

CONFIDENTIAL NON-DISCLOSURE AGREEMENT

This Agreement (the agreement) is made and entered into as of Date _____ by
(COMPANY)_____ and having a place of business at
_____ and between, Libart Enclosure Systems Ltd.;

Each Party possesses Confidential and Proprietary Information pertaining to its products, technology, information systems, market programs, present and prospective customers, strategies, finances, employees, business operation and other proprietary matters (collectively "Information"). Each Party considers its Information to be extremely valuable and to include trade secrets.

The Parties for their mutual benefit desire that certain data, including Information, be disclosed by Disclosing Party, at Disclosing Party's sole discretion, to Receiving Party during the disclosure term in order to evaluate whether Libart Enclosure Systems Ltd. and COMPANY shall enter into a potential business relationship (the "Potential Transaction").

Therefore, in consideration of the foregoing, Libart Enclosure Systems Ltd., and COMPANY agrees that Information received by either party (receiving Party) from the other party (disclosing Party) shall be governed by the following terms and conditions:

1. Definition

Information shall mean such Confidential and Proprietary Information so designated in written form or oral statements reduced to a written summary and designated as such by the Disclosing Party and provided to the Receiving Party within thirty (30) days following the initial oral disclosure. Such Information shall not include information which:

- A. Was rightfully in Receiving Party's possession or was rightfully known to Receiving Party without binder of secrecy prior to its receipt from Disclosing Party
- B. Is or becomes public knowledge by acts other than those of Receiving Party in violation of the terms of this Agreement
- C. Is independently developed by Receiving Party or
- D. Is disclosed by operation of law.

2. Handling of Information

Except as required by law, Receiving Party shall maintain such Information in confidence until such information is made publicly available by the Disclosing Party. Receiving Party shall take reasonable precautions to limit the disclosure of such Information only to its employees, consultants, officers, directors and legal and financial advisors who are necessary to evaluate such Information in connection with a Potential Transaction.

3. Limitation on Disclosure

Except as required by law, Receiving Party shall not disclose, in whole or in part, Information or this Agreement or any provision or the substance of this Agreement to any third party (other than employees, consultants, officers, directors and legal and financial advisors who have a need to know in connection with a Potential Transaction) without the prior written consent of Disclosing Party, except as set forth in Section 8.3. Receiving Party's nondisclosure obligation expires five (5) years from the Effective Date. Each Party shall be liable for any breach of this Agreement by any of their employees, officers, directors, and legal and financial advisors.

In the event that the Receiving Party is requested or becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, criminal or civil investigative demand, or similar process) to disclose any of the Information, the Receiving Party will provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek (with the Receiving Party's cooperation, if so requested by the Disclosing Party) a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party will furnish only that portion of the Information which is legally required, and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded the Information.

4. Limitation of Use

Receiving Party shall have the right to use the Information solely for the purpose of evaluating a Potential Transaction.

RECEIVING PARTY SHALL MAKE NO OTHER USE, IN WHOLE OR IN PART, OF ANY INFORMATION WITHOUT THE PRIOR WRITTEN CONSENT OF DISCLOSING PARTY.

5. Term

The disclosure term of this Agreement begins as of the Effective Date and expires upon ten (10) days written notice sent from either Party to the other, but in any event upon consummation of a Potential Transaction or the definitive termination of further discussions related to a Potential Transaction, whichever is earlier. Neither termination of the disclosure term nor consummation of a Potential Transaction shall terminate Party's obligations under Sections 2, 3 or 4 hereof.

6. Termination

The originals and any authorized copies of Information provided to Receiving Party by Disclosing Party shall be returned to Disclosing Party or destroyed (in which event an officer of the Receiving Party shall certify to the Disclosing Party as to such destruction) within ten (10) days upon the happening of any one of the following:

- A. Receiving Party's written notice to Disclosing Party that it no longer requires the materials for the above uses
- B. upon written request by Disclosing Party
- C. the dissolution
- D. the assumption of control by a third party of all or substantially all of the Receiving Party's operations or
- E. the voluntary or involuntary filing of a petition for the Receiving Party under the bankruptcy laws.

7. Disclaimers

7.1 No rights, obligations, representations or terms other than those expressly recited herein are to be implied from this Agreement. IN PARTICULAR, WITHOUT LIMITATION, NO LICENSE IS HEREBY GRANTED DIRECTLY OR INDIRECTLY UNDER ANY PATENT, TRADEMARK, TRADE SECRET OR COPYRIGHT NOW HELD BY, OR WHICH IS OR MAY BE LICENSABLE BY DISCLOSING PARTY.

7.2 THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE RESPECTING THIS AGREEMENT OR Information FURNISHED HEREUNDER.

7.3 In no event will either party be liable for any indirect, consequential or special damages arising out of this Agreement or the use of any Information furnished hereunder.

7.4 This Agreement shall not constitute either Party the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against, or in the name of or on behalf of the other Party.

8. General

8.1 Notices

All notices between the Parties in any way relating to this Agreement shall be solely by and with the following designated representatives:

Libart Enclosure Systems Ltd.,
110 – 7391 Vantage Way
Delta BC. V4G 1M3, CANADA
Attention: Gem C Comu President

COMPANY: _____

Attention: _____

8.2 Export Control

Receiving Party shall not export directly or indirectly any Information acquired from Disclosing Party under this Agreement or any products utilizing any such information to any country for which the Canadian and / or U.S. Government or any agency thereof, at the time of export, requires an export license or other Government approval without first obtaining such license or approval.

8.3 Related Company Disclosure

Nothing contained in this Agreement shall prevent Receiving Party from disclosing Information to any company directly or indirectly controlling, controlled by, or under direct or common control with the Receiving Party, provided that such company shall be bound by the terms of this Agreement to the same extent as the Receiving Party hereunder.

8.4 Amendments

This Agreement may be amended only by a written agreement executed by each party.

8.5 Governing Law

This Agreement shall be governed by the laws of the Province of British Columbia principles of conflicts of law.

8.6 Assignment

This Agreement may be assigned by either party to any affiliate or any entity that purchases all or substantially all of the assets of a party to which this Agreement relates, in either event upon written notice to the other party. Any and all other assignments of this Agreement, in whole or in part, require the prior written consent of the other party.

9. Complete Agreement

This Agreement sets forth the complete and exclusive statement of the agreement between the parties and supersedes and merges all prior oral and written understandings, representations and communications between them concerning the subject matter of this Agreement.

Each of the parties to this Agreement has caused this Agreement to be signed in duplicate in its name and on its behalf by its duly authorized representative as of the Effective Date of this Agreement.

If you are in agreement with the conditions outlined in the above document sign below; initial all other pages and fax it to +1 604 648 9919.

By: _____ By: _____

COMPANY (Authorized Signatory)

LIBART Enclosure Systems Ltd.

Please print:

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Thank you.