SMB
Validation & Compliance Services

CONFIDENTIAL DISCLOSURE AGREEMENT

Effective Date:_____, 20____

In order to protect certain confidential information, _SMB_ Group Inc. and the "Participant" identified below, agree that:

1. Disclosing Party: The party disclosing confidential information (Discloser) is
_____
(Note: Fill in "SMB", "Participant", or "both parties".)

2. Primary Representative: Each party's representative for coor-dinating disclosure or receipt of confidential information is:

SMB: _____

Participant
(1):_____

Participant
(2):_____

3. Description of Confidential Information: The confidential infor-mation disclosed under this Agreement is described as:

SMB: _____

Participant
(1):_____

Participant
(2):_____

(Note: Be specific; for example, individually list materials provided. Attach additional sheets if needed.)

4. Use of Confidential Information: The party receiving confidential information ("Recipient") shall make use of the confidential information only for the following purpose (e.g., "development of validation documentation"):

SMB: _____

Participant
(1):_____

Participant
(2):_____

5. Confidentiality Period: This Agreement and Recipient's duty to hold confidential information in confidence expire on:

Date:_____, 20____

(Note: This is the period of protection of confidential information.)

6. Disclosure Period: This Agreement pertains to confidential information that is disclosed between the Effective Date and

Date:_____, 20____

(Note: This is the period during which confidential information is going to be disclosed.)

7. Standard of Care: Recipient shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination; or publication of the confidential information as Recipient uses to protect its own confidential information of a like nature.

8. Obligation: Recipient's obligations shall only extend to confidential information that is described in paragraph 3.

9. Exclusions: This Agreement imposes no obligation upon Recipient with respect to information that: (a) was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) is disclosed by Discloser to a third party without a duty of confidentiality on the third party; (e) is disclosed under operation of law; or (g) is disclosed by Recipient with Discloser's prior written approval.

10. Warranty: Each Discloser warrants that it has the right to make the disclosures under this Agreement. **NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREE-MENT IS PROVIDED "AS IS".**

11. Rights: Neither party acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the purposes set forth in paragraph 4. This Agreement shall not restrict reassignment of Recipient's employees.

Miscellaneous

12. This Agreement imposes no obligation on either party to pur-chase, sell, license, transfer or otherwise dispose of any technology, services or products.

13. Both parties shall adhere to all applicable laws, regulations and rules relating to the export of technical data, and shall not export or reexport any technical data, any products received from Discloser, or the direct product of such technical data to any proscribed country listed in such applicable laws, regulations and rules unless properly authorized.

14. This Agreement does not create any agency or partnership relationship.

15. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.

16. This Agreement is made under, and shall be construed according to, the laws of the Province of Québec, Canada.

SMB_: _____
(Entity Name)
_____
(Address)
BY _____
(Authorized Signature)
Participant (1) : _____
(Company Name)
_____
(Address)
BY _____
(Authorized Signature)
_____
(Name)
Participant (2) : _____
(Company Name)
_____
(Address)
BY _____
(Authorized Signature)
_____
(Name)