

General terms of confidentiality (international)

Article 1 — Definitions and scope of the General terms of confidentiality (international)

1.1 The present General terms of confidentiality (international) cover the protection of confidential information and the use of trademarks.

1.2 Hereunder, “Eurexcem” refers to the “société par actions simplifiée” Eurexcem, having a share capital of 30490 €, based in Maule, France, registered under number 391 356 904 at R.C.S. Versailles; and “Party” refers either to Eurexcem, or to an other party to a contract designated in the Section 1.3 below.

1.3 The present General terms of confidentiality (international) are applicable when a contract with Eurexcem (hereinafter referred to as “the Contract”) indicates their applicability. In particular, the present General terms of confidentiality (international) are applicable to each contract resulting from the acceptance of an order by Eurexcem, when this order is governed by the “General terms of sale (international)” of Eurexcem.

1.4 The present General terms of confidentiality (international) are applicable as from 20 February 2020, up to their replacement by new General terms of confidentiality (international). No waiver or amendments to the present General terms of confidentiality (international) shall be effective unless accepted in a writing signed by a duly authorized officer of Eurexcem.

Article 2 — Confidential Information

2.1 In the present article, “Confidential Information” means any information, concerning technical matters, commercial matters or other subject matters, disclosed by a Party (the “Disclosing Party”) to another Party (the “Receiving Party”), in the conditions defined in Section 2.2, provided orally, and/or visually and/or in any other form including without limitation all written or printed documents, electronic documents, computer files, all samples, models, photographs, drawings and more generally all means for disclosing the Confidential Information which may be chosen by a Party.

2.2 The Disclosing Party shall designate the information disclosed to the Receiving Party as Confidential Information (a) by conspicuously marking the physical medium on which the information is disclosed with the word “CONFIDENTIAL” or the French word “CONFIDENTIEL”, or (b) in the case of an electronic document in the “Portable Document Format” (PDF) of Adobe by marking the file itself in such a way that at least one of these words conspicuously appears when the electronic document containing the information is opened using the intended software, or (c) in the case where (a) and (b) cannot be used, by informing the Receiving Party, at the time of disclosure, orally or otherwise, of the confidentiality of the information, and by later describing this information in detail, in a printed document or PDF electronic document marked according to (a) or (b), delivered to the Receiving Party within fifteen (15) days thereafter.

2.3 The obligations defined in Sections 2.4 and 2.5 do not apply to any information which the Receiving Party can show by written documentation:

- was already in the Receiving Party’s possession or control prior to the date of disclosure; or
- was already in the public domain at the time of disclosure or enters into the public domain through no improper act on the Receiving Party’s part or on the part of any of Receiving’s Party’s employees; or
- is rightfully acquired by the Receiving Party from a third party entitled to disclose the information; or
- is independently developed by employees of Receiving Party who had no access to or knowledge of the Confidential Information.

2.4 For a duration of 5 years, the Receiving Party agrees:

- not to disclose the Confidential Information to any third party; and
- to protect the confidentiality of the Confidential Information with at least the same degree of care as the Receiving Party would with its own confidential information of like importance, but no less than a reasonable degree of care; and
- to only use the Confidential Information for the purpose of the furtherance of the Contract; and
- to limit access to the Confidential Information only to the employees of the Receiving Party who have a need to know for the purpose of the furtherance of the Contract, to fully inform all such employees of the obligations of the Receiving Party under this Article 2, and to secure the agreement of all such employees to comply with these obligations.

2.5 At the request of the Disclosing Party, the Receiving Party shall promptly return all manifestations of the Confidential Information, including copies, reproductions or notes, except that the Receiving Party shall be allowed to keep one copy of written Confidential Information in its records for the sole purpose of ascertaining the Receiving Parties’s continuing compliance with the obligations of protection of confidentiality of this Article 2.

2.6 No proprietary rights, license or option whatsoever, related to any patent, patent application, copyrights or other proprietary rights now or hereafter owned or controlled by the Disclosing Party, is granted to the Receiving Party pursuant to this Article 2, or because of the disclosure of Confidential Information.

Article 3 — Confidentiality of the Contract

Each Party is allowed to disclose, including in advertising and Internet sites, the existence of the Contract, the identities of the Parties, the purpose of the Contract, the price indicated in the Contract, and the possible applicability of the present General terms of confidentiality (international).

Article 4 — Use of trademarks and names

4.1 The possibility that the name of a Party is also a trademark is without effect on the rights given by the Article 3.

4.2 No right whatsoever related to any trademark or name, other than the one defined in Section 4.1, is granted pursuant to the present General terms of confidentiality (international).