

NON DISCLOSURE AGREEMENT

Entered into on _____, 2016 (the “**Effective Date**”), **by and between:**

Carpyz, a company duly incorporated under the laws of **France**, registered in the Companies Register of Nanterre under the number B 501 313 092, with a share capital of EUROS 290,000, having its registered office located at 215 rue Jean Jacques Rousseau, 92136 Issy-Les-Moulineaux Cedex - France, acting on its own behalf, represented by **Mr. Pierre Carrouset**, CEO/President,

and, **Mr. Pierre Carrouset**, born on December 3, 1933, situated 22 rue Emeriau, 75015 Paris – France, acting on his behalf and in his name, and on behalf and in the name of his two daughters **Nicole Carrouset** and **Gabrielle Carrouset**,

(Hereinafter designated together as “**Carpyz**”),

And

_____, a company duly incorporated under the laws of _____, registered in the Companies Register of _____ under the number _____ with a share capital of _____, having its registered office located at _____ acting on its own behalf, duly represented by Mr/Madam _____, in his/her quality of _____,

(Hereinafter designated as the “**Company**”).

1. WHEREAS Carpyz is the owner of intellectual property rights and know-how on the following 3 inventions under complex forms for fluid mechanics and the related patents (delivered or pending) in connection (Hereinafter designated all together as the “**Inventions**”):

(i) **The Propeller.** Carpyz’s propeller combines in the same wheel, a turbo, an helix and a circular reactor, which can be feed with energetic fluids (i.e.: compressed air, propane, fuel, hydrogen).

(ii) **The Wind turbine.** Carpyz’s wind turbine learned from the Pelton turbines’ principle: firstly, the wind enters a fixed wheel before being directed and rotated in the back. Secondly, the wind strikes the jars placed one after another around a wheel they make spin. The Carpyz’s Wind turbine allows high efficiencies and thus important power while the sizes stay low.

(iii) **The 3D Machine.** Carpyz’s 3D machine is a machine for producing circular products by means of layer-by-layer addition.

2. WHEREAS the Company is having the following business:

_____.

3. WHEREAS Carpyz and the Company (hereinafter referred to collectively as the “**Parties**” or individually as a “**Party**”) are contemplating to develop a business where the Company would manufacture, commercialize and promote products (and/or services) based on and/or implementing one or several of the Inventions (hereinafter the “**Project**”)

For the purpose of evaluating the feasibility of the Project, the Company would like to access information which are proprietary to Carpyz, and therefore the Parties have decided to enter in this non-disclosure agreement.

NOW it is hereby agreed as follows:

1 - Under this agreement (hereinafter the "**Agreement**"), Carpyz may disclose (hereinafter the "**Discloser**") to the other Party (hereinafter the "**Receiver**") certain information within the fields of fluid mechanics, designs, plans, drawings, know-how, software, data, prototypes as well as any sample, or commercial/industrial information, or other business and/or technical information related to the **Inventions** (hereinafter "**Confidential Information**"), which Confidential Information is proprietary to the Discloser and is either clearly marked as confidential or is identified to be confidential at the time of disclosure.

2 - The Receiver agrees to retain any and all Confidential Information received from the Discloser in confidence (hereinafter "**Obligation of confidence**") in accordance with the provisions of this Agreement.

3 - The Receiver agrees:

- to use such Confidential Information only for the purpose of the Project;
- not to use or disclose Confidential Information to any third party except with the prior written consent of the Discloser;
- to use the same degree of care in order to prevent the unauthorized use, dissemination or publication of the Confidential Information as it uses to protect its own information of a similar nature;
- to reproduce such Confidential Information only to the extent necessary for such purpose of the Project;
- to restrict disclosure of such Confidential Information to its employees with a need to know basis (and advise such employees of the obligations assumed herein).

4 - The Receiver agrees that its Obligation of confidence with respect to any Confidential Information received hereunder shall remain in effect as indicated in clause 9.

5 - The Obligation of confidence on the use or disclosure of Confidential Information shall not apply to Confidential Information:

- to the extent it is independently developed or discovered by the Receiver without use of or reference to the Confidential Information, or is lawfully received free of restriction from another source having the right to furnish such Confidential Information;
- after it has become generally available to the public without breach of this Agreement by the Receiver;
- which at the time of disclosure to the Receiver was known to such Party free of restriction as evidenced by documentation in such Party's possession;
- which the Discloser agrees in writing is free of such restrictions; or
- that is required by law or the rules of any governmental organization to be disclosed, provided that the Discloser is given reasonable advance notice so that it may oppose such disclosure or seek appropriate protective orders.

6 - All rights to Confidential Information are reserved by the Discloser, neither this Agreement nor the disclosure of Confidential Information hereunder shall be construed as:

- granting rights by license or otherwise under any patent, trademark, copyright, know-how or other intellectual property right;
- creating warranties or representations of any kind;
- creating a commitment as to any product;
- soliciting any business or incurring any obligation not specified herein; or
- prohibiting the Receiver from proceeding independently to develop services or products competitive with those involved herein and/or associating themselves with competitors of the Discloser for purposes substantially similar to those involved herein, provided they do so without breach of this Agreement.

7 - The Parties agree that any violation or threatened violation of this Agreement by the Receiver will result in irreparable harm to the Discloser for which damages would be an inadequate remedy and, therefore, in addition to any other available remedies, the Discloser shall be entitled to equitable relief, including both temporary and permanent injunctions, to prevent any unauthorized use or disclosure of its Confidential Information by the Receiver.

8 - In the event of clause 7, either Party shall bring any action to enforce or protect any of its rights under this Agreement, the prevailing Party shall be entitled to recover, in addition to its damages, its reasonable attorneys' fees and costs incurred in connection therewith.

