

## MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (the “Agreement”) is by and between \_\_\_\_\_ (“Company”), with an address at \_\_\_\_\_ and Mezz Solutions Limited., including its Affiliates, (“Mezz”), located at Unit C, 9/F WINNING HOUSE, NO.72-76, WING LOK STREET, SHEUNG WAN, HONG KONG and the Company agree as follows:

**1. Affiliates.** For purposes of this Agreement “Affiliate” is defined as any legal entity (such as a corporation, partnership, or limited liability company) that is controlled by a party. “Control” is defined as having (i) beneficial ownership of at least fifty percent (50%) of the voting securities of a corporation or other business organization with voting securities or (ii) a fifty percent (50%) or greater interest in the net assets or profits of a partnership or other business organization without voting securities.

**2. Purpose.** Mezz and the Company anticipate exchanging information for the purpose of evaluating the possibility of collaboration between them (the “Purpose”).

**3. Confidential Information.** “Confidential Information” means proprietary technology, product, and marketing information, including but not limited to trade secrets, processes, computer programs (whether in source or object code form), formulae, data (such as scientific, sales, or technical data), information, designs, processes, procedures, know-how, improvements, inventions, techniques, designs, developments, discoveries, marketing plans, strategies, forecasts, customer and supplier lists, and compilations of such information disclosed by one party (“Discloser”) to the other party (“Recipient”) hereunder, and that should reasonably have been understood by Recipient because of legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the Discloser, an Affiliate of the Discloser or to a third party.

**4. Effective Date, Termination.** The Effective Date of this Agreement is \_\_\_\_\_. This Agreement terminates the earlier of two (2) years after the Effective Date or as terminated by either party upon not less than thirty (30) days prior, written notice to the other party. The obligations of the Recipient with respect to Confidential Information received prior to termination will survive any termination of this Agreement.

**5. Restrictions on Disclosure and Use.** Recipient may use the Confidential Information solely for the Purpose and will not disclose Confidential Information to any third party. Recipient may disclose the Confidential Information only to those of its employees, agents, contractors and representatives having a need to know for the Purpose and who are bound by written obligations of confidentiality at least as protective of Discloser’s Confidential Information as the terms of this Agreement. In no case will Recipient use Discloser’s Confidential Information other than for the Purpose. Further, Recipient shall not reverse engineer, disassemble or decompile any products, prototypes, software or other tangible objects that embody Confidential Information of the Discloser and that are provided to Recipient hereunder.

**6. Proprietary Rights.** Other than as expressly stated, Discloser grants Recipient no right, title or license of any of Discloser’s Confidential Information, including any patent, copyright, trade secret, trademark or any other right in respect of such Confidential Information, whether by implication or otherwise. Nothing in this Agreement modifies or transfers any existing intellectual property right of Discloser. All inventions, improvements, procedures, programs, developments, discoveries, and other work product including derivative works, created by or with the help of either party, solely or with others, using Confidential Information (collectively “Inventions”), are the exclusive property of its Discloser. Recipient will promptly disclose, assign and

transfer, and hereby irrevocably assigns and transfers to Discloser all rights, title, and interest in and to Inventions.

**7. Care.** Recipient will use the same degree of care in safeguarding the Confidential Information as it uses for its own confidential information of like importance, but no less than reasonable care. Upon discovery of any disclosure or misuse of Confidential Information, Recipient will promptly notify the Discloser and will act to prevent any further disclosure or misuse.

**8. Exceptions.** Recipient’s obligations of confidentiality and restrictions on use will not apply to information that is: (i) known to Recipient before receipt from Discloser without obligations of confidentiality or restrictions on disclosure, as shown by written records in Recipient’s possession at the time of disclosure; (ii) generally available to the public (or becomes so) without the fault or negligence of Recipient; (iii) received by Recipient from a source other than Discloser without breach of an obligation of confidentiality owed to the Discloser; or (iv) independently developed by Recipient without any use of Discloser’s Confidential Information, as demonstrated by Recipient’s written records.

**9. Competition.** Notwithstanding anything to the contrary contained herein, each party recognizes that the other party may be competing or participating in the other’s line of business and will continue to do so. Except to the extent of the specific undertakings contained in this Agreement, nothing herein shall in any way be deemed to preclude such ongoing competition.

**10. Required Disclosures.** Recipient is permitted to disclose Confidential Information as required by law or regulation provided that Recipient (a) gives Discloser written notice promptly upon receipt of a disclosure requirement and before the disclosure is made, (b) takes reasonable actions and provide reasonable assistance to the Discloser to secure confidential treatment of the Confidential Information, and (c) discloses only such Confidential Information as is required.

**11. Copies.** Recipient will make copies of the Confidential Information only as is necessary for the Purpose. Any copies will reproduce proprietary marking(s) included therein.

**12. Return.** All Confidential Information will remain the property of Discloser, and Recipient will promptly return all copies and excerpts thereof to Discloser upon Discloser’s request or upon termination of this agreement, whichever occurs first. Recipient may choose to destroy such copies and excerpts instead of returning them, subject to prior written notice to Discloser.

**13. Export Control.** The parties recognize that the communication or transfer of any Confidential Information received may be subject to specific governmental export approval. The parties agree to comply with all applicable export control laws.

**14. Entire Agreement.** This is the entire agreement between the parties as to the subject matter hereof and supersedes any previous agreements, oral or written, as to its subject matter. It may be modified only by written agreement of the parties.

**15. Assignment.** This Agreement may not be assigned by either party without the express written authorization of the other party.

**16. Governing Law.** This Agreement will be governed by the laws of the People's Republic of China without regard to its choice of law provisions. The parties hereby consent to jurisdiction in the courts of the People's Republic of China.

**17. Remedies.** In addition to all other remedies available at law or in equity, in the event of a breach or a threatened breach of the terms of this Agreement by either party, the non-breaching party shall, in addition to all other remedies, be entitled to a temporary or permanent injunction or a decree for specific performance, without showing any actual damage or that monetary damages

would not provide an adequate remedy and without any bond or other security being required.

**18. Waiver.** The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.

The parties do hereby execute this Agreement as of the Effective Date set forth above as an instrument under seal.

**19. Signatures.** When the authorized representative of either party signs this Agreement, a copy, duplicate, or facsimile of such signed agreement will have the same force and effect as one bearing an original signature.

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Signature

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Name

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Title

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Date

**MEZZ SOLUTIONS LIMITED**

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Signature

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Name

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Title

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Date