

# **Mutual Non-Disclosure Agreement**

**Between**

.....

**and**

**SAS NETFORCE NEXSTUN**

# Mutual Non-Disclosure Agreement

This Agreement is made and entered into by and between ....., a company organized and existing under the laws of ....., having its registered office at....., (hereinafter referred to as "....."), and

SAS NETFORCE NEXSTUN, a company organized and existing under the laws of France, having its registered office at 300 rue Roland Garros,34130 Mauguio, France, (herein after referred to as "NETFORCE").

**WHEREAS** the two parties have established or are exploring to establish relationship (either by itself or through its subsidiary company) of supply and sales ("**Relationship**"), both parties wish to exchange information and hereby agree as follows:

1. For the purpose of this agreement, "**Confidential Information**" of a party (the "**Discloser**") shall mean any information which is disclosed to the other party (the "**Recipient**"), including but not limited to trade secret, know-how, patents research, business plans, marketing information, details of customers, financial situation, and any other technological, commercial and/or financial information, either expressed in notes, letters, facsimile, memoranda, agreement, contract, analyses, report, minutes, document, manual, compilations, software code, e-mail, or disclosed orally.

Notwithstanding the aforesaid definition, "Confidential Information" shall not include:

- Any publication and other information, which is in the public domain or developed or gained by the Recipient through lawful methods at the time of disclosure.
- Any publication and other information, which was in the public domain prior to its delivery by the Discloser to the Recipient or which becomes, thereafter, part of public domain otherwise than a consequence of a breach by the Recipient of its contractual obligations,
- Any publication and other information already known to the Recipient prior to its delivery by the Discloser, as evidenced by documentation possessed by the Recipient prior to such receipt,

- Any publication and other information received by the Recipient from a third person legally able to disclose it without infringing the title of the confidential information.
2. The Recipient shall not utilize any of the Discloser's Confidential Information other than for the limited purpose of performance of the agreement. Besides, the Recipient:
    - I. Shall treat the Discloser's Confidential Information as confidential and proprietary, using enough and reasonable care;
    - II. Shall not disclose, divulge, transfer, assign, license or afford access to any such Confidential Information to any third party, either organization or individual, who is not allowed to know such information for the purpose of this agreement;
    - III. Shall get written consent from the Discloser before the disclosure and conclude a non-disclosure agreement with the third party to protect such information, if there is a necessity to disclose any such Confidential Information to any third party;
    - IV. Shall bind its personnel who may access such Confidential Information to obey such confidential obligation;
    - V. Shall return to the Discloser all the Confidential Information and the materials which the Confidential Information attaches to and any of its copies upon the termination of the Relationship and within thirty days of receipt by the Recipient of a written request to do so from the Discloser;
    - VI. Shall not use any of the Discloser's Confidential Information should the parties fail to enter into any Relationship.
  3. If the Recipient has to disclose the Confidential Information as compelled by legal, judicial or administrative proceeding, the Recipient shall give the Discloser reasonable prior notice before the disclosure. Furthermore, the Recipient shall cooperate with the Discloser to enable the Discloser to seek a protective order or other relief to prevent or limit disclosure of such Confidential Information.
  4. Each party recognizes and agrees that nothing contained in this Agreement shall be construed as granting any license or transfer or right of any kind to any of the other party's Confidential Information, other than the limited right to use such Confidential Information to the extent permitted in this Agreement solely for the purpose of the Agreement.
  5. The parties hereby acknowledge that as between the parties, all confidential information of a Discloser is owned solely by Discloser. Nevertheless, nothing in this Agreement shall constitute any warranty or representation that the Discloser's Confidential Information does not infringe on or violate the patent, copyright, trademark or other rights of any third party.

6. The Agreement shall come into effect from the time when it is signed by the parties and bind the parties throughout the term of the Relationship and remain in force for a period of 5 years after the Relationship terminates.
7. This Agreement contains the entire agreement between the parties with respect to the subject matter. Any other prior or contemporaneous agreement, representation, warranties, or other matters, oral or written, actually or purportedly agreed, shall be subject to this Agreement. The terms of this Agreement shall be altered only in a writing signed by both parties.
8. The failure or delay of either party at anytime to exercise any right under any provision of this Agreement shall not limit or operate as a waiver thereof, nor shall the single or partial exercise thereof preclude or limit any other or further exercise thereof. If any provision of this Agreement is held by a court or arbitrator to be unenforceable, other provisions of the Agreement still remain original effect.
9. The present agreement is governed by the French law. Any disputes arising out of the Agreement shall be settled amicably through the representatives of the parties; if the parties cannot agree with each other, dispute shall be resolved by the Courts of Montpellier having jurisdiction.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by authorized representative of the parties as of the date first above written.

.....	SAS NETFORCE NEXSTUN
Title:	Title: General Manager
Name:	Name: Sébastien Fortage
Signature:	Signature:



Date:	Date:
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