

4.4. is disclosed to third parties by the disclosing party without restriction, or

4.5. is received from a third party whose disclosure would not violate any confidentiality obligation.

5. The Information shall be deemed the property of the disclosing party and, upon request, the receiving party will return all Information in tangible form or destroy all such Information and certify such destruction in writing.

6. Any company financial data included within the Information is to be treated as extremely confidential, and shall only be disseminated to upper level management personnel.

7. Nothing in this Agreement or in any disclosure or Information hereunder shall be construed as:

7.1. granting or conferring any rights by license or otherwise in any Information;

7.2. creating warranties or representations of any kind in connection with the Information.

8. This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other. The obligation to protect the confidentiality of Information received prior to such termination shall survive for a period of three (3) years from the effective date of the termination.

9. This Agreement supersedes any prior oral or written understandings and constitutes the entire agreement between the parties with respect to its subject matter; and no modifications, amendment or waiver therefor shall be effective unless in writing and signed by both parties.

10. This Agreement shall be governed in all respects by the laws of the State of California.

SemiNet Inc, _____

Name: _Moustafa Nasr_

Name: _____

Title: _CEO_

Title: _____

Date: _____

Date: _____

Sign: _____

Sign: _____