

Mutual Non-Disclosure Agreement

This Non-Disclosure Agreement (this "Agreement") is made as of _____ by and between _____ (The Owner) AND OCEE Inc. ("Recipient"), a Quebec company, with its principal offices in Montreal, QC.

WHEREAS, the parties hereto (each a "Party" and collectively the "Parties") have expressed an interest in investigating the possibility of entering into a transaction (the "Transaction");

WHEREAS, in connection with an analysis of the Transaction, each Party may provide or otherwise disclose to the other Party certain oral, written or other forms of information concerning the disclosing Party (the "Information"; with respect to any Information, each Party that provides such Information is hereafter referred to as the "Disclosing Party" and each Party that receives such Information is hereafter referred to as the "Receiving Party");

WHEREAS, it is a condition precedent to the furnishing of any Information that the Parties execute this Agreement and agree to treat the Information as set forth herein;

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Confidential Information: Confidential information means any information disclosed to by one party to the other, either directly or indirectly in writing, orally or by inspection of tangible or intangible objects, including without limitation documents, business plans, source code, software, documentation, financial analysis, marketing plans, customer names, customer list, customer data. Confidential Information may also include information disclosed to a party by third parties at the direction of a Disclosing Party. Confidential Information shall not, however, include any information which the Receiving party can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of Receiving Party; or (iii) is in the possession of Receiving Party, without confidentiality restrictions, at the time of disclosure by the Disclosing Party as shown by Receiving Party's files and records immediately prior to the time of disclosure. The party disclosing the Confidential Information shall be referred to as "Disclosing Party" in the Agreement and the party receiving the Confidential Information shall be referred to as "Receiving Party" in the Agreement.

2. Non-use and Non-disclosure: The Receiving Party agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties hereto. Receiving Party agrees not to disclose any Confidential Information to third parties or to its employees, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Disclosing Party's Confidential Information and which are provided to the Receiving Party hereunder.

3. Maintenance of Confidentiality Information: The Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Receiving Party shall take at least those measures that Receiving Party takes to protect its own most highly confidential information and shall have its employees, if any, who have access to Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. The Receiving Party shall not make any copies of Confidential Information unless the same are previously approved in writing by the Disclosing Party. The Receiving Party shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The

Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information.

4. No Obligation: Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

5. No Warranty: ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

6. Return of Materials: All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Receiving Party shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon the Disclosing Party's request.

7. No License: Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright, nor shall this Agreement grant Receiving Party any rights in or to Confidential Information except as expressly set forth herein.

8. Term: This Agreement shall survive for a period of 3 years from the date of disclosure of the Confidential Information.

9. Remedies: The Receiving Party agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to obtain injunctive relief in addition to all legal remedies.

10. Miscellaneous: This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of California, CA without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. The parties have executed this Nondisclosure Agreement as of the date first above written.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first set forth above.

_____:

By: _____

Title: _____

OCEE Inc.
Geffrard Morinvil
By:

Title: General Manager