

PRIVATE AND CONFIDENTIAL

DATE: \_\_\_\_\_

Non-disclosure Agreement  
Confidentiality Undertaking

You are working or will shortly be working on a study for **THE COMPANY**. This study is of a highly confidential nature, and consequently you agree to be bound by the following confidentiality undertaking (the "Undertaking"), which shall apply to all information of whatever nature which is disclosed to you within the framework of the study, including information disclosed before the date hereof, whatever the medium or form of disclosure (the "Information").

1. You agree to keep confidential and refrain from divulging all Information to any party, including **THE COMPANY** employees, other than those who are working on the study and whose names will be communicated to you on request to the confidentiality administrator. You also agree not to use any such Information for any other purpose than in connection with your involvement in the study. The Undertaking will not apply to any Information which:

a) was in the public domain prior to its disclosure, or thereafter entered the public domain through no act of your own (it being understood that the existence of press articles relating to the study does not qualify Information as being in the public domain);

b) was expressly required from you by any administrative or judicial authority, provided that you are legally bound to comply with such requirement; it being specified that, in this case, you undertake to inform us immediately of the request from said authority, and to cooperate with us should we decide to object to such request, or restrict the effects thereof. You understand that the very existence of the study is deemed to be confidential and is subject to the Undertaking.

2. You understand and agree that, as part of the Undertaking, **THE COMPANY** may at any time instruct you to promptly return or destroy any and all copies of any materials which, in whole or in part, contain, reflect or are based upon any Information.

3. The Undertaking shall come into force on the date of its execution by you. It shall remain in force for a period of five years or until you receive notification from **THE COMPANY** that the study is no longer confidential, whichever is earlier.

4. Any amendment, renewal or extension of this Undertaking must be in writing and executed by both you and us.

5. The Undertaking shall be governed by and in accordance with French law. Any dispute arising out of or in connection with the Undertaking shall be subject to the jurisdiction of the courts of Paris.

If you accept the terms of the Undertaking, please confirm your agreement by signing and returning this letter.

Accepted by:

Name : \_\_\_\_\_

Signature : \_\_\_\_\_