
Annex 2

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CONFIDENTIALITY AGREEMENT

PURSUANT TO CLAUSE 4 OF THE RULES (hereinafter referred to as the “**Rules**”)
GOVERNING THE PROCEDURE FOR THE SALE AND INVITATION TO SEND
AN EXPRESSION OF INTEREST FOR THE SALE OF THE REAL ESTATE
PROPERTY OF THE H1 FUND IN LIQUIDATION PURSUANT TO ARTICLE 57,
PARAGRAPH 6-BIS, OF LEGISLATIVE DECREE NO. 58/1998 LOCATED IN
SOMMA LOMBARDO (VA)
(hereinafter referred to as the “**Procedure**”)

I, the undersigned [●], born in [●] on [●], in my capacity as [●] of [●], an entity provided with juridical personality pursuant to the legislation of [●] (hereinafter referred to as the “**Participant**”),

Whereas

- the Participant is fully and completely familiar with the Rules;

- the capitalized words defined in the Rules, unless otherwise provided elsewhere, have the same meaning ascribed to them in the Rules;

- in connection with the Participant’s Application for Participation and with all the further steps of the Procedure, the Participant is aware that it will receive information relating to or however concerning, inter alia, the Fund, the Real Estate Property, the Procedure (orally, in writing, in image format, in electronic format or in any other form) which is confidential to the Fund (hereinafter referred to as the “**Confidential Information**”),

now, therefore, I, the undersigned applicant,

in the name and on behalf of the Participant, undertake to:

- only use the Confidential Information disclosed for the purpose of the Participant’s participation in the Procedure;

- not discuss the Procedure with any member of the staff of the businesses conducted in the Real Estate Property, unless you are accompanied by representatives of the Fund or the Advisor;
- keep all Confidential Information secret and confidential and not, without the Fund's prior written consent, disclose it to anyone except a limited group of the Participant's own employees, directors, officers, investors, partners, attorneys, accountants, financiers, and outside advisers (hereinafter referred to as the "**Representatives**") who are participating in the discussions and need to know such Confidential Information;
- make aware all Representatives of the confidential nature of the Confidential Information and of the terms of this agreement, and obtain a declaration of commitment from the Representatives regarding the fact that they will respect the terms of this agreement;
- be responsible for any breach of this agreement by any of the Representatives;
- retain such Confidential Information disclosed to the same standard, as the Participant would diligently retain its own confidential information;
- copy and/or print the Confidential Information (which is made available for copy or print) only as may be necessary for the purpose of the participation in the Procedure, returning or destroying all papers, documentation and software containing the Confidential Information disclosed at the Fund's request or however at the end of this agreement, except where it should be required for legal or compliance purposes;
- not hold the Fund and/or the Advisor (nor their advisers, officers or agents) liable for the accuracy or completeness of the Confidential Information;
- be responsible for the Participant's own evaluation of the Confidential Information;
- be bound by the laws of Italy and the exclusive jurisdiction of the Court of Rome.

It is hereby intended that these terms and conditions do not apply to information, which: (i) is or has been in the public domain; (ii) which the Participant is required to disclose by law, by any stock exchange listing rules or by any court order requiring disclosure; (iii) is in the

Participant's lawful possession prior to the disclosure thereof or at the time of disclosure pursuant to this agreement; (iv) the Participant can demonstrate was independently developed by or for the Participant without the use of the Confidential Information; or (v) becomes available to the Participant on a non-confidential basis.

This agreement, except the Fund's early cancellation, will continue in effect for the period of two years after the end of the Procedure.

It is expressly agreed that this agreement does not constitute in the Participant's favor any intellectual or industrial property licenses, or any other right or license, subject to the limited rights of use indicated above.