**MUTUAL NON-DISCLOSURE AGREEMENT**

**Between**

**XXXXXXXX**, a company organized under the laws of XXXXXX, having its registered XXXXXXXXXXXXX, represented by[……………………], duly authorised for the purposes hereof

hereinafter referred to as “the Signatory”, first party,

**and**

SUCRECUBE Technologies Register as of 1st October 2022, under no. R.C.S. PARIS 501 727 853 00027, having Tax Number: FR39501727853, represented by Mr. Koichi SATO, duly authorised for the purposes hereof, and hereinafter referred to as “Sucrecube”.

The Signatory and SUCRECUBE are individually referred to as “the Party” and together as “the Parties”.

After having formally acknowledged their respective areas of expertise and resources, the Parties contacted each other with a view to their possible cooperation.

As such, they will exchange information, the confidentiality of which they intend to protect.

**WHEREFORE, THE PARTIES HAVE EXPRESSLY AGREED AS FOLLOWS:**

ARTICLE 1 – EXCHANGE OF CONFIDENTIAL INFORMATION

The purpose of this agreement (hereinafter “Agreement”) is to define the conditions under which the confidentiality of the Confidential Information, as defined in Article 2 and exchanged between the Parties, will be protected.

ARTICLE 2 – DEFINITIONS

In this Agreement, the terms below are defined as follows:

* "Sending Party" means the Party sending the Confidential Information.
* "Receiving Party" means the Party, his affiliates, the representatives and the affiliates of the representatives receiving the Confidential Information.
* “Confidential Information ”means any information of any type whatsoever, regardless of its form, including any written document, thesis, copy, report, paper, study, analysis, drawing, letter, electronic listing, digital file, software program, specification, data, graph, diagram, sound recording and/or image reproduction:

- established in written form and clearly designated as confidential by the Sending Party’s appropriate affixing of captions, seals or other visible written identifications, prior to disclosure, the confidential nature of which the Receiving Party cannot in good faith claim being unaware.

 The existence and content of this Agreement qualifies as Confidential Information.

* "Authorised Person" means any member of the staff of any of the Parties or their group companies needing to know the Confidential Information.
* “Representatives” means any member of the staff and the shareholders of the Parties and any member of the staff of the affiliates and the shareholders of the affiliates.

ARTICLE 3 – EXCLUSIONS

The Receiving Party shall not be held liable in case of communication or use of any Confidential Information if it can prove that the information:

- was in the public domain at the time of its communication or entered the public domain on a later date, other than by a breach of the provisions of this Agreement entered into by the Receiving Party,

- was known to the Receiving Party prior to its communication by the Sending Party,

- was received by the Receiving Party, from a source other than the Sending Party before or after its communication, without confidentiality restrictions,

- was developed by the Receiving Party prior to its disclosure and independently of any communication provided for in this Agreement,

- was disclosed in compliance with the Sending Party's prior written approval.

ARTICLE 4 –OBLIGATIONS OF THE PARTIES

The Receiving Party shall share the confidential information only with authorised person, shall keep and treat as confidential the Confidential Information received and shall, *inter alia*:

- treat this information as strictly confidential,

- protect the Confidential Information received, whether stored or being used, with the same degree of protection and precaution it grants to its own Confidential Information and, in no case, with less than a reasonable degree of protection and precaution,

- not copy, reproduce, draft in writing, etc., all or some of the Confidential Information, other than in a reasonable manner and for a purpose consistent with that of the Agreement. In this case, any copy, reproduction or written document shall be treated as the property of the Sending Party and shall be qualified as confidential by an appropriate caption,

- not communicate or transfer all or some of this Confidential Information to any third parties, unless it has received the Sending Party's prior written consent,

- not use the Confidential Information, whether directly or indirectly, for purposes other than those provided by this Agreement, for its own benefit, or for the benefit of a third party,

- not use the Confidential Information for commercial purposes other than the purpose of the communication,

- disclose this Information only to the Authorised Persons,

- take all measures necessary to ensure that the Authorised Persons will comply with the provisions of this Agreement; the Receiving Party will be held liable for the compliance with all provisions of the Agreement by the Authorised Persons.

The obligations provided by this Article will continue to be in force during five (5) years after termination of this Agreement for any reason whatsoever.

The Sending Party makes no representation as to the accuracy or completeness of the Confidential Information. The Receiving Party will be entirely liable for the use of the Confidential Information with no warranty whatsoever by the Sending Party on the result of such use.

At any time and without previous notice, the Sending Party may at its sole discretion change, adapt or cancel the design, features, functionalities, development, market launching date, or selling mode of any of its products or services, even in a case of conflict with the Confidential Information.

Under no circumstances the Parties will use any Confidential Information to the detriment of or to compromise the business or good reputation of the other party or to compete unfairly with the other party in respect of soliciting the services or employment of any employee of the other party, or soliciting any business of a customer or a customer prospect disclosed by a party or to which a party is given access information or as may otherwise result of receiving any Confidential Information or activities performed by the parties for the Agreed Purpose

ARTICLE 5 – EXPORTS

Each party shall comply with all applicable French, US, Japan and other export laws, regulations and rules and, in particular, will not export or re-export Confidential Information without the Sending Party’s prior written consent and without obtaining all required government licenses, approvals or waivers.

ARTICLE 6 - OWNERSHIP

This Agreement shall not be considered as recognising or representing any right of property on the Confidential Information, whether in the form of a license, patent, trademark, model, copyright, or any other right.

The Confidential Information and the copies or reproductions of it that would have been made are and shall remain the exclusive property of the Sending Party.

ARTICLE 7 – RESTITUTION

As soon as requested in writing by the Sending Party, the Receiving Party must send back to the Sending Party, or destroy, at the Sending Party's discretion, without any delay and, at the latest, thirty days from the request to do so, any Confidential Information and all of the copies or reproductions that would have been made.

In case of such a request, the Receiving Party must certify in writing to the Sending Party, within thirty days following the receipt of the request, that the request has been duly performed in compliance with the provisions of this Article.

ARTICLE 8 – LIMITS OF THIS AGREEMENT

The purpose of this Agreement or any effect thereby, is not to oblige the Parties to communicate any information or to enter into any other contractual relationship whatsoever.

ARTICLE 9 – TERM

This Agreement shall be effective as of the date hereof and shall continue in full force and effect for a period of three (3) years thereafter.

ARTICLE 10 – WAIVER

No failure to enforce any of his or its rights hereunder at any time or for any period of time by any Party shall be deemed a waiver thereof. No waiver of any of the rights of any Party contained herein or arising hereunder shall be valid unless in writing and signed by such Party to be charged with such waiver.

ARTICLE 11 – SEVERABILITY

If any provision herein in part or as a whole, is held to be unenforceable, invalid or illegal by any governmental entity or qualified as such, pursuant to any regulation or law currently in force, the Agreement or the remainder of the partially offended provisionshall not be affected or impaired thereby.

ARTICLE 12 – HEADINGS

Titles and Sections of this Agreement are for convenience of reference only and shall not affect the interpretation of the provisions of the Agreement.

ARTICLE 13 – ASSIGNMENT

The Agreement cannot be assigned, in part or as a whole, by one of the Parties without the other Party's prior written consent.

ARTICLE 14 – GOVERNING LAW AND ASSIGNMENT OF JURISDICTION

The Agreement is governed by French law.

The commercial court in Paris shall have exclusive jurisdiction to resolve any dispute or disagreement resulting from the performance of this agreement and that cannot be resolved amicably, even if there are multiple defendants or in the case of third-party proceedings, including summary or ex party applications for urgent or precautionary proceedings.

Done at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in two copies[[1]](#footnote-1),

**For : […………………………] For : SUCRECUBE Technologies**

**NAME : […………………………] NAME : Masami KOBAYASHI**

**Title : […………………………] Title : General Manager**

1. Signing and initialling of each page of the Agreement by the Signatories [↑](#footnote-ref-1)