

CONFIDENTIALITY AGREEMENT

BY The Company _____, with registered office in _____, RPR _____

Duly represented by Mr. _____, acting in his capacity as _____, and by _____, acting in his/her capacity as _____.

Hereinafter referred to as the "User";

AND : **Ethias sa**
Rue des Croisiers, 24 in 4000 Liège, registered at the BCE under the number 0404.484.654 represented for the purposes herein by _____, as _____ and _____, as _____,

Hereinafter referred to as the "Company";

THE UNDERSIGNED SHALL RESPECT THE FOLLOWING:

INTRODUCTION

The parties wish to enter into mutual negotiations (hereinafter the "Discussions") likely to lead to a possible collaboration agreement (hereinafter the "Project") based on an offer from the User (hereinafter the "Offer"), which will be annexed to this Agreement.

The "Project" consists of _____

In the framework of the "Discussions" and more particularly in order to evaluate the appropriateness of the Project and Offer or to allow the User to adjust the latter, the Company shall have to communicate confidential information of all nature that form business secrets belonging to the Company.



The parties agree that this information, whatever the outcome of the Discussions, shall remain strictly confidential in accordance with this Agreement.

It was agreed as follows:

Article 1 Definition of confidential information

“Confidential Information” means, without restriction, any information of any kind, in any medium or form, whether relating to the Company or its activities, the Discussions, the Project or the Offer, which has been made available to, or made accessible to the User, or which the User becomes aware of during the Discussions, regardless of the manner in which he becomes aware of it (verbally or in writing, in legible or other form, handwritten or in electronic form, and regardless of the method of transmission).

By way of example and in a non-exhaustive manner, this includes (i) analyses, data collection, studies, reports, elements protected by intellectual property rights, business secrets, know-how or documents owned by the Company, (ii) information relating to the Company's activities and markets, its rights and obligations, technical information, financial, economic, commercial, legal or other information, information relating to development, marketing, sales, production, performance, the costs and know-how, operating and processing information, computer programming techniques, contracts, financial and marketing projections, development projects, names and profiles of personnel critical to the Company, (iii) confidential information from third parties in the Company's possession, and (iv) any notes, analyses, collections, summaries, reports, studies and other materials prepared by the User insofar that they contain, are based upon or refer to information set forth under (i) to (iii) above.

However, the following do not constitute Confidential Information within the meaning of this Agreement:

- Information that the User can reasonably demonstrate he/she already knew prior to its disclosure;
- Information that is or becomes generally known or part of public domain otherwise than by direct or indirect disclosure by the Company – or its Employees – in breach of this Agreement;
- Information disclosed on a non-confidential basis by a third party who legitimately holds the information and has the right to disclose it;
- Information that the User can reasonably demonstrate has been independently developed, unrelated to the information disclosed in connection with the *Project*;
- Information to be disclosed based on a court decision provided that the Company is notified in advance;
- Information that the User is obliged to communicate to governmental, administrative or social authorities;
- Information whose disclosure by the User has been authorized in writing by the Company.

The Company makes no representation or warranty as to the content, completeness, timeliness, accuracy, sincerity, authenticity or precision of the Confidential Information, which will be transmitted in good faith without prior independent verification.

Article 2 Obligations of the parties

2.1 The User acknowledges the strategic value of the Confidential Information to the Company and shall therefore treat Confidential Information with appropriate security and protection in accordance with this Agreement.

2.2 The User shall keep strictly confidential and secret all Confidential Information and take all measures required to avoid its total or partial disclosure or dissemination to a third party, and shall not, without the prior written consent of the Company obtained in accordance with this Agreement:

- a. Reveal or disclose it, in whole or in part, directly or indirectly, to third parties through any means whatsoever;
- b. Disclose it, in whole or in part, to persons within their respective organizations, unless such persons (i) are involved in the Discussions or the Project and therefore have a genuine and actual need to be aware of the Confidential Information, (ii) are themselves also bound by a confidentiality agreement including at least as protective provisions as in this Agreement, and (iii) have access to the Confidential Information only insofar as it is necessary for their personal purposes;
- c. Reproduce it or to have it reproduced in any form whatsoever and by any process whatsoever;
- d. Use it in any other way than the way it is meant to be used for the sole purpose of the Discussions and the elaboration of the Project.

