

CONFIDENTIALITY AGREEMENT

This confidentiality agreement ("Agreement"), which went into **effect** ("Effective Date"), is entered into:

By and Between:

a corporation having a place of business at

(hereinafter referred to as the "Recipient")

THE FIRST PARTY,

And

HANDICAP INTERNATIONAL, a non-profit association, organized under the French law of July 1, 1901, headquartered at 138 avenue des Frères Lumière 69008 Lyon, France,

Hereafter referred to as "HANDICAP INTERNATIONAL,"

Represented by Mr.

THE SECOND PARTY.

Hereafter referred to individually as the "Party" or collectively as the "Parties."

THE PARTIES HAVE AGREED TO THE FOLLOWING:

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to determine the conditions in which the Parties desire to exchange information **concerning the tender.** (the "Purpose").

ARTICLE 2 – CONFIDENTIAL INFORMATION

In this Agreement, the term “Confidential Information” means the Purpose itself, as well as all information, whether technical, scientific, commercial or of any type whatsoever, directly or indirectly related to the Purpose, transmitted by HANDICAP INTERNATIONAL (also called “the Communicator”) to the “Recipient,” whether in written, oral, digital, graphic, electronic, visual or magnetic form.

ARTICLE 3 – DUTY OF CONFIDENTIALITY AND NON-DISCLOSURE

- 3.1** The Recipient agrees to maintain as strictly confidential all Confidential Information that shall be communicated to it under this Agreement, to not disclose said Confidential Information to third parties and to not comment thereon.
- 3.2** The Recipient agrees to take all necessary measures to assure the protection of the Confidential Information, with care at least equal to that which the Recipient uses for the protection of its own confidential information and at a minimum at a level of protection objectively sufficient to prevent the disclosure of the Confidential Information to third parties not authorized by this Agreement.

ARTICLE 4 – EXCEPTIONS TO THE DUTY OF CONFIDENTIALITY AND NON-DISCLOSURE

- 4.1.** This Agreement does not apply to Confidential Information for which the Recipient can prove in writing:
- a) that it was accessible to the public on the date of its disclosure by the Communicator to the Recipient, or;
 - b) that it became accessible to the public after its disclosure, through no fault of the Recipient,

ARTICLE 5 – OWNERSHIP – NON-USE

- 5.1.** The Agreement shall not be interpreted as conferring on the Recipient any authorization or any commercial or industrial operating license. Consequently, the Recipient agrees to not claim any intellectual property, industrial, literary or artistic rights to the Confidential Information or on the knowledge based on said Confidential Information.
- 5.2.** At the end of the period mentioned in Article 6.1 or in the case of a breach or termination of this Agreement, regardless of the cause or the time, the Recipient agrees to immediately destroy or return to HANDICAP INTERNATIONAL any Confidential Information that it received, regardless of the outcome of the ongoing negotiations.

ARTICLE 6 – CONTRACT TERM

- 6.1.** The Agreement shall enter into effect upon its signing for a term of 1 year.

ARTICLE 7 – INTUITU PERSONAE - TRANSFER

This Agreement is entered into *intuitu personae*. Neither of the Parties shall transfer its rights or duties arising from the Agreement without the prior, written agreement of the other Party. This Agreement shall bind the Parties and their successors, in rights and duties.

ARTICLE 8 - MODIFICATION OF THE AGREEMENT

Any addition, alteration or change to this Agreement shall be made with a written amendment, dated and signed by a duly authorized representative of each Party.

ARTICLE 9 – APPLICABLE LAW AND TERRITORIAL JURISDICTION

- 9.1. The Agreement is governed by French law.
- 9.2. The Parties shall strive to amicably settle any difference arising between them under this Agreement.
- 9.3. In the absence of an amicable settlement, any differences regarding the interpretation or performance of the Agreement shall be heard by the Lyon court having jurisdiction.

ARTICLE 10 – FINAL PROVISION

Executed in two (2) originals,

THE RECIPIENT

HANDICAP INTERNATIONAL