

## CONFIDENTIALITY AGREEMENT

Between

**Compagnie Plastic Omnium SE**, a European company registered and organized under the laws of France with a registered address at 19 Avenue Jules Carteret, 69007 Lyon, duly represented by par Félicie Burelle, Managing director

hereafter referred to as “Plastic Omnium”,

on the one hand

and

.....a company registered and organized under the laws of .....  
with a registered address at ..... duly represented by

hereafter referred to as “COMPANY”,

on the other hand

Plastic Omnium and COMPANY being hereinafter referred to singly as a “Party” or collectively as the “Parties”.

Whereas Plastic Omnium is specialized in sustainable mobility for the automotive industry and has organized a call for innovative projects in the field of the Future of Energy for Mobility and is organizing meetings to select the three (3) winning projects.

Whereas COMPANY has submitted a project (the “Project”), will participate to the selection process and, if selected, will awarded with a financial contribution from Plastic Omnium (whose amount will be discretionary decided by Plastic Omnium) and could benefit from a dedicated coaching to move forward on the research and development of the Project in accordance with the presentation to the jury for six (6) months and will cooperate with Plastic Omnium and other participants as the case may be to implement the Project over the above-mentioned initial period of six (6) months.

Whereas the Parties wish to mutually disclose and/or give access to certain confidential and proprietary information, including but not limited to financial, business and operating information and trade secrets necessary for the Parties to assess and implement the Project.

Whereas the Parties wish to define in this agreement (the “Agreement”) the terms and conditions of the disclosure by either Party to the other of confidential information.

## **THE PARTIES HAVE AGREED AS FOLLOWS:**

1. In this Agreement the term "Confidential Information" shall mean all financial, commercial, technical, operational, staff, management, marketing and other information, relating to the business activities of either Party including but not limited to equipment, products, parts, files, plans, drawings, samples, software, research, analysis, know-how, secrets or inventions, specifications which may be supplied orally or in writing or in any other form by either Party to the other prior to or after the execution of this Agreement. The Term "Confidential Information" shall also include the existence and terms of this Agreement.

In this Agreement the term "Affiliate(s)" means, in relation to a Party, any person (whether an individual or entity) that directly or indirectly controls, is controlled by or is under common control with, that Party. For purposes of this definition, "control" means the beneficial ownership of more than fifty percent (50%) of the issued equity of an entity or the legal power (including by contract) to direct or cause the direction of the management of the entity.

In this Agreement the term "Representatives" means, in relation to a Party, such Party's Affiliates and such Party's and its Affiliates' officers, directors, employees, and/or agents (including attorneys, accountants, consultants and financial advisors).

2. In consideration of the receipt of the Confidential Information, each Party receiving the Confidential Information (hereafter referred to as the "RECIPIENT") agrees to maintain all Confidential Information of the other Party (hereafter referred to as the "DISCLOSING PARTY") in secrecy and in strict confidence and not to disclose it to any third party using at least the same degree of care as is used to protect its own proprietary and confidential information and in any event no less than a reasonable standard of care . The RECIPIENT shall only disclose the Confidential Information of the DISCLOSING PARTY to those of its and its Representatives who require the same for the purpose of evaluating and implementing the Project (the "Purpose") on a need-to-know basis. The RECIPIENT shall not make nor authorize the making of any copies of the Confidential Information nor any part thereof except where such copies are strictly necessary for the Purpose. The RECIPIENT shall ensure the compliance by its Representatives with the terms and conditions of this Agreement and shall be jointly and severally liable for any breach by its Representatives.
3. In addition, the RECIPIENT agrees that all Confidential Information of the DISCLOSING PARTY shall be the sole property of the DISCLOSING PARTY and agrees to use all Confidential Information solely for the purpose of the Project specified above and only in a manner consistent with such Project
4. The RECIPIENT agrees not directly nor indirectly, decompile, disassemble, alter, cut, remove, tear apart, analyse, imitate, copy, produce, manufacture, reverse engineer with the Confidential Information of the DISCLOSING PARTY or its products.

5. The RECIPIENT further agrees that all Confidential Information of the DISCLOSING PARTY in tangible form (including but not limited to drawings, plans, specifications and written information) and any copies made thereof or other documents reproducing or generated from such Confidential Information shall be promptly returned to the DISCLOSING PARTY or destroyed upon request and at the latest upon termination of this Agreement for whatever cause. Notwithstanding the foregoing, the RECIPIENT and its Representatives may retain Confidential Information in accordance with their internal retention policies and procedures for legal, compliance or regulatory purposes, provided that the provisions of this Agreement shall continue to apply to any Confidential Information retained by the RECIPIENT and its Representatives pursuant to this Article 5.
6. The obligations set forth herein in paragraphs 2 and 3 shall not apply to any information which the RECIPIENT can demonstrate:
  - (a) is directly accessible to the public at the time of disclosure to the RECIPIENT or its Representatives; or
  - (b) becomes directly accessible to the public after disclosure to the RECIPIENT except where such accessibility is the result of breach by the RECIPIENT or its Representatives of this Agreement; or
  - (c) prior to the time of receipt from the DISCLOSING PARTY or its Representatives, was already in the possession of the RECIPIENT lawfully prior to disclosure to the RECIPIENT; or
  - (d) is lawfully disclosed to the RECIPIENT or its Representatives by a third party; or
  - (e) is at any time developed by the RECIPIENT or its Representatives independently of any such disclosure from the DISCLOSING PARTY without violating any of the obligations hereunder, provided the person or persons developing the same have not had access to the Confidential Information of the DISCLOSING PARTY.

If the RECIPIENT is required to disclose pursuant to an order or subpoena of a Court, a governmental or regulatory authority, having jurisdiction over the subject matter, to the extent permitted by law, the RECIPIENT shall use all reasonable endeavors to give as much notice of this disclosure as possible that shall be at least fifteen (15) days' prior written notice to the DISCLOSING PARTY so the DISCLOSING PARTY may seek a protective order.

The exceptions mentioned above shall be limitedly and strictly construed. The fact that any Confidential Information may be combined or included in more general information falling under those exceptions shall not be sufficient unless such Confidential Information by itself falls under such exceptions.

7. No licence under any of the DISCLOSING PARTY intellectual property rights (including patent rights, copyrights and rights in Confidential Information and/or

Know-how) is granted to the RECIPIENT hereby beyond that necessary to enable the DISCLOSING PARTY to use the Confidential Information for the purpose of the Project.

8. Nothing in this Agreement shall be construed as compelling either Party to disclose any Confidential Information or imply any obligation on the part of either Party to conclude any agreement with the other Party in respect of the Project. Each Party shall bear its own costs in relation to the Project contemplated herein irrespective of the outcome of such discussions and neither Party shall be entitled to claim damages or reimbursement of costs if the Project is not completed and definitive agreements not executed.
9. Either Party shall be entitled to equitable relief, including seeking a restraining order, injunction and specific performance, in the event of any breach or threatened breach of the provisions of this Agreement by the other Party or its Representatives in addition to any other remedy available to it under applicable law. The Party seeking to obtain such restraining order or injunction to prevent irreparable harm from being done through the disclosure of its Confidential Information shall be entitled as an exception to paragraph 12 to apply for such emergency measure at its choice either in the courts referred to in paragraph 12 or in the courts having jurisdiction over the registered office or assets of the other Party.
10. This Agreement shall come into force upon its signature by both Parties and shall be valid for a period of one (1) year. Expiry or termination of this Agreement shall not affect the obligations of either Party in respect of the Confidential Information as set forth in paragraphs 2 and 3 which shall remain in full force and effect for a period of five (5) years thereafter to the exception of Confidential Information qualifying as trade secrets under French trade secret law n°20187-670, in which case the obligations and responsibilities of the Parties shall remain full in force and effect until the Confidential Information no longer constitutes a trade secret under said law.
11. Each Party represents and warrants to the other Party that: (a) it is a body corporate duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, (b) it has performed all corporate actions and received all corporate authorizations necessary to execute and deliver this Agreement and to perform its obligations hereunder, (c) upon execution and delivery, this Agreement is valid, binding and enforceable on such Party in accordance with its terms, (d) the representative signing on behalf of such Party is duly authorized to execute and deliver this Agreement on behalf of such Party, and (e) such authorized representative's signature on this Agreement is sufficient to bind such Party to perform in accordance with the terms and conditions contained in this Agreement.

All Confidential Information is provided "AS IS" and without any warranty of any nature or any kind, express, implied or otherwise, regarding its accuracy, completeness, performance, non-infringement or its merchantability or fitness for a particular purpose, unless otherwise set out in a separate agreement signed by the Parties.

12. This Agreement shall be construed and enforced in accordance with the Laws of France without regard to any choice of law rules. The parties also irrevocably consent to the exclusive jurisdiction of the Paris Judicial Court (“Tribunal Judiciaire de Paris”). Each Party shall consent to such court being proper venue for such lawsuit and waives any right it may have to object to such court being improper venue.
13. Any notice or other communication required to be given by any Party under this Agreement shall be deemed to have been adequately given if in writing and either delivered personally or sent by a recorded international courier (DHL or other) or registered post with acknowledgement of receipt to the address of the other Party as set forth below.
14. This Agreement may be executed in one or more counterparts, each of which is deemed as an original but all of which together shall constitute a single instrument.

For COMPAGNIE PLASTIC OMNIUM  
SE

For

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Name: FELICIE BURELLE

Position: Managing Director

Date:

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Name:

Position:

Date: