

EXPRESSION OF INTEREST
AND ND commitment

PRELIMINARY MARKET CONSULTATION PREPARATORY TO THE AWARD OF THE PROCUREMENT CONTRACT FOR THE TREATMENT OF SOLID AND LIQUID RADIOACTIVE WASTES, MAINLY OF NON-ENERGY ORIGIN

Date

NUCLECO S.p.A.
Via Anguillarese, 301
00123 Rome

VIA E-MAIL: avisopubblico@nucleco.it

The undersigned
born in on
residing in
as legal representative of the economic operator ..

.....
with registered office in

Street
.....

VAT Reg./Tax Code

Website

Phone number

Fax number

E-mail address

Postal address for receiving the Nucleco S.p.A. documentation

Under this EOI

STATES

- Interest in participating in the preliminary market consultations in question, according to the procedures established by Nucleco S.p.A. in the notice published on the corporate website.
- Said economic operator is registered in the professional or commercial register of the country of residence (see Annex XVI of Italian Legislative Decree 50/2016), as specified below
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- The information useful for reconstructing the position of the economic operator in the reference market and its expertise in the treatment of solid and liquid radioactive waste,

mainly of non-energy origin, is the following:

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With specific reference to the information and documents that will be sent or communicated in any form (written or oral, visual or electronic format, on magnetic or digital support media, without exclusion) by Nucleco S.p.A., as part of the procedure in question, the undersigned, in his/her own name and in the name of the economic operator, as well as its related parties, meaning subsidiaries or associates, the respective members of the corporate bodies, managers, employees and consultants in general

STATES

to accept the following confidentiality obligations:

- a) To refrain from using the confidential information sent or communicated by Nucleco S.p.A. for purposes other than those necessary to evaluate the possible participation of the economic operator in the preliminary consultations in question.
- b) To maintain secrecy and strict confidentiality of the information sent by Nucleco S.p.A. and not to disclose it in any way, either in whole or in part, to unauthorised third parties.
- c) To adopt all reasonable security measures to prevent the disclosure of information sent or communicated by Nucleco S.p.A. and access to such information by unauthorised parties.
- d) To immediately notify Nucleco S.p.A. whenever said information has been disclosed in breach of this ND commitment and/or whenever it has been accessed by unauthorised parties, taking all possible measures to minimise the consequences of such disclosure.
- e) To indemnify and hold Nucleco S.p.A., the relevant Shareholders and the members of the management and control bodies, the employees and corporate consultants harmless from any and all damage or expense that may arise out of breach of the obligations accepted under this ND commitment.

The undersigned further states to be aware that:

- f) The obligations referred to in this ND commitment shall not prohibit the disclosure of confidential information sent by Nucleco S.p.A. to the members of its corporate bodies, managers, officers, employees and consultants whose knowledge of such information is necessary to conduct investigations and assessments and to act as a consultant, it being understood that each person who thus becomes privy to such confidential information is

required to comply with this ND commitment as if he/she were a party thereto, accepting the relevant commitments, and without prejudice to the joint and several liability of the economic operator in the case of non-performance thereof.

- g) The ND commitment is signed for the exclusive protection of Nucleco S.p.A., its relevant shareholders, members of the management or control bodies, employees and corporate consultants.
- h) The obligations arising out of this ND commitment shall remain valid and enforceable also after the outcome of the preliminary market consultation in question.
- i) This ND commitment shall be governed by Italian law. Any amendment or exemption to the provisions of this ND commitment shall be made in writing.
- j) Any dispute regarding the validity, interpretation, performance or termination of this ND commitment shall be referred to the exclusive jurisdiction of the Court of Rome, consequently meaning exclusion of any different legislative provisions regarding jurisdictional competence.

For the economic operator

Legal representative

Mr/Ms (title)