

MUTUAL CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

BY and BETWEEN having its registered office at
hereinafter referred to as "the Supplier",

AND

EIT MANUFACTURING ASBL, Paris-Saclay, Nano-INNOV, 2 Boulevard Thomas Gobert, 91120 Palaiseau, hereinafter referred to as "EIT MANUFACTURING";

When appropriate each of these parties will be hereinafter individually referred to as "Party" and/or "Receiving Party" and/or "Disclosing Party", and collectively referred to as "Parties";

HAVING WITNESSETH :

WHEREAS, the Parties have engaged in and/or wish to carry on confidential discussions and/or negotiations for the purpose of providing, configuring and deploying a learning platform (called GLP) as Software as a Service furniture (hereinafter referred to as the "Project") and;

WHEREAS, the Parties expect that during the aforesaid discussions and/or negotiations it may be necessary for each Party, at its discretion, either itself or through a third party, to disclose and communicate, in writing, visually and/or orally, information which herein below is defined as "**Confidential Information**", to the other Party; and

WHEREAS, the Parties wish to reciprocally protect and safeguard their respective proprietary rights and interests in respect of aforesaid Confidential Information and desire to define their respective rights and obligations in relation thereto in this Agreement,

NOW THEREFORE THE PARTIES HEREBY AGREE THE FOLLOWING.

1. Definitions

"**Affiliated Entity**" shall mean any legal entity which is:

- (a) directly or indirectly owning or controlling a Party, or
 - (b) under the same direct or indirect ownership or control as a Party, or
 - (c) directly or indirectly owned or controlled by a Party
- Ownership or control as referred to in sub items (a), (b) and (c) above shall exist through the:
- (i) direct or indirect ownership of more than 50 % of the nominal value of the issued equity share capital or of more than 50 % of the shares entitling the holders to vote for the election of directors or persons performing similar functions, or
 - (ii) direct or indirect right by any other means to elect or appoint directors, or persons performing similar functions, who have a majority vote.

An entity shall be deemed to be an Affiliated Entity only as long as the above defined ownership or control lasts.

"**Confidential Information**" shall mean any and all information whether disclosed orally, visually, in machine-readable or written form, that is communicated by the Disclosing Party or through an Affiliated Entity of the Disclosing Party (such information, for the purposes of this Agreement, to be deemed received from the Disclosing Party), to the Receiving Party and identified as proprietary or confidential, including but not limited to ideas, discoveries, inventions, specifications, formulae, programs, plans, drawings, models, samples, requirements, standards, presentations, software and supporting documentation, financial data, trade- and manufacturing and know-how secrets, customer lists and data as well as any and all intellectual and industrial property rights contained therein and/or in relation thereto, title to which belongs to the Disclosing Party or for which the Disclosing Party has obtained a right to disclose or divulge.

"**Experts**" shall mean persons or legal entities working under an NDA with EIT Manufacturing, with the responsibility to carry out the due diligence of the Supplier on behalf of EIT Manufacturing

2. Obligations and Rights of the Parties

2.1. The Parties hereby reciprocally acknowledge that the Confidential Information which either Party, at its sole discretion provides or has provided to the other Party, and all rights contained therein and/or in relation thereto, are the exclusive property of the Disclosing Party (or a third party which has granted the Disclosing Party the right to disclose the same) and shall be held in trust by the Receiving Party for the benefit of the Disclosing Party.

Confidential Information, if disclosed in writing shall be marked "Confidential" and, if disclosed orally, in machine-readable form and/or by visual inspection, Confidential Information will first be identified as confidential at the time of such disclosure. The Disclosing Party makes its best efforts to subsequently confirm in writing within at the latest thirty (30) days following oral and/or visual disclosure, the confidential nature of the Confidential Information disclosed orally and/or visually.

This Agreement shall apply to all Confidential Information disclosed after the date hereof, and to any Confidential Information disclosed prior to the date hereof to the extent such information is specifically described and identified in **Annex 1** hereto.

2.2. Each Party therefore undertakes to keep in the strictest confidence the Confidential Information received in whatever form as specified hereinafter, and to protect and safeguard the same by taking measures at least equal to those applied or applicable to its own Confidential Information, but no less than reasonable care. Each Party agrees to use the Confidential Information received from the other Party solely in connection with the Project and shall refrain from any use of such Confidential Information for any purpose other than the Project, except such purposes as may be authorized by subsequent written agreement between the Parties relating to the Project.

2.3. Furthermore, each Party agrees not to divulge or disclose, either directly or indirectly, in whatever form or by whatever means, the Confidential Information received from the other Party or any part thereof to third parties, except to its Affiliated Entities and – as the case may be for EIT Manufacturing - Experts, without the prior written approval of the Disclosing Party.

