

COLIVINGLIGURIA

Document ID: _____

Consortium Agreement (ConC)

Consortium, Cooperation and Confidentiality Agreement

FAC SIMILE — DO NOT SIGN

Fac simile with indicative default values in grey (see footnotes). **AI Warning:** For AI analysis, use native vision models (e.g., Gemini 3.1 Pro / Thinking) to correctly read greyed options and avoid legal misinterpretations. Box = active default; = inactive.

The Company

ColivingLiguria S.r.l.

(Represented by Simone Testino)

Fiscal Data and Registries:

P.IVA: 01939660096

REA: SV - 248967

Official Contacts:

Email: colivingliguria@gmail.com

PEC: colivingliguria@pec.it

Tel: +39 339 637 9372

The Signatory

(Born: _____)

Fiscal Identifier / Identity:

P.IVA: _____

Contact:

Email: _____

Tel: _____

n. _____ (Exp. _____)

Privacy Notice (GDPR):

Personal data contained herein are processed in accordance with EU Regulation 2016/679 (GDPR), as detailed in Attachment D. Confidential document.

Courtesy Notice:

AI-generated translation for informational purposes only. The Italian version is the sole legally binding document. For further details, please refer to the Appendix at the end of this document.

Place: Cairo Montenotte · Date: May 26, 2026

The Parties

The Company

Company and Fiscal Data

Company Name: **ColivingLiguria S.r.l. – Benefit Company**
Registered Office: Strada Chiappella, 21, 17014 Cairo Montenotte (SV), Italy
Operational Office: Strada Chiappella, 21, 17014 Cairo Montenotte (SV), Italy
VAT / Tax Code: 01939660096
Company Reg.: Riviera di Liguria - Imperia La Spezia Savona
REA Number: SV - 248967

Representation and Contacts

Representative: **Simone Testino**
Role: Sole Director
Repr. Tax Code: TSTSMN03L01D969Y
PEC: colivingliguria@pec.it
Email: colivingliguria@gmail.com
Phone: +39 339 637 9372

The Signatory

Company and Fiscal Data

Company Name: _____
Form / State: _____
Registered Office: _____
VAT / Tax Code: _____
Company Reg.: _____
REA Number: _____

Representation and Contacts

Representative: _____
Role: _____
Repr. Tax Code: _____
PEC: _____
Email: _____
Phone: _____

Banking Details

Bank Name: _____
IBAN: _____
BIC/SWIFT: _____

It is agreed and stipulated as follows:

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Art. 1 - Object, Purpose of the Consortium and Preliminary Nature

This Agreement governs a preliminary strategic cooperation between ColivingLiguria S.r.l. – Benefit Company and the Partner, aimed at assessing joint participation in public, regional, national and European funding calls, as well as territorial regeneration, coworking, hospitality, local services, training and rural innovation initiatives. Signing this Agreement **does not yet create** a Temporary Grouping of Undertakings, a temporary association, an ordinary consortium, a company, a joint venture, a mandate with representation towards third parties, or an irrevocable commitment to submit funding applications.

Transition to RTI/ATI or operational agreement. If a specific call requires or makes advisable an RTI/ATI, ordinary consortium, or equivalent instrument, the Parties must sign a separate operational deed or addendum identifying: (i) the call, (ii) the lead entity, (iii) the partners, (iv) shares and work packages, (v) budget, (vi) reporting obligations, (vii) internal and external liabilities. Until that separate signature, ColivingLiguria S.r.l. – Benefit Company acts only as preliminary coordinator and not as irrevocable lead mandatary. ¹

Art. 2 - Confidentiality and Information Perimeter

The Parties mutually undertake to keep confidential all non-public information learned in connection with the cooperation, including funding strategies, project drafts, business plans, operational metrics, contacts, budgets, service models, client or candidate data, internal procedures, technical documentation and any other information marked as confidential or reasonably recognizable as such. The classification of confidential information and the protection of intangible assets are governed by Att. G, which forms an integral part of this Agreement.

Duration of confidentiality. Confidentiality obligations survive for 5 years after termination of this Agreement, except for trade secrets, protected know-how, personal data and information subject to longer legal or regulatory duties, which remain protected for the full period required by applicable law and by Att. G.

Art. 3 - Publication of Logo, Metrics and Non-Sensitive Data

The Partner authorizes ColivingLiguria S.r.l. – Benefit Company, within the limits selected at configuration or signature stage, to publicly indicate its participation in the preliminary consortium network, including company name, trademark/logo supplied by the Partner, business sector, municipality/province, short description of possible cooperation and non-sensitive company metrics expressly communicated for public use. This authorization is free of charge, non-exclusive, non-transferable, revocable, and limited to the website, pitch deck, presentation materials, public/semi-public validation folders and grant scouting documents.

Absolute limits. The following remain excluded from publication unless separately and specifically authorized in writing: analytical financial data, margins, tax filings, bank details, customer or supplier lists, private contacts, identity documents, personal data of employees/clients/candidates, special-category data under Art. 9 GDPR, criminal/offence data under Art. 10 GDPR, trade secrets and any information not necessary for simple public validation of the network. Withdrawal of publication consent must be implemented within 15 working days from receipt of written notice, without prejudice to archives, historical copies, materials already transmitted to public authorities or retention duties.

¹**Legal References:** Source: Legislative Decree 36/2023, Art. 68, concerning temporary groupings and ordinary consortia of economic operators.

Art. 4 - Cooperation Areas

The Parties agree that the strategic collaboration will develop primarily in the following macro-areas, to be detailed and contracted upon the approval of individual grants:

1. **Workspaces and Coworking:** Hosting of remote work stations and organization of technical workshops.
2. **Local Services and Induced Impact:** Development of supply synergies, logistics, and promotion of Val Bormida products.
3. **Volunteering and Tutoring Experiences:** Involvement of residents in social and restoration activities on the territory.
4. **Public Financing and Reporting:** Collection of evidence, territorial indicators, support letters and administrative documentation required for funding-call assessment.

Art. 5 - Disclosable Data and Working Folders

The Parties agree that any shared public-financing folders must distinguish between: (a) public or publishable materials, such as partner sheets, authorized logos, service descriptions, aggregate indicators and institutional documents; (b) confidential materials accessible only to NDA-bound subjects; (c) materials prohibited from extended sharing, such as identity documents, special-category data, bank data, health data, analytical tax data and non-minimized personal data of clients, candidates or employees. Any access to GitHub repositories, internal databases or folders containing non-minimized personal data requires specific authorization, access logging and a confidentiality obligation.

Art. 6 - Duration and Withdrawal

This Agreement is valid for an indefinite period from the date of the last signature. Each Party may withdraw with 30 days' written notice, without penalties and without having to state reasons, subject to: (i) survival of confidentiality, data-protection and proper-material-use obligations; (ii) obligations assumed in any addenda, already-submitted funding applications or subsequent operational contracts; (iii) mandatory legal obligations.

Art. 7 - Governing Law and Jurisdiction

This Agreement is governed by Italian law. Any dispute arising from the interpretation, execution or termination of this Agreement shall be submitted, except for mandatory jurisdiction provided by law, to the Court of Savona. Any RTI/ATI deeds, public contracts, grant agreements or notarial deeds must be adapted to the specific rules of the call and awarding authority.

²**Legal References:** Privacy references: Regulation (EU) 2016/679, Arts. 5, 6, 7, 9, 10 and 32.

Appendix: Final Provisions and Approvals

Integrity, Language and Identity

This contract is drafted in a bilingual format (Italian and English). The parties agree that the Italian text constitutes the only official and legally binding version; in case of divergence, the interpretation based on the **Italian language** shall prevail for all legal purposes.

This Contract and its Attachments constitute the full agreement between the Parties. The Company **is not a non-profit organisation** and the relationship **is not a volunteer activity**.

Att. G Configuration

Temporal Validity and Activation

- Access Activation Date: _____
- Termination Date (if fixed): _____
- Indefinite agreement: withdrawal/termination terms per **Att. T** prevail.

Corporate Assets and Technical Accounts

- Access to GitHub Repositories
- IT Systems and Databases

Social Media and Web Services Management

Authorized access level:

- Full credentials access (User/Pass)
- Access limited to assets and data (Content Production)

Authorized platforms:

- | | | |
|------------------------------------|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> Instagram | <input type="checkbox"/> TikTok | <input type="checkbox"/> YouTube |
| <input type="checkbox"/> LinkedIn | <input type="checkbox"/> Facebook | <input type="checkbox"/> WhatsApp |

Other authorized platforms (specify): _____

Operational Waivers and Special Authorizations

Explicit waivers to publication or autonomous management prohibitions exist:

Detail of Authorized Waivers:

Jurisdiction and Perfection

For any dispute arising from the interpretation or execution of this contract, the **Court of Savona** shall have exclusive jurisdiction.

The relationship is considered perfected only upon receipt of the signed copy and proof of required payments.

Attachments and Hierarchy of Sources

Included and Signed Attachments: G.

In case of contradiction between the clauses of the Articles and those of the Attachments, the clauses of the Articles shall prevail.

Document Identification

This contract is identified by the **Contract Code**: _____.

Subscription Method

The parties agree on the following subscription method for this contract:

Method A — Separate Sheet (Mail)

ColivingLiguria signs with a **qualified electronic signature** (Ref. Art. 24 D.Lgs 82/2005 (CAD)). The Signatory receives the signed PDF by email, verifies its integrity via the SHA-256 hash (corresponding to the digital signature), prints and signs the **Signatory Sheet** (single page: contract code, SHA-256, vexatious clauses, handwritten signature) and sends it to colivingliguria@pec.it on the **same date** as receipt of this document.

Method B — Separate Sheet (In Person)

Same as Method A: ColivingLiguria signs digitally. The Signatory signs the **Signatory Sheet** (indicating the PDF's SHA-256 hash) **in person** at ColivingLiguria's premises or an agreed location. The signed sheet is handed over physically and a scanned copy is sent to colivingliguria@pec.it.

Method C — Full In-Person Signing

Both parties sign the **complete contract** in physical presence. The Signatory signs every page of the document (including attachments). ColivingLiguria adds its handwritten or digital signature. A copy of the signed complete document is delivered to the Signatory.

Signatures

The Company

(Digitally signed document)

ColivingLiguria S.r.l.

Benefit Corporation
Tax Code: 01939660096
Sole Admin: Simone Testino (TSTSMN03L01D969Y)
PEC: colivingliguria@pec.it

Ref. Art. 24 D.Lgs 82/2005 (CAD)
Signature valid with time stamping.

The Signatory

Certified Digital Subscription (SHA-256)

Contract Code: _____

Document signed using form **Sign1-000** (Sign1).
The SHA-256 hash fingerprint guarantees text integrity and enforceability against third parties pursuant to Art. 20 D.Lgs. 82/2005 (CAD).

The vexatious clauses pursuant to Arts. 1341–1342 of the Italian Civil Code and the related specific approval signature of the Signatory are reported in the separate **Signatory Sheet**, which, bearing the SHA-256 code of this document, is an integral and inseparable part of the contract and has identical legal value.

COLIVINGLIGURIA

Supplementary Contractual Documentation

Attachment ID: G2-01

Attachment G

Protection of Non-Tangible Assets

The Company**ColivingLiguria S.r.l.**

(Represented by Simone Testino)

Tax & Registration Data:

P.IVA: 01939660096

REA: SV - 248967

Official Contacts:

Email: colivingliguria@gmail.com

PEC: colivingliguria@pec.it

Tel: +39 339 637 9372

The Signatory

This document is not an independent agreement, but a technical/regulatory Attachment subordinate to the Main Contract:

Main Contract (Ref.): _____**Attachment Version:** G2-01

The complete biographical data, contact details, and signatures of the Signatory are fully reported in the Main Contract identified above, to which this Attachment makes indissoluble reference.

Privacy Notice (GDPR):

Personal data contained in this attachment (and in contract —) are processed pursuant to EU Regulation 2016/679 (GDPR), as detailed in Attachment D. Confidential document.

Courtesy Notice:

AI-generated translation for informational purposes only. The Italian version is the sole legally binding document. For further details, please refer to the Appendix at the end of this document.

Place: Cairo Montenotte · **Date:** May 26, 2026

Art. G1 - Scope and Validity

This attachment governs the conditions of access to the GitHub platform, Social Media profiles, and information systems of ColivingLiguria S.r.l. (private repositories, documents, source code, databases, communication platforms, and corporate materials).

Effectiveness and Term of Access Rights

This document has full legal validity **from the date of signing of the main agreement**, regardless of the date of actual commencement of operational activities or access interruption.

Access rights to the Company's digital platforms and social profiles end on the **End Date of Access Rights**. This date, unless otherwise and specifically agreed in writing, corresponds to:

For the purposes of the confidentiality obligations under this attachment, a distinction is made between: (a) **Trade Secrets** — namely all information contained in the **Company's SQL databases** and all documentation classified as **Level 4 - Trade Secret** under the internal classification system — for which the confidentiality obligation is **perpetual** as long as the information retains its secret character, pursuant to D.Lgs. 63/2018 and Arts. 98–99 of the Industrial Property Code (D.Lgs. 30/2005); and (b) **General Confidential Information** (Level 2 and Level 3 of the internal classification system), for which the confidentiality obligation lasts **20 (twenty) years** from the End Date of Access Rights, unless such information has in the meantime entered the public domain through no fault of the Signatory.

- The end date of the participation at the ColivingLiguria facilities (as indicated in the reference agreement);
- Or, in the presence of other employment or collaboration agreements, the end date of the performance itself.

Upon reaching this date, access to the Company's platforms and social profiles will be revoked and cannot be restored except through new formal agreements. The dissemination prohibitions and confidentiality obligations established in this document, however, have **permanent and perpetual validity**.

Art. G2 - Classification of Information and Assets

All material that the Signatory will access or produce on-site is strictly classified into three fundamental categories, covered by a maximum confidentiality obligation:

Sensitive Materials for Privacy and GDPR Protection

This category includes all data protected by privacy regulations and internal confidential documents, the management of which is fully governed in **Att. D**. Specifically:

- Personal data, contacts, identity documents, and sensitive information of members, guests, or signatories who have granted their data to the Company;
- Balance sheets, accounting reports, economic, and financial data;
- **Any document**, file or internal communication marked as confidential or **not explicitly published** by the Company on its official channels.

Proprietary Data and Trade Secrets for Industrial Protection

This category includes all strategic, creative, and intellectual assets exclusively owned by ColivingLiguria:

- Source code, algorithms, and software architectures developed for ColivingLiguria;
- Research projects, diagrams, models, and technical documentation related to the "Luna" project;

- SQL databases, data architectures, and server operation logic;
- Market research, Business Plans, private B2B contacts, organizational models, and corporate know-how.

The Signatory, by signing this Attachment and the corresponding **Reference Agreement**, expresses their explicit consent for the Company to publish and disclose their non-sensitive data on its official channels.

Such data include, but are not limited to: name, surname (or chosen pseudonym), personal photograph voluntarily provided for this purpose, information on professional skills, role within the team, educational qualifications, nationality, training courses, portfolio, and personal interests. This information will be used exclusively for the presentation of the project team, the enhancement of the community, and institutional promotional purposes, in full compliance with the GDPR regulation.

Multimedia Material and Physical Resources

This category includes any photograph, video, audio recording, or visual reproduction made inside and outside the properties, participation spaces, and physical resources of ColivingLiguria during the period of access, collaboration, or any subsequent instance.

Art. G3 - Social Media and Digital Platform Management

Direct Access and Credential Safekeeping

With the signing of this agreement, the Signatory may be given direct access to the Social Media profiles and digital communication platforms of the Company through the provision of relative administrative credentials. Such credentials are strictly personal, confidential, and non-transferable to third parties for any reason.

Publication Rules

The use of corporate profiles is subject to the control of the Administrator. The methods, contents, and timing are determined exclusively by the Company. Any specific regimes, publication rights, and operational delegations are determined separately through directives or dedicated agreements.

