



美中商业协会 US CHINA BUSINESS ASSOCIATION

MUTUAL NONDISCLOSURE AGREEMENT

Rev. 22-Jan-2010

1. Purpose. The parties wish to explore a business opportunity of mutual interest (the "Purpose"), and, in connection with such potential transaction, each party may disclose to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.
2. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, prototypes, samples and equipment), which is designated as "Confidential", "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which: (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (e) is independently developed by the receiving party without use of, or reference to, the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (f) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.
3. Non-use and Non-disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees or agents, except to those employees or agents of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the potential transaction. Neither party shall reverse engineer, disassemble or decompile any prototypes, software, reports or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.
4. Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least



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those measures that it takes to protect its own most highly-confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement similar in content to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5. **No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.
6. **Waiver of Conflict.** Each party, on behalf of itself and its subsidiaries, affiliates, successors, and assigns, hereby agrees that this Agreement, any Confidential Information disclosed by either party hereunder, and any other written or verbal statements or other communicated expressions, express or implied, between the parties in connection with the Purpose of this Agreement, shall not in any way prevent either party, or their subsidiaries, affiliates, successors, and assigns from conducting business, engage any third party as a client, or conflict each party out of any active or potential engagements or business transactions with third parties, provided that either party maintains as required hereunder the confidentiality of any and all Confidential Information disclosed to each party by the other party to this Agreement and further that either party does not use any such Confidential Information disclosed to each party by the other party to this Agreement in the pursuit and execution of any such engagements or business transactions.
7. **Inadmissability of Confidential Information.** Each party acknowledges that the Confidential Information disclosed under this Agreement, including any inferences which may be drawn by either party therefrom, may only be used in relation to the Purpose and may not be used by either party to this Agreement for any other purposes, including as a basis to support (i) a declaratory judgment action, (ii) an allegation of willful infringement, or (iii) notice of patent infringement, each of (i), (ii), and (iii) involving or with respect to either one or both parties to this Agreement.
8. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, QUALITY COMPLETENESS OR PERFORMANCE.
9. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.




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10. No License. Nothing in this Agreement is intended to grant any rights to either party under any trademark, trade secret, patent, work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.
11. Term. The obligations of each receiving party hereunder shall survive until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party.
12. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to any other legal remedies.
13. General. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Illinois, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date(s) written below:

US CHINA BUSINESS ASSOCIATION
10 N. Martingale Road, Suite 400, PMB206
Schaumburg, IL 60173

YOUR COMPANY NAME HERE
Address

Signature by: 
Printed Name: Colin Wu
Title: Chairman
Date: June 21st, 2010

Signature By:
Printed Name:
Title:
Date: