

CQM CERTIFICATION
NON DISCLOSURE
AGREEMENT

This Agreement is made thisday of
.....
(the “Effective Date”) by:

.....
.....

having its principal place of business at:

.....
.....
.....

and hereinafter referred to as "Vendor",

And:

Smart Consulting SAS
16 place Emile Zola
13600 La Ciotat
France

hereinafter referred to as “SMC”;

Collectively referred to as “the Parties”.

WHEREAS SMC manage for MasterCard the Card Quality Management (“CQM”) System made for the purpose of ensuring the proper functioning of payment cards in respect of MasterCard integrated circuit card applications;

WHEREAS, the Vendor would like to participate in CQM System by becoming a certified Vendor with the intention to supply products and services into card applications related to MasterCard;

WHEREAS, to this effect, the Parties intend to initiate the certification process of the Vendor and this certification process will involve the exchange of proprietary and confidential information (as defined below) by the Parties for the purpose of CQM certification process (the “Purpose”) pursuant to the terms of this Agreement;

NOW THEREFORE, THE PARTIES HERETO
HEREBY AGREE AS FOLLOWS:

1. “Affiliated Company(ies)”: any company, which directly or indirectly, controls, is controlled by, or is under common control with, either of the Parties hereto. A company is controlled by ownership, directly or indirectly, of more than fifty (50) per cent of the outstanding stock entitled to vote for election of directors or persons performing a similar function.

“Confidential Information”: all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information identified as confidential, proprietary or the like at the time of disclosure, orally, in writing, or by any other media, to the Receiving Party by the Disclosing Party.

“Disclosing Party”: either party, that discloses, communicates or gives access to its Confidential Information to the Receiving Party under this Agreement.

“Receiving Party”: either party that receives or is given access to Confidential Information of the Disclosing Party under this Agreement.

2. The Receiving Party agrees that the Confidential Information is to be considered confidential and proprietary to the Disclosing Party. The Receiving Party shall hold the same in confidence and shall not use the Confidential Information other than for the Purpose, and shall disclose it only to its employees, accountants or other professional advisers on a need to know basis. In addition, the Receiving Party represents and warrants that its employees are bound by corresponding confidentiality obligations during the term of their employment and that its accountants or other professional advisers will also comply

with the confidentiality obligations comprised in this Agreement.

The Receiving Party may also transmit any Confidential Information to its Affiliated Companies on the condition that the Receiving Party takes all necessary steps to ensure that its Affiliated Companies comply with the confidentiality obligations of this Agreement.

When disclosed orally, Confidential Information will first be identified as confidential at the time of the oral disclosure, with subsequent confirmation in writing addressed to the Receiving Party within thirty (30) days after such disclosure referencing the date and specifically identifying the Confidential Information orally disclosed. All Confidential Information reduced to writing, as a result of such oral disclosure will also be clearly labelled as "CONFIDENTIAL" or in such other unequivocal manner so as to indicate its confidential nature.

3. The Receiving Party agrees that Confidential Information disclosed is and will remain the property of the Disclosing Party and undertakes not to copy or reproduce, mechanically or otherwise written or printed data included therein, without the express prior written authorization of the Disclosing Party.

Upon the written request of the Disclosing Party, the Receiving Party shall promptly return all Confidential Information to the Disclosing Party.

4. The obligations of confidentiality and restriction on use in sections 2 and 3 shall not apply if the Receiving Party can demonstrate that Confidential Information:
 - (a) was in the public domain prior to the Effective Date of this Agreement or subsequently came into the public domain through no fault of the Receiving Party; or
 - (b) was lawfully received by the Receiving Party from a third party free of any

obligation of confidence to such third party; or

- (c) was already in the lawful possession of the Receiving Party prior to receipt thereof, directly or indirectly, from the Disclosing Party; or
 - (d) is required to be disclosed in a judicial or administrative proceeding, or as otherwise required to be disclosed by law, in any such case after all reasonable legal remedies for maintaining the Confidential Information in confidence have been exhausted including, but not limited to, giving the Disclosing Party as much advance notice of the possibility of such disclosure as practical so the Receiving Party may attempt to stop such disclosure or obtain a protective order concerning such disclosure; or
 - (e) is subsequently and independently developed by the Receiving Party without reference and/or access to the Confidential Information.
5. This Agreement does not confer any right, license, interest or title in, to or under the Confidential Information to the Receiving Party. No licence is hereby granted to the Receiving Party under any patent, trademark, copyright, trade secret or other proprietary rights of the Disclosing Party. Title to the Confidential Information shall remain solely in the Disclosing Party. The Receiving Party also acknowledges that the Disclosing Party does not warrant the completeness or accuracy of the Confidential Information that may be disclosed.
 6. In the event of any breach of this Agreement by the Receiving Party, the Disclosing Party or any third party to which it is contractually bound to maintain confidentiality shall be entitled to an injunction and to recover all damages, expenses and reasonable attorneys' fees incurred in connection with any legal action taken because of such a breach.

7. The Receiving Party acknowledges that any breach of this Agreement by it may lead to instant termination of its right to use the Confidential Information without any right of recourse or damages even when such termination effectively results in Receiving Party being exposed to claims of damages by third parties. Upon termination of this Agreement, Receiving Party shall, at the Disclosing Party's option, promptly either return to the Disclosing Party or destroy the Confidential Information and any copies thereof in the Receiving Party 's possession or under its control. Written confirmation of destruction of the Confidential Information shall be given forthwith by Receiving Party to the Receiving Party.
8. The waiver or failure of SMC to exercise in any respects any right provided for in this Agreement shall not be deemed a waiver or any further right under this Agreement.
9. The Receiving Party may not without the prior written approval of the Disclosing Party assign or otherwise transfer its rights and obligations granted under this Agreement, provided that the Receiving Party may upon written notice to the Disclosing Party, make such an assignment or transfer to an Affiliated Company
10. Any notice to be given hereunder shall be given by registered or certified mail, return receipt requested, postage prepaid, to the other party at its address appearing at the beginning of this Agreement and shall be deemed to have been received three (3) business days after posting.
11. This Agreement shall remain in force until one of the exceptions contemplated in section 4 applies.
12. This Agreement shall be governed and construed under the laws of France without resort to its conflict of laws provisions. The courts of Aix en Provence shall have exclusive jurisdiction to hear and determine any dispute arising out of this Agreement.

Please sent a signed copy to the following email address:

cqm@smart-consulting.com

The signed copy by Smart Consulting SAS will be emailed to the Vendor.

For the Vendor

Signature :.....

Name :

Title:.....

For SMC

Signature :.....

Name : DREHER Dominique.....

Title: Manager.....