



As your company will appreciate, it is important that all exchanges of information should at this stage be in confidence. We have therefore drafted a Confidential Disclosure Agreement which we hope you will find acceptable. An authentic copy is showed below.

For our own part, we shall be happy if your company will agree to our Confidential Disclosure Agreement, assuming its conditions are broadly similar to ours.

CONFIDENTIAL DISCLOSURE AGREEMENT

The information to be shared between Barex Italiana S.r.l. and your company is confidential. Submission of this form does not constitute automatic qualification or distributorship. Any information provided herein is used only for the purpose of qualification for distributorship and no rights are bestowed on the person providing such information whatsoever. Barex Italiana reserves all rights to qualify, cancel, amend or determine any distributorship based on the information provided or withheld that may have a material bearing on such qualification.

By submitting this form, your company agrees that any such disclosure is made only upon the following terms and conditions:

1. All such disclosures (whether oral, written or otherwise) made by Barex Italiana are supposed to be confidential and secret. Barex Italiana's file memoranda or notes, whether made during or after conversations, shall be conclusive evidence of the information disclosed to your company and its confidentiality.
2. Proprietary information can exist in many different forms (notes, testing procedures, trade secrets, formulae, test data, specifications, "know-how", software, etc.). An important attribute of such information is its unavailability and inaccessibility to the public. All Proprietary Information disclosed to your company is for your evaluation purposes only. Your company agrees not to make, directly or indirectly, any commercial or other use of such Proprietary Information without Barex Italiana's prior, express, written permission. You agree to take such precautions as may be necessary to prevent the disclosure of any such Proprietary Information to others.
3. Your company recognizes that Barex Italiana owns all of the rights with respect to all of the Proprietary Information disclosed to your company. No right, express or implied, is conveyed to you by the disclosures made by Barex Italiana to you. Your company agrees not to make any copies of any of the Proprietary Information without Barex Italiana's prior, express, written permission.
4. This Agreement applies to both technical and commercial information communicated by either party.
5. This Agreement does not apply to any information in the public domain or which the receiving party can show was either already lawfully in their possession prior to its disclosure by the other party or acquired without the involvement, either directly or indirectly, of the disclosing party.
6. After 2 years from the date of submitting of the form each party shall be relieved of all obligations under this Agreement.

Zola Predosa, May 2008

BAREX ITALIANA SRL