

NON DISCLOSURE AGREEMENT

BY AND BETWEEN:

..... a corporation organized and existing under the laws of, and having its registered office at,

Represented by Mr....., as,

hereinafter referred to as "....."

AND:

LID TECHNOLOGIES S.A.S., a legal entity duly organized and existing under the laws of France and having its registered office at Parc Technologique du Canal – 12 rue Hermès, Bâtiment C – 31520 Ramonville Saint-Agne, France.

Represented by Mr Dobigeon Olivier as President (LID Technologies' Board member), hereinafter referred to as "**LID**",

..... and LID being collectively referred to as "the Parties" and individually as "a Party".

PREAMBLE:

WHEREAS, the Parties to this Agreement intend to discuss and evaluate a cooperation on all LID products being developed with LID's know-how, LID's technical specification and/or requirements.

WHEREAS, with respect and during said discussions, it is necessary for the Parties to disclose certain of their proprietary information pertaining to the above subject matter, which information the Parties regard as confidential.

NOW THEREFORE, the Parties hereto agree as follows:

1. For the purpose of this Agreement, "Confidential Information" shall mean any information and data, including but without being limited to proprietary, development, technical, marketing, sales, operating, performance, cost, know-how, business and process information, inventions, softwares, samples, tests results, trade secrets and all record bearing media containing or disclosing such information and techniques which is disclosed pursuant to this Agreement and related to the subject defined in the Preamble.
2. The Parties agree to exchange Confidential Information for the sole purpose of the above-mentioned discussions and shall solely use the Confidential Information received for such purpose.
3. All Confidential Information exchanged between the Parties pursuant to this Agreement:
 - (a) shall, if in written form, be marked "Confidential" or similarly legended by the disclosing Party before being disclosed to the receiving Party. All oral disclosures of Confidential Information will be summarized, in writing, by the disclosing Party and said summary will be given to the receiving Party within 30 days of the subject oral disclosure, and
 - (b) shall not be distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its own employees, who have a real and clear need to know said

NON DISCLOSURE AGREEMENT

Confidential Information in order to use the same for the purposes described above and who have been informed of the obligations of this Agreement, and shall be treated by the receiving Party at least with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Party's own information of like importance which is to be kept secret. The receiving Party shall be liable for disclosure of Confidential Information of the disclosing Party only if such care is not used. The burden shall be upon the receiving Party to show that such care was used, and

- (c) shall not be distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its own consultants, sub-suppliers and advisers who are directly concerned and whose knowledge of the Confidential Information is essential for the purposes set out in this Agreement. Each Party shall ensure and remain fully liable for that consultants, sub-suppliers and advisers adhere to the terms and conditions of this Agreement.
- (d) shall not be used by the receiving Party for its own purposes, except as otherwise expressly stated herein, without the express written permission of the disclosing Party, and
- (e) shall remain the property of and be returned to the disclosing Party (along with all copies thereof) within 30 days of receipt by the receiving Party of a written request from the disclosing Party setting forth the Confidential Information to be returned. Such request shall be made not later than 3 months after termination of this Agreement.
- (f) shall not be used by the receiving Party for other purposes than this project after termination of this agreement,

4. The obligations of paragraph 3 shall not apply however to any information which:

- (a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party; or
- (b) was in the receiving Party's possession as proven by its written records prior to receipt from the disclosing Party; or
- (c) has been disclosed after written authorization by one of the Parties; or
- (d) is received independently from a third party free to disclose such information to the receiving Party; or
- (e) is subsequently independently developed by the receiving Party as proven by its written records or other adequate proof.

5. Unless otherwise provided for in mandatory laws, this Agreement may not be terminated and shall remain in full force and effect over the period stipulated in article 11. Notwithstanding the termination of this Agreement on the basis of mandatory provisions of duly applicable law, any confidentiality undertaking herein contained shall remain binding for five (5) years from termination.

6. Nothing herein shall obligate either Party to disclose to the other Party any particular information.

7. The persons responsible for receiving and keeping the Confidential Information are:

NON DISCLOSURE AGREEMENT

For

.....

For LID:

Mr DOBIGEON Olivier

Either Party may change said individuals by informing the other Party and designate other persons of its organization.

8. The Parties hereto shall not be obligated to compensate each other for exchanging any information under this Agreement and agree that no warranties of any kind are given with respect to Confidential Information disclosed under this Agreement as well as any use thereof.
9. The Receiving Party violating the use of Confidential Information to patent from received Confidential Information should compensate the other Party for an amount determined between all parties.
10. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. It is understood that no patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials which may accompany the disclosure shall not result in any obligation to grant the receiving Party rights therein.
11. This Agreement shall be effective as of and shall remain in full force and effect for four (4) years from its effective date.
12. This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement may not be assigned by either Party without the prior written consent of the other.

All disputes arising out of or in connection with this Agreement including but without being limited to any question regarding its existence, validity, or termination shall be settled by an amicable effort by the Parties. An attempt to arrive at a settlement shall be deemed to have failed as soon as one of the Parties so notifies the other Party in writing.

If an attempt at settlement has failed, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in Paris by three arbitrators appointed in accordance with the said Rules.

The place of the arbitration shall be Bern, Switzerland. The procedural law of this place shall apply where the arbitration Rules are silent. The language of the arbitration shall be English.

All disputes shall be settled in accordance with the provisions of this Agreement and otherwise in accordance with the substantive laws in force in Switzerland without reference to any principle of law which might make the substantive law of another jurisdiction applicable.

NON DISCLOSURE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on dates specified below.

For LID	For..... (1)
Name: M ^r Dobigeon Olivier Title: President	Name: M ^r Title:
Date:	Date:
Signature:	Signature:

(1) Clearly indicate surname, first-name and title of the signatory, add the company's stamp and sign each page of this agreement.