

## **PRIVACY**

### **1. Definitions:**

1.1 "Affiliate" means any entity which directly or indirectly controls, is controlled by or is under common control of a Party to this agreement; the term 'control' as used herein shall mean the possession of the power to direct or cause the direction of the management and the policies of an entity, whether through the ownership of a majority of the outstanding voting rights or by contract or otherwise.

1.2 "Confidential Information" means all information of whatever nature including, but not limited to, plans, reports, analyses, studies, drawings, designs, models, specifications and presentations, communicated by the Disclosing Party to the Receiving Party under whatever form, or obtained during a visit at the other Party's premises, before or after execution of the present agreement, except for the information which the Receiving Party can prove (a) is, at the time of disclosure, in the public domain, (b) after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this agreement by the Receiving Party, (c) is obtained by the Receiving Party from a third party not in breach of any obligation of confidentiality, (d) was known or used by the Receiving Party prior the date of the disclosure by the Disclosing Party or which, based on written evidence, has been independently developed by the Receiving Party, or (e) is required to be disclosed by the Receiving Party pursuant to any applicable law or judicial or governmental order, provided that the Receiving Party shall give immediate written notice of such requirement to the other Party with the view to agreeing the timing and the content of such disclosure. The Party alleging the existence of one of these exceptions shall have to provide evidence thereof.

However, information shall not be deemed to be public knowledge or known on the ground only that a) the general principle is public knowledge or known to the Receiving Party if the particular practice is not itself public knowledge or so known, or b) it constitutes a combination of or drawn from information which is public knowledge or known to the Receiving Party unless the combination itself and its principle and mode of operation is also public knowledge or known to the Receiving Party.

### **2. Parties' obligations**

2.1 Parties agree to exchange certain Confidential Information they own, by written or any other means, according to the terms and conditions defined hereunder and for the Purpose described here above.

2.2 Each of the Parties undertakes (i) to hold the Confidential Information of the other Party in confidence and not disclose it to any third party without the prior written consent

of the other Party, and (ii) to use the Confidential Information for no other purpose than the Purpose.

2.3 The Receiving Party undertakes that it will only disclose Confidential Information to those of its officers, employees, Affiliates, sub-contractors and professional advisers who need to know the Confidential Information for the Purpose, provided these officers, employees, Affiliates, sub-contractors and professional advisers are bound by confidentiality and non-use obligations at least as restrictive as the ones contained in the present agreement and shall be made aware, prior to disclosure, of the confidential nature of the Disclosing Party's Confidential Information.

2.4 The Receiving Party shall use its reasonable best efforts to protect the Confidential Information from use or disclosure to third parties, being not less than the same level of care that Party exercises to prevent the use or disclosure of its own confidential information.

2.5 Nothing contained in this agreement shall be construed, by implication or otherwise, as an obligation to enter into any further agreement.

### 3. Ownership of Confidential Information

3.1 All rights, title, and interest to and in the Confidential Information of the Disclosing Party shall be and remain the property of the Disclosing Party.

3.2 Nothing in this agreement shall be construed, by implication or otherwise, as a grant of license, right, title or interest to or in any information (including Confidential Information) that may become known to the Receiving Party in connection with the Purpose, or to or in any trademark, trade name, or any other intellectual property right of the Disclosing Party.

### 4. No representations or Warranties

Confidential Information is communicated "as is". No representations or warranties, express or implied, are made by the Disclosing Party as to the accuracy, fitness for a particular purpose, completeness or reasonableness of the supplied Confidential Information. The Disclosing Party assumes no liability with respect to the Confidential Information supplied or the use made by the Receiving Party thereof.

### 5. Disclosure of Confidential Information

5.1 The disclosure of Confidential Information shall be made in writing through to the following persons or if made through other channels, confirmed in writing with copy to those persons

5.2 The Receiving Party shall immediately notify the other Party when becoming aware that the Confidential Information has been used or disclosed to an unauthorised third party and shall take all measures necessary to avoid any further unauthorized use or disclosure.

5.3 In case of disclosure by the Receiving Party of Disclosing Party's Confidential Information in breach of the present agreement, the Disclosing Party shall have the right

to terminate the present agreement unilaterally and without prior notice, without prejudice to its right to be compensated for damages incurred as a consequence of such breach.

## 6. Return of Confidential Information

Upon termination of the contractual relationship between the Parties, the Receiving Party shall, upon written request of the Disclosing Party and at the Disclosing Party's option, either a) return to the Disclosing Party all documents and other materials in whatever form containing or relating to the Confidential Information, or b) destroy all documents and other materials in whatever form containing or relating to the Confidential Information and, in each case, deliver to the Disclosing Party a certificate ascertaining that no copy containing such Confidential Information remains in its possession or in the possession of its Affiliates.

## 7. Duration

The Parties shall be bound by this agreement as from its signature date for a period of one (1) year. Either Party may however reject any proposal, terminate, at its discretion, any negotiation pertaining to the Purpose and terminate the present agreement, upon written notification to the other party. However, the confidentiality obligations of the Parties shall remain in full force and effect after termination of the agreement.

## 8. General

8.1 Neither Party shall assign or transfer any of its rights, or delegate any of its obligations under this agreement without the other Party's prior written consent (which shall not be unreasonably withheld or delayed).

8.2 This agreement may not be amended or modified in any way, except in writing and signed by an authorised representative of each Party.

8.3 The provisions of this agreement are severable and the unenforceability of any provision will not affect the enforceability of any other provision.

8.4 Failure or delay by either Party in enforcing any term under this agreement will not constitute a waiver of such term.

8.5 This agreement shall be construed and interpreted according to the laws of Belgium and any dispute regarding its execution or interpretation shall be submitted to the exclusive jurisdiction of the Brussels courts