



(Esta hoja deberá ser entregada junto con la Ficha de Selección de Proveedor)

AJ412

Fecha:	30/01/2024						
Sociedad:	CNP ASSURANCES						
Tipo de documento:	Contrato /Anexos <input type="checkbox"/>	Presupuesto/ Proyecto <input type="checkbox"/>	Doc. Consejo <input type="checkbox"/>	Doc. Hacienda <input type="checkbox"/>	Doc. DGSFP <input type="checkbox"/>	Doc. Planes/EPSV <input type="checkbox"/>	Otro: NDA
Solicitado por:	Daniele Lelii						
Contenido / Objetivo: Principal Acuerdo, entregables y descripción del servicio	NDA bilateral CNP- Bolttech (Amplifon)						

Cumplimentar en caso de contrato, presupuestos, proyectos, u obligaciones de pago

Denominación del Documento:	Non Disclosure Agreement		
Apoderado/s de CNP: <i>(según importe económico del contrato)⁽¹⁾</i>	David Lattes		
Contraparte: <i>(proveedor, o interviniente)</i>	Bolttech Holdings (Europe) SARL		
Fecha de inicio del contrato:			
Fecha de vencimiento del contrato:	N/A		
Renovación Tácita:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
Preaviso Cancelación:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Especificar preaviso:
Penalización por cancelación:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Importe:
Actualización precio por IPC, etc.:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
Delegación actividades críticas:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Especificar:
KPI / SLA:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
Presupuestado:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Importe (IVA incluido):
Código CECO:			
Código PEP:			
Activable:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
Periodicidad del pago:	Mensual <input type="checkbox"/>	Trimestral <input type="checkbox"/>	Anual <input type="checkbox"/> Pago único <input type="checkbox"/>

- OBLIGATORIO -

Responsable del Departamento y Director correspondiente: <small>DANIELE LELII</small>	Fecha: 30/01/24	Firma:
Verificación de Control Financiero: <small>En el caso de que el gasto sea activable.</small>	Fecha:	Firma:
Verificación de Control de Gestión: <small>En el caso de que el gasto esté presupuestado y el pedido o la factura no superen el presupuesto, no será necesaria la firma del Control de Gestión.</small>	Fecha:	Firma:
Revisión Asesoría Jurídica: <small>(persona del equipo legal que ha revisado el contrato y verificado que cumple con todos los requerimientos solicitados)</small>	Fecha: 31/01/2024	Firma: Nereida Guardiola
Comentarios Asesoría Jurídica:		
<input type="checkbox"/> CORRESPONSABLE <input type="checkbox"/> ENCARGADO <input checked="" type="checkbox"/> N/A		
Verificación de Compras:	Fecha:	Firma:
Representante Legal o Director Financiero David Lattes	Fecha:	Firma:



NON-DISCLOSURE AGREEMENT ("NDA")

Between **BOLTTECH HOLDINGS (EUROPE) SARL** a Luxembourg *Société à responsabilité limitée* with company number B.240675, having its registered office at L-2440 Luxembourg, 61 rue de Rollingergrund, Grand Duchy of Luxembourg (hereinafter referred to "Bolttech") and

CNP ASSURANCES, Sucursal en España, a company registered at Spain, with company registration number W0013620J, with registered office at calle Cedaceros, 10 5ª planta, 28014 Madrid (hereinafter referred to as "Company")

and governs the terms and conditions under which the parties agree to disclose Confidential Information (defined below) to each other.

Each of Bolttech and Company being referred to as a "party" and collectively as the "parties".

Affiliate	means an entity that ultimately controls, is controlled by, or is under common control with (directly or indirectly through one or more intermediaries) a party to this NDA, and in the case of Bolttech, any subsidiary of its ultimate parent company.
Discloser	the disclosing party is referred to as Discloser when either Bolttech or Company (or their respective Affiliates) is disclosing Confidential Information to the other.
Permitted Purpose	means the evaluation, discussion, negotiation, conducting and completion of a potential business transaction currently contemplated by the Parties and any future potential business transactions that the Parties may evaluate, discuss, negotiate or enter into from time to time during the Term.
Recipient	the receiving party is referred to Recipient as When either Bolttech or Company (or their respective Affiliates) is receiving Confidential Information.

