

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (hereinafter referred to as the "Agreement") is made as of this day, [_____], [_____] (the "Effective Date"),

BETWEEN:

Redspher SA, a company incorporated under the laws of Luxembourg, under the registration number B41128, whose registered office is at 19, rue Edmond Reuter, L-5326 Contern, Luxembourg;
Hereinafter the "Company A";

AND

[_____], address in [_____] - [City ____, State,____Country_____];
Hereinafter the "Company B" ;

Company A and Company B are hereinafter collectively referred to as the "Parties" and individually referred to as a "Party".

WHEREAS:

- A. The Parties desire to investigate and start a cooperation as part of the Flash Franchise Network (the "Project");
- B. The Parties wish to receive from each other Confidential Information (as such term is defined in Article 1) for the purpose of undertaking the Project;
- C. The Party receiving information shall be referred to herein as the "Recipient" and the Party disclosing information shall be referred to herein as the "Discloser";
- D. The Discloser desires that such Confidential Information be kept confidential; and
- E. The Parties are prepared to give and receive such Confidential Information on the terms and conditions set forth in this Agreement.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

Article 1. Confidential Information

For the purpose of this Agreement, "Confidential Information" means:

- (i) all information (whether in written, oral, visual, electronic or any other form) furnished to the Recipient, or to its directors, officers or employees (collectively referred to herein as the "Representatives") in connection with the Project by the Discloser or by the Discloser's Representatives;
- (ii) all information derived, in whole or in part, from the information referred to in clause (i); and

1

- (iii) all information regarding the existence, nature or progress of the Project and/or any negotiations relating to the Project including, without limitation, this Agreement and the fact that the Parties have entered into this Agreement.

Article 2. Non-confidential information

Notwithstanding the foregoing, Confidential Information shall not include information which the Recipient can demonstrate:

- (i) was, at the time of its disclosure to the Recipient, already in the public domain;
- (ii) which, after its disclosure to the Recipient, comes in the public domain otherwise than through a breach of this Agreement or another confidentiality undertaking;
- (iii) which was lawfully in the Recipient's possession prior to its disclosure by the Discloser or the Discloser's Representatives; or
- (iv) which lawfully comes into the Recipient's possession from a third party on a non-confidential basis without any breach of this Agreement;
- (v) was developed by the Recipient independently and without using any of the Confidential Information.

Article 3. Representatives

The Recipient agrees that it shall inform all Representatives with whom it shares Confidential Information of the confidential nature of such Confidential Information if such Representative is not already bound by a confidentiality obligation to the Recipient. The Recipient undertakes to ensure that all of its Representatives observe the terms and conditions of this Agreement as if they were a party hereto and the Recipient agrees that it shall be fully responsible in the event of a breach of this Agreement by any of its Representatives.

Article 4. Confidential Information use

The Recipient hereby undertakes and agrees:

- (i) to preserve the strict confidentiality of the Confidential Information that have been or will be provided to him;
- (ii) take all reasonable measures to ensure that Confidential Information will be protected against theft, unauthorized disclosure or any other non-authorized access;
- (iii) to use the Confidential Information for its own account, solely for the purpose of working on the Project;
- (iv) not to reproduce, directly or indirectly, any Confidential Information other than for completing the Project;
- (v) not to disclose the Confidential Information to any person other than to such of its Representatives who have a need to know the Confidential Information for the purpose

of working on the Project, unless otherwise expressly authorized in writing by the Discloser.

The Recipient acknowledges and agrees that:

- (i) the Discloser and the Discloser's Representatives make no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and undertake no duty to update any Confidential Information; and
- (ii) in no event shall the Discloser or the Discloser's Representatives have any liability whatsoever to the Recipient or its Representatives in connection with the Confidential Information, their use thereof, or otherwise in connection with this Agreement or the Project.

The Recipient expressly agrees that:

- (i) the Confidential Information obtained under this Agreement is and shall remain the exclusive property of Discloser; and
- (ii) except as specifically provided hereunder, nothing contained in this Agreement shall give, or be construed as giving to the Recipient any right, title, ownership, interest, license or any other right in or to the Confidential Information.

Article 5. Return of Confidential Information

After termination of this Agreement for any reason, and upon the written request by the Discloser, the Recipient shall:

- (i) return to the Discloser or destroy (as Discloser shall specify in writing) all Confidential Information furnished to it or its Representatives, including, without limitation, all documents, presentations, computer and/or other records prepared by the Recipient or any of its Representatives which contain or are derived from Confidential Information; and
- (ii) certify in writing to the Discloser that such destruction has been completed in accordance with the terms of this Agreement.

