

CONFIDENTIALITY AGREEMENT

Madrid, ----- 2018

At the headquarters of Fábrica Nacional de Moneda y Timbre – Real Casa de la Moneda (hereinafter called FNMT-RCM), a Public Business Company attached to the Ministry of the Finance and Public Administration, Mr. _____, as _____, acting for and on behalf of _____, (hereinafter called “_____”), with registered offices in _____, _____ (address), and Fiscal Identification no. _____, this being a corporation constituted on _____, by virtue of the deed granted before the Notary of _____, Mr _____, with protocol number _____, and recorded in the Register of Companies in _____. Mr. ____ holds such office by virtue of the deed of _____ granted before the notary of _____, Mr _____, with protocol number _____ duly recorded in the Register of Companies in _____. Mr. _____ declares that the representation under which he is acting herein continues to be in force at the signing of this contract and that it has not been limited revoked or cancelled in any way.

WHEREAS

I.- The entity Mr.----- represents intends to participate in the negotiated procedure without publication (ref -----) conducted by the FNMT-RCM for the award of

II.- Mr. -----, by reason of his office, is aware of the fact that the participation in the tendering procedure entails to know confidential information related to tender documents and specific and technical terms and conditions that govern the award procedure and also details some aspects of the FNMT-RCM’s activity, with the aim to allow invited bidders to know such aspects and submit their proposals.

III.- To this end and being essential – by security reasons – to implement the disclosure of the information aforementioned as well as the temporary delivery of documents and media where such information is contained, complying all the time with the conditions stipulated in this Agreement and stating to have full capacity to properly carry it out, the appearing party undertake to fulfil the following

OBLIGATIONS

FIRST – PURPOSE.

The purpose of this Agreement is the disclosure of confidential information by the FNMT-RCM (Disclosing Party) to ----- (Receiving Party). To this purpose, this Agreement comprises all disclosures of information made by the FNMT-RCM by virtue of this document.

Likewise, it will include the delivery of the media where such information is contained, whether it is made in writing, disks, electronic files, smart cards, products, samples or is oral information collected in any other carrier.

The purpose of the exchange of information is that the Party who receives such information (and the media on which it is contained) can establish its own criteria and draw the necessary conclusions to voluntarily submit a bid for the tendering procedure mentioned in the first paragraph of the preamble and, should [Company's name] be awarded the contract, to carry out the corresponding service.

SECOND.- DEFINITION OF CONFIDENTIAL INFORMATION

For the purposes of this Agreement, "Confidential Information" is intended to include, but not limited to, any documents necessary to submit the bid in the negotiated procedure without publication mentioned in the first paragraph of the preamble and, in any case, any disclosure of Information from the Disclosing Party to the Receiving Party, orally, in writing, electronic files or by any other means.

All the information that the Disclosing Party provides to the Receiving Party since the entry into force of this Agreement shall be deemed confidential and shall be subject to the terms stated herein.

THIRD.- USE OF THE CONFIDENTIAL INFORMATION

At the moment of the disclosure of the information and the carriers by the Disclosing Party, the Receiving Party has concluded this Agreement being bounded to:

- a) Treat and use as confidential all the information provided by the Disclosing Party, extending such obligation to the employees or collaborators of the Receiving Party;
- b) Protect the confidential information using the same degree of care and conditions as it normally exercises to protect its own confidential information;
- c) Keep the confidential information in a secure place and limit the access to this information only to those of the employees or collaborators of the Receiving Party who have a need to know the confidential information.
- d) The Receiving Party assumes all liability related to the breach of the terms of this Agreement made by itself or by any of its employees, agents or representatives. In this sense, the employees, agents and collaborators of the Receiving Party who reveal to third parties the confidential information to which they have access by virtue of this Agreement, may incur in the liability specified in the articles 278 and following of the Penal Code whether during its occupational or commercial relation or later. The Disclosing Party will be entitled to exercise the respective legal actions.
- e) Nor disclose to non-authorised third parties the confidential information and neither use it for purposes different to the submission of a bid within the negotiated procedure without publication mentioned in the first paragraph of the preamble.

FOURTH.- COMING INTO EFFECT AND TERM

The obligations contained in this Agreement will enter into force on the day of its signature and will remain in force indefinitely.

FIFTH.- NOT GRANTING OF LICENCES

The disclosure of confidential information from the Disclosing Party to the Receiving Party does not constitute in any case the transfer or granting of any license on industrial or intellectual property rights or the “know-how” that could be under the control of the Disclosing Party in relation to the information disclosed. The Receiving Party is not empowered to carry out developments, compilations, summaries, copies, patches, versions and any other development or use which has not been foreseen by the Disclosing Party.

SIXTH.- DAMAGES COMPENSATION

The Receiving Party undertakes the commitment to compensate the Disclosing Party or third parties, for the damages caused and related to the breach of the confidentiality conditions stipulated herein, without prejudice to the liabilities in which the causer or responsible of the breach may incur in the respective jurisdictions.

To this purposes, the Receiving Party will hold harmless the Disclosing Party against any payments, liabilities and damages that could arise by the breach of this Agreement. Particularly, the Receiving Party guarantees the Disclosing Party the peaceful use of any of the elements, accessories, materials and technical means used in the study and development of the works specifically authorised. To this end, the Receiving Party will be liable, directly and at the first notice, in relation to all claims, demands and injunctions carried out by a third in connection with the intellectual or industrial property rights, competition rights and unfair competence or similar, exercised by virtue of this Agreement.

The disturbance of the peaceful use of any of the elements, accessories, materials and technical means used in the execution of the Agreement will be deemed as a contractual breach y shall entitle the Disclosing Party to apply the respective compensatory and resolatory system.

SEVENTH.- INFORMATION AND CONTROL

In addition to the obligations expressed in this confidentiality Agreement, the Disclosing Party can request for detailed information on the use of the information by the Receiving Party, having access to the information required for the appropriate control of the said use and being the Receiving Party obliged to provide such information at the first request of the Disclosing Party in a deadline of forty-four (48) hours as from such request.

EIGHTH.- GENERALITIES

- *Tax obligations and derived from the contracted activity.-*

In this act, the Receiving Party states to keep up to date its tax obligations, those concerning the labour legislation and social security, health and safety and all those related to its activity.

During the term of this Agreement, the Receiving Party must be up to date with the obligations aforementioned and, when applicable, with any others, which may be binding by reason of its activity.

- *Assignment to third parties and subcontract.-*

This relation is formalized “*intuitu personae*” as it is carried out for a specific person, existing the obligation for the Receiving Party to refrain from any conduct that could damage the confidence of the Disclosing Party. Therefore, both the assignment of this Agreement to third parties and to subcontract total and partially the works contained therein are forbidden, without the express consent of the Disclosing Party.

- *Notifications.-*

For simple communications, the use of the fax is permitted. For the remaining communications and notifications related to this Agreement, the use of the “burofax” and the telegram with acknowledgement of receipt is permitted as a valid mean in law. To this purpose, the fax number of the FNMT-RCM is 91.566.69.42 and the one of ----- is _____.

- *Tolerance actions.-*

The tolerance and passivity acts that the Disclosing Party could make in the exercise of the rights contained herein, shall not constitute in any case a total or partial disclaimer of the performance by the Receiving Party of the stipulations mentioned in this document and the actions which the Disclosing Party is entitled to do in any context.

- *Economic aspects.-*

Any expenses derived from the disclosure of the confidential information and any other necessary for the performance of this Agreement, shall be borne by the Receiving Party.

NINTH.- RESOLUTION

Any breach by the Receiving Party of the obligations stipulated in this Agreement or under the applicable legal provisions, shall entitle the Disclosing Party to

request the return of all the information submitted together with the media and to institute the termination of the constituted legal relationship, demanding damages and losses suffered.

TENTH.- TAXES

Any kind of taxes that could arise from this Agreement or its execution shall be paid in accordance with the general provisions applicable to them.

ELEVENTH.- TWELFTH.- APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

The legal relations derived from this Agreement shall be governed by the obligations hereof and, if not included in this document, by the Spanish private law.

All disputes arising in relation to the construction or execution of this Agreement shall be settled by the Courts of Madrid (capital), expressly waiving the Parties the right to choose any other place that might correspond to them.

In witness thereof, the Receiving Party's representative has signed the ___ pages that constitute this Agreement in duplicate and as of the date and place written above.

By the Entity:-----

(Signature)