

CONFIDENTIALITY AGREEMENT

- 1 - The COMPANY agrees to comply with all obligations set forth in this agreement pertaining to the use and disclosure of INFORMATION regarding to HAULOTTE GROUP, which have been and will be disclosed or otherwise made available to it. The obligations of the COMPANY under the agreement shall apply as from the date of its execution to all INFORMATION disclosed before or after this date by HAULOTTE GROUP.

- 2 - In this agreement, the term INFORMATION shall include, by way of example, but without limitation, data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, samples, analysis, reports, customers lists, pricing information, studies, findings, inventions and ideas.

- 3 - The COMPANY agrees:
 - (a) to keep all the INFORMATION received from HAULOTTE GROUP and made available to it, secret and confidential for a period of ten (10) years from the reception date of the INFORMATION by the COMPANY and to exercise all its care to prevent its disclosure to any third party;
 - (b) to limit disclosure of INFORMATION within its own organisation to individuals whose duties justify the need to have knowledge of such INFORMATION, and then only provided that there is a clear understanding by such individuals of their obligation to maintain the secret status of such INFORMATION and to restrict its use solely to the purpose specified in this agreement;
 - (c) not to disclose any part of the INFORMATION to any third party without the written consent of HAULOTTE GROUP and without the third party's valid commitment to maintain the secret status of such INFORMATION under the same terms as set forth in this agreement;

- 4 - The COMPANY shall be under no obligation with respect to any INFORMATION:
 - (a) which is, at the time of disclosure, available to the general public or;
 - (b) which becomes at a later date available to the general public through no fault of the COMPANY and then only after said later date;
 - (c) which is disclosed to the COMPANY without restriction on disclosure by a third party who has the lawful right to disclose such INFORMATION.

- 5 - All INFORMATION disclosed or made available by HAULOTTE GROUP shall remain the property of HAULOTTE GROUP and the COMPANY agrees to return to HAULOTTE GROUP all tangible material containing the INFORMATION disclosed or made available to the receiver upon the disclaimer's written request.

- 6 - This agreement shall not be construed as granting or confirming, either expressed or implied, any rights or licences in or under any patent, know-how or any other form of intellectual property.

- 7 - All covenants and agreements made pursuant to this agreement shall remain in full force and effect notwithstanding execution, completion and/or termination of the ARRANGEMENTS.
- 8 - In the event of breach by the COMPANY of any of the covenants imposed by this agreement, and in the event of the COMPANY failing to cease any activity resulting in such breach, having received due notice to do so, the COMPANY shall be liable to pay to HAULOTTE GROUP a daily fine of one thousand six hundred Euros (1.600 €) until such activity ceases, without prejudice of any other claims made by HAULOTTE GROUP pursuant to this agreement as a result of such breach.
- 9 - This agreement supersedes any previous agreement between the parties in relation to the matters dealt with herein and represents the entire understanding of the parties in relation thereto.

No variations to this agreement shall be effective unless in writing and signed by a duly authorised representative of the parties, their successors or assignees.

This agreement shall be binding on the parties hereto, their successors in title and assigns and personal representatives (as the case may be). It cannot be assigned by either party without the written approval of the other party.

- 10 – The rights of either party shall not be prejudiced or restricted by an indulgence or forbearance extended to the other party and no waiver by any party in respect of any breach by the other party shall operate as a waiver of any subsequent breach.
- 11 - The construction, validity and performance of this agreement shall be governed in all respects by the law of France. In the absence of a mutual agreement, all disputes arising in connection with this agreement shall be exclusively submitted to the commercial court of Saint Etienne (42), France.
- 12 - Any notice to be given hereunder shall either be delivered personally or sent by pre-paid first class recorded delivery post. The addresses for service of the parties hereto shall be the addresses set out at the head of this agreement or such other address as the party to be served may have previously notified in writing to the other party. A notice shall be deemed to have been served as follows:
- (i) if personally delivered, at the time of delivery;
 - (ii) if posted, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities.

In providing such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authorities as a pre-paid first recorded delivery letter.