

LETTER OF CONFIDENTIALITY

By our signatures below, in consideration for our willingness to disclose to each other certain confidential and proprietary information hereafter defined and for other good and valuable consideration, the receipt of which is hereby acknowledged, we hereby agree to abide by the terms of this letter with respect to the holding in confidentiality of certain types of information emanating from the parties hereto:

As used in this letter:

The term "Confidential and Proprietary Information" shall mean any information emanating from either party of this Agreement to the other or their agents, in any form, including, but not limited to, trade secrets, formulas, processes, know-how, designs, drawings, price lists, and other financial information, research data, personnel lists and any compilations of otherwise public information, such as telephone or customer listings.

It is understood that the term Confidential and Proprietary Information is not meant to include any information already in the public domain at the time of disclosure to the receiving party or information which passes into the public domain after disclosure through no act or default of the receiving party, or information which is made available to the receiving party by third parties having a lawful right to do so and who have not imposed upon the receiving party obligations of confidentiality in respect thereof, or information which is known (prior to the time of disclosure) by the receiving party without any limitation on use or disclosure prior to its receipt, or information which is independently developed (prior to the time of disclosure) by the receiving party.

Both parties hereto acknowledge that they have proprietary interest in maintaining the confidentiality of their respective Confidential and Proprietary Information. Therefore both parties agree not to copy, disclose, use, or permit the copying, disclosure or use of the Confidential and Proprietary Information received from the other for any purpose, at any time, in any way, except as strictly necessary for the purpose of providing any goods or services or quotations therefore under any purchase order or agreement with the party providing the Confidential and Proprietary Information, and then only in such a manner as to protect fully the confidentiality of the information.

Both parties agree to limit the disclosure of any Confidential and Proprietary Information to employees, agents, contractors and advisors of their respective organizations; such disclosure shall be limited to the evaluation of proposals, and to the fulfillment of contractual obligations to the other party. This may include the use of external IT service providers and Business Consultants to assist in the determination of optimum strategic IT business, commercial and technical direction. Both parties agree to ensure that such employees, agents, contractors and advisors acknowledge that the information is confidential before it is imparted to them; and to ensure that they are bound by obligations of secrecy in respect to the "Confidential and Proprietary Information" as set forth in this letter and to use their best efforts to ensure that they abide by them. The disclosing party agrees not to assert any claims against the receiving party for [disclosures] breach of obligations set out in this letter agreement relating to the disclosing party's Confidential and Proprietary Information, other than in respect to trade secrets, made more than five (5) years from the date of the initial disclosure to the receiving party.

Either party may terminate this Letter of Confidentiality at any time without cause by providing the other party with sixty (60) days written notice of termination. However, all obligations of confidentiality will survive termination. In the event this Letter of Confidentiality is terminated, both parties agree to return promptly to the other party, or destroy (and certify destruction thereof), any confidential material provided by or emanating from the other party, which

material shall include, but not be limited to all documents, plans, drawings, specifications, records, notebooks, and any other records and all copies made of them which allude to or contain the Confidential and Proprietary Information, unless agreed otherwise in writing.

This letter agreement shall be governed by and construed in accordance with English Law. The parties hereby submit to the non-exclusive jurisdiction of the English courts for the purpose of resolving any dispute which arises under this Agreement.

Richard Mark Charles
La Grosterie
50450 – Le Mesnil Amand
France

Signature

Signature

Typed Name

Typed Name

Richard mark CHARLES

Title: Individual

Title