NON-DISCLOSURE AGREEMENT

Files, images and projects entrusted to the TURNA rendering service

BETWEEN THE UNDERSIGNED

Company or name _____

Legal form _____ Registration no. _____

Address _____

Postcode and city _____ Country _____

Represented by _____ Title _____

Email _____ Phone _____

represented, where applicable, by the person named above, duly authorised, hereinafter the "Client",

and

SAS TURNA, a French simplified joint-stock company (société par actions simplifiée) with a share capital of €100, whose registered office is at CS 48756, 58 rue de Monceau, 75008 Paris, France, registered under number RCS Paris 107 503 906, represented by Adam Aubier, its President, duly authorised,

hereinafter "TURNA",

together the "Parties" and each a "Party".

RECITALS

TURNA operates an online rendering service for Blender: the Client uploads its 3D scenes, which TURNA has rendered on graphics cards rented from third-party hosting providers. The Client, acting for the purposes of its business, must protect the confidentiality of its projects, in particular towards its own clients. TURNA agrees to give the Client the following undertakings, which reflect how its service actually operates.

THE PARTIES HAVE AGREED AS FOLLOWS

1. Purpose and definitions

1.1 This agreement sets out TURNA's undertakings regarding the Client's Confidential Information. It places no confidentiality obligation on the Client.

1.2 In this agreement:

(a) "Service" means TURNA's online rendering service (geturna.com website, Blender add-on, client area and team messaging);

(b) "Client Accounts" means the account opened with the email address stated at the head of this agreement and those of the Client's staff linked to its team in the Service or designated to TURNA in writing;

(c) "Files" means the 3D scenes and their assets uploaded to the Service from the Client Accounts, with their names and metadata;

(d) “Images” means the images, sequences and videos rendered from the Files, including previews and assembly videos;

(e) “Confidential Information” means the Files, the Images and any information on the Client’s projects that the Client discloses to TURNA, in any form, including their name, content, schedule and the identity of the Client’s own clients, whether or not marked as confidential. Account, billing and Service usage data are governed by TURNA’s privacy policy.

2. Exclusions

2.1 This agreement does not apply to information which TURNA can show:

(a) was or has become publicly available through no breach on its part;

(b) was already lawfully in its possession, free of any confidentiality obligation, before the Client disclosed it;

(c) was lawfully received from a third party free to disclose it;

(d) was developed independently by TURNA without use of the Confidential Information.

2.2 The Client’s release of an Image does not make public the File from which it was rendered, or the other Images.

3. TURNA’s undertakings

3.1 TURNA undertakes to:

(a) use the Confidential Information only to provide the Service to the Client, support and invoice the Client, secure the Service and prevent fraud;

(b) disclose it only to the persons and providers referred to in article 4, and only to the extent necessary;

(c) never show, publish or distribute the Files or Images, including in its marketing, nor use them to train an artificial intelligence model, without the Client’s prior written consent;

(d) not name the Client or its brand as a reference without the Client’s prior written consent;

(e) protect the Confidential Information with at least the care it gives to its own confidential information and, in any event, with the care of a diligent professional.

3.2 TURNA may nevertheless use technical measurements from renders (render times, settings, errors) to operate and improve the Service, including its estimates, and publish aggregated statistics that identify neither the Client, nor its projects, nor the content of the Files.

4. Authorised persons and providers

4.1 Only the following may receive Confidential Information, and only to the extent their duties require:

(a) TURNA’s officers, employees and staff, bound by confidentiality obligations at least as protective as this agreement;

(b) its technical providers (hosting, storage, database, email delivery, operating tools), bound to TURNA by contract and acting on its behalf;

(c) the hosting providers from which it rents, on demand, the graphics cards that render the Images, under the conditions of article 5;

(d) its lawyers and advisers bound by professional secrecy.

4.2 Graphics cards are selected exclusively in the European Union, Iceland, Liechtenstein, Norway, Switzerland or the United Kingdom, failing which the render waits. Files and Images are stored in Europe. Notification emails, which may state the name of a File and display a preview of the Images, pass through a provider established in the United States, under the EU-U.S. Data Privacy Framework or the European Commission’s standard contractual clauses.

4.3 TURNA is liable for the acts of these persons and providers as for its own, within the limits of article 11, and will provide the Client with their names on request.

5. Security of Files

5.1 TURNA applies at least the following measures, which describe the Service on the date of this agreement:

(a) encrypted communications (HTTPS, TLS 1.2 or 1.3) between the add-on, the website and TURNA's servers;

(b) automatic processing: no team member opens the Files or views the Images, and access to storage is restricted to technical administration;

(c) each render computed in containers created for it, on graphics cards used only for that render while it runs, without automatic execution of scripts contained in the Files;

(d) rendering machines receive only a render identifier, without the Client's name or address, and access links restricted to their own files and limited in time;

(e) when rendering ends, the scene and Images are erased from the machine's disk and the container is destroyed.

5.2 A team member accesses a File or an Image only at the Client's written request for assistance, in the cases set out in article 7 or to handle a report of manifestly unlawful content or a threat to the security of the Service, and only to the extent necessary.

5.3 Rendering machines are administered by third-party hosting providers: container isolation protects the Files from other users of a machine but is not an absolute guarantee against its operator, hence the erasure of the Files when rendering ends. The Client acknowledges that it has been informed of this limitation.

5.4 TURNA may change these measures without reducing their level of protection. It will notify the Client in writing, no later than 48 hours after becoming aware of it, of any unauthorised access to or disclosure of the Client's Confidential Information, with the facts known and the steps taken, and will assist the Client in enforcing its rights, including against the provider concerned.

6. Retention, return and deletion

6.1 Files and Images are kept on TURNA's European storage, then deleted automatically:

(a) the scene: 7 days after the render, to allow a free re-render, unless deleted earlier by the Client from its client area;

(b) the Images: 30 days for a free account; during a Pro or Studio subscription, then 30 days after it ends;

(c) the Files and Images of a failed or cancelled render: 30 days;

(d) previews and assembly videos: 1 year.

6.2 TURNA may shorten these periods; it may not extend them for the Client without the Client's written consent.

6.3 At the Client's written request, TURNA deletes within 15 days the Confidential Information it holds and confirms this in writing, except for copies it is required by law to keep and those in its technical backups, which are erased in their normal cycle; such copies remain subject to this agreement. As deletion is final, the Client is responsible for first downloading the Images it wishes to keep, which constitutes their return.

7. Disclosure required by law

If the law, a court decision or a competent authority requires TURNA to disclose Confidential Information, TURNA will notify the Client in writing beforehand, unless prohibited by law, will disclose only what is strictly required and will request that it be treated as confidential.

8. No licence

The Client retains all rights in the Confidential Information. This agreement grants TURNA no intellectual property right or licence, other than the right to copy and automatically process the Files and Images to the extent necessary for the Service, as provided in its terms and conditions.

9. Personal data

Personal data contained in the Confidential Information is also protected by Regulation (EU) 2016/679, French law no. 78-17 of 6 January 1978 and, where applicable, the data processing agreement entered into separately by the Parties, which prevails on data protection matters.

10. Term

10.1 This agreement takes effect on its last signature. It covers Confidential Information disclosed since the opening of the Client Accounts and remains in force until the last of them is closed.

10.2 TURNA's obligations survive for 5 years after that closure and thereafter for as long as the information concerned remains a trade secret within the meaning of article L151-1 of the French Commercial Code.

11. Breach and liability

11.1 In the event of an actual or imminent breach by TURNA, the Client may apply to the court, including for interim or ex parte relief, for any measure to prevent or stop it, in particular under articles L152-3 and L152-4 of the French Commercial Code, without prejudice to damages.

11.2 TURNA is not liable for any disclosure attributable to the Client, including through the circulation of a share link the Client has activated or a failure to keep its login credentials secure.

11.3 TURNA's liability under this agreement, for all causes combined, is limited to €5,000 or, if higher, the amount excluding taxes paid by the Client to TURNA in the twelve months preceding the event giving rise to liability. This limit does not apply in the event of gross negligence or wilful misconduct by TURNA, to measures ordered by a court to prevent or stop a breach, or to a Client acting as a consumer.

12. Relationship with the terms and conditions

This agreement supplements TURNA's terms and conditions of use and sale, which continue to govern the Service, and constitutes special conditions to them: it prevails over them in all matters concerning the Confidential Information, including confidentiality of files and limitation of liability. No later amendment of the terms and conditions may reduce its undertakings.

13. General provisions

13.1 Notices are given by email, to contact@geturna.com for TURNA and to the address stated at the head of this agreement for the Client, or through the Service's messaging system.

13.2 Any amendment to this agreement requires a document signed by both Parties. Neither Party may assign it without the other's written consent, except TURNA in favour of a company taking over the Service and all the undertakings under this agreement, the Client being informed in writing. The invalidity of any provision does not affect the others.

13.3 This agreement may be signed by hand or electronically (articles 1366 and 1367 of the French Civil Code). By way of an agreement on evidence (article 1356 of that code), the copy signed by the Client and then uploaded on the geturna.com website or sent by email, and the countersigned copy that TURNA returns to the Client by email, both in PDF format, have the value of originals; the dates and digital fingerprints recorded by TURNA are proof of them, unless proven otherwise.

13.4 This agreement is made in French and English; in the event of any discrepancy, the French version prevails.

14. Governing law and jurisdiction

This agreement is governed by French law. Where the law allows the Parties to choose their court, in particular between traders (commerçants), any dispute relating to this agreement falls within the exclusive jurisdiction of the courts of Paris; otherwise, the competent court is determined by the ordinary rules of law.

Executed in two counterparts, one for each Party, signed and exchanged in accordance with article 13.

FOR THE CLIENT		FOR TURNA	
Name		Name	Adam Aubier
Title		Title	President
Date		Date	

Signature of the authorised representative and, for a company, company stamp

Signature