

<b>PROCESSUS :</b>	WRO	<b>CODE :</b>	WW0152	<b>INDICE :</b>	E
<b>EMIS PAR :</b>	Christophe L'Haridon	<b>LE :</b>	2019-04-29	<b>PAGE :</b>	Page 1 sur 1
<b>CONFIDENTIALITE :</b>	Interne				

A l'émission de l'enregistrement, s'assurer que le support utilisé est au dernier indice. N° :

This Agreement, is made between:

PCM EUROPE SAS, a French private company with a capital of 44 223 806 €, and a registered office 6, Boulevard Bineau, 92300 LEVALLOIS PERRET, - France, and its affiliates, represented by Mr. Bertrand LE PODER in his quality of Group Purchasing Manager, hereinafter "PCM" or "Party "

And

.....a company with a capital of ..... and a registered office at ..... ,  
 represented by Mr. .... in his quality of....., hereinafter "....." or « Party »

**WHEREAS :**

The context is  
 .....  
 .....  
 .....

**NOW IT IS HEREBY AGREED AS FOLLOWS :**

1.- By Confidential Data, the Parties mean:  
 - all written information marked "Confidential" or similarly - on any type of medium and in particular any document, data, study, letter, draft, plan, diagram relating to the Object or to the Parties, in particular the activities, strategy, products, facilities, discussion reports, plans, computer data flows, emails, projects, know-how, techniques, research and/or development activities, contracts, information concerning personnel or customers, suppliers of the Parties and/or all or part of the Group to which they belong;  
 - the content and/or existence of this agreement and the ongoing negotiations.

2.- Is not considered Confidential Data under the terms of this agreement:  
 - Data that is generally in the public domain on the day this agreement is signed, or that may become so by no fault or act of the Parties,  
 - information already in the possession of a Party on the date such information is communicated and if the Beneficiary can provide proof of such prior personal possession.

3. The Parties will exchange Confidential Data under the terms of this agreement for a limited time period of 12 months starting from the EFFECTIVE DATE.

4.- The Parties acknowledge that the Confidential Data is only communicated to them in the sole context of the negotiations mentioned in the preamble to this agreement. Consequently, the Parties undertake:  
 - To keep all Confidential Data strictly secret and, specifically, never to disclose or communicate, directly or indirectly, by any means whatsoever, all or part of the Confidential Data to anyone, without the other Party's prior written authorization.  
 - Not to use the Confidential Data in full or in part for any purpose or activity other than to allow the Parties to fulfil their obligations in the context of providing the Services agreed by the Parties.  
 - Not to replicate the Confidential Data in full or in part.  
 - Not to make a full or partial copy of the Confidential Data without the concerned Party's prior written consent.

5.- The Parties may only reveal the Confidential Data to their employees or suppliers who have a need to know in order to provide the Services agreed by the Parties. In that case, the Parties will take all necessary steps to ensure that providers with access to the said Data sign an undertaking using terms similar to those of this agreement. The Parties will also ensure that their employees respect their obligations under this agreement.

6.- The Parties undertake to take all necessary steps to ensure compliance with all the obligations incumbent on them under this agreement. The Parties undertake to take all necessary steps to ensure compliance with all the obligations incumbent on them under this agreement.

In particular, the Parties agree not to remove Confidential Data from the premises of the Party concerned, without the latter's prior written consent.

They agree to inform the Party concerned forthwith of any event likely to prevent them from meeting their obligations (such as the theft or loss of documents, etc.).

They undertake to return all Confidential Data, particularly any materials, documents, data, studies, letters, projects, plans, schemas, notes and copies thereof, regardless of content or form, to the other Party at first request.

7.- This agreement shall expire five years after the date the present contract is signed (referred to as the "EFFECTIVE DATE"), or when all the Confidential Data falls into the public domain by no fault or act of either Party not concerned by the Confidential Data before the expiration of this period of five years.

8.- PCM has the right to assign, convey or transfer freely, at any time, all or part of its rights and obligations from this contract or any benefit or interest thereunder, to its subsidiaries, affiliates or affiliated or any company directly or indirectly controlled by PCM, without the prior consent of the other party to this contract, particularly in cases of merger, absorption, spin-off, sale.

9.- French law shall govern the interpretation and performance of this agreement. The Parties expressly agree that the Nanterre Commercial Court shall have sole competence to decide any dispute arising in the interpretation or performance of this agreement.

Company: PCM

	Yes	No
PCM original document modified (« x ») ?		X

Name: Bertrand LE PODER  
 Representative for: Group Purchasing Manager  
 Date:  
 Signature:

Company:  
 Name:  
 Representative for:  
 Date:  
 Signature: