

Non-disclosure Commitment

Between:

WOODLIGHT, a simplified joint stock company with a capital of €5,000.00, with its registered office at 19 rue Vincent Scotto ILLKIRCH-GRAFFENSTADEN 67400 (France), registered in the Trade and Companies Register of Strasbourg (France) under n° 840 355 051, represented by M. Ghislain AUCLAIR, its President,

Hereinafter, "**WOODLIGHT**"

And

.....(*name of the company*)
..... (*legal form*) with a capital of,
With its registered office.....
Represented by.....(*First name, NAME*),..... (*functions*),duly
authorized for the purposes thereof,

Hereinafter, "**the Receiving Party**"

WOODLIGHT is a company that conducts research in the field of bioluminescence and, especially to develop bioluminescent plants for lighting applications.

The Receiving Party wishes to obtain the communication of information from WOODLIGHT, in order for WOODLIGHT and the Receiving Party to assess the possibility to work together (the "**Project**").

The disclosure of information to which the Receiving Party may have access within the framework of the Project, or which it will obtain from WOODLIGHT, its advisers and/or representatives, would cause a very significant prejudice, in particular financial, to WOODLIGHT.

In consideration of the foregoing, the Receiving Party undertakes to comply with the following confidentiality obligations:

1. For the purposes of this commitment, the terms "Confidential Information" shall mean all data and information of any kind, in particular, but not limited to, technical information (including processes and know-how), operational, technical, financial and commercial information, whatever the medium (paper or electronic) and form (written, oral, visual), whether or not such data and information is marked as "confidential", disclosed by WOODLIGHT to the Receiving Party and/or of which the Receiving Party may have access within the framework of the Project.

Discussions about the Project shall also be considered as Confidential Information for the purposes of this commitment.

2. Confidential Information shall not include information for which the Receiving Party can prove:

- That such information was known by the Receiving Party prior to receiving it from WOODLIGHT;
- That such information is or become publicly available through no fault of nor failure to act by the Receiving Party in breach of this commitment;
- That such information is lawfully received by the Receiving Party from a third party not bound by a confidentiality obligation;
- That such information is required to be disclosed by an administrative or judicial authority, provided that the Receiving Party was legally obliged to comply with this request; being specified that in this case, if the law allows it, the Receiving Party undertakes to inform WOODLIGHT immediately of the request of such authority and to cooperate with WOODLIGHT if it decides to oppose this request or tries to limit its scope.

3. The Receiving Party shall only use Confidential Information for the purpose of assessing its interest in the Project and, if applicable, for the purpose of carrying it out. The Receiving Party shall refrain from any other use or purpose, including personal purpose.

Furthermore, the Receiving Party undertakes not to use, reproduce or exploit, directly or indirectly, all or part of the Confidential Information other than for the evaluation of the Project, and not to assert any right whatsoever on this Confidential Information, which remains WOODLIGHT' sole property.

Any other communication or use of Confidential Information is prohibited and requires the prior express written consent of WOODLIGHT.

The Receiving Party shall not make any copy or reproduction of documents or other media containing Confidential Information.

4. The Receiving Party shall not disclose nor make available, in whole or in part, Confidential Information to third parties.

The Receiving Party shall only disclose Confidential Information to its directors, associates, employees, advisors and representatives on a need-to-know basis in order to allow them to evaluate the Project. Those directors, associates, employees, advisors and representatives shall be subject to a confidentiality obligation at least as restrictive as that provided for in this commitment. The Receiving Party undertakes to ensure that its directors, associates, employees, advisors, and representatives comply with this commitment.

The Receiving Party undertakes to keep Confidential Information strictly confidential and to treat them with the same degree of protection as it provides to its own confidential information. In particular, the Receiving Party shall take all appropriate measures to ensure the confidentiality of Confidential Information and protect Confidential Information from theft, disclosures and/or unauthorized reproductions.

5. No provision of this commitment shall be construed as requiring WOODLIGHT to disclose information to the Receiving Party or to complete the Project, to pursue discussions for its implementation, nor as conferring any right whatsoever on the Receiving Party in relation to the Project (exclusivity in particular). Reciprocally, this commitment shall not be construed as an obligation on the part of the Receiving Party to complete the Project or pursue the discussions.

WOODLIGHT' failure to exercise any of its rights under this commitment shall not be construed as a waiver of this right.

6. WOODLIGHT' disclosure to the Receiving Party of Confidential Information shall not imply any transfer nor assignment to the Receiving Party of any right (including, but not limited to, intellectual property rights) on such Confidential Information, WOODLIGHT remaining the sole owner of the rights on such Confidential Information.

7. This commitment shall come into force from the date of signature by the Receiving Party for a period of ten (10) years.

8. Upon WOODLIGHT' first request and, in any case, at the end of discussions on the Project, the Receiving Party shall immediately return to WOODLIGHT or destroy all Confidential Information, including any document prepared on the basis of such Confidential Information, whatever the medium and form, including all reproductions or copies the Receiving Party may have made, and to confirm and certify its proper execution in writing.


9. The Receiving Party acknowledges that any breach of this commitment would cause WOODLIGHT' considerable and compensable damage, and therefore any breach of this commitment shall be sanctioned by the payment by the Receiving Party to WOODLIGHT', victim of the breach, of compensation in the amount of ten thousand euros (€10,000) for each noticed breach, without prejudice to any other action or claim.

10. This commitment is made for the benefit of WOODLIGHT', and its beneficiaries, successors, and assignees. The rights and obligations of the Receiving Party under this commitment shall not be transferred or assigned to any third party without the prior express written consent of WOODLIGHT'.

11. This commitment is subject to French Law.

Any dispute arising out of, or in relation to, this commitment, including its formation, validity, interpretation, execution, termination, and consequences, shall be under the exclusive jurisdiction of the Commercial Chamber of Strasbourg Judicial Court (France).

Made at Illkirch-Graffenstaden
In two (2) original copies

For WOODLIGHT
Ghislain AUCLAIR
President

Signature:
Date: 09/11/2022

For the Receiving Party
Name:.....
Function:.....

Signature:
Date: