

## **CONFIDENTIALITY AGREEMENT**

Between:

The company.....

whose operating site is located at .. .. .

registered in the Trade and Companies Register of.....

represented for the purposes of the present agreement by .....

in the capacity of .....

And secondly:

The SARL MECOSUN whose operating site is located at ZAC du Boutet, 7 avenue Marconi 31 470 Saint Lys, registered in the Trade and Companies Register of Toulouse under the no. 503 865248, represented for the purposes of the present agreement by Mr Fabien LHUILLIER, joint manager of the company.

WHEREAS:

The company MECOSUN develops and markets integration systems for photovoltaic generators and all equipment or processes permitting the production of electricity from solar energy,

Initials :

IT HAS THEREFORE BEEN AGREED AS FOLLOWS:ARTICLE 1

Within the framework of this agreement, the term “confidential information” covers all information or data communicated by one or the other party to the agreement, in writing or orally, under the terms and conditions of the present agreement and include, without limitation, all printed written documents, all samples, models or more generally all means of disclosure of the confidential information which may be chosen by the parties during the period of validity of the agreement, including information which does not expressly bear the mention “confidential”.

Excluded from the confidential information is communicated information for which a party can prove:

- a) that the information entered into the public domain prior to its disclosure or thereafter, but in the latter case, in the absence of any fault which could be attributable to the party;  
or
- b) that the information was already known to this party, and such knowledge can be demonstrated through the existence of appropriate documents in its files; or
- c) that the information was received from a third party in a lawful manner, without restriction or violation of the present agreement; or
- d) that the information was published without contravening the provisions of the present agreement; or
- e) that the use or disclosure thereof was authorised in writing by the party from whom it issued.

ARTICLE 2

The present agreement enters into force on the date of signing by the parties, for an unlimited period.

Initials :

**ARTICLE 3**

The SARL MECOSUN and ..... undertake that the confidential information issuing from the party which communicates it :

- a) shall be protected and kept strictly confidential and treated with the same degree of precaution and protection that it accords to its own confidential information;
- b) shall not be used without the prior written consent of the company visited;
- c) shall not be disclosed, nor exposed to any risk thereof, either directly or indirectly, to any third parties or outside persons;

**ARTICLE 4**

All of the information transmitted (whether confidential or not) and its reproduction shall remain the property of the issuing company. The present agreement cannot under any circumstances be regarded as conferring any right to the information received to the company that receives it, and notably no right of licence, industrial property or later exploitation of this information by the receiving company or by a third party.

**ARTICLE 5**

The present contract is governed by French law.  
Any disputes between the parties concerning the existence, validity, interpretation, execution and cancellation of the present agreement (or of any of its clauses) that the parties cannot resolve themselves shall fall within the exclusive jurisdiction of the Commercial Court of Toulouse.

Initials :

In duplicate

<p><b>For MECOSUN</b></p> <p>Done                  at.....                    on.....</p>	<p><b>For .....</b></p> <p>Done                  at.....                    on.....</p>
<p><i>Contact MECOSUN</i></p> <p><i>Last name:</i>                  .....</p> <p><i>First name:</i>.....</p> <p><i>Signature + Stamp showing the Trade and Companies Register no.:</i></p>	<p><i>Contact .....</i></p> <p><i>Last name:</i>                  .....</p> <p><i>First name:</i>.....</p> <p><i>Signature + Stamp showing the Trade and Companies Register no.:</i></p>

ZAC du Boutet  
7 avenue Marconi  
31470 SAINT-LYS  
T +33 (0)5 62 14 07 11  
F +33 (0)5 62 14 09 54  
info@mecosun.fr

## Information sheet

Legal form .....

Company name .....

Registration number : .....

Intra-Community VAT no. ....

### Accounting / Invoicing

Last name:..... / First name: .....

Address: .....

Postal code: ..... Municipality: .....

Country: .....

### Principal contact

Last name: ..... First name: .....

Position: .....

Telephone: ..... Fax: ..... Mobile: .....

E-mail: .....

### Bank & settlement

Name of your bank: .....

Address: .....

Account no.: .....

IBAN: ..... BIC: .....

Settlement preference:  Cheque  Bank transfer

Initials :