2.4. Any authorized copies and/or reproductions of the Confidential Information shall contain any and all references to the relevant ownership rights and intellectual proprietary rights, copy rights, trademarks and trade names, as well as any and all legends and markings expressing the confidential nature of the copied Confidential Information.

2.5. The Parties hereby agree that each Party has the right to disclose or give access to the Confidential Information received from the other Party and/or any part thereof to its employees, as well as to the employees, agents and consultants of any Affiliated Entity of such Party, to the extent such employees, agents and consultants have a need to know within the framework of the Project and provided the Receiving Party obtained the necessary secrecy, confidentiality and non-disclosure - undertakings from such employees, agents and consultants prior to such disclosure or such giving access.

2.6. The confidentiality obligation as set forth in this Article 2 shall commence as from the date of execution of this Agreement by both Parties and shall survive the termination of this Agreement for four (4) years.

2.7. The confidentiality and non-disclosure obligation as set forth in this Article 2 shall not apply to Confidential Information for which the Receiving Party reasonably proves:

- (i) that it was in the Receiving Party's possession prior to or at the time of disclosure by the Disclosing Party ;
- (ii) that, at the time of communication to the Receiving Party was publicly available, or approved for publication by the Disclosing Party, or in the public domain;
- (iii) that it was obtained by the Receiving Party from a third party without any non-disclosure and/or confidentiality obligation;
- (iv) that it has become publicly available through no breach of the Receiving's Party's obligations under this Agreement;
- (v) that it was independently developed by the Receiving Party or its Affiliated Entity without the benefit of data received from the Disclosing Party or an Affiliated Entity thereof.
- (vi) that the Receiving Party is legally required (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand or similar process) to disclose the Confidential information, provided that the Receiving Party promptly (and, in any event, before complying with any such requirement) (i) has provided the Disclosing Party with notice of such requirement so that it may seek a protective order or other appropriate remedy, and (ii) complies with the disclosing Party's reasonable instructions to protect the confidentiality of the information.

If only a portion of any Confidential Information falls within one or more of the foregoing exceptions, the remainder shall however continue to be subject to the prohibitions and restrictions set out in this Agreement.

2.8. The communication of the Confidential Information supplied under this Agreement does in no event confer or imply the grant or agreement to grant any license or other rights (e.g. intellectual property rights) to the Receiving Party, except as specifically set forth in this Article 2.

NO WARRANTY WHATSOEVER IS HEREBY MADE BY THE DISCLOSING PARTY AS TO THE COMPLETENESS, EXACTITUDE, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY USE OF RESULTS BASED ON THIS INFORMATION AND ON THE NON-INFRINGEMENT OF INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES OF AND BY THE CONFIDENTIAL INFORMATION SUPPLIED UNDER THIS AGREEMENT.

3. Term and Termination

3.1. This Agreement shall come into force upon execution by both Parties and shall continue thereafter for one (1) year and may, other than in respect of the provisions relating to confidentiality contained in clause 2.6. herein above, be earlier terminated by either Party upon thirty (30) days prior written notice to the other Party.

3.2. Unless the rights and obligations of the Parties under this Agreement shall be incorporated in a subsequent Agreement between them, each Party shall, upon termination of this Agreement, immediately return all Confidential

Information received from the other Party, together with any and all authorised copies or reproductions, or a duly executed certificate of destruction if such copies or reproductions have been destroyed.

4. Settlement of disputes

4.1. The Parties acknowledge that Confidential Information is unique and valuable and that disclosure in breach of this Agreement will result in irreparable damages to Disclosing Party for which monetary damages alone would not be an adequate remedy. Therefore, and notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party shall be entitled to file for an injunction in any competent court as a remedy for any such breach or anticipated breach. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

4.2. Any dispute arising in connection with or out of the performance or the interpretation of this Agreement, which the Parties cannot settle amicably except for any request for injunctions brought before a court pursuant to clause 4.1 above, shall be brought before the courts of Paris, France.

4.3. This Agreement shall be construed in accordance with and governed by the Law of France excluding its conflicts of law rules.

5. General Provisions

5.1 Nothing in this Agreement shall grant to either Party the right to make commitments of any kind for or on behalf and or for account of the other Party without the latter's prior written consent.

5.2. No amendment to terms and conditions of this Agreement shall be valid and binding on the Parties hereto unless made in writing and signed by an authorised representative of each of the Parties.

5.3. This Agreement shall be binding upon the Parties hereto and their respective successors, assigns, subsidiaries and Affiliated Entities.

5.4. The Parties hereto agree to perform their obligations hereunder without any charge or expenses to each other.

The signature of a Party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability, and admissibility. Each Party received a fully executed copy of the Agreement. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR SET FORTH BELOW

For and on behalf of EIT MANUFACTURING ASBL

For and on behalf of

Signature

Name

Title

Date

Signature

Name

Title

Date

