

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement (the "Agreement") is entered into as of the _____ between **Quazal Technologies Inc.**, a Quebec business corporation having its head office at 555 Rene Levesque, Suite 1800, Montreal, QC, H2Z 1B1 and _____ having its place of business at _____ (Here in after individually called "**Party**" and collectively "**Parties**").

WHEREAS the Parties are interested in doing business together and for this purpose only will request from each other information related to any of them or their respective affiliates and it is the interest of the Parties to protect such information;

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants herein contained, covenant and agree with each other as follows:

1. CONFIDENTIAL INFORMATION

The Agreement shall apply to all information whether transmitted verbally, in writing, by computer or otherwise. The information includes, without limitation, analysis, previsions, reports, studies, inventions, concepts, designs, formulas, techniques, processes, software, technical data, knowledge on markets and sales, prices, tariffs, list of clients as well as financial, commercial and strategic information pertaining to any of the Parties or their respective affiliates (hereinafter the "**Information**"). For the purpose of the Agreement, the Party furnishing the Information shall be referred to as the "**Disclosing Party**" and the Party receiving the Information shall be referred to as the "**Recipient**".

2. CONFIDENTIALITY AND LIMITED DISCLOSURE

The Recipient shall (i) treat confidentially the Information and not disclose the Information to any third party or publish the Information, in whole or in part, except as provided for in the Agreement; (ii) disclose the Information only to its employees and representatives having a need to know the Information and inform them of the confidential nature of the Information and of the importance of respecting the terms and conditions of the Agreement; (iii) take and make sure that that its employees and representatives take all necessary measures to protect the confidential nature of the Information in the same manner that it protect its own information; and, (iv) not disclose that discussions and/or negotiations are currently taking place between the Parties.

3. EXCEPTIONS

Notwithstanding anything to the contrary herein, the Recipient shall have no obligation to preserve the confidentiality of any information which (i) was already in the public domain at the time of disclosure; or (ii) although originally confidential, becomes public through no fault from the Recipient; or (iii) is conceived independently by the Recipient; or (iv) the Disclosing Party authorizes in writing to be disclosed; or (v) is transmitted by either Party to any third party without any restriction regarding its disclosure; or (vi) is disclosed order of law or under a valid court order, provided however that before making such disclosure, the Recipient shall give the Disclosing Party prompt notice so that the Disclosing Party may take appropriate measures to protect the confidentiality of the Information. Notwithstanding 3(vi), if Receiving Party is required to make a disclosure of Information under such section, Receiving Party will use its best efforts to keep such disclosed Information confidential for all other purposes.

4. OWNERSHIP

The Information disclosed is and remains the property of the Disclosing Party and, upon request; the Recipient shall remit to the Disclosing Party all material in its possession

containing or constituting Information or destroy such material and certify its destruction. The Agreement shall not be construed as granting any Party any license or right in the Information other than what is expressly granted under the Agreement.

5. NO REPRESENTATION OR WARRANTY

No Information obtained from or through a Disclosing Party shall constitute a representation, warranty, assurance or guaranty by the Disclosing Party to the Recipient with respect to the accuracy or completeness of such Information and the Disclosing Party shall have no liability to the Recipient relating to the Information or for any errors therein or omissions there from.

6. INJUNCTIVE RELIEF

The Parties hereto hereby acknowledge that the unauthorized disclosure or use of Information could cause irreparable harm and significant injury, which may be difficult to ascertain. Accordingly, the Parties mutually agree that the Disclosing Party shall have the right to seek immediate injunction enjoining any breach of the Agreement, without prejudice to any other rights or remedies otherwise available to the Disclosing Party.

7. APPLICABLE LAW, LANGUAGE AND ENTIRE AGREEMENT

The Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable therein. The Parties have agreed that the Agreement be drafted in the English language; les parties se sont entendues pour que cette convention soit rédigée en langue anglaise. The Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties. This Agreement may only be modified by way of a written instrument signed by an authorized representative of each Party.

8. DURATION

This Agreement is effective from the date of its signature by the Parties and shall remain in effect thereafter until terminated by either Party providing the other Party with a written notice, provided however that this Agreement shall have a maximum duration of two (2) years. Notwithstanding termination of the Agreement, the terms and conditions pertaining to non-disclosure and confidentiality shall remain in full force and effect for a period of one (1) year following termination.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

Quazal Technologies Inc.

Per:
Title:

Per:
Title: