

Non Disclosure Agreement - File « BRIOCHE »

Surname, first name: .....

domiciled at .....

Email address ..... Mobile.....

(possibly) representing the company .....

Enterprise number..... Registered office .....

The undersigned is interested in a potential acquisition of the business or the shares of the company or of the companies covered by this File (hereafter the Issuer) and accompanied by FB Transmission.

1. The following information and documents relating to the companies or individuals linked to the above-mentioned File are considered Confidential Information:
  - a) the very principle of the proposed sale or acquisition and more generally the entire negotiation process;
  - b) annual accounts, notes thereto, interim accounts, forecasts and business plans;
  - c) analyses, reports, studies, works, offers or other documents obtained in connection with the File, the strategy of the Issuer or the market in which he operates;
  - d) trade and industrial secrets, technology, software, know-how, customers, trademarks and other intellectual property rights belonging to the Issuer;
  - e) names and contact details of the Issuer's staff, suppliers and customers; whatever their nature or form (paper, electronic, verbal or other).
  
2. All Confidential Information is and remains the property of the Issuing Party. In relation to such Confidential Information, the undersigned undertakes to :
  - a) not to divulge or use it, except for the exclusive purpose of carrying out the operation covered by this agreement (study of the business transfer file);
  - b) to take the same precautions as those taken for the protection of its own confidential information or, at least, to take all precautions likely to achieve the purpose of this undertaking of confidentiality;
  - c) take all appropriate steps with persons working under its authority or on its behalf, including staff members or external advisers, to ensure that the obligations of this Agreement are met;
  - d) not to file in his name or have filed in the name of third parties any application for industrial or intellectual property rights related to the company or Confidential Information that falls within the scope of this agreement;
  - e) to return such applications without delay and without keeping copies thereof, should FB Transmission so request, provided that such applications pertain to the Confidential Information;
  - f) not to conclude the acquisition of the present business, directly or through an intermediary, without going through FB Transmission.
  
3. This confidentiality undertaking shall be valid for a period of 24 months from the last contact between the parties to this agreement. The prohibition to disclose Confidential Information shall not apply if such disclosure is required by law, regulation, court order or order of an administrative authority. All necessary steps will be taken in such cases to limit the extent of such disclosure to what is strictly required by such law, regulation, court order or administrative order.
  
4. This agreement is subject to Belgian law. Any dispute arising from its validity, interpretation or execution shall be under the exclusive jurisdiction of the Company Court of Hainaut (Tribunal de l'Entreprise du Hainaut), division of Tournai.

Done at ....., the .....

Signature (preceded by the words "Read and approved").