

CONFIDENTIALITY AGREEMENT

BETWEEN:

The company
Whose head office is located at
Represented by M.

For the one part,

AND

STATICE

Whose head office is at 9 Rue Thomas Edison
25000 BESANCON – FRANCE
Represented by Benoit Studlé, CEO

On the other hand,

The following has been agreed and declared,

SUMMARY OF REASONS,

The Parties are considering the possibility of collaboration. For the purposes of this collaboration, of which this present confidentiality agreement prejudices neither the form nor outcomes, the Parties have determined that it will be necessary to exchange verbal or written information, documents or other materials that they own, including (non-exhaustively), commercial, technical and/or scientific elements and where some at least are confidential.

As a consequence, each Party undertakes in advance:

- 1) In respect of the confidential information received from the other party, to take all precautions and care that it would take in respect of its own confidential information in order to prevent their disclosure;
- 2) Not to divulge or transmit to any third party, either directly or indirectly, all or part of the Confidential information;
- 3) In this respect, to take all appropriate steps vis-à-vis its staff as well as in relation to physical persons or legal entities with which it is in contact.
- 4) Not to make any disclosure or duplication, except for internal use, of any document mentioning all or part of the Confidential information received

from the other Party and not to retain any note or summary relating to the Confidential Information received from the other party without the express prior agreement of the latter;

- 5) To refrain from any direct or indirect exploitation of the Confidential Information received from the other party;
- 6) Not to submit, in its own name or in the name of a third party, any application for intellectual property protecting and/or referring to the Confidential Information.

The Confidential Information transmitted by each Party in the context of these present remains the exclusive property thereof.

This present secrecy undertaking does not apply, however to information received when each Party can prove:

- That the information belonged to it before communication, and/or,
- That the information has come into the public domain without fault on its part, and/or
- That they have been communicated by a third party not subject to any restriction to disclosure, and/or
- That the information has been independently developed by it.

This present agreement takes effect from the last of signatures by date and shall remain in force for duration of five (5) years.

Solely on the basis of a request from either of the Parties, the other Party undertakes to return all the written Confidential Information received in the context of these present.

The present agreement may only be modified by written agreement signed by the two parties.

The parties undertake to amicably resolve any point of contention regarding the interpretation or execution of this present agreement before engaging in any legal action. In the case of legal action, the Court of Justice of Besançon alone shall have jurisdiction.

Written in Besançon in 2 original copies.

On behalf of STATICE
Dated.....
M. Benoit Studlé
CEO

On behalf of.....
Dated.....
M.....