Art. G4 - Intellectual Property and Multimedia Material

The entire intellectual, industrial, and copyright property deriving from the activities carried out for the Company belongs exclusively, totally, and inalienably to ColivingLiguria.

Technical Material (Software/Code and Data)

The ownership and rights of use of software, code, scripts, or queries developed within the repositories are the **exclusive property of the Company**. It is prohibited to reuse such codes for personal purposes or for third parties.

Acquisition and Dissemination of Images and Videos

Every photo, video, or multimedia content produced, shot, or recorded by the Signatory depicting the properties, spaces, setups, or physical resources of ColivingLiguria becomes the **exclusive property of the Company**.

The dissemination, publication, or sharing (even on the Signatory's personal social profiles) of such material is **generally permitted** for promotional and community life documentation purposes, unless explicitly prohibited by the Company or if the images depict private areas, sensitive data, or subjects who have not given consent. The Company reserves the absolute and unquestionable right to request the removal of any image or video it deems harmful to its image, the privacy of members, or the security of its facilities. **Should the Company send a formal removal notice, the Signatory**

has 5 (five) days to comply; in case of non-compliance, a penalty of € 20.00 per day of delay will apply, deducted from the deposit (Att. F) or recorded as a debt.

Art. G5 - Obligations, Prohibitions and Data Removal

Prohibition of Dissemination and Public Access

It is **strictly forbidden** to access data, computer services, or social profiles of ColivingLiguria via public computers or unprotected public WiFi networks. If the violation of this prohibition causes or facilitates security compromises, unauthorized access, or data leaks, the Signatory will be held solely responsible, with the obligation for full compensation for damages suffered by the Company and application of the expected sanctions.

Post-Collaboration Removal Obligation

Upon the End Date of Access Rights, the Signatory has the **strict and immediate obligation** to:

1. Permanently logout from all Social Media accounts, GitHub repositories, and corporate platforms on any personal device;
2. Permanently delete any credentials, local saves, backup copies, downloaded files, or multimedia material depicting corporate properties from all their physical devices and personal cloud archives;
3. Issue, if requested, a written statement certifying the destruction and removal of access.

Contractual Waivers and Operational Freedoms

The prohibitions and limitations established in this attachment may be subject to specific waivers in order to guarantee the Signatory the necessary operational freedoms (such as, by way of example, authorization to independently manage and publish content on corporate social channels, or waiver for the removal of specific materials).

Such waivers are considered valid and effective **exclusively if put in writing and explicitly integrated into the Reference Agreement** to which this attachment refers. For the waiver to have legal value and relieve the Signatory of the prohibitions, the document containing it must be **signed by both parties**.

Any verbal agreement, informal understanding, or written document lacking the joint signatures of the Company and the Signatory is considered null, ineffective, and unfit to overcome the prohibitions established here. Any subsequent modification, integration, or extension of the granted operational freedoms must likewise occur only in writing and bear the signature of both parties.

Art. G6 - Sanctions and Penalties

Violation of Sensitive Data

The dissemination or improper use of Sensitive Materials (personal data) exposes the Signatory to direct civil and criminal liability towards the competent authorities and interested parties.

Unauthorized Dissemination of Images and Private Property

The intentional or negligent dissemination of photographs, videos, or multimedia material depicting the fixed properties of the Company without explicit consent constitutes a violation of corporate security and confidentiality. In case of non-compliance, the Company will act in the competent courts to seek compensation for all damages, material and reputational, deriving from the illicit publication or dissemination of the material, without predetermined limitations, reserving every action to protect its physical and reputational assets.

Violation of Secrets and Proprietary Data

The prohibition on dissemination, sharing, or appropriation of Proprietary Data (e.g. source code, SQL database, Luna projects, Business Plan) is **absolute and perpetual**.

In case of violation of this prohibition, or misappropriation of intellectual property, the **sanctions and forfeited compensatory penalties provided for by Art. 16 of the Corporate Statute of ColivingLiguria³**, which the Signatory declares to have received, read, and fully accepted, without prejudice to the Company's right to act in civil and criminal court for compensation of greater damage, will automatically and strictly apply. In the absence of prior consultation of the Statute by the Signatory, the applicable sanctions shall in any case be determined by the Judge in equity pursuant to Art. 1226 Civil Code, with a maximum of € 5,000.00 per single documented violation event, without prejudice to the right to full compensation for greater damage.

Art. G7 - Document Classification and Privacy Levels

In order to protect corporate know-how, intellectual property, and regulatory compliance (GDPR), the Company classifies its physical and digital documents according to four strict confidentiality levels. The Signatory obliges themselves to comply with the following directives and to assume the related financial responsibilities in the event of unauthorized disclosure:

1. **Level 4 - Trade Secret:** Documentation of critical strategic value. Disclosure to third parties or improper use entails the immediate interruption of the membership relationship and the application of the maximum sanctions and penalties provided for by the Corporate Statute, without prejudice to the Company's right to take criminal and civil action for compensation for financial and reputational damages.
2. **Level 3 - Personal Data GDPR** Documentation subject to EU Regulation 2016/679. Unauthorized distribution, copying, or unlawful processing entails the automatic application of a mandatory penalty of € 100.00 for each single documented violation, which constitutes a debt added to the **Register of Pendencies** as regulated by **Att. F**, in addition to the strict obligation to indemnify the Company and fully compensate any damage to third parties or administrative fine arising from the offense.
3. **Level 2 - Internal Use and Proprietary** Management documentation protected by copyright. Sharing outside the official channels of the Company or to non-contracted parties entails the application of a mandatory penalty of € 100.00 for violation, which constitutes a debt added to the **Register of Pendencies** as regulated by **Att. F**, reserving the right to act for the recovery of greater damage in case of transfer of operational material to competing entities or subjects.
4. **Level 1 (Public):** Documentation for free consultation. There are no limitations on sharing or distribution.

The parties expressly agree that the proven violation of Levels 2, 3, and 4 or the unauthorized sharing of credentials and digital assets constitutes to all intents and purposes an **Event of Grave Breach**. This circumstance authorizes the Company to activate the immediate interruption of access and the Reference Agreement, proceeding with the suspension of services and the precautionary freezing of the Guarantee Fund, in strict compliance with the provisions of **Att. T** and **Att. F**.

³Cf. Arts. 98–99 of the Italian Industrial Property Code (D.Lgs. 30/2005) and D.Lgs. 63/2018 (implementing EU Directive 2016/943) on the protection of trade secrets and corporate know-how, as well as Art. 2105 Civil Code on the duty of loyalty applied by analogy to autonomous collaborators. The Corporate Statute of ColivingLiguria is a public document, available for full inspection at the competent **Chamber of Commerce** and consultable on the Company's official website.

End of Document

Execution and Prevalence: This Attachment is an integral part of the Reference Agreement and is deemed formally signed and approved through the signature of the latter; no separate signature is required. In the event of inconsistency, the provisions of the Agreement shall prevail, especially regarding the nature (commercial or hobbyist) of the relationship. Conflicting clauses in this Attachment are to be understood as mere material or clerical errors (ex Art. 1433 Italian Civil Code) and do not constitute a legal violation. The interpretation of the relationship remains subject to the common intent of the parties expressed in the Agreement (ex Artt. 1362-1363 Italian Civil Code), with the Signatory waiving any claims based on the Company's bureaucratic or drafting errors.

Account Responsibility and IT Security

The Signatory declares and guarantees that the email address indicated in the Configuration of this Attachment for access to GitHub systems is a personal and private account of which they have exclusive availability and control.

It shall be the total and exclusive responsibility of the Signatory to ensure that only they have access to said email and the relative GitHub account. The Signatory assumes full and unconditional responsibility for every action performed through such accounts, committing to indemnify the Company against any damage resulting from malicious use, policy violations, or unauthorized third-party access to corporate data and source code.

These responsibility provisions equally extend to the use of credentials and data related to the Social Media and Web Services indicated in the Configuration, regardless of the access level (credentials or data only) granted.