

Confidentiality Agreement (hereinafter referred to as “Agreement”)

Discloser of Confidential Information – **Name:**

which has its main business location at
(hereinafter referred to as “Discloser”)

It is understood and agreed to that the Discloser may provide certain information that is and must be kept confidential for a period of five (5) years from the signature date of this Agreement. To ensure the protection of such information, it is agreed that

1. The **Confidential Information** to be disclosed can be described as and includes **contracts, technical and commercial information relating to the Discloser’s business**, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.
2. AfiTaC shall **limit disclosure** of Confidential Information within its own organization to its employees and its independent contractors **on a need to know basis**. AfiTaC and its independent contractors **will not disclose the confidential information** obtained from the discloser unless required to do so by law.
3. This Agreement imposes no obligation upon AfiTaC with respect to any Confidential Information (a) that was in AfiTaC’s possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of AfiTaC; (c) is rightfully received by AfiTaC from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is independently derived by AfiTaC.
4. This Agreement shall be governed by and construed in accordance with the laws of France.

WHEREFORE, AfiTaC acknowledges and accepts the duties and obligations set forth herein.

Recipient of Confidential Information - **Name:** **Jan Bouckaert**, on behalf of **AfiTaC**, which has its main business location at 5 Allée du petit Verger, 38450 Vif (France) (*in this Agreement referred to as “AfiTaC”*)

Signature:

Date: