

NON-DISCLOSURE AGREEMENT

BY AND BETWEEN:

LACROIX ELECTRONICS CESSON, SAS,

A company duly organized and existing under the laws of France,
Registered at the Rennes Trade Register under number 378 445 647 and having its registered office at 3700
Boulevard des Alliés, 35510 CESSON-SEVIGNE -France

Represented by Vincent BEDOUIN acting as President, duly empowered,

Hereinafter referred to as « **LACROIX**»,

On one hand,

AND:

_____ ,
A company duly organized and existing under the laws of _____ ,

Having its registered office at _____ ,

Represented by _____ , acting as _____ ,

duly empowered,

Hereinafter referred to as « _____ »

On the other hand,

Hereinafter individually referred to as a « **Party** » and collectively as the « **Parties** ».

PREAMBLE

WHEREAS:

- the Parties wish to pursue exploratory discussions with the aim to evaluate a potential co-operation between themselves in relation to evaluate LACROIX vision pipeline software running on eCUBE DVP hardware target and Renesas V3HSK V2.1

hereinafter referred to as the « **Purpose** »;

- during the course of discussions, it may become desirable or necessary for the Parties to disclose to each other certain information of a proprietary or confidential nature and proprietary to each of them;
- Now therefore, in consideration of the receipt of such confidential information, the Parties are willing to agree on the conditions of disclosure and the rules governing the use and the protection thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. As used in this Agreement, each word or expressions listed below shall have respectively the meaning as follows:

« **Affiliate** » means any company directly or indirectly controlled by, controlling or under the same control as a Party, being understood that « *control* » shall be mean:

- holding more than fifty percent (50%) of the voting rights in a company, whether by holding the required portion of the share capital of said company, through any agreement with the any other shareholder(s) of said company or by any other means whatsoever; or
- having effectively the power to manage a company, to take decisions in the corporate body(ies) of a company or to appoint or remove the corporate officer (chief executive officer, proxy or any similar position) of the company or the majority of members of the corporate body(ies) of a company (corporate body(ies) being understood as any management or supervisory board of the company such as but not limited to the board of directors).

A company shall be deemed controlling another when it holds directly or indirectly more than fifty percent (50%) of the voting rights of said company and no other shareholder holds directly or indirectly a greater portion.

« **Agreement** » means this non-disclosure agreement.

« **Confidential Information** » means any information or data:

- whatever the nature (marketing, technical, financial or other), including but not limited to any trade secret (which, for avoidance of doubt, refers but is not limited to any sales price, internal cost, bill of materials, customers list, internal procedure, organization chart, personnel biotas)

and whereabouts), drawing, model, study, invention, know-how, process, technique, computer program, algorithm, data base or computer software, or any part thereof,

- whatever the form and on whichever tangible format, including any written document, printed or in electronic format, as well as any sample or mockup,
- not generally available to the public,
- whether protected or not by any intellectual property right or title,


disclosed by either Party to the other, either in writing, in machine readable form or orally, by electronic means or more generally through any other means of disclosing that the Parties may elect to use during the term of this Agreement. Confidential Information shall be subject to the terms of this Agreement whatever the intellectual property rights the Disclosing Party may have on such, in particular where this Confidential Information belongs to a third party (customer, supplier, etc.) and the Disclosing Party only benefits of restricted rights of use on this Confidential Information.

« **Disclosing Party** » means the Party that discloses Confidential Information to the other Party in the frame of this Agreement.

« **Employee(s)** » means any physical person permanently and regularly hired by the Receiving Party, to the exclusion of, in particular but not limited to, any trainee, apprentice, temporary personnel or independent contractor. For avoidance of doubt, shall **not** be considered as Employees: physical persons hired by an Affiliate of the Receiving Party, whether they are permanently and regularly hired or not.

« **Receiving Party** » means the Party that receives Confidential Information from the other Party in the frame of this Agreement.

2. Each Party, as far as it is authorized to do so, shall only disclose to the other Party the Confidential Information it believes necessary for the Purpose.
3. Any Confidential Information shall be subject to the relevant terms and conditions of this Agreement whether a confidentiality stamp, masthead or notice is used or not on the format or means of disclosure.
4. Nothing in this Agreement may be construed as compelling either Party to enter into any further contractual relationship with the other Party.
5. The Receiving Party hereby covenants that, for the duration of this Agreement and for a period of two (2) year after termination or expiration thereof, any Confidential Information received from the Disclosing Party shall:
 - (a) be protected and kept in strict confidence by the Receiving Party which must use the same degree of precaution and safeguards as it uses to protect its own Confidential Information of like importance, but in no case any less than reasonable care;
 - (b) be only disclosed to and used by its Employees who have a need to know and solely for the Purpose specified in this Agreement and to its professional advisors having a need to know of such Confidential Information provided they have been informed of the confidential nature of the Confidential Information and being bound by the same level of provisions as those of this Agreement;
 - (c) not be used in whole or in part for any purpose other than the Purpose without the prior written consent of the Disclosing Party;

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- (d) not be tested, decompiled or subject to reverse engineering except with the prior written consent of the Disclosing Party;
- (e) neither be disclosed nor caused to be disclosed whether directly or indirectly to any third party or persons other than those mentioned in paragraph (b) above;
- (f) neither be copied, nor otherwise reproduced nor duplicated in whole or in part except for disclosure to persons mentioned in paragraph (b) above.

Notwithstanding the foregoing the Receiving Party shall be entitled to disclose Confidential Information as far as this disclosure is required by law (court decision or any other mandatory legal or administrative requirement) provided the Receiving Party (a) informs previously in writing the Disclosing Party by giving full details about the requirement and the Confidential Information it intends to disclose, (b) cooperates with the Disclosing Party in order to limit such disclosure to what is strictly necessary to fulfil said requirement and (c) gives the Disclosing Party the opportunity to exercise any existing right to challenge said requirement (for instance by exercising a recourse, obtaining a restraining order or any equivalent conservative or protective measure).

