

NON – DISCLOSURE AGREEMENT

It is understood and agreed to that the Discloser and the Recipient would like to exchange certain informations that may be considered confidential. To ensure the protection of such informations and in consideration of the agreement to exchange said informations, the parties agree as follows:

1. The confidential information to be disclosed by Discloser under this agreement (Confidential Informations) can be described as and includes:

Technical and business informations relating to Disclosure's proprietary ideas, patentable ideas copyrights and/or trade secrets; existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing and current or future business plans and models, regardless of whether such informations is designated as "Confidential Information" at the time of its disclosure.

In addition to the above, Confidential Information shall also include, and the Recipient will have a duty to protect, other confidential and/or sensitive which is (a) disclosed by Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure, and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure, and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty days (30) days of the disclosure.

2. The Recipient will use the Confidential Informations for the purpose of evaluating potential business and investment relationships with Discloser
3. The Recipient shall limit disclosure of Confidential Informations within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Informations to any third party (whether an individual corporation or entity) without the prior written consent of Discloser. Recipient shall have satisfied its obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Informations.
4. This agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was a Recipient's possession before receipt from Discloser, (b) is or become a matter of public knowledge through no fault of Recipient, (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser, (d) is disclosed without a duty of confidentiality to a third party by or with the authorization of Discloser, or (e) independently developed by Recipient.
5. Discloser warrants that he/she has the right to make the disclosures under this agreement.
6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

7. Neither party has an obligation under this Agreement to purchase any service, goods or intangibles from the other party. Discloser may, at its sole discretion, using its own Information, offer such products and/or services for sale and modify them or discontinue sale at any time. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.
8. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services or otherwise based on either party's decision to use or rely on any information exchanged under this Agreement.
9. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Discloser shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief, provided however, no specification in this Agreement or any particular remedy shall be construed as a waiver of prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.
10. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of ENGLAND. In the event that this Agreement is breached, any and all disputes must be settled in a court of competent jurisdiction of ENGLAND.
11. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limit extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understood this Agreement and voluntarily accept the duties and obligations set forth herein.

RECIPIENT OF CONFIDENTIAL INFORMATION

NAME (Print or type):

COMPANY:

TITLE:

ADDRESS:

CITY, STATE, ZIP:

DATE:

SIGNATURE:

DISCLOSER OF CONFIDENTIAL INFORMATION

NAME (Print or type): **Jean Claude DUCAMP**

COMPANY: **KART CHANNEL INTERNATIONAL Ltd** (registration number: 6326912)

TITLE: **General Manager - Promoter**

ADDRESS: **145/157 St John Street – 11, Rue Jean BART**

CITY, STATE, ZIP: **LONDON ENGLAND EC1V 4PY – VILLENEUVE/LOT FRANCE 47300**

DATE:

SIGNATURE: