

# **CONFIDENTIALITY AGREEMENT**

BETWEEN

Terra Firma represented by Mr. Charles Schoen, President, 52bis rue Denfert Rochereau – Boulogne 92100 - France, hereinafter referred to as the "DISCLOSER"

***on the one part***

AND:

**SophroKhépri** a company existing and duly organized under and by virtue of the laws of **France** and having its headquarters at **Nogent-sur-Marne, 188 Gde Rue Charles de Gaulle France** and represented by **Mrs Evelyne REVELLAT, duly authorized**, hereinafter referred to as the «RECIPIENT»

***on the other part.***

IT HAS BEEN MUTUALLY AGREED AS FOLLOWS:

## **1 - DEFINITIONS**

In this Agreement except where the context otherwise requires the following expressions shall have the following meanings:

1. 1. AGREEMENT shall mean the present document.
1. 2 SUBJECT MATTER shall mean "**BOR: Burn-Out Resilience**" as the registered brand of a Project developed by Terra Firma and the attached range of services as defined in the dossier sent to the Recipient as soon as this agreement is signed, and any information delivered to the Recipient by Terra Firma.
1. 3 CONFIDENTIAL INFORMATION shall mean any technical, commercial or all other information but not limited to data, specifications with respect to the SUBJECT MATTER which is disclosed orally or in writing under this AGREEMENT or by any other means by computer or electronic way by DISCLOSER and/or its AFFILIATED COMPANIES to RECIPIENT under this AGREEMENT.
1. 4 AFFILIATED COMPANIES shall mean any entity
  - (I) in which DISCLOSER directly or indirectly controls at least fifty per cent (50%) of the registered capital or rights to vote, or
  - (II) which directly or indirectly controls at least fifty per cent (50%) of the registered capital or rights to vote Of DISCLOSER, or
  - (III) in which an entity as mentioned in b) here above controls directly or indirectly at least fifty per cent (50%)

of the registered capital or rights to vote.

## **2 – CONFIDENTIALITY**

- 2.1. The RECIPIENT shall treat the CONFIDENTIAL INFORMATION as strictly confidential and therefore it shall be neither communicated nor disclosed, in whole or in part, to any third parties without the DISCLOSER'S prior written consent.
- 2.2. The RECIPIENT
- shall be permitted to convey CONFIDENTIAL INFORMATION to such of its employees, directions, officers, agents or representatives (collectively referred to as " REPRESENTATIVES ")
  - as shall be necessarily engaged for use of CONFIDENTIAL INFORMATION
  - and shall procure that its REPRESENTATIVES shall comply with terms of this AGREEMENT and it shall accept liability for all breaches by any of such REPRESENTATIVES.
- 2.3. The obligation of the RECIPIENT to keep secret the CONFIDENTIAL INFORMATION received hereunder and the obligation to refrain from making use of said CONFIDENTIAL INFORMATION, except if necessary to carry out the aims of this AGREEMENT, shall not apply to such portions of such CONFIDENTIAL INFORMATION which:
- a/ was already in the public domain at the time of the disclosure,
  - b/ was already in the possession of the RECIPIENT prior to the disclosure,
  - c/ has become common knowledge through no fault of the RECIPIENT subsequent to the disclosure,
  - d/ is disclosed to the RECIPIENT without restriction on disclosure by a third party who has the lawful right to disclose such information.

## **3 - OWNERSHIP - NON-EXPLOITATION**

- 3.1. The RECIPIENT hereby acknowledges that all property and title to the CONFIDENTIAL INFORMATION shall exclusively remain with the DISCLOSER. The RECIPIENT shall use CONFIDENTIAL INFORMATION only for evaluation related to the SUBJECT MATTER and not for any other purpose.
- 3.2. The RECIPIENT binds itself not to apply for any industrial or intellectual right on the CONFIDENTIAL INFORMATION and on knowledge derived from CONFIDENTIAL INFORMATION. This AGREEMENT may not be deemed as giving the RECIPIENT any right to use CONFIDENTIAL INFORMATION for industrial or



commercial exploitation. No other license to use CONFIDENTIAL INFORMATION is granted hereby.

- 3.3. The RECIPIENT shall promptly return all CONFIDENTIAL INFORMATION disclosed by DISCLOSER upon DISCLOSER'S written request.

#### 4- EFFECTIVE DATE - DURATION

This AGREEMENT shall come into force upon its signature by both parties and shall remain in effect for a period of three (3) YEARS.

#### 5 - APPLICABLE LAW - JURISDICTION

This AGREEMENT and performance hereunder shall be interpreted in accordance with and shall be governed by the laws of France and settled by the competent Jurisdiction of Paris.

#### 6 - MISCELLANEOUS

- 6.1. This AGREEMENT constitutes the entire understanding and agreement among the parties hereto with respect to the SUBJECT MATTER of this AGREEMENT.
- 6.2. No amendment, modification and/or discharge of this AGREEMENT shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or REPRESENTATIVES.

MADE IN DUPLICATE ON August 24<sup>th</sup> 2018

Terra Firma  
Charles Schoen

SophroKhépri  
Evelyne Revellat



**SophroKhepri SAS**  
188 G<sup>re</sup> rue Charles de Gaulle  
94130 NOGENT SUR MARNE  
R.C.S. 811 445 410 Créteil