2.3. The User shall treat the Confidential Information with appropriate care and shall, in particular, (i) keep up to date the register of persons, entities or organisations that have access to the Confidential Information, (ii) expressly notify these persons of the secret nature of the Confidential Information and of their obligations to use it only for the purposes of the Discussions or Project, and (ii) implement appropriate organizational, technical and human security measures to protect the Confidential Information from unauthorized access, retention, copying, examination, distribution or disclosure.

2.4. If the User feels obliged to comply with a disclosure request of all or part of the Confidential Information made by a third party, pursuant to an applicable law or regulation or an enforceable decision of a competent court or regulatory or supervisory authority, the User shall notify the Company without delay, mentioning the disclosure request and its context, the precise description of the Confidential Information concerned, the applicable regulations and a justification of the need to comply with this request, and shall fully cooperate with the Company so that it can obtain a limitation or suspension of the disclosure request or any other appropriate solution in order to protect the Confidential Information. In any case, the User shall consult in good faith with the Company in order to limit or avoid any disclosure to a third party and obtain appropriate guarantees from the latter. In any event, the User is not allowed to disclose more Confidential Information than is legally required or necessary.

2.5. The Company decides freely and, in all discretion, whether it makes the Confidential Information available to the User and which part of it. Given the provision of certain Confidential Information, the



Company is not obliged to communicate to the User other information of any nature, nor to correct or update the Confidential Information that was already communicated.

2.6. Any meeting between the parties with regard to the Discussions, the Project or the Offer shall be held in the presence of or with the authorization of the persons referred to above. For each meeting, minutes will be written in which the transmission or use of Confidential Information shall be reported, and these minutes will be submitted to the persons referred to above for approval.

Article 3 Intellectual Property

3.1 The intellectual property rights on all Confidential Information that the Company discloses to the User under this Agreement belong, subject to the rights of third parties, to the Company.

3.2 The disclosure of Confidential Information by the Company to the User shall in no way be interpreted as conferring to the User, expressly or implicitly, directly or indirectly, any right of ownership or use (under the terms of a license or by any other means such as patent, business secret, trademark or copyright) over the materials, data or inventions to which the Confidential Information relates.

Article 4 Information Security

4.1 The User shall comply with all reasonable security measures issued by the Company, apply them with diligence and professionalism and impose them as mandatory on any employee, servant or representative.

4.2 The User is personally liable to the Company for any disclosure of Confidential Information by an employee, servant or representative.

Article 5 Personal data

If the receiving party is required to process personal data of the sending party, it will ensure strict compliance with the legal obligations imposed by the GDPR or any relevant legislative amendments. If necessary, it shall sign a document known as the "Appendix to the Data Protection 2018 contract", at the issuing party's first request.

Article 6 Restitution of data

The User shall return, at his/her own expense, upon termination of his/her collaboration with the Company, any document in his/her possession, on computer or other medium, in which Confidential Information is stored or whose content is based on Confidential Information, as well as any copy which, where applicable, would have been made, or shall totally and definitively destroy them provided that the Company expressly authorizes it to do so.

Article 7 Freedom of contract



6.1 The signing of this Agreement does not entail the obligation to sign a contract afterwards. If the discussions or negotiations fail for any reason, neither party shall be entitled to claim damages from the other party and each party shall bear its own expenses. The parties remain free in this regard.

6.2 This confidentiality Agreement reflects the will of the parties and prevails over all prior communications, agreements and understandings relating to the same matter. The provisions of this Agreement may be modified, amended or repealed only by a written certificate duly drawn up by both Parties.

Art. 8 Penalty clause

In the event of a breach of this Agreement that the Company demonstrated by any legal means, the User acknowledges that the Company will suffer significant damage whose exact amount may be difficult to prove, and agrees to be liable to the Company for a fine of EUR 25 000 per infringement, without prejudice to any additional damages to compensate for the full damage suffered.

Art.9 Dispute resolution and applicable law

8.1 Any dispute between the parties concerning this Agreement shall first be raised in good faith between the parties in order to come to an amicable solution. However, if no amicable solution is reached within 45 days after the party in default has been notified, the dispute will be brought before the Courts of Liège, Belgium.

8.2 This Agreement is governed exclusively by Belgian law.

Art. 10 Duration

This Agreement shall enter into force upon signature of this document.
It shall remain in effect for a period of 5 years after the end of the collaboration between the parties.

Drawn up in two original copies, each Party acknowledging receipt of their own.

Read and approved,

The User, **For the Company,**
ETHIAS

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Date: ././.... Date: ././...