



TWO-WAY CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made 11-10-2019

BETWEEN:

« Party A »	MIL'S SAS a company incorporated in France, Registration number 32721893900079 , Whose registered/principal office is at 15 rue de Genève, 69746 GENAS, FRANCE
« Party B »	MIL'S customer

WHEREAS

Party A and Party B are the proprietors of confidential and valuable information and the Parties wish to exchange such information in connection with the Purpose defined below. The Parties are willing to disclose such information to each other on the terms and conditions set out herein.

IT IS AGREED as follow:

1. CONFIDENTIALITY

- 1.1. In consideration of Party A supplying Party A information to Party B, Party B acknowledges that the Party A information which it receives or has received from Party A or its agents prior to signing this Agreement will be treated as strictly confidential.
- 1.2. In consideration of Party B supplying Party B information to Party A, Party A acknowledges that the Party B information which it receives or has received from Party B or its agents prior to signing this Agreement will be treated as strictly confidential.
- 1.3. The provisions of this Agreement shall not apply to any information which:
 - 1.3.1. is by reasonable proof already in the possession of the receiving Party as at the date of this agreement; or
 - 1.3.2. is or becomes public knowledge other than by default on the part of the receiving Party, or its officers, employees or professional advisers; or
 - 1.3.3. is lawfully obtained by the receiving Party from a third party having no duty of confidentiality to the disclosing Party in respect of the information.

2. USE OF INFORMATION AND ENFORCEMENT

- 2.1. The Party A Information is and shall remain in the property of Party A and shall only be used by Party B for the Purpose, and Party B Information is and shall remain in the property of Party B and shall only be used by Party A for the Purpose. This Agreement and the provision of information does not otherwise grant or imply any right or license to use information.
- 2.2. Party A may provide information to Party B in the form of password protected and/or encrypted electronic files. Such information includes, but is not limited to, technical drawings or documents containing sensitive information.

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3. DISCLOSURE OF INFORMATION

3.1. Unless otherwise required by law (and only then, where permitted, after consultation with, and complying with the reasonable requirements of, the other Party):

3.1.1. neither Party shall, without the prior written consent of the other Party, disclose to any person the existence or contents of this Agreement or the existence or progress of any discussion relating to the Purpose; and

3.1.2. a receiving Party shall not, without the prior written consent of the disclosing Party, disclose to any other party any Party A Information or any Party B Information, as the case may be, which the receiving Party has received from the disclosing Party or its agents,

The receiving Party will be liable for any breach by such persons to whom it has disclosed such information under the terms of such confidentiality obligations.

3.2. Each Party will protect the information disclosed to it from unauthorized use or disclosure to third parties with at least the same degree of care (but no less than a reasonable degree of care) as it applies to its own confidential information.

4. RETURN OF INFORMATION

At the disclosing Party's request, the receiving Party shall immediately return to the disclosing Party any information disclosed to the receiving Party and shall at the disclosing Party's option destroy or return to the disclosing Party all copies, notes, summaries, transcriptions and records.

5. DURATION

This agreement shall commence on the date hereof and shall terminate on at the end of the Term (31/12/2020); this shall not affect the liability of either party after termination arising from breaches during the period of this Agreement.

6. COMPLIANCE WITH LAWS

Each Party shall comply with any privacy or other laws which are applicable to any information disclosed to it under this Agreement.

7. GOVERNING LAW, COUNTERPARTS AND AMENDMENTS

7.1. This Agreement shall be governed in all respects by the laws of the state and country of incorporation of Party A and the parties agree to submit themselves to the exclusive jurisdiction of the courts of that state and country.

7.2. This Agreement may be signed in one or more counterparts.

7.3. No modifications to this Agreement will be binding unless in writing signed by both Parties.

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