**NON DISCLOSURE AGREEMENT**

**This Non-Disclosure Agreement ("**NDA**") is made on <DATE>**

**BETWEEN**

**<CUSTOMER NAME AND LOCATION>**

**AND**

**CORIAL S.A.S.,** a company duly organized and existing under the laws of France whose registered office is at 266 chemin des Franques – 38190 BERNIN (France) and registered at Registre du Commerce de Grenoble under n° 453 413 692.

Each hereinafter referred to as "**Party**" or together the "**Parties**".

**WHEREAS**:

1. The Parties have agreed to enter into discussions relating to **<Please Complete>** (the "**Project**").
2. The Parties may exchange or have access to various proprietary, confidential and sensitive commercial or technical information related to the Project.

C. In order to protect any such information, the Parties have decided to enter into this NDA.

NOW IT IS HEREBY AGREED AS FOLLOWS:

**1. DEFINITIONS**

In this NDA and unless otherwise defined herein, the following terms shall have the meanings set out below:

"**Confidential Information**" means any proprietary, confidential and sensitive commercial or technical information disclosed by the Disclosing Party (as defined below) to the Receiving Party (as defined below) in relation to or in any way connected with the Project and which:

(a) Is in tangible, visible or recorded form (including but not limited to equipment, materials, computer software, data, processes, specifications, drawings and other documents and items and any information, on any medium whatsoever) and marked on its face as “Proprietary” and/or "Confidential" or with some other similar marking; or

(b) Is communicated orally (and is stated to be Confidential Information at the time of disclosure) and which is thereafter converted into tangible, visible or recorded form and sent to the Receiving Party within thirty (30) days of such disclosure and marked as stipulated under (a) above; or

(c) Belongs to third parties not bound by this NDA, which ownership is disclosed to the Receiving Party by the Disclosing Party.

"**Disclosing Party**" means the Party disclosing the Confidential Information.

"**Employees**" means the employees, officers, agents of the Receiving Party.

 "**Receiving Party**" means the Party receiving the Confidential Information.

**2. OBLIGATIONS OF THE RECEIVING PARTY**

In consideration of its receiving the Confidential Information from the Disclosing Party, the Receiving Party:

1. Shall treat all Confidential Information received from the Disclosing Party as proprietary and confidential and unless expressly authorized in writing to do so by the Disclosing Party, shall not disclose any Confidential Information to third parties (except as provided herein) and shall only use such Confidential Information for purposes relating to the Project. However, the consent for disclosure to third parties shall not be unreasonable withheld;

(b) Shall only disseminate Confidential Information to Employees to the extent that such Employees have a demonstrable need to know the same in order to carry out their tasks in relation to the Project;

(c) Shall ensure that all Employees who have access to Confidential Information are made aware of the confidential nature of the Confidential Information and of the obligations contained in this NDA;

 (d) Shall promptly notify the Disclosing Party if it becomes aware of a breach of any provision of this NDA by any of its Employees and take all the necessary measures to ensure that the disclosures in breach of this NDA cease immediately;

(e) Shall, except as authorized in writing by the Disclosing Party, only use, copy or reduce Confidential Information into tangible, visible or recorded form as is strictly necessary for the performance of the Project;

(f) Shall protect the Confidential Information with at least the same degree of care as it uses to protect its own Confidential Information but in no instance shall such standard be less than reasonable care;

(g) Shall not remove, alter or deface any designations relating to the confidential or proprietary nature of the Confidential Information;

(h) Shall upon the written request of the Disclosing Party, promptly certify the destruction of or return all Confidential Information and all copies thereof to the Disclosing Party;

(i) Shall promptly cease to use the Confidential Information and all copies thereof upon the written request of the Disclosing Party.

**3. LIMITS TO OBLIGATIONS ON THE RECEIVING PARTY**

**3.1** The obligations contained in Clause 2 above shall not apply to Confidential Information:

1. Which is in the public domain at the time of disclosure or becomes part of the public domain after disclosure otherwise than through a breach of this NDA;
2. For which the Receiving Party can provide documentary evidence that it was in its lawful possession prior to disclosure to it by the Disclosing Party or which is lawfully and bona fide obtained thereafter by the Receiving Party from a third party who, to the knowledge or reasonable belief of the Receiving Party, did not receive such information directly or indirectly from the Disclosing Party when under a duty of confidentiality; or
3. For which the Receiving Party can provide documentary proof that it was independently developed by the Receiving Party without prior knowledge of any Confidential Information obtained from the Disclosing Party.

**3.2** The obligations contained in Clause 2 shall not apply to a specific disclosure of Confidential Information:

(a) Which has to be disclosed by reason of a governmental or judicial order or applicable law. In such a case, the Party having received such an order or being subject to such applicable law shall inform the Disclosing Party of its obligation to disclose Confidential Information if possible prior to such disclosure. If the Disclosing Party wishes to counter such order or applicable law, the Receiving Party shall assist it in doing so; or

(b) Which is disclosed in confidence to any third party with the prior written consent of the Disclosing Party.

**4. PROPRIETARY RIGHTS**

Except as expressly stated in writing by the Disclosing Party, neither the disclosure pursuant to this NDA of Confidential Information nor anything contained in this NDA shall be construed as expressly or implicitly granting any rights to the Receiving Party in respect of any patent, copyright, license or other intellectual property right in force and belonging to or disclosed by, the Disclosing Party.

**5. PROVISIONS IN CASE OF BREACH**

(a) Termination

If the Receiving Party has committed a breach of any provision of this NDA, the Disclosing Party shall have the right to forthwith terminate this NDA by written notice thereof and without prejudice to any other right, claim or remedy it may have at law or in contract. The Receiving Party shall, upon request from and at the discretion of the Disclosing Party, immediately return or destroy all copies of Confidential Information disclosed under or in relation to this NDA.

(b) Indemnity

The Receiving Party hereby agrees to indemnify and hold harmless the Disclosing Party from and against all damages, losses, claims, liabilities, costs and expenses which the Disclosing Party may incur or sustain as a result of a breach of any provision of this NDA by the Receiving Party or any of its Employees.

**6. NO WAIVER**

The Receiving Party agrees that no failure nor any delay in exercising on the part of the Disclosing Party any right or remedy under this NDA, shall operate as a waiver thereof (in whole or in part), nor shall any single or partial exercise of any right or remedy prevent any further, future or other exercise thereof or any other right or remedy. The rights and remedies existing by virtue of this NDA shall be cumulative and not exclusive of any rights or remedies provided by law.

**7. DURATION OF THIS NDA**

(a) This NDA shall commence on the date first above written and shall continue for 3 years*,* unless expressly replaced and superseded by another confidentiality and non-disclosure agreement made between the Parties in relation to the Project.

1. Upon termination or expiration of this NDA and if this NDA is not superseded by another agreement relating to Confidential Information disclosed, each Party shall, upon request of the other Party, return or destroy any Confidential Information furnished to it by the other Party. The confidentiality obligations contained herein shall remain binding upon the Parties for 2 years from the termination of this NDA.

After such period, the confidentiality obligations contained in this NDA shall cease to be binding, except for those rights and obligations pertaining to:

1. any Confidential Information received from a third party and disclosed by the Disclosing Party to the Receiving Party during the term of this NDA with notice at the time of disclosure that the Disclosing Party’s rights in, and the Receiving Party’s obligations with respect to, such Confidential Information shall not cease after the period referred to above.
2. drawings and documents furnished by either Party to the other Party of the Disclosing Party and derivatives thereof, which rights and obligations shall not cease as long as such component or derivative thereof is in service.

**8. OTHER DISCLOSURES OF CONFIDENTIAL INFORMATION**

1. The Parties shall ensure and take all necessary measures to ensure that their respective Employees who have access, in any way whatsoever to Confidential Information and/or confidential information not related to the Project, shall treat such information as Confidential Information pursuant to the terms hereof.
2. Each Party may disclose Confidential Information received from another Party, to other companies directly participating in the Project provided that (i) such other companies have an absolute need to know such Confidential Information for the purpose of performing their tasks with respect to the Project and (ii) have entered with the Parties into a confidentiality and non-disclosure agreement which is substantially in the same form as this NDA.

**9. MISCELLANEOUS**

(a) A Party shall not publicly release any information relating to this NDA and the result of the discussions without the prior written consent of the other Parties.

(b) Notwithstanding any provision herein contained, this NDA shall not be construed as imposing on any Party an obligation to provide or disclose any information (including Confidential Information).

(c) Each Party shall bear its own expenses incurred in relation to this NDA.

(d) The Disclosing Party shall be responsible for ensuring that all export licenses required under the statutes and regulations of the Disclosing Party’s country are in place prior to making any disclosures. The Receiving Party agrees to furnish reasonable cooperation in completing applications, as may be necessary to obtain such licenses.

(e) The invalidity, illegality or unenforceability of any provision of this NDA under any jurisdiction shall not affect the validity, legality or enforceability of any other provision hereof.

**10. GOVERNING LAW AND ARBITRATION**

This NDA shall be governed and construed in accordance with the laws of France.

Seat of the competent court shall be Grenoble.

Either Party may seek injunctive relief in any court of competent jurisdiction against improper use or disclosure of Confidential Information.

**11. ASSIGNMENT**

Neither Party shall assign or transfer any of its rights or obligations under this NDA without the prior written consent of the other Parties, such consent not to be unreasonably withheld or delayed.

**IN WITNESS WHEREOF** the Parties have executed this NDA on the date first above written, in two (2) original copies.

**<Please Complete>**

Name: **<Please Complete>**

Title: **<Please Complete>**

**CORIAL SAS**

Name: **André LECHAT**

Title: **President**