NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (the « Agreement ») with effective date as of \_\_\_\_\_\_\_\_\_\_ is made by and between:

**TRONICO**, having its registered office at 26 rue du Bocage, 85660 Saint Philbert de Bouaine and registered at the commercial registry of La Roche-sur-Yon under number 383 871 746, hereby duly represented by \_\_\_\_\_\_\_\_\_\_, in his capacity as \_\_\_\_\_\_\_\_\_\_,

Hereinafter referred to as "TRONICO";

On the one hand

AND

\_\_\_\_\_\_\_\_\_\_ (**registered name**), having its registered office at \_\_\_\_\_\_\_\_\_\_ and registered at the commercial registry of \_\_\_\_\_\_\_\_\_\_ under number \_\_\_\_\_\_\_\_\_\_, hereby duly represented by \_\_\_\_\_\_\_\_\_\_, in his capacity as \_\_\_\_\_\_\_\_\_\_,

Hereinafter referred to as "\_\_\_\_\_\_\_\_\_\_";

On the other hand

Hereinafter individually referred to as a “Party” and together as the “Parties”.

**WHEREAS**

TRONICO is engaged in the business of Electronics subcontracting, and \_\_\_\_\_\_\_\_\_\_ is engaged in the business of \_\_\_.

The Parties wish to initiate discussions regarding \_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the "Purpose").

To this end, each of the Parties (the "Disclosing Party") may disclose confidential information and data of a technical, financial, commercial, or other nature, which it owns or possesses, to the other Party (the "Receiving Party").

The Parties acknowledge the confidential nature of this information and the harm that could result if such information were disclosed to third parties.

Therefore, the Parties need to agree on the rules of transmission, use and protection of such exchanged information.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS**

confidential Information

In this Agreement, the term "Confidential Information" means all information or data, regardless of content, subject, or form, disclosed to the Receiving Party by the Disclosing Party in relation to the Purpose, whether in writing or orally, and including, without limitation, all types of written or printed documents, all samples, models, methods, processes, and more generally all means of disclosing the Information, including visual forms.

[*Option 1.1 – Short version*: Confidential Information includes, in particular, all written or printed documents, samples, trade secrets, know-how, marketing, software programs, databases, and software that may contain Confidential Information.]

[*Option 1.2 – Long version*: Confidential Information includes, in particular, any information or data of a nature that is (a) technical, including industrial plans, diagrams, technical explanations, know-how, methods, tool designs, processes, prototypes, samples, algorithms, software, software documentation, and more generally all types of technical information disclosures; (b) commercial, including the names of existing or potential clients or partners, agreements or proposed agreements, business strategies; (c) financial or economic, including all documentation, analyses, summaries, reports, comparative studies, work, or other documents prepared by the Disclosing Party or its representatives that contain, reflect, or have been used to produce such Confidential Information.]

[*Option 2.1*: All information communicated by either Party shall be considered Confidential Information, whether the word "confidential" is specified on the relevant documents or not. *– end of Option 2.1*]

[*Option 2.2*: The Disclosing Party shall designate the information or data it transmits as confidential by affixing a stamp or formula or by delivering or sending a written notification to that effect; or, when disclosed orally, by informing the Receiving Party of its confidential nature at the time of disclosure, and confirming this in writing within thirty (30) calendar days of the disclosure. *– end of Option 2.2*]

Protection and use of confidential Information

For the entire duration of this Agreement and for a period of five (5) years from its expiration or termination, the Receiving Party agrees to:

* Protect the Confidential Information and keep it strictly confidential, applying the same degree of protection that it uses for its own similarly important information;
* Disclose the Confidential Information only to (i) its employees, or (ii) third parties acting as consultants, advisors, or representatives of the Receiving Party, to the extent that such employees, consultants, advisors, or representatives have a legitimate need to know in relation to the Purpose, are informed of the confidential nature of the Confidential Information, and are bound by confidentiality obligations to the Receiving Party that are at least as protective as those in this Agreement; each Party shall be responsible for any breach of the Agreement by a member of its staff;
* Not disclose or make available, directly or indirectly, all or part of the Confidential Information to any third party whatsoever, without prejudice to the provisions of the previous paragraph;
* Use the Confidential Information only within the framework of the Purpose and in accordance with any agreements that may have been concluded between the Parties in this context;
* Not copy, reproduce, make notes or summaries of all or part of the Confidential Information, in any form whatsoever, without the express prior written consent of the Disclosing Party;
* Notify the Disclosing Party as soon as it becomes aware of any breach of this article by one of its employees, and take all necessary measures to ensure that such disclosure ceases immediately;
* Not erase, alter, or render unreadable the confidentiality or ownership notices appearing on the Confidential Information;
* Not use the Confidential Information in any manner that could be harmful to the Disclosing Party.

