure on our part and/or on that of the Relevant Persons to fulfil the obligations set forth in this Confidentiality Agreement, we shall be obliged, and hereby assume the obligation, to promptly compensate all the damages, costs and expenses (including, by way of example but not limited to, the costs and expenses for legal counsel and any other cost or expense relating to possible or even only threatened litigation) incurred by the Companies or by PR Industrial S.r.l. as a result of breach on our part and/or on that of the Relevant Persons of any of the obligations set forth hereunder.

The Confidentiality Agreements referred to in this Agreement shall be effective as from today's date and shall remain in force for 3 (three) after completion of the Procedure.

This Confidentiality Agreement shall be governed and interpreted pursuant to Italian law. Any dispute that may arise in relation to the interpretation or execution of this Agreement shall be submitted to the exclusive jurisdiction of the Court of Siena.

Yours sincerely.

[●]

[name]