

SUPPLIER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

NOTICE TO SUPPLIER: PLEASE READ THIS SUPPLIER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "**AGREEMENT**") CAREFULLY. BY CLICKING "I ACCEPT", LOGGING INTO, REGISTERING, OR, IN GENERAL, BY ACCESSING THIS WEB-BASED <https://www.roca.com/suppliers> PLATFORM FOR HANDLING ELECTRONIC PROCUREMENT AND THE RELATED BUSINESS PROCESSES (the "**PORTAL**") YOU AND THE LEGAL ENTITY YOU REPRESENT (the "**SUPPLIER**") ACCEPT THE FOLLOWING AGREEMENT FROM ROCA. YOU AND THE SUPPLIER AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT. THE SUPPLIER AGREES THAT IT IS ENFORCEABLE AS IF IT WERE A WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU ON BEHALF OF THE SUPPLIER.

BACKGROUND

Whereas, in connection with the registration and access of the Supplier to the Portal, as well as with regard to any subsequent negotiation and conclusion of an agreement or contract (the "**Purpose**"), **ROCA SANITARIO, S.A.**, a company incorporated and existing under the laws of Spain, having its registered office at Avda. Diagonal, 513, 08029 Barcelona (Spain), company number A08037392 (hereinafter "**Roca**"), or any Roca's affiliate (hereinafter, any of them, the "**Discloser**") intends to disclose to the Supplier Confidential Information (as the term is defined below). Therefore, in order to protect such Confidential Information, the Supplier and the Discloser (that hereinafter may be referred to individually as a "**Party**" and collectively as the "**Parties**") agree as follows:

AGREED TERMS

1. For the purposes of this Agreement, the term "**Confidential Information**" shall mean any information disclosed by Discloser to the Supplier, including any of the following:
 - (a) Any information, no matter its nature, among which, manufacturing, financial, operational, commercial, related to employment or management, technical, or of any other kind.
 - (b) Any kind of confidential material, documents, reports, data, specifications, computer software, base codes, inventions, information, know-how, experience, show-how and commercial or trade secrets, of confidential and private nature, being or not patentable or registrable, including, but not limited to any kind of documents, budgets, estimates and projections, investment plans, and future projects, inventions, substances, laboratory and engineering notebooks, drawings, designs, graphics, diagrams, computer programs, data, plans, procedures, manuals, specifications, material's lists, equipment, models, mock-ups, samples and/or prototypes.
 - (c) Any information expressly qualified as confidential by Roca, among which, the one relating to: (i) the business, affairs, customers, clients, suppliers or plans; (ii) the operations, processes, product information, know-how, patents, designs, trade secrets or software; and (iii) information about labor, environment, finance and/or regulatory aspects.
 - (d) The mere fact that the Parties are engaged in discussions regarding the Purpose or there is any business relationship between the Parties.

The term "Confidential Information" will not include any information that:

- (a) was lawfully in the possession of the Supplier before the information was disclosed to it by Discloser; or
- (b) is or becomes generally available to the public other than as a result of its disclosure by a third party in breach of this Agreement; or
- (c) was, is or becomes available to the Supplier on a non-confidential basis from a person who, to the Supplier's best knowledge, is not bound by a confidentiality agreement or otherwise prohibited from disclosing the information; or
- (d) is developed by or for the Supplier independently of the information

disclosed by the Discloser.

If claiming one of the foregoing exclusions, the Supplier will have the burden to prove, with competent evidence, the existence of one of the foregoing exclusions from Confidential Information.

2. The Parties agree that this Agreement is binding upon said Parties and their employees, officers, shareholders, external advisors or providers or representatives (including attorneys, accountants and financial advisors, limited partners, co-investors and sources of capital and financing), subsidiaries, branches, holding companies or affiliates and their successors, to all effects and purposes.

3. The Supplier agrees and commits itself to ensure the strictest confidentiality over Discloser's Confidential Information to which it may have already accessed or may access in the future. Except with the prior written consent of the Discloser, the Supplier shall:

- (a) not use or exploit the Confidential Information in any way except for the Purpose;
- (b) not disclose or in any way disseminate such Confidential Information to any individual or third party, except to the Supplier's employees, officers or representatives, on a strictly "need to know" basis and previously ensuring that such individuals are bound to confidentiality under terms no less protective than the terms of this Agreement;
- (c) not copy in any form or reduce to writing any Confidential Information except as may be reasonably necessary for the Purpose;
- (d) not reverse engineer, decompile or disassemble any Confidential Information; and
- (e) use the same degree of care to avoid disclosure of such Confidential Information as with respect to its own similar confidential and/or proprietary information, but in any event no less than a reasonable standard of care.

4. Notwithstanding the preceding paragraphs, the Supplier shall be responsible towards the Discloser and its respective shareholders, directors and officers for any costs, losses, expenses, damages, third party claims, demands or liabilities of whatsoever nature arising out of a breach of this Agreement.

5. The Supplier may disclose Confidential Information to the extent required by law or by an order duly issued by a competent court or authority with legal authority to require such disclosure, provided that: (i) to the extent it is legally permitted to do so, the Supplier gives the Discloser reasonable notice of this disclosure and takes into account Discloser's reasonable requests in relation to the content of such disclosure; and (ii) such disclosure is limited to that information which is strictly necessary to meet the legal obligations.

6. This Agreement is effective as of the registration by the Supplier in the Portal (notwithstanding the above, its effects shall also extend to any Confidential Information disclosed before the registration by the Discloser to the Supplier in relation to the Purpose) and shall continue in effect as long as the Supplier remains registered in the Portal or continues business relationships with the Discloser. Notwithstanding the expiry or termination of this Agreement, Supplier's confidentiality and other obligations in relation to the disclosed Confidential Information shall continue in full force and effect for a period of five (5) years from the date of the last disclosure of the Confidential Information or the expiry or termination of this Agreement (whichever comes later), except for the Confidential Information constituting a trade secret, which shall remain subject to the confidentiality and other obligations of this Agreement for so long as such information qualifies as a trade secret under applicable law.

7. Upon request by Discloser, the Supplier will immediately return or destroy at its own expense all documents and materials and any copies containing, reflecting, incorporating, or based on the Confidential Information.

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8. All Confidential Information: (i) shall remain the property of the Discloser (no rights, including, but not limited to, existing or future intellectual property rights, in respect of the Confidential Information are granted to the Supplier and Supplier declares that the Discloser is the sole proprietor of all such rights); (ii) is provided "as it is" and the Discloser makes no warranties, express, implied or otherwise, regarding the Confidential Information and expressly disclaims all of them.

9. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. Supplier's legal counsel has had the opportunity to review this Agreement and the Parties agree that any rule of interpretation against the drafting Party will not apply. Even though the Confidential Information has been provided, these do not represent an offer, pre-agreement or undertaking to enter into a business relationship. If any provision of this Agreement is invalid, the rest of this Agreement shall remain in full force and such invalid provision shall be construed by limiting such provision so as to be enforceable to the maximum extent under applicable law. The Supplier agrees that any breach of this Agreement may cause the Discloser substantial and irreparable injury and, therefore in the event of any such breach, in addition to other remedies which may be available, the Discloser shall have the right to seek specific performance and other injunctive and equitable relief. The rights covered by this Agreement shall be cumulative and shall not exclude any other right granted by law. No variation of this Agreement shall be effective unless it is in writing and signed by each of the Parties or their authorized representatives.

10. This Agreement cannot be assigned by any Party without the prior written consent of the other Party which may be withheld by it for any reason.

11. This Agreement and any dispute or claim between the Parties arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with Spanish law and the Parties submit themselves to the jurisdiction of the courts of the city of Barcelona, Spain. Nevertheless, to the extent permitted by applicable law, Discloser may initiate proceedings against the Supplier in any court of competent jurisdiction (including the court of general jurisdiction at the place of the registered office of the Supplier).