Should the Beneficiary be unable to return or destroy the Confidential Information as above prescribed for technical or regulatory reasons, the Beneficiary undertakes to keep the Confidential Information in compliance with the terms of this Agreement.

Article 6. No Poaching.

For a period starting on the Effective Date and ending on the date of completion of the Project, or in the event of termination of the discussions regarding the Project, for a period of two years after the date of such termination, the Beneficiary agrees not to solicit, in any manner whatsoever, directly or indirectly, any employee or current corporate officer of the

Discloser or of its affiliates, it being specified that a public solicitation (add ...) should not be considered as a solicitation prohibited by this article.

The Beneficiary is responsible for compliance of this article by itself, its affiliated companies and any company controlling it directly or indirectly.

Article 7. Breach of Agreement

Recipient agrees to:

- (i) notify the Discloser immediately upon becoming aware of any breach of any of the terms of this Agreement by it or any of its Representatives; and
- (ii) to indemnify and hold the Discloser and the Discloser's Representatives harmless from and against any and all damages, losses, expenses (including reasonable attorney's fees) and other amounts incurred due to or in connection with the breach of this Agreement by the Recipient or its Representatives. The Recipient acknowledges and agrees that money damages are not an adequate remedy for any breach of this Agreement and, consequently, that the Discloser and/or the Discloser's Representatives shall be entitled (but not limited) to injunctive or other equitable relief with respect to any actual or threatened breach of this Agreement.

Article 8. Disclosure Legally Required

In the event that the Recipient is compelled by a court of competent jurisdiction or by a governmental or regulatory authority of competent jurisdiction to disclose any Confidential Information (including by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process), the Recipient shall immediately notify the Discloser in writing and shall cooperate with the Discloser and take all steps requested by the Discloser in order to prevent or limit such forced disclosure to the maximum extent possible. In any event, the Recipient will furnish only that portion of the Confidential Information that is legally required or deemed advisable, in the opinion of its counsel.

Article 9. Survival

Unless otherwise agreed in writing by the Parties, this Agreement shall remain in full force and effect for a period of two years from the Effective Date.

Article 10. Governing Law and Exclusive jurisdiction

This Agreement is governed by and shall be construed in accordance with the laws of France.

All disputes arising between the Parties in connection with this Agreement shall be subject to the exclusive jurisdiction of the commercial courts of Paris.

Article 11. Assignment

Neither Party shall have the right to assign or transfer whole or part of the rights and/or obligations it holds under this Agreement to any third party without the prior written consent of the other Party.

Article 12. No Agency

The Parties hereby agree that nothing in this Agreement shall operate to create an agency or partnership between them. Notwithstanding any provisions to the contrary in this Agreement, none of the Parties shall have any authority or power to bind the other Party or to contract in the name of, or create any liability against, the other Party for any purpose.

Nothing contained in this Agreement shall oblige, or be construed as obliging, the Recipient and/or the Discloser to continue any discussions in connection with the Project, or to enter into any further agreements or understandings with respect thereto or any other matter.

Article 13. Severability/Waiver

In the event that any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties in this Agreement.

No waiver of any term, provision or condition of this Agreement shall be effective unless it is in writing and signed by the waiving Party. No failure or delay or other indulgence to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be.

Article 14. Notices

All notices, requests, claims, approval, consent, agreement or other communication required or permitted by, or in connection with, this Agreement (hereinafter referred to as the "Notices") shall be in writing, in the English language and be delivered either by mail or delivered by hand in exchange for a receipt signed by a duly authorized officer of the recipient thereof. All Notices shall be sent or delivered:

If to Redspher SA, to it at:

Address: Redspher SA, 19, rue Edmond Reuter, L-5326 Contern, Luxembourg
Name: Philippe Higelin

if to [PERSON NAME_____], to it at:

Address: [_____] City, State, Country ;
Name: [_____]

Article 15. Entire agreement

This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof and supersedes and cancels any and all prior understandings or agreements, verbal or otherwise, in relation hereto which may exist between the Parties. No oral explanation or oral information by either Party shall alter the meaning or interpretation of this Agreement. No amendment or change hereof or addition hereto shall be effective or binding on any Party unless made in writing and executed by the duly authorized representatives of the Parties. The terms of this Agreement may be waived only by a written instrument executed by the Party waiving compliance.

Section headings contained herein are for convenience of reference only and are not part of this Agreement.

IN WITNESS WHEREOF the Parties have each caused this Agreement to be signed and delivered by its duly authorized representative the day and year first above written.

Redspher SA

PERSON NAME & SIGNATURE

Represented by : P. Higelin
Date : [_____]

Date : [_____]