



Code of Conduct on Confidentiality

You are planning to share personal and confidential with us through our website. We understand that sharing online data related to you and your project requires significant confidence from your side. We take this confidence very seriously and data security and confidentiality is a top priority for us. The present code of conduct on confidentiality applies to all the data shared by the Entrepreneur (the Releasing Party) and collected via our website www.bio4ward.com, and made available to Bio4ward (the Receiving Party).

Bio4ward is a trademark owned by KILOWATERS, SARL with 80.000 Euros capital, with registered office at 87, quai de Queyries, 33100 Bordeaux, registered to the Bordeaux RCS (French Register of Trade and Companies) under the number B 537 569 949, represented by Mister Stéphane MILOT, Managing Director.

PURPOSE

1 The Releasing Party shares Confidential Information with the Receiving Party within the framework of a preliminary project diagnosis and to start discussions which could potentially lead to one or several consulting missions by the experts from the Bio4ward network.

CONFIDENTIALITY

2 The "Confidential Information" includes in particular the existence of the Project and its follow-up, any information, knowledge, documents or data of any nature, including intellectual, technical, scientific, contractual, financial, economic and/or commercial, shared by the Releasing Party to the Receiving Party or brought to the attention to the Receiving Party, before or after the signature of any agreement, in any format, in written or oral form, by any means including without limitation all documents, samples, models, drawings, graphs, or any other disclosure form, including magnetic, optical, or electronic. Confidential data are defined as data that are not in the public domain.

BIO4WARD commits to

3 use the Confidential Information only to assess the Project, and not use, directly and/or indirectly, the Confidential Information for any commercial, financial, technical, legal purpose and/or in any way that could lead to a prejudice of the Releasing Party and/or to its representatives and/or to not confer an advantage from whatsoever form versus the Releasing Party

4 not disclose the Confidential Information entirely or partially to a third party;

5 disclose the Confidential Information only to its advisors, representatives, employees, which involvement for the Project assessment would be required and who will be bound by a confidentiality agreement with the same conditions as those including in this document;

6 not contact, directly and/or indirectly: corporate officers and employees from the Releasing Party, distributors and clients, without having obtained a prior written consent from the Releasing Party.

7 take all required measures to make sure such code of conduct on confidentiality is respected by its advisors, representatives or employees who would access the Confidential Information;

The above-mentioned confidentiality obligations and limited use will cease to apply to the Confidential Information:

8 which were in the public domain before their disclosure or communication, or which have fallen into the public domain after this date, without breaching this agreement or,

9 which were notoriously known by the Receiving Party before their communication by the Releasing Party,

10 which were communicated and were made available to the Receiving Party by a third party without confidentiality obligation or,

11 which were developed independently by employees or experts from the Receiving Party without having access to the Confidential Information or,

12 which disclosure comes from an administrative authority or by a law setting, decree, regulation or final court decision, in such case only for the Confidential Information related to such disclosure obligation. In such case, the Receiving Party commits to use its best efforts to inform the other Party prior any disclosure.

INTELLECTUAL PROPERTY

13 The shared Confidential Information will remain the exclusive property from the Releasing Party. The transmission of the Confidential Information to the Receiving Party will not be considered or interpreted as conferring a property right whatsoever or a license to use the Confidential Information, whether for commercial use, or any other use.

DURATION AND TERMINATION

14 For the Confidential Information communicated by the Releasing Party before the agreement signature, except if they have entered the public domain at this date, the confidentiality obligations will continue to apply for a duration of two (2) years after communicating the information.

15 Provided the Parties enter an agreement following the project diagnosis, a bilateral confidentiality agreement will be signed by the Parties before starting the mission.