

Date:

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN:

DEFTA Group

A company having its registered office at MEAUX Val d'Europe 77701
Immeuble Le Galilée, 10 Rue de la Fontaine Rouge. Val d'Europe - Marne La Vallée - 77701
Represented by Jean-François KER RAULT
Group Purchasing Director

Hereinafter called "Buyer"

AND

VWX

A company having its registered office at **YYY**
Represented by **YYY**
its **YYY**

Hereinafter called "Supplier"

Buyer and the Supplier are together hereinafter referred to as "**Parties**", and individually "**Party**".

WITNESSES

WHEREAS, the Parties wish to pursue exploratory discussions concerning possible collaborations between them in relation to project **XXX**.

WHEREAS, during the performance of this Purchasing Frame Contract, it will become necessary for the Parties hereto to disclose to each other certain technical, financial or business information of a proprietary or confidential nature, hereinafter referred to as "Proprietary Information"; and

WHEREAS, the Parties hereto are willing to provide for the conditions of such disclosure of Proprietary Information and the rules governing the use and the protection there of;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. As used in this Agreement the term "Proprietary Information" shall mean any information or data disclosed by any Party to the other, pursuant to this Agreement, either in writing or orally, subject to the conditions set forth hereafter, and including without limitation any written or printed documents (plans, drawings, photographs, etc...), samples prototypes, models, technology, know-how, specifications, software, commercial or financial information or any means of disclosing such Proprietary Information that each Party may elect to use during the life of this Agreement.
2. Nothing in this Agreement may be construed as compelling any Party hereto to disclose any Proprietary Information to the other, or to enter into any further contractual relationships.
3. Each Party, to the extent of its right to do so, shall disclose to the other Party the Proprietary Information which are appropriate to fulfil the objectives of this Agreement as set up in the recitals. The Parties hereby represent that the disclosure of Proprietary Information by and between themselves is not contrary to the laws and regulations of their respective countries.
4. The receiving Party hereby covenants that, during the validity period of this Agreement and for a period of five (5) years after its end or its termination, the Proprietary Information received from the disclosing Party shall:
 - (a) be protected and kept in strict confidence by the receiving Party which must use the same degree of precaution and safeguards as it uses to protect its own proprietary information of like importance, but in no case any less than reasonable care,
 - (b) be only disclosed to and used by those persons who have a need to know and solely for the purpose specified in this Agreement, within the receiving Party's organisation and to its professional advisors, provided that in this latter case the disclosing Party so notifies the other Party and obtains the authorization from the other Party to make such disclosure, such authorization not being unreasonably withheld, and provided that such advisor(s) agree(s) to be bound by the terms and conditions of this Agreement. (Buyer shall be entitled to freely disclose such information to its affiliated companies, to its co-contractors for a project and to its final customer).
 - (c) not be used in whole or in part for any purpose other than the purpose of this Agreement as specified in the preamble and for the Project above without the prior written consent of the disclosing Party,
 - (d) neither be disclosed nor caused to be disclosed whether directly or indirectly to any third Party or persons other than those mentioned in subparagraph b) or the Buyer Clients or its co-contractors for the Project,
 - (e) neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication have not been specifically authorized in writing by the disclosing Party.
5. Any Proprietary Information and copies thereof disclosed by either Party to the other shall remain the property of the disclosing Party and shall be returned by the receiving Party immediately upon request.

The above provisions shall not apply to the Proprietary Information disclosed by the Supplier to the Buyer and which fall under clause 12.2 of the General Purchase Conditions.
6. Except as aforementioned, the receiving Party shall have no obligations or restrictions with respect to any Proprietary Information which that receiving Party can prove:



ANNEX 2 - Non Disclosure Agreement

- (a) has come into the public domain prior to, or after the disclosure thereof and in such case through no wrongful act of the receiving Party, or
- (b) is already known to the receiving Party, as evidenced by written documentation in the files of the receiving Party, or
- (c) has been lawfully received from a third party without restrictions or breach of this Agreement, or
- (d) has been or is published without violation of this Agreement, or
- (e) is independently developed in good faith by an employee or employees of that receiving Party who did not have access to the Proprietary Information, or
- (f) is approved for release or use by written authorization of the disclosing Party.

8. Except as provided under clause 12.2 of the General Purchase Conditions, it is expressly understood and agreed by the Parties hereto that the disclosure and provision of Proprietary Information under this Agreement by a Party to the other Party shall not be construed as granting to the receiving Party under the laws of any country any rights whether expressed or implied by licence or otherwise on the matters, inventions or discoveries to which such Proprietary Information pertains or any copyright, trademark or trade secret rights.

The property in all information and/or data disclosed by the Buyer to the Supplier pursuant to this Agreement shall subject to any right of any other owner, rest with the Buyer.

9. This Agreement shall enter into force on the date of its signature and shall be valid for a term of 5(five) years.

10. The execution, existence and performance of this Agreement shall be kept confidential by the Parties hereto and shall not be disclosed by either Party without the prior written consent of the other.

11. The end or termination of this Agreement shall not relieve the receiving Party of complying with the obligations imposed by paragraph 4 thereof with respect to the use and protection of the Proprietary Information received prior to the date of termination or end of this Agreement. Such obligations shall continue for the period applicable as set forth in said paragraph.

12. This Contract shall be governed by Buyer country laws and its appropriate courts of Paris. It is expressly agreed that if any dispute should arise, the competent jurisdiction of Paris in France shall be the sole competent jurisdiction.

13. The effective date of this Agreement shall be the date on which it is executed by all Parties hereto.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorised officers or representatives.

FOR SUPPLIER

Name
Title
Signature

FOR BUYER

Name:
Title:
Signature