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Mutual Confidentiality Undertaking

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Purpose:

This document defines our mutual contractual undertakings with our suppliers related to confidentiality.

MNG	LOG	CON	GDC
VNT	ACH	MAM	MRK

Scope:

Commercial and administrative personnel

In the course of our commercial relations, each party may be required to provide the other party with access to information that must remain confidential. The parties' objective is to avoid any inappropriate use of disclosed information.

By accepting SADEVGROU orders, the supplier undertakes to ensure the following, as does SADEVGROU:

1° Confidential Information

Is considered confidential information all information related to data, drawings, plans, films, videos, models, samples, production or implementation processes, production facilities, installations and other information that is communicated by one party to the other in the context of their business relations, independently from the manner in which this information is communicated, whether verbally, in writing, on magnetic or computerized media, through the exchange of computerized data, or any other means. In particular, SADEVGROU has its partners produce parts, partial products and assemblies for the exclusive use of its clients and, to this end, provides these partners with substantial information required to execute its orders. Although the name of SADEVGROU's client or the intended recipient of the part, partial product or assembly is not included in the documents provided by SADEVGROU, save for an error or omission, its origin or purpose may be identified by an informed professional.

2° Confidentiality Undertaking

The parties mutually agree not to use the information received directly or indirectly in the context of the business relations except in the limited context of the execution of orders.

The parties mutually undertake not to communicate this information to third parties or to allow third parties to access it in different forms, and to take all measures required to ensure this information is not disclosed to third parties.

If the execution of the orders requires the communication of information to third parties, the parties undertake to sign a confidentiality agreement of the same type with the third party. If this is the case, SADEVGROU reserves the right to demand proof of the existence of this type of agreement. Are also considered third parties companies that belong to the same group as the signatory company, companies in which they have ownership and those that own part of its capital. This agreement is automatically transmitted to the potential acquirer or successor of the parties.

The parties undertake to only use the information received and communicate it to their employees to the degree required for the execution of the orders.

The parties reserve their rights to their own confidential information. Among other things, this includes the protection of intellectual property rights.

The parties must ask their employees to comply with the confidentiality undertaking for the information brought to their knowledge in the context of their professional activity via explicit instructions should this undertaking not already exist in their employment agreement.

In particular, SADEVGROU's suppliers will refrain from showing the parts manufactured on its behalf to third parties, as well as the documents related to the manufacturing of said products, and they will

avoid showing third parties their machines while they are in the process of manufacturing these parts. They will also refrain from exhibiting these parts at business fairs and events and from using a representation, image and related sketches thereof in their communication materials: brochures, documentation, mailings, Internet site, etc.

3° Exceptions

The following information is excluded from the above obligations. Information which:

- a – at the time of disclosure is known or generally public
 - b – once disclosed, becomes known with no fault attributable to the receiving party
 - c – when communicated, is already known by the receiving party and emanates from a different source, and/or
 - d – once disclosed, is brought to its attention by another source that is authorized to communicate it.
- If the parties intend to claim one of the above exceptions, they will be bound to provide proof of the fulfilment of all the above conditions. In addition, these exceptions are only enforceable if no partial information that is considered confidential is used.

4° Damages

Each party reserves the right to seize the courts to assess and, if applicable, obtain damages for the consequences of a violation of this agreement by the other party.

5° Period

The present confidentiality agreement tacitly takes effect on acceptance of the first order and is entered into for an indefinite period. It may be terminated by either party upon six months notice, no justification being necessary for said termination. However, the confidentiality undertaking for information received remains in effect for five years after it is communicated and at least for five years after the expiry or termination of the present agreement.

6° Competent Jurisdiction

French law is applicable. The competent court of Annecy has jurisdiction.