**COMMITMENT TO CONFIDENTIALITY**

**Between,** the company P S.A.S with a capital of 3849045 €,

Headquartered at 1 rue F., V., registered in the MELUN Trade and Companies Register under number 000 000 000, represented by Mr. D. S., in his capacity as Chairman,

hereinafter referred to as "P",

**On the one hand,**

**And,** the company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with a capital of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ €,

Headquartered at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registered with the Registre du Commerce et des Sociétés de \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, under number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

hereinafter referred to as "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_",

**On the other hand,**

Hereinafter referred to jointly as the "**Parties**" or separately as a "**Party**".

**Whereas** :

The "**Parties**" will cooperate on joint projects within the scope of their respective normal activities, and will exchange technical and commercial information[start\_insert] (the “Purpose”)[end\_insert][start\_insert].[end\_insert]

The term "**Confidential Information**" includes, by way of non-limitative examples, databases, know-how, formulas, processes, drawings, sketches, photographs, plans, drafts, specifications, samples, reports, customer and supplier lists, pricing information, studies, results, inventions and ideas[start\_insert], personally identifiable information and any other information which is of a nature that the "[end\_insert]**[start\_insert]Parties[end\_insert]**[start\_insert]" shall reasonable deem "[end\_insert]**[start\_insert]Confidential Information[end\_insert]**[start\_insert]"[end\_insert] transmitted by one of the "**Parties**" to the other [start\_insert]whether before, on or after the effective date hereof [end\_insert]in connection with such projects.

**It has been agreed as follows:**

Each "**Party" hereby** acknowledges that any "**Confidential Information" which** may be made available to it by the other "**Party"**, in any form whatsoever, is strictly confidential and may not be disclosed.

The "**Parties**" therefore undertake, under the terms of this letter, to keep all such information confidential and, in particular, to :

1. to use the "**Confidential Information**" only for the [start\_insert]Purpose[end\_insert][start\_insert].[end\_insert] The parties will refrain from using the "**Confidential Information**" that may be provided to them in any way that could be detrimental to the other "**Party**", i.e. its industrial and commercial activities,[start\_insert] and the receiving "[end\_insert]**[start\_insert]Party[end\_insert]**[start\_insert]" shall apply the same standard care as the receiving "[end\_insert]**[start\_insert]Party[end\_insert]**[start\_insert]" applies to its own confidential information of a like nature,[end\_insert]
2. to limit by all appropriate means the total or partial distribution and use of the "**Confidential Information**" to employees and executives of their companies directly involved in the project[start\_insert] and to their Affiliates who have a need to know such "[end\_insert]**[start\_insert]Confidential Information[end\_insert]**[start\_insert]"[end\_insert][start\_insert].[end\_insert] The "**Parties**" will take all necessary steps to ensure that their[start\_insert] [end\_insert][start\_insert]Affiliates,[end\_insert] employees, managers and outside consultants keep the "**Confidential Information**" secret and confidential[start\_insert], and such discloses must be contractually bound by confidentiality obligations no less stringent than those under this agreement[end\_insert][start\_insert].[end\_insert][start\_insert] An "[end\_insert]**[start\_insert]Affiliate[end\_insert]**[start\_insert]" with respect to a "[end\_insert]**[start\_insert]Party[end\_insert]**[start\_insert]" means any entity (including without limitation any individual, corporation, company, partnership, limited liability company or group) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such "[end\_insert]**[start\_insert]Party[end\_insert]**[start\_insert]", each of which such "[end\_insert]**[start\_insert]Party[end\_insert]**[start\_insert]" shall cause to observe the requirements of this agreement with respect to the information disclosed by the other "[end\_insert]**[start\_insert]Party[end\_insert]**[start\_insert]" under this agreement[end\_insert].
3. the "**Confidential Information**" disclosed or made available by one of the "**Parties**" [start\_insert]does not constitute any license or grant other rights of utilization and [end\_insert]remains [start\_insert]the[end\_insert] property[start\_insert] of the disclosing "[end\_insert]**[start\_insert]Party[end\_insert]**[start\_insert]"[end\_insert][start\_insert], [end\_insert][start\_insert]and the receiving “[end\_insert]**[start\_insert]Party[end\_insert]**[start\_insert]” shall[end\_insert] hand over to it, [start\_insert]within thirty (30) days of receipt of the[end\_insert] written request[start\_insert] of the disclosing "[end\_insert]**[start\_insert]Party[end\_insert]**[start\_insert]" after the expiration or earlier termination hereof[end\_insert], any medium containing the "**Confidential Information"** disclosed or made available to it, or to destroy it. [start\_insert]Notwithstanding, the receiving "Party" may retain copies for purposes of electronic backup. Notwithstanding, the receiving "Party" may retain copies [end\_insert][start\_insert]in order to[end\_insert][start\_insert] comply with applicable rules and regulations.[end\_insert]

Each of the "**Parties**" acknowledges that the other "**Party**" [start\_insert]may[end\_insert] suffer certain and significant harm if it failed to comply with the confidentiality obligations contained in this letter.

The "**Parties**" shall have no obligation with respect to[start\_insert], and[end\_insert] "**Confidential Information"** [start\_insert]does not include, information [end\_insert]which[start\_insert]: ([end\_insert][start\_insert]i[end\_insert][start\_insert])[end\_insert] is or may become public knowledge through no fault [start\_insert]or breach of this agreement by the receiving "[end\_insert]**[start\_insert]Party"[end\_insert]**[start\_insert]; (ii) was already in the possession of the receiving "[end\_insert]**[start\_insert]Party"[end\_insert]**[start\_insert] on a non-confidential basis before disclosure; (iii) is independently developed by the receiving "[end\_insert]**[start\_insert]Party" [end\_insert]**[start\_insert]without use of the "[end\_insert]**[start\_insert]Confidential Information[end\_insert]**[start\_insert]"; or (iv) is rightfully received by the receiving "[end\_insert]**[start\_insert]Party"[end\_insert]**[start\_insert] from a third party that is not bound by separate confidentiality obligations to the other "[end\_insert]**[start\_insert]Party"[end\_insert]**[start\_insert].[end\_insert][start\_insert].[end\_insert]

The "**Parties**" undertake to respect the commitments made in this letter for a period of [start\_insert]5[end\_insert] years ([start\_insert]five[end\_insert] years) from the [start\_insert]effective [end\_insert]date of receipt [start\_insert]here[end\_insert][start\_insert]of[end\_insert][start\_insert].[end\_insert]

To be effective, any amendment to this agreement must be in writing and signed by a duly authorized representative of the **"Parties**", their successor or assignee.

This agreement is governed by [start\_insert]Japanese[end\_insert] law and is subject to the exclusive jurisdiction of the [start\_insert]courts of Japan[end\_insert][start\_insert].[end\_insert]

[start\_insert]The English version of this agreement shall prevail over the French translation.[end\_insert]

Signed in two original copies in Vaux-le-Pénil, on 21/03/2024

For P, For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

First name: D. S. First name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title : President Title : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature + stamp : Signature + stamp :