



where such waiver is not prohibited at law. To the extent such moral right is not assigned or waived, Fund Ecosystem shall act in compliance with all applicable laws in this regard.

This assignment is made without any obligation for Fund Ecosystem to exploit all or part of the Work.

#### **1.2 Assignment of material supports**

All Intellectual Property Rights associated with the material supports of the Work are hereby assigned by the Assignor to Fund Ecosystem on an exclusive basis and as the performance of the Services progresses. The material supports that have been assigned shall be delivered to Fund Ecosystem on Fund Ecosystem's first demand, in accordance with the process requested by Fund Ecosystem.

#### **1.3 Territory of the assignment**

The assignment of the Intellectual Property Rights as set out in Articles 1.1 and 1.2 is valid and accepted in the entire world.

#### **1.4 Duration of the assignment**

The assignment of the Intellectual Property Rights as set out in Articles 1.1 and 1.2 is valid and accepted for the period covering the entire legal protection of said rights, in compliance with any local applicable laws.

#### **1.5 Prohibition to use for the Assignor**

The Assignor shall not use the Work for the duration of the Intellectual Property Rights and shall not assign or license any right whatsoever to the Work to a third party.

#### **1.6 Peaceful enjoyment**

The Assignor shall guaranty to Fund Ecosystem the enjoyment and peaceful and exclusive exercise of the Intellectual Property Rights.

### **2 No consideration for the assignment**

The Assignor agrees that the assignment of the Intellectual Property Rights as set out in Articles 1.1 and 1.2 is free of charge and that there is no compensation for such assignment.

### **3 Formalities**

The Assignor shall provide Fund Ecosystem, as the Work or any portion thereof is delivered, and when applicable, with all official documents and information, allowing Fund Ecosystem to maintain in force the Intellectual Property Rights and to proceed with any relevant recording formalities.

### **4 Representations and warranties of the Assignor**

Without prejudice to other representations and warranties in this Agreement, the Assignor represents and warrants furthermore that:

- (i) the Assignor is the owner of all intellectual property rights used for the of the production of the Work;
- (ii) the Work is an original creation;
- (iii) the Assignor is the owner of all Intellectual Property Rights, which are not subject to any security, including any pledge, and has the full ability to assign such Intellectual Property Rights to Fund Ecosystem pursuant to this Agreement;
- (iv) the Assignor has not consented to any third party, no other total and/or partial assignment, license, or any right of any kind relating to the Work that may conflict with the assignment pursuant to this Agreement;
- (v) the Assignor has obtained from the author and, where applicable, its employees, service providers, corporate officers or any other person who participated in the creation of the Work, an assignment of their intellectual property rights;
- (vi) the Assignor has not initiated or participated in a request or action that a third party infringes or infringes the Intellectual Property Rights and is not aware of any elements that could lead to such a request or action;
- (vii) to the knowledge of the Assignor, none of the Intellectual Property Rights infringes the rights belonging to a third party and has not received any notification of any request or action from a third party challenging or remitting in any way whatsoever, the ownership, validity or originality of the Intellectual Property Rights.

### **5 Effective date**

This Agreement shall take effect as of its date of signature.

### **6 Liability**

The Assignor will indemnify and hold Fund Ecosystem harmless against all claims, expenses, losses proceedings or investigations and damages, direct or indirect, arising in any way from Fund Ecosystem's exploitation of the Work and related Intellectual Property Rights in accordance with the terms of this Agreement, including without limitation, attorney fees, amounts paid in settlement of claims, proceedings or investigations, except to the extent that such claim is due to the gross negligence or willful misconduct of Fund Ecosystem.

### **7 Sustainability Principles and Code of conduct**

#### **7.1 Compliance with Sustainability Principles**

The Assignor has read and shall respect and comply with the Sustainability Principles of the Danone group as well as Danone's Code of conduct, as detailed in Schedule 1 (hereinafter referred to as the "**Sustainability Principles**"), which include:

- (i) the Fundamental Social Principles;
- (ii) the Fundamental Environmental Principles; and
- (iii) the Business Ethics Principles.

The Assignor hereby represents and warrants that:

- (i) the Fundamental Social Principles and the Business Ethics Principles are already in force in its organization; and
- (ii) it does it best to perform the Fundamental Environmental Principles.

The Assignor undertakes that its employees, executives, suppliers and sub-contractors abide by the Sustainability Principles for providing the Services and throughout the term of this Agreement.

#### **7.2 Supervision of the performance of the Sustainability Principles**

To facilitate the supervision of the performance of the Sustainability Principles in the Assignor's organization, the Assignor undertakes to provide regularly Fund Ecosystem with all relevant and updated information relating with said performance, including by means of a subscription on a specialized internet platform recommended by Fund Ecosystem, as applicable.

The Assignor agrees that Fund Ecosystem or its external representatives shall have the right, at any time, to supervise and control the due and continue performance by the Assignor of the Sustainability Principles. For this purpose, Fund Ecosystem or its external representatives may, upon request, have access to the Assignor's sites and records relating to the Services.

7.3 Breach of Sustainability Principles

In the event of a breach of any of the Sustainability Principles, the Parties shall meet at the request of Fund Ecosystem (or any other Danone company) in order to review the causes of the breach.

The Parties shall then consider and implement the corrective measures, with an appropriate time schedule, to cure the breach.

7.4 Danone's Code of conduct for business partners

Danone attaches great importance to the quality of its relationship with its business partners.

The Assignor acknowledges having read Danone's Code of conduct for business partners as set out in Schedule 1 and shall reasonably abide by its terms.

**8 Miscellaneous provisions**

8.1 Confidentiality

The Assignor undertakes to:

(i) treat as confidential and to keep as such the existence and the terms of this Agreement and all information which have been and / or will have been brought to its attention by Fund Ecosystem or which are generated by the Assignor (including the Work) under or in the relation with this Agreement (hereinafter the "**Confidential Information**");

(ii) apply to Confidential Information the same protection measures as those applied to its own confidential information;

(iii) use the Confidential Information only for the purpose of the execution of the Agreement;

(iv) inform Fund Ecosystem of any loss of information;

(v) not to proceed to any publication, whatever the support, in relation with the Work;

(vi) ensure that this confidentiality commitment is respected by its employees, whether employees or not, and / or its potential subcontractors and by the author.

The confidentiality obligations will come into effect on the effective date hereof and will remain in effect for a period of ten (10) years from the effective date of the Agreement.

8.2 Assignment

Fund Ecosystem can freely assign its rights to the Work, in whole or in part.

8.3 Entire agreement

This Agreement (including its recitals and its schedule) forms the entire agreement between the Parties with respect to its subject matter and supersedes any and all prior agreements (written or verbal) between the Parties as regards its subject matter.

8.4 Applicable law

This Agreement is governed by French law.

8.5 Jurisdiction

Any dispute between the Parties arising out of, or in connection with, this Agreement shall be first settled by amicable resolution.

In the absence of an amicable resolution, any dispute between the Parties arising out of, or in connection with, this Agreement shall be the exclusive jurisdiction of the Civil Court (*Tribunal de Grande Instance*) of Paris, France.

**IN WITNESS WHEREOF**, this Agreement has been executed in two (2) originals on the dates indicated below.

**Fonds Danone pour l'Ecosystème**  
represented by Jean-Christophe Laugée  
on \_\_\_\_\_ 2018

[ \_\_\_\_\_ ]  
on \_\_\_\_\_ 2018

