

NON-DISCLOSURE AGREEMENT
(hereinafter the “**Agreement**”)

BETWEEN:

DEFENSE CONSEIL INTERNATIONAL, a “Société Anonyme” governed by French law, with a share capital of 19 215 000 euros, having its registered office located at Immeuble Arc Ouest, 27-29 rue Leblanc, 75015 Paris,

hereinafter referred to as “**DCI**”,

ON THE ONE HAND,

AND

[COMPANY NAME], **[Company form]**, governed by **[jurisdiction]** law, with a share capital of **[amount]** **[currency]**, having its registered office located at **[address]**, incorporated at the trade and companies register under number **[number]**, represented by **[name]**, acting as **[title]**, duly authorised for this purpose,

hereinafter referred to as “**Receiving Party**”,

ON THE OTHER HAND,

DCI and the Receiving Party are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- The Parties wish to enter into discussions in the frame of the consultation launched by DCI for **the supply of airborne ISR means** (the “**Consultation**”).
- The purpose of this Agreement is to permit the disclosure by DCI to the Receiving Party of confidential information and the protection of such information by the Receiving Party.

NOW IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITION OF CONFIDENTIAL INFORMATION

In this Agreement, “**Confidential Information**” means any and all proprietary and/or confidential and/or sensitive commercial, legal and/or technical information disclosed by DCI to the Receiving Party, whatever the subject (technical, industrial, financial, commercial...), the nature (know-how, methods, processes, technical or installation details...), the form (written or printed documents, CD Rom, samples, models, drawings...) and the mode of transmission (written, oral, computer, including networks and/or electronic mail), in relation to or in any way connected with the Consultation, without need for DCI to confirm the confidential nature of the information disclosed.

ARTICLE 2 – OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party hereby undertakes, for the duration of the Agreement and until the end of a period of five (5) years following expiration or termination of the Agreement, that the Confidential Information shall:

- a) be protected and kept strictly confidential and treated with at least the same degree of care and protection as it uses to treat and protect its own Confidential Information of like importance.
- b) be disseminated only to its employees having a demonstrable need to know such Confidential Information for the need of the Consultation, provided that such persons undertake in writing to comply with the same confidentiality obligations as provided herein.
- c) not be used, in whole or in part, for purposes other than relating to the Consultation; without the prior written authorisation of DCI;
- d) not be disclosed, either directly or indirectly, to any persons or entities other than those mentioned in b), without the prior written authorisation of DCI.

ARTICLE 3 – LIMITS TO OBLIGATIONS ON THE RECEIVING PARTY

The obligations contained in Article 2 above shall not apply to Confidential Information:

- a) which was in the public domain at the time of disclosure or becomes part of the public domain after disclosure otherwise than through a breach of the Agreement by the Receiving Party, or
- b) for which the Receiving Party can provide documentary evidence that it was in its lawful possession prior to disclosure by DCI, or
- c) which was lawfully and bona fide received thereafter by the Receiving Party from third parties without fault of the Receiving Party and without restriction or breach of the Agreement, or
- d) for which the Receiving Party can provide documentary evidence that it was independently developed in good faith by its employees who did not have access to the Confidential Information, or
- e) which was used or disclosed with the prior written authorisation of DCI, or
- f) which must be disclosed by reason of a governmental or judicial order or applicable law or the rules or regulations of any relevant regulatory body. In such case, the Receiving Party, who has received such an order or has been subject to such applicable law or rules or regulations, shall inform DCI of its obligation to disclose Confidential Information prior to such disclosure. If DCI wishes to counter such order or applicable law or rules or regulations, should there be any procedural possibility thereto, the Receiving Party shall assist DCI in doing so.

ARTICLE 4 – INTELLECTUAL PROPERTY

Transmission of Confidential Information by DCI to the Receiving Party under the Agreement shall not be construed as expressly or impliedly granting the Receiving Party any Intellectual Property right (under any license or any other means) in respect of any drawings and models, inventions, patents, software or ideas in relation to such Confidential Information, nor as a disclosure under patent law.

The Confidential Information and the Intellectual Property right over the Confidential Information belong in any case to DCI, subject to the rights of third parties.

ARTICLE 5 – DATA PROTECTION

The Parties undertake to (i) comply with the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data as from its application date, as well as comply with (ii) any applicable regulations related to the processing of personal data in force during the term of this Agreement (collectively the “Data Protection Legislation”). In particular, the Parties undertake to:

- (i) exchange personal data only if necessary for the strict purpose of the Consultation and only to the extent that such personal data was lawfully and legitimately collected and processed.
- (ii) ensure that they have duly informed the interested natural persons in accordance with the Data Protection Legislation and, when required, ensure that they have obtained a valid consent from the interested natural persons notably on the processing of the personal data by the Parties for the need of this Agreement.
- (iii) process the personal data only for the strict purpose of the Consultation and in accordance with this clause.
- (iv) not transfer, and ensure that its subsidiaries, as the case may be, shall not transfer, personal data to any third party outside the European Union without the prior written approval of the interested natural persons and/or of the Party who disclosed such personal data.
- (v) adopt appropriate technical and organizational security measures in order to ensure an adequate level of protection of the processed personal data; and
- (vi) give access, correct, erase, destroy the personal data when such data will no longer be necessary to perform the Consultation, upon request of the interested natural person and/or upon request from the Party who disclosed such personal data.

ARTICLE 6 – ETHICS

The Receiving Party represents and warrants that neither it, nor any person under its responsibility or acting on its behalf or in its name:

- has agreed or will agree to offer any remuneration, payment or benefit of any sort which constitutes or might constitute according to regulations applicable to the contract and/or to the Parties, an act or attempt of corruption or influence peddling, whether directly or indirectly, with a view to the award and/or execution of a contract (hereafter "Acts of Corruption"). The Receiving Party shall ensure that an enquiry will be held with care in the event of proof or suspicion relating to the commission of an Act of Corruption and this will be notified to DCI ;
- has been prohibited from responding to calls for tender, contracting or being in business on the basis of an Act of Corruption whether proven or presumed.

The Receiving Party represents and warrants:

- that it and all persons under its responsibility or acting on its behalf or in its name know of and comply with all legislation and regulations relating to anti-corruption applicable to them.
- that it has implemented all rules and procedures enabling it to comply with the said legislation and regulations. Proof of the existence of said rules and procedures will be provided to DCI upon request.
- that it has implemented appropriate rules and procedures aiming to prevent itself and persons under its responsibility or acting in its name or on its behalf from committing an Act of Corruption. Proof of the existence of said rules and procedures will be provided to DCI upon request.
- those records relating to its activities, including accounting documents, are held and kept in such a way as to guarantee their integrity.

The Receiving Party warrants that it has read DCI’s Compliance guidelines available on its website:

<https://groupepci.com/content/uploads/2021/08/2021-Compliance-guidelines-V4-Externe.pdf>

In the event of any breach of the above obligations by the Receiving Party, DCI shall be entitled to immediately terminate the Agreement and/or to claim damages.

ARTICLE 7 – RETURN OF CONFIDENTIAL INFORMATION

The Receiving Party undertakes to return to DCI the Confidential Information that is in a tangible form, upon simple request from DCI, within a maximum period of fifteen (15) calendar days. Confidential Information embodied in electronic format must be deleted, except when the Receiving Party is required to keep one copy of documents disclosed by DCI for the purpose of complying with any applicable statutory and/or regulatory requirements.

ARTICLE 8 – DURATION OF THE AGREEMENT

The Agreement shall be valid and binding during two (2) years as from its signature by the Receiving Party.

ARTICLE 9 – ASSIGNMENT

The Receiving Party shall not assign or transfer its rights and/or obligations pursuant to the Agreement without the prior written consent of DCI.

ARTICLE 10 – ENTIRE AGREEMENT

The Agreement contains the complete and entire understanding between the Parties on the subject matter hereto and supersedes all discussions, proposals, understandings or agreements, oral or written, relating to the subject matter hereof.

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, it shall be deemed not to affect or impair the validity of the remaining provisions and each paragraph and sentence of this Agreement is hereby declared to be a separate and distinct provision.

ARTICLE 11 – GOVERNING LAW AND SETTLEMENT OF DISPUTES

The Agreement shall be governed by and construed in all respects in accordance with French Law.

Any dispute, claim or controversy arising out of or in connection with the Agreement, including any questions regarding its existence, validity or termination, which cannot be amicably settled, within a period of one (1) month from the occurrence of the dispute, shall finally be settled by the Paris commercial court (“Tribunal de Commerce de Paris”).

The Agreement is executed in two (2) originals.

COMPANY
[Name]

[Title]

Date:

Signature: