

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This agreement (the “**Agreement**”) is made on _____ between _____

1. _____, a _____, having its registered office at _____, registered in the register of legal entities of _____ under number _____, duly represented by _____, permanently represented by _____ in the capacity of _____ (the “**Receiving Party**”);

and

2. **Ethias SA**, a limited liability company (naamloze vennootschap/société anonyme), having its registered office at Rue des Croisiers 24, 4000 Liège, registered in the register of legal entities of the Crossroads Bank for Enterprises under number 0404.484.654 (LRE Liège) (the “**Disclosing Party**”).

The parties referred to under 1. and 2. are individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS

In relation to the divestment of the shares of the affiliates Ankaret Invest and Bocasa, two legal entities owning the residential care centers of “Les Tamaris”, “Clos Sur La Fontaine” and “BoCasa”, respectively (the “**Purpose**”), the Disclosing Party is willing, in accordance with the terms and conditions of this Agreement, to disclose, directly or indirectly through its affiliates or advisors, to the Receiving Party certain information relating to the Purpose which includes but is not necessarily limited to, commercial, contractual and financial information relating to the Disclosing Party, a client thereof or any other person, before or after the date of this Agreement (the “**Confidential Information**”). For the avoidance of doubt such information could extend to any information of whatever nature which has been communicated to the Receiving Party (including its directors, officers, partners, employees, agents, representatives or advisors) regardless of whether orally, in writing or by electronic transmission. For the purposes of this Agreement, Confidential Information shall include any analysis, compilation, study or other record which contains or otherwise reflects or has been generated, wholly or partly from such information.

The Receiving Party shall also treat as confidential, subject to the provisions of this Agreement, any information which includes or otherwise incorporates part or all of the Confidential Information.

In relation to the disclosure of the Confidential Information:

THE PARTIES HEREBY AGREE as follows:

1. The Receiving Party acknowledges that the Confidential Information includes commercial assets of considerable value. The Receiving Party agrees to keep the Confidential Information strictly confidential and undertakes to effect and maintain adequate security measures to safeguard the Confidential Information from unauthorised access, use and/or misappropriation, and will protect the Confidential Information in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects confidential information of its own. Furthermore the Receiving Party agrees not to sell, publish or otherwise disclose the Confidential Information to anyone in any manner whatsoever without the Companies' prior written consent, except as provided in paragraphs 2. and 3. below.
2. The Receiving Party may disclose the Confidential Information without the Disclosing Party's prior written consent only to the extent that such information:
 - (a) is already known or available to the Receiving Party or becomes known or available to the Receiving Party from a source other than the Disclosing Party that does not owe the Disclosing Party and/or its affiliates an obligation of confidence in relation to such Confidential Information and through no breach of this Agreement by the Receiving Party;
 - (b) is already in the public domain at the time of disclosure or becomes available to the public after the time of the disclosure through no breach of this Agreement by the Receiving Party;
 - (c) is required to be disclosed under applicable law or by any court of competent jurisdiction or by a governmental order, decree, regulation or rule or by any competent regulatory body provided that the Receiving Party, shall give prior written notice of any such disclosure to the Disclosing Party as soon as reasonably practicable. The Receiving Party shall co-operate with the Disclosing Party with regard to any action the Disclosing Party may wish to take to challenge the validity of such requirement.
3. The Receiving Party may only disclose the Confidential Information without the Disclosing Party's prior written consent to such of its directors, employees, partners, advisors or subcontractors as have reasonable need to know such Confidential Information in order to carry out the Purpose provided that the Receiving Party procures that such director, employee, officer, partner, agent, advisor or subcontractor as the case may be, is aware of the terms of this Agreement prior to disclosure and agrees to be bound by it.
4. The Receiving Party hereby acknowledges that (i) its rights to use the Confidential Information provided by the Disclosing Party pursuant to the terms of this Agreement shall be limited to the use of it for the purposes stated in paragraph 1 above, and (ii) all documents, files and material containing Confidential Information received by the Receiving Party, including all copies thereof, will have to be returned to the Disclosing Party and all Confidential Information contained in any documents, files and material prepared by or on behalf of the Receiving Party, including all copies, will have to be destroyed or erased by the Receiving Party upon the first to occur of (a) termination of this Agreement (b) completion of the Purpose or (c) receipt of a request to do so from the Disclosing Party. Upon simple request of the Disclosing Party, the Receiving Party shall within seven (7) working days of such request certify to the Disclosing Party that it

has fully complied with its obligations under this paragraph.

5. The Receiving Party will promptly notify the Disclosing Party of any unauthorised use, copying or disclosure of the Confidential Information of which the Receiving Party becomes aware, and to provide all reasonable assistance to the Disclosing Party to terminate such unauthorised acts.
6. The confidentiality obligations set forth in this Agreement will be effective as of the date any Confidential Information is first delivered.
7. The obligations set forth in this Agreement shall remain valid two (2) years after either (i) the final discontinuation of the initial discussions and/or negotiations between the Parties with respect to the Purpose, (ii) the completion thereof or upon such earlier date as may be agreed in writing between the Parties.
8. No amendments, changes or modifications to or assignment of this Agreement shall be valid except if the same are in writing and signed by a duly authorised representative of each of the Parties.
9. Without prejudice to any other rights or remedies which the Disclosing Party may have, the Receiving Party acknowledges and agrees that the Disclosing Party shall be entitled to seek the remedies of injunction, damages, specific performance and other equitable relief for any threatened or actual breach of this Agreement.
10. This Agreement comprises the full and complete agreement of the Disclosing Party with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the parties hereto relating to the Confidential Information, whether written or oral, express or implied.
11. No failure or delay on the part of the Disclosing Party in exercising any right, power or privilege conferred by this Agreement shall operate as a waiver of that right, power or privilege, or of this Agreement as a whole. No single or partial exercise of any right, power or privilege shall preclude any further exercise of that right, power or privilege.
12. Neither the Disclosing Party nor any of its advisors, agents, shareholders, directors, officers, partners, members or employees accepts any responsibility or liability for, or makes any representation or warranty, express or implied, with respect to the accuracy or completeness of the Confidential Information or any oral communication in connection therewith or as to the reasonableness of any assumptions on which any of the same is based or as to the absence of any material change therein.
13. The Disclosing Party will retain its proprietary rights in the Confidential Information disclosed to the Receiving Party and the disclosure of such Confidential Information shall not be deemed to confer to the Receiving Party any rights whatsoever in respect of any part thereof.
14. If any obligation arising out of this Agreement shall be held unenforceable or illegal in whole or in part for whatever reason, the enforceability of the rest of the obligations under this Agreement shall be unaffected.
15. This Agreement shall be governed by and interpreted in accordance with Belgian law and the Parties submit irrevocably to the exclusive jurisdiction of the Courts of Liège in respect of any claim, dispute or difference arising out of or in connection with this Agreement.

- 16.** The Receiving Party may not use the Disclosing Party's name, logos or trademarks in connection with any advertising or publicity materials or activities without prior written consent.

IN WITNESS WHEREOF, the duly authorised representatives of the Parties have caused this Agreement to be executed on the date first above written.

Made up at _____ on _____ 2022, in two (2) originals, each Party acknowledging having received an original, duly signed by the other Party.

SIGNED for and on behalf of	SIGNED for and on behalf of Ethias SA
Name:	Name:
Title:	Title: