

ANNEX 7

TO THE CALL FOR EXPRESSIONS OF INTEREST FOR THE SALE PROCEDURE OF 100% OF THE SHARE CAPITAL OF THE COMPANY TO BE FORMED CENTOSTAZIONI RETAIL S.P.A. AND GRANT TO THAT COMPANY OF THE CONTRACT ATTRIBUTING THE EXCLUSIVE RIGHT TO ECONOMIC EXPLOITATION OF COMMERCIAL AND ADVERTISING SPACES IN THE TRAIN STATIONS OF MILANO PORTA GARIBALDI, ROMA OSTIENSE, TORINO PORTA SUSA AND NAPOLI AFRAGOLA.

NON-DISCLOSURE AGREEMENT

*Annex 6**Non-Disclosure Agreement*¹

Messrs

Ferrovie dello Stato Italiane S.p.A.**Rete Ferroviaria Italiana S.p.A.****c/o PriceWaterhouseCoopers Advisory S.p.A.****Largo Angelo Fochetti, n. 28****Rome 00154****NON DISCLOSURE AGREEMENT**²

SUBJECT: *Non-Disclosure Agreement pursuant to par. VI) of the Call for Expressions of Interest for the sale of 100% of the share capital of the company to be formed Centostazioni Retail S.p.A. and grant to that company of the contract attributing the exclusive right to economic exploitation of commercial and advertising spaces in the train stations of Milano Porta Garibaldi, Roma Ostiense, Torino Porta Susa and Napoli Afragola*

Dear Sirs,

WHEREAS

- on March 16, 2018, Ferrovie dello Stato Italiane S.p.A. (“**FS**”), also on behalf of Rete Ferroviaria Italiana S.p.A. (“**RFI**”), with the support of PriceWaterhouseCoopers Advisory S.p.A. (the “**Advisor**”), published a call for Expressions of Interest (hereinafter the “**Call**”) in the context of the sale procedure of 100% of the share capital of the company to be formed Centostazioni Retail S.p.A. (“**CS Retail**”), which shall be incorporated by means of the partial de-merger of Centostazioni S.p.A. (“**CS**”), and grant to that company of contract attributing the exclusive rights to economic exploitation of commercial and advertising spaces in the train stations of Milano Porta Garibaldi, Roma Ostiense, Padova, Torino Porta Susa and Napoli Afragola (the “**Retail Contract**”);

¹ Note that, pursuant to the content of paragraph VI) of the Call, the Non-Disclosure Agreement must be provided in Italian, or, for parties whose registered office is not in Italy, in English. If the documentation is provided in languages other than Italian or English, it must be accompanied, under penalty of exclusion, by a translation into Italian certified true to the original text by the Italian diplomatic or consular authorities of the country in which it was prepared or by an official translator, and in any case the text in Italian shall prevail.

² Note that, pursuant to the content of paragraph VI) of the Call, for parties taking part in the Procedure as a group or as a temporary group of companies to be founded, the Non-Disclosure Agreement must be signed by each member.

- such procedure is hereinafter referred to as the "**Procedure**", including in such term any deeds, resolutions, transactions and actions aimed at the incorporation of CS Retail and to the grant to that company of any relevant items, including the Retail Contract;
- FS, RFI and, as far as it is concerned, CS, are hereinafter referred to, also jointly, as "**Disclosing Party**";
- The undersigned (hereinafter referred to as the "**Receiving Party**") is interested in taking part in this Procedure;
- In order to participate in the Procedure, the Receiving Party will receive from the Disclosing Party some Confidential Information (as defined below).

Given the above, with this document (hereinafter the "**Agreement**") the undersigned agrees to the following:

1. Foreword

- 1.1 The foreword forms an essential and integral part of this Agreement.

2. Confidential Information

- 2.1 "**Confidential Information**" shall include, for the purposes of this Agreement, any and all information, data, recording and opinion of any kind that, directly or indirectly, in written, oral, visual or electronic or other form becomes known to the Receiving Party during and/or in relation to the Procedure, including, by way of example only, (i) information relating to the Disclosing Party and to CS Retail, personal data, lists of customers, investors and employees, as well as information and opinions about company or market strategy, pricing policies, business and marketing plans, contracts with companies, trade secrets, technical specifications, products, business activities, financial situations and any other similar information that may reasonably constitute sensitive commercial data, and (ii) any related informational document, memorandum, attachment and communication between the Disclosing Party and the Receiving Party and their respective directors, officers, employees, consultants and professionals or Affiliates (as defined below), concerning the above-mentioned information. Such information may include material not explicitly stated, mentioned, or marked by the Disclosing Party as "*Confidential*" (or similar terms such as "*Secret*" or "*Proprietary*"). Likewise, material containing Confidential Information that is explicitly stated, mentioned, or marked by the Disclosing Party with the expression "*Confidential*" or similar terms or which in itself is confidential, must be considered as Confidential Information, provided that, in any case, the Disclosing Party may qualify any information, at its discretion, as Confidential Information.
- 2.2 Confidential Information may be disclosed to the companies or organizations within the group of the Receiving Party such as parent companies, subsidiaries or related companies pursuant to art. 2359 of the Italian Civil Code, (hereinafter the "**Affiliates**") and to the directors, officers, employees, consultants and professionals of the Disclosing Party (hereinafter the "**Representatives**"), who have a reasonable need to receive it and use it for the Procedure, on the understanding that the Receiving Party must ensure that these people have been informed of and comply with the provisions contained in this Agreement.
- 2.3 The Receiving Party must take all appropriate steps and take all appropriate caution to safeguard the confidentiality of all Confidential Information disclosed to it under this Agreement, so as to not allow unauthorized persons to access to any Confidential Information. Under the Agreement, the Receiving Party will also be responsible for compliance with the obligations of confidentiality by its Affiliates and Representatives to which Confidential Information has been provided under Article 2.2 above.

- 2.4 The restrictions and limitations described in the previous articles of this Agreement do not apply to any Confidential Information that:
- (i) at the time of access to the Confidential Information is or has become in the public domain for reasons independent of breaches of this Agreement;
 - (ii) is or has already been lawfully in possession of the Receiving Party at the time that the Disclosing Party has communicated it, as per specific written documentation;
 - (iii) is or has been revealed pursuant to an order of the public authorities, or to the extent required by applicable laws or regulations, as required by judicial or administrative orders.
- 2.5 Pursuant to art. 2.4(i), Confidential Information will not be considered in the public domain only because it is known by a few people for whom that information could be of commercial interest.

3. Ownership and obligations of the Receiving Party

- 3.1 The Parties mutually agree that any Confidential Information shall remain the exclusive property of the Disclosing Party and that no provision of this Agreement nor any communication of Confidential Information as provided herein will legitimize or be interpretable as conferring upon the Receiving Party and its Affiliates or Representatives any right to use, disseminate or exploit the content of the Confidential Information.
- 3.2 As soon as the Disclosing Party so requests, the Receiving Party must return and ensure that its Affiliates and/or Representatives return or, at the option of the Disclosing Party, destroy any document (including the copies defined in Article 3.3 below) that contains information (such as data, agreements, drawings, software, models, extracts or printed material) that qualifies that document as Confidential Information disclosed or obtained under this Agreement.
- 3.3 Without the prior written consent of the Disclosing Party, the Receiving Party shall not, and will ensure that its Affiliates and/or Representatives do not copy or rewrite with any means or media playback tool any Confidential Information disclosed or obtained under this Agreement, except as reasonably necessary to be used by its Affiliates or Representatives under Article 2.2 above.
- 3.4 In respect of the Disclosing Party, the Receiving Party, on its own, and, pursuant to and in accordance with Art. 1381 of the Italian Civil Code, on behalf of its Affiliates and/or Representatives, hereby agrees to:
- (i) treat and maintain all Confidential Information confidential and proprietary and restricted even if it is not specifically designated as such by the Disclosing Party, by storing it separately from other documents and information in possession of the Receiving Party, in a place suitably well protected from theft, damage, loss, misappropriation or unauthorized access;
 - (ii) use and implement all appropriate measures in order to not allow or make possible, in any form and at any time, the use of Confidential Information for purposes other than the Procedure or not in accordance with the provisions of this Agreement;
 - (iii) not make any announcement, communication, statement to third parties, in any manner and form, relating to the Procedure or to any discussion, negotiation or to other facts concerning the Procedure without the prior authorization of Disclosing Party. In the event that the Receiving Party and/or its Affiliates and/or Representatives are required pursuant to Article. 2.4(iii) to provide information relating to the Procedure, to the Confidential Information or to any discussion, negotiation or to other facts concerning the Procedure, the Receiving Party must promptly and in advance report the circumstance to the

Disclosing Party and, in any case, must inform and guide its Affiliates and/or Representatives to ensure that they provide only the information required or due by law, after consulting the Disclosing Party.

- 3.5 The Receiving Party acknowledges and agrees that the Disclosing Party, Rothschild S.p.A. and their respective representatives do not assume any responsibility nor provide any guarantee or make any statement, opinion or evaluation, express or implied, as to the accuracy and completeness of the Confidential Information provided in relation to the Procedure, it being the exclusive responsibility of the Receiving Party to make their own assessment of the Confidential Information and make their own decisions concerning the Procedure.

4. Duration

4.1 This Agreement shall remain in force:

- (i) until the end of the period of eighteen (18) calendar months from the date of signing of the Agreement as mentioned in the headnote, or, if it occurred earlier,
- (ii) until the signing of a definitive agreement between the Parties in relation to the Procedure.

4.2 Even after the termination of the effects of this Agreement the Receiving Party agrees to not to engage in any activity that may directly or indirectly harm the Disclosing Party or the CS Retail, including but not limited to: (i) disclosing information concerning the Disclosing Party's and/or CS Retail's organization and methods for marketing and sales or otherwise make use thereof so as to cause damage to that party or (ii) carry out unfair competition pursuant to Art. 2598 of the Italian Civil Code or (iii) behave in such a way as to determine a diversion of employees of the Disclosing Party or of CS Retail.

5. Responsibilities

5.1 The Receiving Party acknowledges and recognizes the competitive and confidential value of the Confidential Information and the damage that would be caused to the Disclosing Party and to CS Retail by a breach of the obligations in this Agreement by the Receiving Party and/or by its Affiliates and/or Representatives and agrees to indemnify and compensate the Disclosing Party and/or CS Retail for any damage, loss, action, claim, cost, expense (including legal fees) and liability that may result from the breach of the obligations set forth in this Agreement by the Receiving Party and/or by its Affiliates and/or Representatives.

6. Applicable law and jurisdiction.

6.1 This Agreement is based on and governed by Italian law and any matters concerning the validity, interpretation, execution and/or resolution thereof shall be subject to the exclusive jurisdiction of the Court of Rome.

7. Communication

7.1 Any notice or communication made or enforced under this Agreement must be made in writing and sent by registered mail with proof of delivery, or by registered e-mail (*pec*), to the address specified by any Party in the context of the Procedure, or to any different address of which, from time to time, one Party may inform the other Party by means of written notice.

8. Miscellaneous

8.1 This Agreement therefore supersedes any prior oral or written understanding, reached between the parties concerning the communication of Confidential Information. Any addition or amendment to this Agreement must be made in writing and be signed by the Parties.

- 8.2 The rights and obligations of the Parties arising from this Agreement cannot be sold or otherwise transferred to third parties.
- 8.3 Under this Agreement, neither the Disclosing Party nor the Receiving Party or any of their Affiliates and/or Representatives have any obligation whatsoever to conduct negotiations or to conclude any business pertaining to the Procedure unless and until a specific agreement to that effect is entered into and becomes binding on the parties in accordance with the applicable laws.
- 8.4 Any failure or delay in requiring compliance with any provision of this Agreement shall not constitute a waiver of that provision or of any other provision.
- 8.5 Should any of the provisions of this Agreement be found for any reason to be invalid, illegal or unenforceable under the laws of any jurisdiction, that shall not affect the validity, legality or enforceability of the remaining provisions of this Agreement. In as much as possible, any provisions deemed illegal, invalid or unenforceable shall be interpreted or replaced so as to reflect the intentions of the parties as accurately as possible.

Company name

*(Signature of the legal representative or of a
company officer vested with appropriate powers)*

Note: THIS NON-DISCLOSURE AGREEMENT MUST BE COMPLETED IN ALL ITS PARTS, SIGNED ON EACH PAGE AND SIGNED AT THE BOTTOM BY THE LEGAL REPRESENTATIVE OF THE PARTICIPANT (OR BY A SPECIAL ATTORNEY WITH APPROPRIATE POWERS) FOR FULL ACCEPTANCE. .