



Confidentiality commitment

This confidentiality commitment (referred to hereinafter as the “Commitment”) is legally binding upon the following legal entity:

[•] (*corporate name*), [•] (*legal form*) with a registered capital of [•] (*exact amount in Euros*), whose head office is located at [•] (*address*), listed in the Trade and Companies Register of [•] under the number [•],

Represented for the purposes of this Commitment by Ms/Mr [•] (*Full Name, Surname*), acting in quality of [•] (*Title*),

Hereinafter referred to as “the Subscriber”

For the benefit of:

BANQUE DE FRANCE, Institution with a registered capital of 1 000 000 000 euros, whose head office is located at

1 rue de la Vrillière, BP 71928, 75001 Paris, France, duly listed in the Paris Trade and Companies Register (RCS) under the number 572 104 891,

Referred to hereinafter as “BANQUE DE FRANCE”,

The Subscriber and BANQUE DE FRANCE wish to establish discussions in the field of Central Bank Digital Currency in order to assess the suitability of possible experimentation in the above-mentioned field (referred to hereinafter as the “Experimentation proposal ”);

In this context, BANQUE DE FRANCE is likely to] disclose to the Subscriber information, data and/or details relating to the Experimentation proposal or said cooperation, which it considers to be its property or to be confidential and whose disclosure could seriously harm its interests.



Therefore, the Subscriber shall be bound by the following commitments:

1. Purpose of the Commitment

This Commitment organises the protection of information, data and/or details that could be communicated by BANQUE DE FRANCE to the Subscriber, between the presentation of candidature by the Subscriber and the selection of participants as defined in article 9 of the call for Experimentation projects.

None of the provisions of this Commitment should be interpreted as compelling BANQUE DE FRANCE to disclose Confidential Information to the Subscriber nor to conclude an Experimentation agreement with the Subscriber.

2. Definition of Confidential Information

For the purposes of the Commitment “Confidential Information” shall include all information and/or data and/or details of any kind whatsoever, irrespective of their aim, form, medium or origin and regardless of whether they are protectable or protected by an intellectual property right or title, which BANQUE DE FRANCE considers to be confidential or its property, including, but not limited to, know-how, drawings, plans, software, commercial, technical, legal and financial information and any information relating to research, development work, procedures, methods, results, products, services, intellectual property rights, technical business aspects, and any other similar information.

All the information described above shall be considered to be Confidential Information and shall be governed by the provisions of this Commitment regardless of whether it is communicated verbally, in writing or by any other means of communication chosen by BANQUE DE FRANCE and irrespective of whether it is clearly indicated as being confidential or the property of BANQUE DE FRANCE.

It should be pointed out that the existence and content of the Agreement and the «Experimentation proposal» shall be considered Confidential Information.

The following shall not be considered as Confidential Information:

- Information which entered the public domain prior to their communication and information which entered the public domain after their communication, providing that, in the latter case, this was not the result of any breach of a confidentiality obligation by the Subscriber or any third party to whom he may have communicated Confidential Information ;
- Information which the Subscriber can prove having been aware of prior to its communication or which the latter developed in an autonomous, independent manner ;
- Information which has been legitimately revealed by a third party without violating this Commitment or any other similar commitment.

3. Obligations of the Subscriber

The Subscriber shall treat the Information provided by BANQUE DE FRANCE as confidential and, unless the prior written agreement of BANQUE DE FRANCE is provided, is legally bound by the following obligations:

- To preserve the strict confidentiality of the Confidential Information and treat it with the same degree of protection as that granted for its own confidential information of equal importance ;
- To use and duplicate the Confidential Information for the exclusive and sole purpose of the «Experimentation proposal» and as far as it is strictly necessary to the exclusion of any other purpose ;
- Not to use the Confidential Information in a manner which could be detrimental to BANQUE DE FRANCE;
- Not to communicate, use or authorise to use the Confidential Information for the benefit of third parties in any way whatsoever in any form and for any purpose whatsoever;
- Not to organise or authorise any public or private written or verbal communication (other than, in the latter case, communication referred to in Article 4) which mentions all or some of the Confidential Information;
- Not to claim or authorise a third party to claim and to prohibit its subsidiaries, social representatives, board members, employees and, where applicable, advisers or consultants from claiming intellectual or commercial property rights to all or some of the Confidential Information;
- In all events, to act with reasonable diligence according to the circumstances.

The Subscriber commits not to circulate or publicly announce the conclusion of this Commitment without the prior written authorisation of BANQUE DE FRANCE.

4. Authorised disclosure

However, the Subscriber may communicate Confidential Information, where applicable, to its advisers or consultants whose identity has been communicated to BANQUE DE FRANCE provided that (i) the Confidential Information is not reproduced mechanically or by any other process (except for internal evaluation) and (ii) the word “confidential” is duly mentioned in all copies or reproductions.

The Subscriber shall only communicate on the Confidential Information to its social representatives, board members and employees who need to be made aware of the Confidential Information for the fulfilment of their obligations under the «Experimentation proposal» due to their direct involvement in the «Experimentation proposal».

In all events, the Subscriber shall be held responsible vis-à-vis BANQUE DE FRANCE for ensuring that its social representatives, board members, employees, advisers and consultants comply with the commitments defined in this document.

The Subscriber undertakes to inform the latter of the confidential nature of the Information and to ensure that they sign a confidentiality commitment according to the provisions of this Agreement for the protection of such Information.



By exception to the above-mentioned provisions, the Subscriber's social representatives, board members, employees, advisers and consultants shall not be required to sign a confidentiality commitment of this kind if they are bound by a confidentiality commitment which is as strict as the one accepted by the Subscriber under the terms of this Commitment.

5. Liability

In the event of non-compliance by the Subscriber with its obligations under this Commitment, BANQUE DE FRANCE may request compensation for the damage caused and the Subscriber commits to compensate BANQUE DE FRANCE in full for any damage, loss or harm caused in this context.

Any refraining by BANQUE DE FRANCE from claiming any right granted under this Commitment shall not be deemed to be a renunciation of claiming such right or any other subsequent right.

6. Term of the Commitment

This Commitment shall enter into force on the day of its signature by the Subscriber. It shall be in force for three years.

7. Scope of the Commitment

None of the provisions of this Commitment shall be interpreted as obliging the Subscriber and Banque de France to be contractually bound to one another after their discussions irrespective of the outcome of the latter.

8. Applicable law and settlement of disputes

This Commitment is governed by French law.

This Commitment is written in French and English.

In the event of discrepancies between the French version and the English version, the French version shall prevail.

[•] (date), in [•] (location).

On behalf of the Subscriber

[•] (full name)

[•] (position/title)