- 6. The Receiving Party shall have no obligation or restriction with respect to any Confidential Information which the Receiving Party can prove:
 - (a) has come into the public domain prior to, or after the disclosure thereof and in such case through no wrongful act of or breach of this Agreement by the Receiving Party; or
 - (b) was already known to the Receiving Party before the disclosure, as evidenced by written documentation in the files of the Receiving Party; or
 - (c) has been lawfully received from a third party without restrictions or breach of this Agreement and without breach of any other confidentiality undertaking known by the Receiving Party; or
 - (d) has been independently developed in good faith by members of the personnel or external contractors of the Receiving Party who did not have access to the Confidential Information; or
 - (e) has approved for release or use without restrictions by written authorization of the Disclosing Party.
- 7. It is agreed and understood that the exchanges under this Agreement may be subject to the export control regulations of the relevant national authorities and thus, that any such exchanges shall be subject to and be performed only in compliance with any applicable export control rules and regulations and any authorization granted thereunder. The Parties hereby represent that the disclosure of Confidential Information by and between themselves is not contrary to the laws and regulations of their respective countries.
- 8. The ownership in all Confidential Information disclosed by either Party to the other pursuant to this Agreement shall, subject to any right of any third party, rest with the Disclosing Party.

It is expressly understood and agreed by the Parties hereto that the disclosure and provision of Confidential Information under this Agreement by either Party to the other shall not be construed as granting to the Receiving Party any right whether expressed or implied by license or otherwise on the matters, inventions or discoveries to which such Confidential Information pertains, except a mere right

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of use for the Purpose as expressly provided in this Agreement. The same shall apply to any copyright, trademark, trade secret rights or any other intellectual property right.

- 9. The effective date of this Agreement shall be the date on which it is executed by both Parties hereto. Unless earlier terminated as aforesaid in paragraph 10 hereof, this Agreement shall expire two (2) year from its effective date.
- 10. This Agreement may be terminated by operation of law and without demand by either Party at any time by registered letter with acknowledgment of receipt with a thirty (30) days prior notice to the other Party.
- 11. The expiration or termination of this Agreement shall not relieve the receiving Party from complying with the obligations imposed by article 5 above with respect to the use and protection of the Confidential Information received prior to the date of the termination or expiration of this Agreement, such obligations remaining in force for the period applicable as set forth in said article. The provisions of articles 8, 12 and 13 shall also survive as far as needed after the termination or expiration of this Agreement.

In addition, upon expiry or termination of this Agreement the Receiving Party shall make its best efforts in order to destroy all materials incorporating in all or in part the Confidential Information that has been disclosed to the Receiving Party or for which the Receiving Party have had knowledge of during the term of this Agreement, which includes the internal documents established by the Receiving Party and that would include or reflect the Confidential Information.


- 12. This Agreement shall be governed by and shall be interpreted in accordance with the French laws with the exclusion of its conflict of law provisions.
- 13. Any dispute, controversy or claim arising out of or in connection with the existence, validity, construction, performance or termination of this Agreement (or any of its provisions), that the Parties are unable to resolve amicably shall be settled by the competent courts of Nantes (France).

Notwithstanding the above, considering the substantial and irreparable harm a violation of this Agreement may cause, each Party shall be entitled, in case of potential violation, to obtain specific performance or injunctive relief from any court of competent jurisdiction.

- 14. This Agreement constitutes the entire agreement between the Parties with respect to the exchange and protection of Confidential Information for the Purpose. It prevails on and replaces all prior representations, negotiations, commitments, undertakings, communications, whether oral or written, acceptances, understandings and previous agreements between the Parties with respect to or in connection with any of the matters or things to which such Agreement applies or refers.

This Agreement shall only be modified by a written amendment signed by duly empowered representatives of both Parties. Further amendments shall be considered as been part of this Agreement and shall be governed by all its provisions not modified by these amendments.

- 15. The Parties represent that this Agreement is governed by the « intuitu personae » principle. Therefore, no Party shall have the right to assign to any third party any or all of its rights and/or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

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By exception to the foregoing, the rights and obligations of a Party under this Agreement can be assigned to one of its Affiliates when such assignment results from corporate reconstruction, reorganization, merger or analogous internal proceedings inside the group of companies where said Party belongs.

- 16. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.
- 17. Should any provision of this Agreement or any part thereof becomes void with respect to any applicable rule or law, it shall be considered as never been agreed but this Agreement and all of its other provision shall remain valid and effective.
- 18. This Agreement is executed by the same number of signatories and in the same number of counterparts as the number of Parties to this Agreement, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement. Moreover, each page of each counterpart is initialized by all signatories, except for the signature page. Each signatory represents that he/she has the authority or power to bind the Party in the name of which he/she is signing this Agreement.

For the purposes hereof, only original hand-made signature or electronic signature by appropriate electronic identification means shall be valid. No facsimile or email copy of this Agreement shall be considered as an original.

- 19. Any notice served by a Party under this Agreement shall be only deemed properly made on the date of its receipt by the other Party if it effected (i) by registered mail with acknowledgement of receipt to the registered address of the other Party or to any other address the other Party may thereafter have communicated or (ii) handed over to a representative of the other Party against acknowledgement of delivery.


Made in Cesson-Sévigné France in two (2) original copies,

For LACROIX ELECTRONICS CESSON

Name : Serge Laverdure
 Title : Managing Director
 LACROIX Impulse
 Date : _____
 Signature:

For _____

Name : _____
 Title : _____
 Date : _____
 Signature:

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