**MUTUAL CONFIDENTIALITY**

**AND NON-DISCLOSURE AGREEMENT**

**BETWEEN:**

[**THE COMPANY**

Social Form

with a share capital of XXXXX €,

Registred with the Trade and Companies Register of xxxxxx under the number xxxxxxxxx

Having its registered office at XXXXX,

Represented by XXXX acting as XXXX , with full powers to carry out the purposes hereof,

(Hereinafter referred to as the "**Company X**")

**AND**

[**THE COMPANY**

Social Form

with a share capital of XXXXX €,

Registred with the Trade and Companies Register of xxxxxx under the number xxxxxxxxx

Having its registered office at XXXXX,

Represented by XXXX acting as XXXX , with full powers to carry out the purposes hereof,

(Hereinafter referred to as the "**Company Y**")

Hereinafter collectively referred to as "**Parties**" and separately as a "**Party**".

This Mutual Confidentiality and Non-disclosure Agreement (*“***Agreement***”)* is relative to [COMPLETER]

THE PARTIES AGREE AS FOLLOWS:

1. Confidential Information Defined. The term *“Confidential Information”* shall mean any information, data or documentation disclosed directly or indirectly, in writing, verbally, electronically, by drawings, or inspection of parts or equipment, or by any other means, that is (i) identified as “Confidential” and/or “Proprietary”; or (ii) by its nature reasonably should be understood to be confidential and/or proprietary. Confidential oral communication shall be reduced to writing and marked as confidential within thirty (30) calendar days by the disclosing Party and submitted to the Receiving Party for its records. Such *Confidential Information* is deemed to include, but is not limited to, proprietary information, technical data, trade secrets, ideas and/or business know-how including, but not limited to, research, project plans, products, services, software, source code, object code, schematics, formulas, processes, specifications, designs, development, drawings, diagrams, engineering, techniques, documentation, hardware configuration data, hardware or system designs, inventions, patents or registrations, and strategic planning, budgeting and other business information, including, but not limited to, customer information, customer lists, pricing information, procedures, business financing, marketing, sales, manufacturing, and operational business plans, proposals, processes, forecasts, ideas, concepts, methods, techniques, projections, analyses, and any information, data or documentation received in any manner related to the Business Purpose.
2. Limits of Confidential Information. Notwithstanding the foregoing, *Confidential Information* shall not include any information which: (i) is in the public domain and is readily available at the time of disclosure or which thereafter enters the public domain and is readily available, through no improper action or inaction by either Party or any of its employees or designees; (ii) was in the possession of a Party or known by it prior to receipt from the other Party; (iii) was rightfully disclosed to a Party by a third party without any breach of any obligation of confidentiality; (iv) is independently developed by a Party without access to such *Confidential Information*; (v) is disclosed with a Party’s prior written consent; or (vi) is required by judicial or administrative order or subpoena to be disclosed, provided that a Party gives to the other Party prompt written notice of such order or subpoena in order to allow the other Party sufficient time to obtain a protective order, to the extent such notice is not restricted by the judicial or administrative order or subpoena. In the event that such protective order is not obtained, the Party required to make such disclosure shall disclose only that portion of the *Confidential Information* that its legal counsel advises is required under the circumstances.
3. Use of Confidential Information. Both Parties agree: (i) to use the *Confidential Information* only in connection with the Business Purpose herein and for no other purpose, unless otherwise agreed by the Parties in a subsequent agreement and covered by a separate non-disclosure agreement; (ii) to retain the *Confidential Information* in confidence; (iii) to take all necessary actions to protect such *Confidential Information*, including, without limitation, all actions that the Parties employ with respect to its own confidential materials; (iv) not to disclose, directly or indirectly, any *Confidential Information*, including any evaluation of the *Confidential Information*, or any information derived thereof to any third party not an Authorized Person(s) as defined herein; (v) not to modify, copy, reverse engineer, reverse compile, nor attempt to derive the composition or underlying information of any *Confidential Information*. *Confidential Information* shall only be disclosed to the Parties’ employees, designees and/or advisors (collectively or individually “Authorized Person(s)”)*,* and only to the extent such Authorized Person(s) have a specific need to know of the *Confidential Information* for the Business Purpose. The Parties will ensure that the Authorized Person(s) observe the nondisclosure obligations of such *Confidential Information* as set forth herein.
4. Ownership of Confidential Information. The Parties shall at all times retain title to, ownership of and all rights and control over their *Confidential Information*. No right or license to the *Confidential Information* is granted under this Agreement, except the limited right to review such *Confidential Information* solely for the Business Purpose set forth herein.
5. Return or Destruction of Confidential Information. The Parties shall upon the written request of one Party and upon termination of this Agreement promptly return or destroy all *Confidential Information* according to the instructions of the Party that provided the *Confidential Information*, provided that either Party (i) may retain *Confidential Information* to the extent required to comply with legal and/or regulatory requirements and (ii) shall only be required to use commercially reasonable efforts to destroy such *Confidential Information* stored electronically.
6. Term of Confidentiality. The obligations imposed upon the Parties under this Agreement shall expire on the earlier of: (i) the date upon which a Party consents in writing to the disclosure of its *Confidential Information* by the other Party; or (ii) the date that a Party releases its *Confidential Information* into the public domain or (iii) after a period of five (5) years following the date of first disclosure of *Confidential Information*.
7. No Warrant of Accuracy. Neither Party warrants the accuracy of the *Confidential Information* provided to the other. The provision of such *Confidential Information* does not constitute a warranty, express or implied, as to future development, enhancements or modifications by the disclosing Party of any of its *Confidential Information*. The Parties agree that neither shall be responsible to the other, its customers or any third party for any loss or damage caused or alleged to be caused by reliance on the *Confidential Information* provided under this Agreement.
8. Injunctive Relief. The Parties acknowledge that each Party asserts that their respective *Confidential Information* is unique and valuable and that disclosure in breach of this Agreement may result in irreparable injury to the other Party for which monetary damages alone would not be an appropriate remedy. Accordingly, the Parties agree that in the event of a breach, or continuing breach of this Agreement, each Party shall be entitled to seek injunctive or other equitable relief as a remedy for any such breach by the other Party. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Failure to enforce any specific provision of this Agreement shall not be deemed to constitute a waiver of any term or provision hereof.
9. Compliance with Export Control Legislation. With respect to the treatment of the other Party’s *Confidential Information*, the Parties agree that they shall comply with all relevant export control laws and regulations.
10. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors and assigns, provided that the *Confidential Information* of either Party shall not be assigned without the prior written consent of the disclosing Party.
11. No Joint Venture. This Agreement is not intended to be, nor shall it be construed to constitute, a joint venture, partnership or other commercial arrangement between the Parties. Neither Party shall have the right or obligation to make any commitments or incur any obligations on behalf of the other Party. Neither Party shall publicize either the terms of this Agreement or its existence without the prior consent of the other Party.
12. Dispute Resolution.
    1. In the event of any dispute/controversy arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, termination, contents or performance, senior management of each Party shall first attempt to resolve said dispute or controversy through informal negotiation.
    2. If no resolution is obtained within a period of thirty (60) calendar days from effective notice of the dispute, the Parties shall subsequently seek settlement of the dispute Before the Cmmercial Court of Marseille (France).
13. Governing Law

The parties expressly agree that this Agreement is entirely and exclusively construed under and governed by the laws of France and and for all purposes shall be interpreted and construed in its entirety in accordance with the laws of France.

1. Counterparts. A facsimile or an electronic file of this Agreement shall be treated as an “original” document admissible as evidence, unless a document's authenticity is genuinely placed in question. This Agreement may be executed in several counterparts, each of which shall be deemed an original of this Agreement, but together shall constitute one and the same document.
2. Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and understandings, whether written or oral, as to the subject matter of this Agreement. This Agreement cannot be amended except by a writing executed under proper authority. If any provision of this Agreement is rendered invalid or unenforceable, the reminder of this Agreement shall remain in full force and effect.

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| **COMPANY X**  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: | **COMPANY Y**  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: |