# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

(Supplier)

BETWEEN

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ company organized under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_, having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registered with the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ register of legal person under number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, VAT number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ represented for the purposes and requirements hereof by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in his/her capacity of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as the “***Recipient***”);

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ company organized under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_, having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registered with the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ register of legal person under number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, VAT number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ represented for the purposes and requirements hereof by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in his/her capacity of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as the “***Discloser***”);

The Recipient and the Discloser shall hereinafter be jointly referred to as the “***Parties***” or separately a “***Party***”.

The Discloser is a company specialized in **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter the “**Projects**” – or individually the “**Project**”). As such, is the proprietor of information of a confidential nature of which it is the sole owner (hereinafter referred to as « ***Disclosed Information*** »).

The Discloser is given the mission to realize Projects by third-parties. The Discloserenvisages entrusting the Recipient with missions in relation with the Projects.

This agreement (hereinafter referred to as the ***“Agreement***”) aims at preserving the confidentiality of the Disclosed Information, without exclusivity, disclosed to the Recipient in the course of the creation, production and organization of Projects by the Discloser.

Disclosed Information is to be understood, on a strictly illustrative and therefore non-exhaustive basis, as: any information relative to missions or orders, such as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and in general any other confidential or trade secret information connected in any way with the Projects.

1. The Recipient irrevocably undertakes to ensure the most strict and complete confidentiality about the existence and content of the Disclosed Information, even if said confidentiality is not expressly mentioned on the Disclosed Information or when it is transferred, whether said Disclosed Information comes directly or indirectly from the Discloser, with or without its express or tacit authorization, whatever the way it is communicated, in particular via the delivery of a tangible support or via a verbal communication or any other intangible way, and whether the Recipient has kept or not the supports it may have received.

This confidentiality and non disclosure obligation evidently covers any private discussions, but also social or professional networks, as well as any group whatsoever, whether its access is limited or not, secured or not.

This obligation also applies, in particular, to any creations, information, drawings, descriptions, commercial trade or fabrication secrets, inventions, methods, engineering, discoveries, forms, software, lists, boards, databases, formulas, prototypes, objects, mechanisms, structures and fabrication process which would be in relation in any way and on any basis with the Disclosed Information.

This confidentiality and non disclosure obligation of the Recipient lasts five years from the signature of this Agreement.

1. This confidentiality and non disclosure obligation of the Recipient does not apply to information which, at the time of signature of this Agreement, is public and easily accessible, nor to information which the Recipient regularly holds from obtaining them the same way without this latter being obliged, directly or indirectly, to ensure its confidentiality and non-disclosure in a similar way as that which is provided here above. The confidentiality and non-disclosure obligation of the Recipient also applies to information (two or more), which are public but which have been presented by the Discloser to the Recipient as being connected or as forming a compound.
2. This Agreement does not grant any other right to the Recipient than that to take cognizance of the Disclosed Information. Any other use of said Disclosed Information is strictly prohibited.
3. The Recipient’s obligations are to be complied with by itself and its successors in right or in title and, jointly, in the name of the company or companies it works or intervenes for. The Recipient guarantees that its employees, workers, partners, by-contractors, agents, representatives, subsidiaries, sister and parent companies, licensees, clients, subcontractors and suppliers, as well as any third-party acting in direct or indirect relation with it, will strictly respect this Agreement and the obligations arising from it and will be bound by a similar confidentiality and non disclosure obligation.
4. Without prejudice to the generality, the Recipient shall refrain itself from disclosing, unpacking, taking to pieces, breaking up, analyzing, altering, modifying or damaging, in any way, or having a third-party doing so, the tangible supports comprising the Disclosed Information. It shall also refrain itself from erasing, hiding, scraping off, omit in any way all or part of the mentions brought by the Discloser to said supports or having a third-party doing so. Any violation, whether temporary or definitive, of all or part of the Recipient’s obligations may notably give rise to an obligation to indemnify the Discloser’sprejudice (moral and material – damnum emergens and lucrum cessans included), and it will lead in any event to the obligation to immediately return all the supports and other information forming part of the Disclosed Information and which would be in possession of the Recipient (or those it has to answer for) to The Discloser.
5. The Recipient shall inform the Discloser without delay of any unauthorized disclosure of the Disclosed Information, as well as of any other violation of this Agreement, which it would become aware of.
6. Tangible supports handed to the Recipient remain the entire and sole property of the Discloser. They shall all be returned at first demand and in any event at the latest one month after the end of the cooperation between the Parties, the Recipient not being authorized to keep any copy thereof.

Same rule will apply in case of bankruptcy, dissolution, liquidation, incapacity or decease of the Recipient (or any event of a similar nature or leading to the Recipient being withdrawn from its own management), as well as in case of termination, whatsoever arising, of the business in the course of which the Disclosed Information has been brought to its knowledge.

1. The Recipient hereby acknowledges and confirms that all existing and future intellectual property rights relating to the Disclosed Information, including concepts, methods, process, formulas and other elements underlying to the Disclosed Information, are the exclusive property of the Discloser, and the Recipient guarantees that it will respect all rights including, notably, intellectual property rights that the Discloser is or would become holder on the Disclosed Information and all its derived functions, improvements, developments or accessories, present or future.

The Discloser is the sole and exclusive holder of all the intellectual properties relative to the Disclosed Information, in particular the author’s rights (“droits d’auteur”) and copyright, and is the sole empowered to deposit or register the Disclosed Information, notably as brands, drawings or designs and patent, as well as to accomplish all other formalities necessary or useful to their protection, including the tax registration or the deposit with a company providing services of collective management of author’s right. The Recipient acknowledges that the Discloser is sole empowered to claim the paternity of the Disclosed Information and that this Agreement does not imply disclosure of the Disclosed Information in the meaning of certain laws in the field of author’s right or copyright, nor in the meaning of laws in the field of drawings and designs or patents.

The Recipient shall refrain itself notably from producing or using the Disclosed Information in any way, whether directly or indirectly, for its own benefit or for that of a third-party, or having a third-party doing so. This Agreement does not contain or create any license, assignment, or any other form of transfer of the Discloser’s rights, nor any authorization whatsoever to produce or use the Disclosed Information or other information comparable and/or similar, which could be a by-product or a derived service performance or be likely to create a confusion or a risk of association of ideas in any way, or having a third-party doing so.

1. The Recipient shall refrain itself, for as long as all or part of this Agreement last, to accomplish or begin, not to accomplish or not to begin, any action whatsoever which might be directly or indirectly detrimental to the Discloser’s legitimate rights or interests in relation with the Disclosed Information, or to have a third-party do so.
2. This Agreement constitutes the full and complete agreement between the Parties in relation to the Disclosed Information. It supersedes any and all other agreements or understandings, oral or written, made before, simultaneously with or subsequently to this document, as well as any possible terms and/or general conditions of the Recipient.
3. The Recipient is forbidden to assign or transfer in any way all or part of its rights and/or obligations arising from this Agreement. Any possible doubt as per the interpretation of this Agreement or of the content of the Recipient’s rights and obligations shall benefit to the Discloser.
4. This Agreement is governed by French law. In case of dispute concerning the validity, implementation or interpretation of this Agreement, the Parties will attempt to settle their dispute amicably. Prior to any use of the courts, the Parties undertake to negotiate in a spirit of loyalty and good faith an amicable agreement through mediation in case of any dispute relating to this Agreement, including relating to its validity.

The Party wishing to implement the mediation process must inform the other party by registered letter with acknowledgment of receipt, indicating the elements of conflict and suggesting the name of a mediator. If the Parties fail to agree on the name of a mediator or if the mediator does not accept to undertake the mediation within seven (7) days, either Party may refer to the judge so that it may appoint a mediator.

The mediation process will last fifteen (15) days from the acceptance of his mission by the mediator. The mediator or either Party may suggest an extension of the original deadline by obtaining their consent. The mediation process may be in French or English, according to the wishes of the Parties.

Throughout the mediation process and until its conclusion, the Parties shall refrain from exercising any legal action against each other and the object of the mediation. Exceptionally, the Parties are allowed to go before the Court for any immediate and urgent matter.

The period of limitation shall be suspended starting from the start of the mediation, that is, on the date of receipt of the notice sent by registered letter with acknowledgment of receipt. The suspension of the period of limitation shall terminate on the date of signing of the minutes of conciliation or non-conciliation .

In case of refusal of one of the Parties to sign the minutes, the other Party may take note of this refusal by informing the other Party that by failing to respond within 7 days, it will be possible to start a legal procedure before the courts. The mediator's fees and administrative costs of mediation shall be borne equally by both Parties. The Parties undertake to keep confidential all exchanges of words, letters or documents that will occur during the mediation process.

In case of persistent dispute , the Parties agree to grant exclusive jurisdiction to the competent courts of Paris.

Done in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name, surname, address, position and signature with the handwritten mention « read and approved »)

For the Discloser, For the Recipient,

Surname, Name: Surname, Name:

Position: Position: