

## Non-Disclosure Agreement

### AGREEMENT BETWEEN:

**ETIX EVERYWHERE**, Simplified joint stock company with a single shareholder, registered under number 809 711 856 at the RCS of Nantes and having its registered office in 2 Impasse Joséphine Baker, 44800 Saint Herblain (hereinafter referred to as « **Etix Everywhere** »);

**COMPANY** ....., company ....., registered under number ..... at the RCS of ..... and having its registered office in ..... (hereinafter referred to as « **Company** »).

### FOREWORD:

The present NDA concerns .....

To this end, it may be necessary for the Parties to share certain Confidential Information of significant technical, scientific, commercial, or industrial value, either in written or oral form, or incorporated into any type of tangible medium such as a prototype, sample, model, computer medium, or resulting from visits to premises in order to accurately assess the value of potential cooperation.

The Parties wish, through this confidentiality agreement (the "Agreement"), to establish the conditions for disclosure of such Confidential Information and to set forth the rules relating to its protection.

### THAT BEING SAID, THE FOLLOWING IS AGREED UPON:

#### 1. Definitions

- a. "Associated Company" means any company that is or becomes a subsidiary or holding company of a party, a subsidiary of such holding company, or a company whose shares are directly or indirectly owned by that party.
- b. "Contractor" means any person who is directly or indirectly paid by one of the parties to assist them in the Project.
- c. "Subject Matter" means all discussions and exchanges of other written information between the parties concerning or related to the Project.
- d. "Confidential Information" means any product, activity, market, strategy, or other information or data (including, without limitation, information stored on any type of medium, in writing, in diagram form, on software, or on other storage media) relating to the Project, the activity or business disclosed by one party to the other party (hereinafter the "Recipient") in writing, orally or in any other manner, whether or not such information is marked "Confidential," before or after the date of this Agreement. However, Confidential Information does not include information:
  - i. which are or become public knowledge in any way, without any breach of this Agreement by the receiving party;

- ii. which the recipient can prove were in their possession or known to them as a result of their use or because they appear in their records, computers or other storage media, before receiving them from the other party, and which they can prove were not previously acquired from the other party and subject to a confidentiality obligation ;
- iii. which the recipient can prove were developed by or for the recipient at any time independently of the information disclosed to it by the other party;
- iv. the recipient obtains or has available from a source other than the other party, without breach by the recipient or the source of any obligation of confidentiality or non-use towards the other party;
- v. which are subsequently provided to the other party by a third party without limitation as to their use or disclosure; or
- vi. which are disclosed by the recipient with the prior written consent of the other party.

## **2. Termination**

The confidentiality obligations provided for in this Agreement shall remain in force for five years from the date of notification of termination.

## **3. Use of Confidential Information**

The receiving party undertakes to maintain the confidentiality of the Confidential Information and shall apply security measures and a degree of caution to the Confidential Information that are at least equivalent to those it applies to its own Confidential Information. The receiving party guarantees that it applies appropriate protective measures to its own Confidential Information against any unauthorized disclosure, copying or use. The recipient shall ensure that disclosure of Confidential Information is limited to its employees, directors or contractors and/or its Affiliates who need access to it in connection with the Project and who have agreed to be bound by the provisions of this Agreement. Copying or reproducing Confidential Information is prohibited.

## **4. Limitations and warranty**

- a. Each party warrants that it has the right to disclose its Confidential Information to the recipient and to authorize the recipient to use it in connection with the Project.
- b. The receiving party undertakes to:
  - i. use Confidential Information only in connection with the Project;
  - ii. not disclose, in whole or in part, the Confidential Information of the other party to a third party; and
  - iii. not to use the Confidential Information or any part thereof for any other commercial purpose without the prior written consent of the other party.
- c. Notwithstanding the foregoing, the receiving party may disclose Confidential Information when required to do so by law, provided that it informs the other party at least two working days prior to such disclosure.

- d. The receiving Party acknowledges that the Confidential Information is disclosed 'as is.' The Disclosing Party shall not be liable for the accuracy or completeness of the Confidential Information. The Disclosing Party disclaims all warranties with respect to the Confidential Information, whether express or implied, including implied warranties of merchantability and fitness for a particular purpose.
- e. The Receiving Party shall be liable to the Disclosing Party for compliance with the obligations under this Agreement. As such, it shall indemnify the Disclosing Party for all costs, losses, damages and compensation that may be incurred as a result of the non-performance, poor performance or non-compliance by itself and/or its Contractors and/or its Associated Companies with the obligations under the Agreement.

## **5. Exclusion**

The disclosing party retains all rights to the Confidential Information, and no rights or obligations (other than those expressly set forth in this Agreement) are granted or implied. In particular, no license is granted, directly or indirectly, to any invention, discovery, patent, copyright or other industrial property right that is or will be owned, performed, obtained or licensable by either party. The provisions of this Agreement and their application shall not constitute an obligation for a party to enter into a commercial relationship and shall not prevent or limit a party from pursuing its activities, except in the event of a breach of the provisions of this Agreement.

## **6. Renunciation**

The failure of either party to exercise any right or remedy shall not limit that party's right to exercise that right or remedy or to exercise any other right or remedy. Any waiver or amendment of these provisions must be made in writing and signed by both parties.

## **7. Enforceability**

This Agreement shall take effect for the benefit of both parties and shall be enforceable by each of them and by any Associated Company.

## **8. Appeal**

Each party acknowledges that legal remedies may not be adequate to protect the other party against a breach of this Agreement and that the award of damages may not be an adequate remedy. In the event of a breach of this Agreement by a party, that party hereby agrees in advance that an injunction may be granted against it to prevent the disclosure or use by that party of the other party's Confidential Information.

## 9. Autonomy of provisions

If any provision of this Agreement is found to be illegal, invalid or unenforceable under any law, rule or regulation, that provision (or the relevant part of that provision) shall be deemed not to be part of this Agreement. The legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected.

## 10. Entire agreement, applicable law and jurisdiction

This Agreement constitutes the entire agreement between the parties with respect to Confidential Information and supersedes all prior agreements, understandings and commitments in this regard. This Agreement shall be governed by and construed in all respects in accordance with French law, and the parties agree to submit any dispute to the exclusive jurisdiction of the Commercial Court of Nantes, notwithstanding multiple defendants, third-party proceedings, emergency proceedings or interim relief proceedings.

## 11. Penalties

Any breach of the confidentiality agreement stipulated herein shall be punishable, as a penalty clause, by the payment of compensation in the amount of fifty thousand (50,000) euros. This amount shall constitute a minimum and shall not preclude the creditor from seeking compensation for the entire loss suffered where such loss exceeds the agreed minimum lump sum.

## **SIGNATURE:**

Signed by a duly authorized representative:

Company: **ETIX EVERYWHERE**

Representative: .....

Role: .....

Date: .....

Company: .....

Representative: .....

Role: .....

Date: .....