



Confidentiality Agreement

Parties

Non-disclosure and restricted use agreement by and between:

(NAME OF THE SERVICE PROVIDER)

And:

The Consumer Foods Forum

47 – 53 , Rue Raspail
92300 Levallois - Perret
FRANCE

(henceforth referred to as “**TCGF**”), on the other part,

Herein commonly sometimes referred to as "Parties" and each separately as "Party", have agreed to the following:

Preamble

The Parties intend to enter into a relationship in which the Service Provider will work collaboratively with the GFSI CoA Team and more generally TCGF on exploring the opportunity to deliver services associated with a certificate platform for the Global Food Safety Initiative – GFSI which is managed and facilitated by The Consumer Goods Forum and whose Secretariat is provided by The Consumer Goods Forum (the “**Purpose**”).

During this working relationship, TCGF may disclose to the other party certain confidential information and proprietary data and the Service Provider may also disclose to TCGF Confidential Information (as defined below) for the Purpose.

The Parties enter into the following confidentiality agreement ("Agreement"):

1. Definitions

In this Agreement unless the context otherwise requires:

“**Disclosing Party**” means the Party disclosing Confidential Information to the Receiving Party.

“**Permitted Recipients**” means any director, officer, employee, adviser or auditor of the Receiving Party or any of its Related Companies who reasonably needs to know Confidential Information for the Purpose. "Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.

“**Related Company**” means any corporation, company or other entity, which controls, or is controlled by one Party or by another Related Company of that Party, where control means ownership or control, direct or indirect, of more than fifty (50) percent of that corporations, company’s or other entity’s voting capital.

2. Definition of Confidential Information

“**Confidential Information**” means information, in whatever form disclosed, provided by or on behalf of Disclosing Party to the Receiving Party, or to which the Receiving Party otherwise gains access, in the course of or incidental to the performance of this Agreement or their mission, and that should reasonably be understood by the Receiving Party because of “confidential” legends or other “confidential” markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the Disclosing Party or a third party. Without derogating from the generality of the above, the following information shall be deemed as Confidential Information:

- a) all deliberations or information transmitted orally or in writing regarding the TCGF and the Global Food Safety Initiative and participating companies and for which no formal agreement has been reached for communication;
- b) all draft documents prepared in the framework of the Global Food Safety Initiative; (unless it has been expressly decided they could/should be publicly disclosed);
- c) all draft documents prepared by any GFSI bodies (Board of Directors, Advisory Council, Working Groups, Local Groups, Secretariat) and documents relating to the strategic direction of GFSI and which could have an impact on the marketplace;
- d) all minutes of meetings of the Global Food Safety Initiative (unless it has been decided they could/should be publicly disclosed);
- e) any other working documents, data or reports communicated in the framework of the scope of GFSI (unless it has been decided they could/should be publicly disclosed).

3. Obligation to keep confidential and restrictive use

The Receiving Party shall :

- a) not disclose any Confidential and proprietary Information to third parties apart from with the Permitted Recipients, which are bound to the same level of confidentiality obligations as set forth by this Agreement;
- b) not use Confidential Information for its own use or for any other purpose unrelated to the working relationship between the Parties; and
- c) keep confidential and hold all Confidential Information with no less a degree of care as is used for the Receiving Party's own confidential information and at least with reasonable care ;
- d) limit disclosure of the Confidential Information only to those of the Permitted Recipients who need to use this Confidential Information for the purpose of carrying out their mission, in connection with the above-mentioned Purpose.

The Receiving Party undertakes to take all necessary measures to satisfy its obligations under this Agreement.

The Receiving Party is informed that Confidential Information may contain personal data which shall be processed in accordance with the EU 2016/679 General data protection regulation and for the sole purpose of the Receiving Party's missions and obligations towards Disclosing Party.

4. Exclusions from obligation to keep confidential and restrictive use

The obligations under Article 3 to keep confidential all Confidential Information shall not apply to the extent that the Receiving Party can prove that any of that information:

- a) was in the Receiving Party's possession without an obligation of confidentiality prior to receipt from the Disclosing Party;
- b) is at the time of disclosure, or subsequently becomes, generally available to the public through no breach of this Agreement by the Receiving Party or any Permitted Recipient;
- c) is lawfully obtained by the Receiving Party from a third party without an obligation of confidentiality, provided that third party is not in breach of any obligation of confidentiality to the Disclosing Party relating to that information; or
- d) is developed by the Receiving Party or its Related Companies independently of any Confidential Information;

5. No license or ownership

Nothing in this Agreement shall affect any rights the Disclosing Party may have in relation to the Confidential Information, neither shall this Agreement provide the Receiving Party with any right or license under any patents, copyrights, trade secrets, or the like in relation to the Confidential Information.

6. No warranty

The Disclosing Party makes available the Confidential Information as is and does not warrant that any of this information it discloses is complete, accurate, free from defects or third party rights, or useful for the purpose or other purposes of the Receiving Party.

7. No further obligations

This Agreement does not:

- a) create any other relationship;
- b) oblige a Party to enter into any other contract or;
- c) require consideration for any information received.

8. Term and termination

This Agreement enters into force by signing of all Parties and shall remain effective for the whole duration of the working relationship between the Parties and for five (5) years after the expiration or termination of this relationship.

9. Survival of obligations

Upon termination, the Receiving Party shall stop making use of the Confidential Information and section 11 of this Agreement shall apply.

10. Breach and remedies

In addition to any remedies under the applicable law, the Parties recognize that any breach or violation of any provision of this Agreement may cause irreparable harm to the other Party which money damages may not necessarily remedy. Therefore, upon any actual or impending violation of any provision of this Agreement, either Party may obtain from any court of competent jurisdiction a preliminary, temporary or permanent injunction, restraining or enjoining that violation by the other Party or any entity or person acting in concert with that Party.

11. Disposal

Within maximum ninety (90) days of termination of this Agreement, each Party shall destroy or return all Confidential Information received from the other Party and destroy all copies of thereof including electronic data. Destruction shall be confirmed in writing.

The provisions for disposal shall not apply to copies of electronically communicated Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies of it which must be stored by the Receiving Party or its advisers according to provisions of mandatory law, provided that this Confidential Information or copies of it shall be subject to continuing obligations of confidentiality under this Agreement but no further use shall be permitted as from the date of the request.

12. Protective order

Neither Party shall be in breach of this Agreement to the extent that it can show that any disclosure of Confidential Information was made solely and to the extent necessary to comply with a statutory, judicial or other obligation of a mandatory nature, afterwards referred to as "Mandatory Obligation". Where a disclosure is made for these reasons, the Party making the disclosure shall ensure that the recipient of the Confidential Information is made aware of and asked to respect its confidentiality. This disclosure shall in no way diminish the obligations of the parties under this Agreement except to the extent that a Party is compelled by any Mandatory Obligation to disclose Confidential Information without restriction.

To the extent permitted by any Mandatory Obligation, the Receiving Party shall notify the other Party without delay in writing as soon as it becomes aware of an enquiry or any process of any description that is likely to require disclosure of the other Party's Confidential Information in order to comply with any Mandatory Obligation.

13. Good faith and fair dealing

In carrying out their obligations under this Agreement the Parties will act in accordance with the principles of good faith and fair dealing. The provisions of this Agreement, as well as any statements made by the Parties in connection with this Agreement, shall be interpreted in accordance with the principles of good faith and fair dealing.

14. Dispute resolution

All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance

with those Rules.

15. Applicable law

This Agreement is governed by the substantive laws of France.

16. No assignment

This Agreement may not be assigned by either Party without the prior written consent of the other Party, which shall not unreasonably be withheld. No assignment shall relieve a Party of its obligations under this Agreement with respect to Confidential Information disclosed to that Party prior to the agreed assignment.

17. Written form

This Agreement may not be modified or amended except in writing and signed by authorized representatives of the Parties.

In witness whereof the duly authorized representatives of the Parties have executed this Agreement on the day and year written below.

Two (2) original copies of the Agreement are signed

In Levallois – Perret on 20/07/2021 (“Effective Date”)

On behalf of the Consumer Goods Forum



Marie-Claude Quentin

Senior Technical Manager, GFSI

On behalf of the Service Provider

(Name)

(Job Title)