

## TRIPARTITE NON-DISCLOSURE AND RESTRICTED USE AGREEMENT

WHEREAS, the Parties plan to exchange and discuss Confidential Information regarding **IP NAME** ("IP") and participate in discussions concerning the IP evaluation and purchase in accordance to the business support and terms provided by the D&R Soft IP Market Place ( hereinafter referred to as "Purpose")

WHEREAS, in the course of such activities it is anticipated that the Parties will disclose to each other certain proprietary information for the purpose of negotiating, executing and performing the Agreement as set forth above, which information the Parties regard as confidential

NOW THEREFORE, the Parties agree as follows:

### 1. Definitions.

Confidential Information - means any information and data, whether owned by a Party, its Subsidiaries or a third party, including but not limited to any kind of business, commercial (including but not limited to information about customers and potential business opportunities) or technical information and data disclosed between the Parties, such disclosure made by either a Party or a Party's Subsidiary ("Discloser") to the other Party ("Recipient"), irrespective of the medium in which such information or data is embedded.

Confidential Information includes any copies or abstracts made thereof or other documentation which contains or pertains to the Confidential Information as well as any modules, samples, prototypes or parts thereof.

"Subsidiary" shall mean any company in which a Party, directly or indirectly, through one or more intermediaries, owns more than fifty percent (50%) of such company's capital or equivalent voting rights.

**2. Manner of disclosure.** Any information and data disclosed by a Discloser will be considered as Confidential unless indicated otherwise in writing by Discloser. Recipient shall use Discloser's Confidential Information solely in connection with the Purpose of this Agreement, and will not disclose, publish or disseminate Confidential Information to anyone other than those of its employees, officers and professional advisors who have to know the Confidential Information for the Purpose, and who are bound to confidentiality by their employment agreements or otherwise sufficient for the Receiver to comply with all the provisions of this Agreement. The Recipient shall not reproduce or copy the Confidential Information except as reasonably required to accomplish the Purpose.

**3. Restrictions.** All Confidential Information delivered pursuant to this Agreement shall

(a) be used by the Recipient only for the sole Purpose of this Agreement and the agency agreement, unless otherwise expressly agreed to in advance, in writing, by the Discloser; and

(b) not be distributed, disclosed, or disseminated in any way or form by the Recipient to anyone except its own or its Subsidiaries' employees, who have a reasonable need to know such Confidential Information and who are bound to confidentiality by their employment agreement or otherwise not less stringent than under the obligations of this Agreement to maintain the Confidential Information in confidence and refrain from using the same other than for the Purpose. In connection with the foregoing, each Party agrees that it shall be responsible for any breach of this Agreement by any of its employees, agents or representatives or other third parties, including after termination of such employees, agents, representatives or other third parties employment and/or agreement with such Party; and

(c) be treated by the Recipient with the same degree of care to avoid unauthorized disclosure to any third party as with respect to the Recipient's own confidential information of like importance but with no less than reasonable care.

**4. Exceptions.** The obligations as per Section 3 shall not apply to any information which the Recipient can prove,

(a) is at the time of disclosure already in the public domain or becomes available to the public through no breach by the Recipient of this Agreement, except that Confidential Information shall not be deemed to be in the public domain merely because any part of the Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public;

(b) is received by the Recipient from a third party free to lawfully disclose such information to Recipient provided that such information was not obtained by said third party directly or indirectly in breach of obligations of confidentiality ;

(c) was in the Recipient's lawful possession prior to receipt from the Discloser as evidenced by written documentation and was not obtained directly or indirectly in breach of obligations of confidentiality;

(d) is independently developed by the Recipient without any use of and unrelated to any of the Confidential Information as evidenced by written documentation;

(e) is approved for public release by prior written agreement of the Discloser;

(f) is required to be disclosed to comply with legal mandatory regulations or a judicial order or decree, provided that written advance notice of such judicial action was timely given to the Discloser.

**5. Refusal.** Either Party shall have the right to refuse to accept any information under this Agreement prior to any disclosure and nothing herein shall obligate either Party to disclose any particular information.

**6. No license.** It is understood that no license or right of use under any patent or patentable right, copyright, trademark or other proprietary right is granted or conveyed by this Agreement. The disclosure of Confidential Information shall not result in any obligation to grant the Recipient any rights therein.

**7. No remuneration, or liability.** The Parties are not entitled to any remuneration for disclosure of any information under this Agreement. The Parties shall have no obligation to enter into any further agreement with each other regarding the Purpose.

**8. WARRANTY DISCLAIMER: CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE PARTIES MAKE NO WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SUFFICIENCY, ACCURACY OR COMPLETENESS OF THE INFORMATION DISCLOSED FOR ANY PURPOSE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.**

**9. No further obligation:** Nothing in this Non-Disclosure Agreement shall obligate either Party to enter into any further agreement or negotiation with the other, or to refrain from entering into any further agreement or negotiation with any third party, provided that such further agreement or negotiation does not result in a violation of the provisions of this Non-Disclosure Agreement

**10. Termination.** This Agreement is effective as of the Effective date until 12 months thereafter. Recipient's duty to protect Discloser's Confidential Information expires five(5) years from the initial date of disclosure of such Confidential Information, and shall survive termination or expiration of this Agreement.

Either Party may terminate this Agreement at any time upon written notice to the other Parties. Confidentiality restrictions set out herein shall continue to apply, notwithstanding termination of this Agreement with respect to any particular Confidential Information for a period of five(5) years.

**11. Ownership of Confidential Information, Return of Confidential Information.** All Confidential Information exchanged between the Parties pursuant to this Agreement remains the exclusive property of the Discloser. Upon any termination of discussions or any business relationship between the Parties related to the Purpose of this Agreement or expiration of this Agreement, whichever date may be earlier,

- a) Recipient shall, at Discloser's sole discretion, promptly return to Discloser, or destroy at its own cost, the Confidential Information and shall certify its compliance within thirty (30) days in writing
- b) Recipient shall not use such Confidential Information in any way for any purpose.

**12. No assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Parties.

**13. PUBLICITY:** The specific terms of this Agreement, including the Purpose, and the parties' disclosures and activities in connection with this Agreement, are Confidential Information. The parties will not, without the other parties' prior written approval, issue any press release or make any public announcement or statement regarding this Agreement or the existence or any aspect of the business relationship between the parties.

**14. Non Solicitation.** During and for a period of one (1) year following the termination of this agreement, neither party shall hire solicit or induce any employee or independent contractor to terminate any employment, contractual or other relationship with the other party.

**15. Entire Agreement, Relationship and Written form.** This Agreement constitutes the entire

agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior written or oral agreements between the Parties hereto concerning the subject matter. This Agreement does not create any agency, partnership or business relationship between the Parties; The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto.

**16. Governing law.** This Agreement constitutes the entire agreement between the Parties regarding the Confidential Information. This Agreement may not be amended except by a written agreement signed by authorized representatives of each Party. This Agreement will be governed by and constructed in accordance with the laws in the French Republic by the relevant French Courts.

**17. Remedies.** The Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Discloser irreparable harm, the amount of which may be difficult or impossible to quantify and therefore agrees that the Discloser shall be entitled to an injunction or restraining order, upon ex-parte or other petition to a court of competent jurisdiction, restraining or enjoining any such further disclosure of misappropriation. This right shall not be construed to prohibit the Discloser from pursuing any other remedies available to it at law or equity including the recovery of damages.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates specified below.