

Non Disclosure Agreement

Between:

- Wayne Entreprises, a company organized under the laws of Gotham with a head office located at Wayne Tower, Gotham City, represented by Mr Bruce Wayne, duly authorized.

Hereafter “[WE]”

on one hand,

and

- OneDoc a limited liability company existing and organized under the laws of California, USA with a head office located in San Francisco, California, United States of America, represented by its managing director, Mr Titouan Launay, duly authorized.

Hereafter “OD”

on the other hand,

Or also referred each one by the “Party” or together by the “Parties”.

WITNESSETH:

A. The Parties wish to engage discussions about the providing of development services to OneDoc by Wayne Entreprises. Hereafter the “Project”.

B. Under the terms of this AGREEMENT, PROPRIETARY INFORMATION need to be disclosed by OD.

C. The Parties wish to set the enforceable rules governing the transmission of PROPRIETARY INFORMATION by OD.

D. OD disclosing PROPRIETARY INFORMATION under this AGREEMENT is referred to herein as the Disclosing Party. The Party receiving PROPRIETARY INFORMATION under this AGREEMENT is referred to herein as the Receiving Party.

IT IS NOW AGREED:

1/ For purpose of the AGREEMENT, PROPRIETARY INFORMATION shall mean all information OD will disclose as part of the Project, including but not limited to any and all business plans, sales information, methodologies, know-how, engineering studies, computer software and systems, and more generally technical, scientific, industrial, financial or marketing information, as they may be defined by the EU rules concerning the Business secrecy.

2/ Care for transmission

Each party agrees that it will not disclose any term or provision of this AGREEMENT or provide the original or any copy of this AGREEMENT, to any third party, without the prior written approval of the other Party.

3/ Secrecy undertaking

A. With respect to the Disclosing Party's PROPRIETARY INFORMATION and during the period of time set in article 7 hereafter, the Receiving party:

a) Shall protect such PROPRIETARY INFORMATION from unauthorized use or unauthorized or accidental disclosure by the exercise of the same degree of care as it employs to protect its own information of a like nature, but not less than reasonable care.

b) Shall disclose them only internally and on a strict need to know basis to members or employees informed about the confidential nature of the PROPRIETARY INFORMATION, engaged themselves by confidential undertakings, identical or similar to those contained in this AGREEMENT.

c) Shall not use or work them, totally or partially, other than for the Project, without the express written consent of the Disclosing Party.

d) Shall not disclose or act in such a manner to risk a disclosure thereof, either directly or indirectly, a.o. by reproduction, to any third party or to any person other than those listed in § b above.

e) Shall not copy, reproduce, totally or partially, when such copies or reproductions have not been agreed by prior written consent of the Disclosing Party.

f) Shall keep the copyright, confidential, proprietary, forbidden copies, and other mentions affixed upon media, originals or copies.

B. Receiving Party represents to have taken or undertakes to take necessary steps towards representatives or employees to allow them to comply with the undertakings set forth in this AGREEMENT.

C. The PROPRIETARY INFORMATION shall not be disclosed totally or partially to any third Party without the prior written consent of the Disclosing Party.

D. The copies or reproductions of the PROPRIETARY INFORMATION or part of them, or any media incorporating them, requires the prior written consent of the disclosing Party.

4/ Ownership

All PROPRIETARY INFORMATION and copies thereof, shall remain the ownership of the Disclosing Party and shall be upon request of this last, to its choice, either returned or destroyed. The destruction shall be confirmed by written form to the Disclosing Party.

5/ Use

PROPRIETARY INFORMATION disclosed under this AGREEMENT shall be used by the Receiving Party solely for the implementation of the Project.

6/ Excluded Information

Information shall not be considered to be PROPRIETARY INFORMATION, and the Receiving Party shall not be liable for the use and disclosure thereof, if such information:

- a)** was in the public domain at the time of disclosure, or thereafter comes into the public domain through no fault of the Receiving Party; or
- b)** is otherwise available to the Receiving Party without restrictions on use and disclosure similar to those in this AGREEMENT; or
- c)** is independently developed by individuals working for the Receiving Party, not concerned by the PROPRIETARY INFORMATION, as evidenced by written records.
- d)** has been authorised for disclosure and use by the Disclosing Party.
- e)** after notice to the Disclosing Party, providing a reasonable opportunity to contest disclosure, must be disclosed pursuant to the requirements of a governmental agency, a lawful subpoena or a court order. In the event that the PROPRIETARY INFORMATION is required to be disclosed pursuant to any court or government action or regulation, the Receiving Party shall: (1) promptly notify the Disclosing Party of such requirement in order to allow the Disclosing Party to assert whatever exclusions, exemptions, or protective measures that may be available to it under such action or regulation, (2) use diligent efforts to limit disclosure and to obtain confidential treatment or a protective order, and (3) allow the Disclosing Party to participate in the disclosure proceeding.

7/ Term

A. This AGREEMENT shall be effective as of the date of the last signature at the end hereof, and shall terminate 12 months from its effective date, but may be terminated earlier by either Party giving thirty (30) days prior written notice to the other Party. Termination shall not, however, affect the rights and obligations arising under this AGREEMENT with respect to PROPRIETARY INFORMATION disclosed hereunder.

B. The receiving Party shall have a duty to protect the PROPRIETARY INFORMATION of the Disclosing Party for a period of fifteen (15) months after receipt thereof, or until receipt of a written release of PROPRIETARY INFORMATION by the Disclosing Party, whichever first occurs.

C. Although set above in articles 7A and 7B, the term or anticipated termination of the AGREEMENT shall not relieve the Parties of their undertakings pursuant to article 3 above, as regards information received before the term or anticipated termination.

8/ Neither Party has an obligation to disclose PROPRIETARY INFORMATION hereunder or enter in a new agreement in the future. The Disclosing Party represents and warrants that it has the right to disclose the PROPRIETARY INFORMATION which it discloses under this AGREEMENT.

9/ Rights and Obligations

A. The rights and obligations of the Disclosing Party with respect to PROPRIETARY INFORMATION shall be defined exclusively by the terms of the present AGREEMENT irrespective of the language used for exchanges or mentioned on documents.

B. This AGREEMENT is made in consideration of each Party, and neither Party can assign totally or partially the rights and obligations thereof without the prior written consent of the other party, except in the case of assignment of a branch of business (assets assignment or supply), subject to obtaining undertakings from the third party to comply with all provisions set in this AGREEMENT. Any assignment made without respecting the above provisions will be null.

C. The Parties agree to act in good faith.

D. The Receiving Party agrees that all PROPRIETARY INFORMATION, without exception, is a matter for secrecy, which unauthorised disclosure may be punished by penal code or international rules.

10/ License

Neither the execution of this AGREEMENT, nor the disclosure of any PROPRIETARY INFORMATION by one Party hereunder, shall be construed as granting to the other Party either a licence (expressly, by implication, estoppel, or otherwise) under, or any right of ownership in, such PROPRIETARY INFORMATION or in any invention, patent or patent application, or copyright, now or hereafter owned or controlled by the Disclosing Party.

11/ Amendment

This AGREEMENT may not be changed, modified, released, discharged, abandoned, or assigned (in whole or in part) except by an instrument in writing signed by an authorized representative of each Party hereto.

12/ Governing Law

This AGREEMENT shall be construed, interpreted and applied in accordance with the laws of France, before the French competent courts.

13/ Merger and Severability

This AGREEMENT constitutes the entire understanding and agreement between the Parties relating to the subject matter hereof and supersedes and cancels any and all previous or collateral agreements, negotiations, commitments, representations or understandings between the parties with respect to this AGREEMENT and the subject matter hereof. If any of the provisions of this AGREEMENT are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this AGREEMENT shall not render any other portion invalid.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed in duplicate originals by their duly authorized representatives.

By: Bruce Wayne

By: Titouan Launay

Title: Co-Founder

Title: Batman

Date & Signature:

Date & Signature: