

LICENSE AGREEMENT

Between Neo Technology AS, organisation no. NO 983 770 304
Mindejordet 20
4560 Vanse
Norway,
hereinafter referred to as Licensor

and Litecontrol Corp.
100 Hawks Avenue
Hanson, MA 02341
USA
hereinafter referred to as Licensee

The following has been agreed on the ... day of June 2002 regarding the right to produce, improve and sell certain lighting products as defined herein below, based on an invention (the Invention) made by Henry Oesthassel and protected under the following patent, ownership of which is held by Henry Oesthassel, and the exclusive rights to make, use, improve, and sublicense the patent which are solely held by Licensor

US pat. Reg. No. 5 585 160 (the "Patent") Trademark: NeoLight

Copies of said Patent is attached hereto as Appendix I.

1. Exclusive Right to Manufacture and Sell

On the terms and conditions set forth herein below, Licensor grants Licensee the exclusive right to manufacture, improve, import and sell the items listed and described in Appendix II hereto (the "Lighting Products") in the United States of America and Canada ("the Territory").

The license granted hereunder does not include a right for Licensee to grant sublicenses to any third party.

2. Ownership

Licensor has the exclusive right to make, use, improve and sublicense the intellectual property rights manifested in the Patent, the idea behind the Invention, as well as any improvement that may arise therefrom, as granted to it by the owner of the Patent.

3. Licensees Obligations

Licensee shall, at its sole cost and expense use its best efforts to carry out production of the Lighting Products for sale within the Territory, and shall to the best of its ability assist Licensor in its sales promotion of the Lighting Products in the Territory.

Licensee shall label the Lighting Products with "NeoLight™".

Licensee shall sell the Lighting Products solely through the market place at www.neosign.com (the Web Market) unless otherwise permitted in writing by the Licensor. Accordingly, any inquiry or orders for Products shall be re-directed to the Web Market. Licensee grants licensor the right to copy in full all orders for the Lighting Products placed on the Web Market to an e-mail address designated by Licensor.

Licensee shall comply with all governmental requirements, laws and statutes in the Territory.

4. Licensors Obligations

Licensor shall, upon entering into this Agreement, supply the Licensee with all relevant know how (the Information) about the Invention and the Lighting Products. All written information in this respect is contained in Appendix II hereto.

Licensor shall, at its sole cost and expense, develop and maintain the Web Market, and shall facilitate, if so desired by Licensee at Licensees sole cost and expense, online payments from customer to Licensee. In such case, Licensee grants Licensor the right to copy payment details to an e-mail address designated by Licensor. Licensor shall maintain all patents and/or patent applications pertaining to the Invention in the Territory.

5. Consideration

In consideration of the license granted hereunder, Licensee shall pay to Licensor

- a. A fee of US Dollars 50,000 (fiftythousand), payable upon signing of this Agreement. This fee shall be non-refundable, and non-deductible from future royalty payments.
- b. A royalty of 10 per cent of Licensees sales of the Lighting Products, excluding state or federal sales tax and any billed freight or delivery costs, payable on a quarterly basis within 15 30 days after end of each three months period.

6. Inspection

Notwithstanding that sales shall be made through the Web Market only, Licensor may, at its expense once per year for a reasonable amount of time and with reasonable advance notice to Licensee, inspect Licensees' records which relate to Licensees' obligations under this Agreement.

7. Improvements

In the event that improvements of the Lighting Products should arise from the parties to this Agreement, irrespective of such improvements originating from Licensor or Licensee, such improvements shall be considered Licensor's property in accordance with clause 2 hereof, and shall be considered included in this Agreement, which shall otherwise remain unchanged.

8. Noncompetition

During the term of this Agreement and for a period of ninety days thereafter, Licensee agrees not to directly or indirectly manufacture, distribute, sell or otherwise commercialise in the Territory any film signage product competitive with the Invention.

9. Confidentiality

Licensee recognizes that the Information represents proprietary and valuable know-how to Licensor, and further recognizes the need to maintain its strict confidentiality.

Licensee shall not disclose any confidential information of the Invention or of further improvements hereto, to any person, firm or corporation other than Licensor, except to the extent strictly necessary to perform its obligations under this Agreement. "Confidential information" means any information, report, document or other materials disclosed or provided to the other party during the term of this Agreement which is of a trade secret, confidential, proprietary or like undisclosed nature or is identified as "Confidential Information".

Neither party to this Agreement shall disclose to any third party any confidential information of the other, including but not limited to industrial information, which it has received or may receive in during the term of this Agreement.

Nothing in this Agreement shall in any way restrict the right of the receiving party to use, disclose, or otherwise deal with any information that (i) was already known to the receiving party at the time of disclosure as evidenced by written documents in the receiving party's possession prior to disclosure, (ii) was generally available to the public or becomes publicly known through no wrongful act of the receiving party, (iii) was received by the receiving party from a third party who had a legal right to provide it, (iv) was developed independently of knowledge of Confidential Information received by the receiving party from the disclosing party. In addition, a receiving party shall be permitted to disclose Confidential Information if required pursuant to the request or rule of any governmental agency or any court of competent jurisdiction, provided that the receiving party shall limit disclosure to only that specific information required, shall use its reasonable efforts to obtain confidential treatment with respect to any such information required, shall use its reasonable efforts to obtain confidential treatment with respect to any such information disclosed, and shall notify the other party before providing such information in order to enable that party to seek a protective order.

10. Term of Agreement - Termination

This Agreement shall remain in full force and effect until it is terminated by either party.

Either party hereto may terminate this Agreement at any time with twelve months written notice.

If Licensee is unable or unwilling to produce and deliver the Lighting Products in a timely manner, Licensor may terminate this Agreement with 6 months written notice.

Licensor may terminate this agreement forthwith without liability to Licensee in the event of Licensee's breach of the provisions of this Agreement which is not cured within the time specified below, or in the event of liquidation of Licensee, either voluntary or compulsory, or appointment of a receiver of assets of Licensee.

Licensee may terminate this agreement forthwith without liability to Licensor in the event of Licensor's breach of the provisions of this Agreement which is not cured within the time specified below, or in the event of liquidation of Licensor, either voluntary or compulsory, or appointment of a receiver of assets of Licensor.

In the event of breach of any provision of this Agreement, the party in breach shall, within thirty (30) days after written demand by the other party, cease such breach and cure the same. Failing such cure, the other party may cancel this Agreement with immediate effect.

Upon termination of this Agreement for any reason whatsoever, all rights and licenses hereunder shall cease, and Licensee shall return to Licensor all such Information which it is in possession of. Termination of the Agreement does not affect reciprocal obligations to maintain confidentiality.

11. Warranties / Infringement

Licensor represents and warrants with respect to the Invention that it has legal power to extend the rights granted to Licensee in this Agreement and that it has not made and will not make any commitments to others inconsistent with or in derogation of such rights.

Licensor expressly makes no representation that some or all of the Information does not infringe on any third party's trade secret, patent or trademark.

If during the term of this Agreement Licensee becomes aware of any actual or possible infringement of the proprietary rights of Licensor relating to the Information, patents or trademarks, then Licensee shall promptly notify Licensor.

Licensor will assume the defence of any claim brought against Licensee for infringement of any U.S. patent or for wrongful use of proprietary information of any third party insofar as such suit is based on a claim that the infringement or wrongful use is attributable to Licensee's use of the Invention under this Agreement. In any such claim, Licensor will indemnify licensee against any money damages or cost awarded with respect to such claim.

12. Governing Law - Settlement of Dispute

This Agreement shall not be governed by any national law.

In the event of any dispute arising from this Agreement, the parties hereto shall attempt to reach an amicable settlement. Any disputes in connection with this agreement which cannot be solved between the parties within 90 days, shall be finally settled by the International Arbitration Court of the Chamber of Commerce in Zurich, Switzerland. The arbitration award shall be final and binding for both the parties. Each party shall bear its own costs in connection with the arbitration.

13. Non-transferable Agreement

The rights and obligations of the Licensee under this Agreement may not be assigned in part or in full to any third party without prior written consent from the Licensor.

14. Amendments

Any amendment or addition to this Agreement shall be made in writing.

15. Choice of Language

In the event of controversy between the parties respecting the interpretation or application of the terms of this Agreement, the English language version of the Agreement shall be controlling.

16. Severability

In the event that a provision of this Agreement should prove wholly or partly void or unworkable, this shall not effect the validity of the Agreement. Such provision shall be modified in such a way which in a legally admissible wording comes closest to the parties original intent.

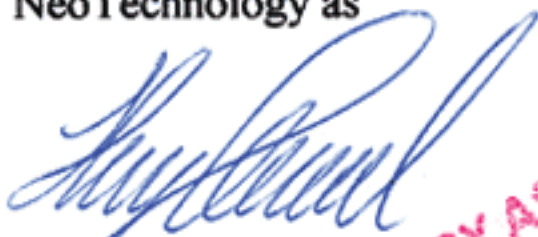
This Agreement is executed in duplicate, by the duly authorised representatives of the parties.

Vanse, Norway / Hansen, MA, USA

Date: July 10, 2002

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NeoTechnology as



Henry Osthassel
Chairman

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Litecontrol Corp.



Veda Ferlazzo Clark
President & CEO