This NDA is entered into freely and in good faith and shall be governed by the following clauses and, on any matters on which it is silent, by the provisions of applicable law:

1. Confidential Information. For purposes of this NDA, "Confidential Information" of a Discloser means, subject to the limitations set forth below, (i) any information related to the fact or substance of discussions or negotiations between the parties, the terms of any agreement between the parties, and also including, without limitation, all, or any part of, and originals or copies of, any information, in whatever form embodied (whether written or otherwise) that Discloser has identified as confidential at the time of disclosure, or the fact that a discussion around the Permitted Purpose (as defined below) is taking place and all information concerning a party's past, current, and planned products, services, fees, customers, employees, personnel matters, concepts, methodologies, research, business activities, marketing and financial plans, tax structure, technical and/or platform interfaces (and any concepts or ideas relating thereto which may arise from discussions between the parties), other proprietary information and the like, (ii) disclosed in connection with the Permitted Purpose (as defined below). Confidential Information does not include information which the Recipient demonstrates: (a) that at the time of disclosure was, or becomes, part of the public domain (through a source other than Recipient); (b) that is lawfully obtained from a third party that was not under, and did

not impose, an obligation of confidentiality with respect to such information; (c) that is lawfully and independently developed or obtained by, or on behalf of, Recipient (as evidenced by written records) without use of, or reference to, Confidential Information; or (d) that was known by Recipient prior to disclosure by Discloser (as evidenced by written records).

2. Treatment of Confidential Information. Recipient shall (a) use Confidential Information only for the Permitted Purpose; (b) not disclose Confidential Information to any third party except as expressly permitted herein or in writing by Discloser and then only if such third party has executed a non-disclosure agreement with Recipient with confidentiality obligations that are no less restrictive than those contained herein; (c) limit dissemination of Confidential Information to its Affiliates, directors, officers, employees, contractor individuals working as temporary resources for the Recipient, consultants and financial or legal advisors (e.g. attorneys, solicitors) ("Representatives") and to relevant insurance carriers if the disclosure of such Confidential Information is necessary to the effect of the Permitted Purpose, provided such Representatives and insurance carriers are made aware of, understand, and agree to comply with these confidentiality obligations; and (d) not

remove or obscure proprietary rights notices that appear on Confidential Information and copies thereof. Each party shall promptly report in writing to the other any unauthorised disclosure or use of Confidential Information, and shall take all reasonable steps to prevent, control or remedy such violation.

Notwithstanding anything herein to the contrary, Recipient shall not be deemed to have violated this NDA if it discloses Confidential Information in response to a subpoena or other lawful process issued by a court or agency of competent jurisdiction, on condition that the Recipient use reasonable efforts to notify the Discloser before any such disclosure so that the Discloser may seek by legal means to prevent or limit such disclosure, except to the extent that providing such prior notice to the Discloser is prohibited by law or regulatory authority. Recipient shall safeguard the confidentiality of the Confidential Information using the same standard it employs to safeguard its own confidential information of like kind, but in no event, less than a commercially reasonable standard of care. Recipient shall be responsible for any unauthorised use or disclosure of the Discloser's Confidential Information by its Representatives.

3. Return of Confidential Information. The Recipient will promptly return or destroy the Discloser's Confidential Information upon the written request of the Discloser and/or upon termination. Neither party is obligated to erase Confidential Information that is either (a) commingled with other information or documents of the Recipient if it would pose a substantial administrative burden to excise such Confidential Information until destruction is commercially feasible, or (b) contained in an archived computer system backup made in accordance with such party's security or disaster recovery procedures, provided in each case that such commingled documents and archived copies: (i) are handled in the ordinary course of such party's data processing procedures; and (ii) remain fully subject to the obligations of confidentiality and use restrictions in this NDA until the eventual erasure or destruction or the expiration of such obligations set out in this NDA. In addition, and notwithstanding the foregoing, the Recipient may retain copies of written or printed Confidential Information to the extent required by law, provided that any such retained Confidential Information shall continue to be subject to the obligations of confidentiality and use restrictions hereunder.

4. No Licence or Transfer. Except as expressly permitted herein, nothing in this NDA shall transfer to Recipient any right, title or interest in any Confidential Information, or any license to use, sell, exploit, copy or further develop any such Confidential Information or any trademark, trade name, or any other intellectual property rights of Discloser.

5. No Obligation to Disclose or Transact. Nothing contained in this NDA shall (i) imply any commitment or agreement by either party to disclose any particular information or make any investment in or payment to the other party or in any business of the other party or to enter into any other

business arrangement of any nature whatsoever with the other party, and (ii) create or imply any obligation or commitment on or by either party to purchase or sell any products or services to or from the other. In addition, this NDA does not create any agency or partnership relationship.

6. Independent Development. This NDA will not be construed to limit either party's right to independently develop or acquire similar, or competing products, processes or services, provided development, or acquisition occurs without breach of this NDA. The Discloser acknowledges that the Recipient or its Affiliates may currently, or in the future, be developing information internally or receiving information from third parties, that is substantially similar to the Discloser's Confidential Information. Accordingly, nothing in this NDA will be construed as a representation or agreement that the Recipient or its Affiliates will not develop, or have developed for it, products, services, concepts, systems or techniques contemplated by or embodied in the Discloser's Confidential Information; provided that the Recipient and its Affiliates do not violate any of their obligations under this NDA in connection therewith.

7. Injunctive Relief. The parties acknowledge and agree that any breach of this NDA may cause Discloser immediate irreparable harm for which money damages may be insufficient redress. In the event of any breach by Recipient, Discloser may be entitled to immediate injunctive relief for such breach, in addition to any other right or remedy that Discloser may have at law or in equity.

8. Representations and Warranties. Except as may otherwise be expressly stated herein, all Confidential Information is delivered on an "as is" basis and all representations and warranties, express or implied, are hereby disclaimed. Without limitation to the foregoing, the Discloser disclaims all representations and warranties with respect to the following matters: (i) that the Confidential Information is accurate or reliable for any purpose whatsoever; (ii) that the use of the Confidential Information does not infringe any intellectual property rights held by third parties; and (iii) the implied warranties of merchantability and fitness for a particular purpose.

9. Term and Termination. This NDA shall commence on the earlier to occur of the date Recipient first receives Confidential Information or the date of execution of this NDA ("Effective Date") and shall remain in effect until terminated by either party with thirty (30) days written notice. The term ("Term") of this NDA shall end on the earlier to occur of: (i) the execution by the parties of a definitive agreement with respect to the Permitted Purpose that contains confidentiality and use restrictions of a party's confidential information; or (ii) the delivery of at least thirty (30) business days prior written notice to a party by the other party of its election to terminate this NDA. The confidentiality obligations assumed under this NDA,

which bind the Parties, has unlimited duration in respect of all Confidential Information disclosed until the end date of the NDA.

10. Governing Law and Jurisdiction. This NDA shall be governed for all purposes by the laws of Spain and the Courts of Spain shall have exclusive jurisdiction over any and all disputes relating to this NDA.

11. Miscellaneous

11.1. Publicity. Neither party, as a result of entering into this NDA, may use, publish or disclose in any manner, directly or indirectly, the name, likeness, logo, trademarks or service marks of the other party, including without limitation in any client list, advertisements, news releases, or releases to any professional or trade publications, or otherwise.

11.2. Severability. If a court or tribunal of competent jurisdiction determines that any of the provisions of this NDA are void or unenforceable under applicable law, those provisions will be severed from this NDA, and if applicable, such court or tribunal will replace such provisions with valid and enforceable provisions that most closely approximate the intent of the parties, and this NDA will otherwise remain in full force and effect.

11.3. Assignees and Successors. This NDA will be binding upon the parties and their respective assignees and successors, however, neither party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this NDA without the prior written consent of the other party, which may be withheld for any reason and, if given, may be subject to such conditions as the non-assigning party determines appropriate in its sole discretion. Any attempted assignment or delegation not expressly authorised in this paragraph shall be null and void.

11.4. Entire Agreement. This NDA constitute the entire agreement between the parties with respect to the Permitted Purpose. This NDA may not be amended or modified except in writing signed by both parties. Waiver by either party or the failure by either party to claim a breach of any provision of this NDA shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

11.5. Compliance. The Parties shall comply with, and shall ensure that each of their subcontractors and

personnel complies with, all applicable anti-bribery and corruption laws. The Parties undertake to comply with all laws and regulations, including international sanctions restrictions. The Parties declare that they are not on the sanctioned list as defined by European and local laws and regulations. Violation of this section shall constitute a material breach of this NDA.

11.6. Data Processing. Parties acknowledge and agree that their personnel personal data may be transmitted to and processed by the other, within the UE. To the extent that such data requires consent from such personnel prior to processing each Party agrees to be solely responsible for obtaining legally compliant consent permitting the processing to occur.

11.7. Electronic Signature. Any electronic signature or authentication process produced via DocuSign, attached to, or associated with this NDA and adopted by Parties with the intent to sign, authenticate or accept this NDA, hereto or to any other certificate, agreement or document related to the Permitted Purpose of this NDA, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including, Regulation (EU) No 910/2014 (on electronic identification and trust services for electronic transactions in the internal market) and the Parties hereby waive any objection to the contrary.

IN WITNESS WHEREOF, each of the parties hereto, certifying that it is an authorized signatory, has executed this NDA as of the Effective Date.

BOLTTECH HOLDINGS (EUROPE) SARL **CNP ASSURANCES, Suc en España**

Signature:	Signature:
Name: <i>Alberto Butler</i>	Name: <i>David Lattes</i>
Title: Alberto Butler	Title: David Lattes
Date: Director	Date: Director General
31-Jan-2024	31-ene.-2024