

CONFIDENTIALITY AGREEMENT

The**MBO Partenaires**.....**Company** (the Candidate) considers acquiring shares of the “**name coded AERO**” **Company** (the Company), which has mandated the **JSC Consultants Company** (the Consultants) to take part in the organization of such a deal.

The Candidate has expressed its interest in the Company to the Consultants, which itself has relayed this expression of interest to the owners of the Company who have agreed to study with the Candidate the conditions under which the considered operation could be organised and achieved.

During some past and future meetings between the Candidate, the Consultants, and the Company, information on the Company will be passed along and shared.

Taking into consideration the damages that could result for the Company from the disclosure of these information towards third Parties, the Candidate commits to consider the information he has received and will receive as strictly confidential.

Consequently :

1, The Candidate commits :

- not to share this information or part of it with any third party,
- should this information or part of it be necessarily communicated to a third party, to ask for and receive written permission from the Consultants before communicating them to any outsider.

2, The Candidate agrees that, if any disclosure of information for which it would be considered as responsible and for which it would not have received permission, causes any harm, liability or loss to the Company, the Candidate would have to indemnify the Company for the said damages.

3, The Candidate commits to take all the necessary measures so that the members of their staff susceptible to have access to these information :

- be committed to the same confidentiality obligations. To this purpose the Candidate will have these members sign the present agreement together with him.

- be aware of the possible consequences of a breach of the present confidentiality agreement.

4, The Candidate commits not to get in touch with any member of the Company's personnel or any supplier, or any client, or more generally with any third party in contact with the Company, be it for business reasons or any others.

5, The Candidate commits not to hire or attempt to hire any member of the Company's personnel, be it directly or indirectly.

6, This commitment does not apply to the information which are public on the one hand and to the information which the Candidate can prove that they were legally in his hands prior to the signature of the present Agreement on the other hand.

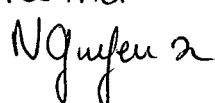
7, Duration : this commitment will remain in force during 24 months after the date of signature of this NDA.

8, Upon receipt of the present document, signed by the Candidate and staff, the Consultants will disclose the name of the Company and a Memorandum of presentation will be sent to the Candidate.

For the Candidate, authorized persons :

Name : NGUYEN CUZEL

Position : Partner

Signature : 

Name :

Position :

Signature :

Name :

Position :

Signature :