

TO BE COMPILED BY THE APPLICANT ON THE COMPANY LETTERHEAD

FORM A

Messrs Casa d'aste Gobid.it
Gobid International Auction Group Srl
Via P.O. Vigliani,19
20148 – Milano

Subject : Request for access to the data room ref. Auction no. 2735 – Privilege One P430 – 125 m. luxury ship under construction – Bankruptcy File no. 19/15 – Courts of Civitavecchia

The undersigned.....

born in on residing in Zip Code

.....

Tax Number

Telephone number

Acting herein :

- ☐ on his/her own behalf
- ☐ as legal representative of the company or on proxy vested with the necessary powers

.....

(as shown in the enclosed C.C.I.A.A. - Italian Chamber of Commerce- certificate attesting the company incorporation as well as the powers entrusted to the applicant) having its headquarters in

.....

Tax Code

VAT Number.....

or

- ☐ For and on behalf of the company specified below

.....

.....

Requests

access to the data room compiled for consulting documents relating to auction no. 2735 – Privilege One P430 - 125 m. luxury ship under construction part of Bankruptcy File no. 19/15 in the Courts of Civitavecchia, auction which was published on line at www.gobid.it platform , via the email

address _____ that has already been used by the undersigned to register himself/herself on www.gobid.it platform

declares

to have duly read the specific sale conditions published on the auction web page

pledges to

pay the sum of EUR 200,00 plus VAT through bank transfer on the bank account of the Procedure to the following bank coordinates :

IBAN: IT06 Z050 3503 2064 6457 0677 884

BIC/SWIFT: VEBHIT2M

Specifying “ Access to bankruptcy data room ” as reason for the payment

Place and Date

Signature

_____, _____

(The underlying form shall be returned to the email address gobid@pec.it via web-site registration email address and shall be accompanied by the spreadsheet certifying the payment made along with an identity document)

Messrs
Fallimento 19/15 Privilege Yard S.p.a.
in the person of the Receiver
Attorney DANIELA DE ROSA

COMMITMENT TO CONFIDENTIALITY

Without prejudice to any other obligation provided for by law in force and ensuing underlying commitment the writer shall hereto be obliged to :

- (i) treat all Confidential Information in a strictly confidential manner, neither disclosing nor making it known to third parties, in whole or in part;
- (ii) adopt any appropriate precautions and measures deemed necessary in order to keep any Confidential Information classified and confidential;
- (iii) use any Confidential Information with the sole purpose of assessing the economic benefit in purchasing in shipbuilding complex, subject of the Procedure. In particular, the writer shall agree not to use any Confidential Information in such a way as to jeopardize the 'Fallimento 19/15 Privilege Yard Spa';
- (iv) not to notify and/or disclose any information to third parties concerning the Procedure in course and its outcome ;
- (v) strictly comply with any laws and regulations on Privacy in force .

HOLD-HARMLESS CLAUSE / LIMITATION OF LIABILITY CLAUSE CONCERNING ANY CONFIDENTIAL INFORMATION PROVIDED DURING THE SALE PROCEDURE

It is hereby acknowledged and accepted that:

- a) Any Confidential Information which has been and /or will be disclosed to the us shall be duly and independently verified;
- b) The receiver :
 - (i) shall not be held responsible for and shall not guarantee for the accuracy and /or entirety of Confidential Information;
 - (ii) shall not ensure that such Confidential Information provided be adequate in the due and proper assessment of the potential economic advantage in the goodwill of the Sale; and shall not assume any obligation to update such Confidential Information and/or amend any inaccuracy and /or incompleteness of the same during the Procedure itself.

OTHER COMMITMENTS AND DECLARATIONS

It is hereby declared that the undersigned be informed of and fully acknowledges that any breach of this commitment shall result in serious damages to 'Fallimento 19/15 Privilege Yard Spa', as well as to classes of creditors, consultants and the receiver . For this purpose, it is hereby agreed to indemnify and hold harmless 'Fallimento 19/15 Privilege Yard Spa', classes of creditors, consultants and the receiver against all claims and demands for any damages , encumbrances , costs and any expenses that may be incurred from any of the afore-going mentioned violations of this Commitment

APPLICABLE LAW

The present commitment is governed by Italian law.

Date_____

To be signed by the pro- tempore legal representative