

INDIVIDUAL NON DISCLOSURE AGREEMENT

To: UM6P

Date: 02/12/2024

Dear Sir,

Re: **Individual Non Disclosure Agreement relating to UM6P’s Confidential Information**

For the purposes of this Individual Non Disclosure Agreement (the “**NDA**”), UM6P Confidential Information is any non-public or proprietary information whether written, verbal or included in whatever support, including without limitation, specific items such as the terms of any agreement between either UM6P and any other party; UM6P’s strategic plans, market intelligence, pricing; any studies and reports, the terms and nature of any negotiations with business or potential business associates or vendors; methodologies, studies and analysis and other information prepared by or concerning UM6P; projections for future project, income, and business, governmental affairs, communication and/or public relations plans; inter or intra-company relationships between UM6P and its affiliates; information regarding licenses; technological specifications; legal documents and legal issues, strategic studies, economic studies, audit reports and all such other information.

1. ACKNOWLEDGEMENT

I hereby confirm and acknowledge that:

- Contractor has entered into, and will enter into from time to time, certain agreements with UM6P (“**UM6P**”) (such agreements collectively being the “**UM6P Agreements**”). Pursuant to the UM6P Agreements, UM6P and its affiliates will, directly or indirectly, provide Contractor with UM6P Confidential Information;
- to enable Contractor to carry out any projects, research or assignments under the UM6P Agreements, Contractor will provide me with copies of, or access to, UM6P Confidential Information; and
- UM6P's Confidential Information is valuable, special and unique; that it is not widely known, that its business and research depend on such Confidential Information, and that irreparable harm shall be presumed in the event of any breach of this NDA.

2. AGREEMENT RE: UM6P CONFIDENTIAL INFORMATION

In consideration of Contractor’s promise of new or continued employment, and other valuable and sufficient consideration, the adequacy of which is hereby acknowledged, I agree:

- a. to receive and hold the UM6P Confidential Information in strict confidence and to use the UM6P Confidential Information solely for the purpose of preparing authorized materials as set forth in any UM6P Agreement or as otherwise expressly requested by UM6P in writing;
- b. that no UM6P Confidential Information and/or any other proprietary information shall be conveyed in any form to persons or organizations except as authorized in writing and in accordance with any conditions stipulated by UM6P;

- c. that UM6P Confidential Information and/or proprietary information shall not be discussed in the presence of unauthorized persons or conveyed by facsimile or telephonic transmission;
- d. to inform Contractor immediately upon becoming aware or suspecting that an unauthorized person has become aware of the UM6P Confidential Information and to otherwise refrain from doing anything that would cause Contractor or an affiliate to be in breach of any UM6P Agreement;
- e. that no UM6P Confidential Information and/or proprietary information shall be removed from Contractor's place of business without specific written authorization from Contractor;
- f. at the conclusion of my involvement in any project or assignment for UM6P, I shall return to Contractor any UM6P Confidential Information and any copies of the UM6P Confidential Information belonging to UM6P and without limiting the foregoing, that I will return all UM6P Confidential Information to Contractor or UM6P upon request and will destroy any copies of UM6P Confidential Information that I may hold or possess (in any form) upon request;
- g. If, in the context of the provision of any services directly or indirectly for the benefit of UM6P, any copyrightable interest, material or work is created, UM6P shall automatically acquire perpetual, universal ownership and control of any copyrightable interest in and to all materials and other works subject to copyright (including renewal rights thereto to the extent applicable), which are created, free of any claims from myself. UM6P will have unlimited rights of the copyright owner, including all rights to make modifications to the copyright materials as UM6P determines in its sole discretion. I must not acquire or submit to UM6P any copyrightable element that does not satisfy the requirements of this paragraph without UM6P's prior written consent. At UM6P's request, I will execute and deliver assignments of those copyrights to UM6P, along with any additional documents that UM6P's legal counsel may determine are required to vest title to copyright in UM6P.

3. PERMITTED DISCLOSURES

- a. I understand that, provided I comply with paragraph (b) below, I may disclose UM6P Confidential Information if, and to the minimum extent, required by the operation of laws.
- b. Before making any disclosure permitted by paragraph (a) above, I will (i) inform Contractor of the full circumstances of the disclosure and the information that will be disclosed; (ii) immediately provide Contractor with a copy of a legal opinion confirming that disclosure is necessary if UM6P has requested such an opinion of Contractor; (iii) consult with Contractor, and, if requested by UM6P, with UM6P, whether the disclosure can be avoided or limited and, if available, take action to avoid or limit the disclosure if such action would not result in significant adverse consequences to me; and (iv) gain assurances as to confidentiality from the body to whom the information is to be disclosed. If I am unable to inform Contractor and/or UM6P before the UM6P Confidential Information is disclosed, I shall (to the extent permitted by law) inform Contractor and/or UM6P immediately after the disclosure of the full circumstances of the disclosure and the information that has been disclosed.

4. DISCIPLINARY ACTION AND OTHER CONSEQUENCES FOR BREACH/APPLICABLE LAW/ARBITRATION

I acknowledge and agree that any unauthorized disclosure of UM6P Confidential Information or any breach of this NDA by me (i) will result in serious action being taken against Contractor and myself, including my immediately ceasing to work on any project, assignment or other matter in connection with the UM6P Agreements or otherwise authorized by UM6P and (ii) could result in Contractor having to pay damages or other monetary compensation to UM6P (or one of their respective affiliates) in respect of losses, costs and other liabilities incurred by it or them as a result of my unauthorized disclosure or breach of this NDA.

This NDA shall be governed by, and construed and interpreted in accordance with, the laws of the United Kingdom, without regard to conflict of laws principles. Any claim or controversy arising out of or relating to this NDA and which cannot be resolved by amicable/good faith negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one (1) arbitrator appointed in accordance with such rules. The Parties hereby agree that the place of such arbitration shall be Paris, France. The language used shall be English. The costs charged by the ICC for arbitration shall form an issue between the Parties and be borne as provided in the arbitration award.

5. TERM OF THE NDA

I acknowledge that the terms of this NDA shall survive the termination of my employment and remain in full force and effect for an additional three (3) years thereafter.

Yours faithfully:



Name: LITNITI Mounsef
Title: EMSI Student
Date: 03/12/2024

Countersigned on behalf of Contractor:

Name: Imad Kissami
Title: Assistant Professor
Date: 02/12/2024