The signature, existence, content, and execution of this Agreement shall be kept confidential by the Parties.

Exclusions

The Receiving Party shall have no obligation under this Agreement for any Confidential Information for which it can demonstrate that:

* it was publicly known prior to its disclosure or that it becomes or has become publicly known after its disclosure, without violation of the terms of this Agreement; or
* it was already known to the Receiving Party at the time of its transmission by the Disclosing Party; or
* it was developed and obtained through its own efforts and independently of the disclosure of Confidential Information by the Disclosing Party; or
* it was received from a third party independently of its disclosure by the Disclosing Party, provided that such receipt does not occur in violation of any confidentiality obligation; or
* it has been disclosed without restriction by the Disclosing Party to a third party; or
* [*Option if choosing option 2.2* – it has not been designated or confirmed as Confidential Information.]

The disclosure restrictions shall not apply to Confidential Information whose transmission is required by governmental or judicial order or the enforcement of a law. In such case, the Party subject to such order or applicable law shall notify the Disclosing Party, to the extent possible prior to the disclosure, and shall minimize the scope of such disclosure. If the Disclosing Party wishes to contest such request or applicable law, the Receiving Party agrees to assist it.

compliance with regulations

The Parties declare that the disclosure of Confidential Information between them does not violate any applicable regulations.

Return or destruction of confidential Information

Upon notification from the Disclosing Part or at any time upon expiration or termination of the Agreement, the Receiving Party shall promptly return or destroy all Confidential Information in its possession (including all copies and extracts, as well as any documents and media containing the Confidential Information). In case of destruction, the Receiving Party shall provide the Disclosing Party with written confirmation of such destruction as soon as possible.

Notwithstanding the above, the Receiving Party is not required to destroy backup media, such as copies of any records or files containing Confidential Information that were created in accordance with automatic archiving or backup procedures on a storage server and cannot reasonably be deleted.

The Receiving Party is, however, permitted to retain a copy of the Confidential Information that it is required to keep by law or regulation.

In the event that such Confidential Information is retained in accordance with the above provisions or cannot be destroyed, the confidentiality obligations under the Agreement shall remain in effect with respect to the Confidential Information so retained for as long as such Confidential Information is held.

OWNERSHIP AND INTELLECTUAL PROPERTY

Confidential Information and its means of disclosure shall remain the sole and exclusive property of the Disclosing Party, and the disclosure of Information shall not be construed as granting the Receiving Party, either expressly or implicitly, any license, right, or privilege of any kind, or any intellectual property rights, in any respect, on the Confidential Information and its means, except for the right to use them for the Purpose and to enable the performance of its obligations under this Agreement.

The Receiving Party waives any claim to obtain protection under intellectual property law with regards to the Confidential Information. Notwithstanding any existing intellectual property rights, the Receiving Party is prohibited from copying the Disclosing Party's products in any manner.

Each Party agrees not to use the Confidential Information to create or strengthen competition between the Parties or to obtain or enable a third party to obtain any intellectual property rights.

[Option – classifiED Information

Any Confidential Information that falls under the category of classified information will be identified as such by the Disclosing Party at the time of disclosure. The disclosure, protection, and use of this Confidential Information shall be conducted in accordance with the security procedures prescribed by the relevant Authorities.]

[Option – Export control

It is expressly agreed that the exchanges contemplated by the Agreement may be subject to export control regulations issued by any relevant national authority, and that, as a result, such exchanges are subject to the applicable export control rules and the authorizations granted in this context, and they may only be conducted in strict compliance with these rules and authorizations.

The Disclosing Party shall ensure that all export licenses required by the regulations and legal provisions of its country are obtained prior to any disclosure. The Receiving Party agrees to provide the necessary assistance to fulfill the formalities required for obtaining said licenses and to indemnify the Disclosing Party for any claims, demands, damages, costs, fines, penalties, and other expenses resulting from this Party's failure to comply with this article and applicable laws and regulations.]

term and termination

This Agreement shall enter into force on the date mentioned at the beginning hereof, upon signature by the Parties, and shall remain in effect for a duration of [duration], unless terminated early as provided below.

The Agreement may be terminated by either Party at any time, by right, with thirty (30) calendar days' notice following written notification to the other Party. The termination or expiration of the Agreement shall not relieve the Parties of their obligations regarding the disclosure and protection of Confidential Information, which shall remain in effect for the entire period mentioned in the preceding paragraph.

BREACH OF THE AGREEMENT

If the Receiving Party fails to comply with any provision of this Agreement, the Disclosing Party may immediately terminate it by written notification, without prejudice to any other rights, claims, or remedies it may have under the law or this Agreement.

If the Confidential Information is used in violation of the Agreement, the Receiving Party agrees to indemnify the Disclosing Party and hold it harmless from all damages, losses, claims, costs, and expenses incurred or suffered by the Disclosing Party as a result of the Receiving Party's breach of the Agreement or that of its employees.

Divers

* 1. No provision of this Agreement may be interpreted as obligating the Disclosing Party to disclose Confidential Information to the Receiving Party or to enter into any contractual obligation with the Receiving Party.
  2. ***NO WARRANTY.*** CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO WARRANTIES REGARDING THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION. THE RECEIVING PARTY USES THE CONFIDENTIAL INFORMATION AT ITS OWN RISK. THE DISCLOSING PARTY SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE RECEIVING PARTY'S USE OF THE CONFIDENTIAL INFORMATION AND PROVIDES NO WARRANTIES TO THE RECEIVING PARTY, EXPRESS OR IMPLIED, REGARDING ANY OR ALL OF THE CONFIDENTIAL INFORMATION, INCLUDING ITS ACCURACY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE.
  3. *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties with regards to the exchange of Confidential Information and supersedes and replaces all prior negotiations, exchanges, and agreements between the Parties regarding its subject matter.
  4. *Invalid or illegal provisions.* If any provision of this Agreement is or becomes illegal, invalid, deemed unwritten, or unenforceable by any court of competent jurisdiction, the Parties agree that such provision shall be deemed null and void in this Agreement and replaced with a valid provision that, to the extent possible, reflects the common intention of the Parties when they entered into the original provision. The remaining provisions shall remain fully applicable and in effect without modification.
  5. *Non-Waiver.* Each Party agrees that any delay or failure by the other Party to exercise any right or remedy under this Agreement shall not be construed as a waiver of such right or remedy for any future breach, and that the single or partial exercise of a right or remedy shall not affect the future exercise of that right or remedy or any other rights or remedies.
  6. *Independence of the Parties.* The Parties are independent contractors and do not intend to create any partnership. No Party may act on behalf of or for the other Party, except with the prior, express, and written consent of both Parties.
  7. *Successors and Assignment.* This Agreement binds the Parties and their respective successors and assignees. However, no benefits of this Agreement may be assigned by the Receiving Party without the prior written consent of the Disclosing Party, which consent shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the above, a Party has the right to assign this Agreement to any successor resulting from a merger, consolidation, spin-off, or acquisition of substantially all of the assets of that Party, provided that such successor expressly assumes all obligations and responsibilities of that Party under this Agreement and is not a competitor of the other Party.

governing law and disputes

This Agreement is governed by and interpreted in accordance with French law.

In the absence of an amicable agreement between the Parties within thirty (30) calendar days from the date of notification of a dispute by one Party to the other Party, any dispute regarding its existence, validity, interpretation, execution, or termination shall be submitted to the competent courts in Nantes.

IN WITNESS WHEREOF, the Parties have signed this Agreement in two (2) original copies.

**TRONICO** **Y**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: Signature: