



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”) is made between IN2 INTERNATIONAL, INC., LTD a Hong Kong limited corporation having offices at Room 2103, Futura Plaza, 111 How Ming Street, Kwun Tong, Hong Kong (“IN2 INTERNATIONAL”) and

_____ (“Company”) having offices at
_____.

DEFINITIONS

1. Confidential Information. Such information that the Disclosing Party considers to be proprietary and/or confidential, which may include, but is not limited to, trade secrets, discoveries, ideas, know-how, techniques, designs, specifications, drawings, diagrams, data, computer programs, business activities and operations, reports, studies, and other technical and business information. Confidential Information also includes descriptions of the existence or progress of the Project (defined below).
2. Disclosing Party. For the purposes of this Agreement, the Disclosing Party will be the party that is revealing or disseminating information to another party, person or entity.
3. Project. Any matter being developed, worked on, shared or contracted for between the parties to this Agreement.
4. Receiving Party. For the purposes of this Agreement, the Receiving Party will be the party, person or entity that receives confidential information from the Disclosing Party.

In consideration for the mutual covenants and promises contained herein, the parties agree as follows:

AGREEMENT

1. Protection of Confidential Information. Each party acknowledges that the other party claims its Confidential Information as a valuable and unique asset. For itself and on behalf of its officers, directors, agents, employees, and affiliates, each party agrees that it will keep in confidence all Confidential Information and that it will not directly or indirectly disclose to any third party or use for its own benefit, or use for any purpose other than the Project, any Confidential Information it receives from the other party. Each party agrees to use reasonable care to protect the Confidential Information, and in no event less than the same degree of care to protect the Confidential Information as it would employ with respect to its own information of like importance, which it does not desire to have published or disseminated.
2. Limitations on Confidential Information. Confidential Information shall not include information, which: (a) the Receiving Party knows at the time of disclosure, free of any obligation to keep it confidential, as evidenced by written records; (b) is or becomes publicly available through authorized disclosure; (c) is independently developed by the receiving party without the use of any Confidential Information; or (d) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it. If any portion of any Confidential Information falls within any of the above exceptions, the remainder of the Confidential Information shall continue to be subject to the requirements of this Agreement.
3. Compelled Disclosure. Should a Receiving Party be required by law to disclose Confidential Information received under this Agreement (such as pursuant to subpoena), the Receiving Party shall promptly notify the other party to this Agreement, and, upon the request of the latter, shall cooperate in



contesting such a disclosure. Except in connection with failure to discharge the responsibilities set forth in the preceding sentence, neither party shall be liable in damages for any disclosures in compliance with such legal requirement.

4. Return of Confidential Information. All information furnished under this Agreement shall remain the property of the Disclosing Party and shall be returned to it or destroyed promptly at its request together with all copies made of such information by the Receiving Party. All documents, memoranda, notes and other writings whatsoever prepared by the Receiving Party based on Confidential Information shall be destroyed upon request of the Disclosing Party and such destruction shall be certified in writing to the Disclosing Party by an authorized officer of the Receiving Party.

5. No License. No license under any trademark, patent, copyright or mask right is granted or conveyed by one party's transmitting Confidential Information or other information to the other party under this Agreement, nor shall such transmission constitute any representation, warranty, assurance, guaranty or inducement by the transmitting party to the other party with respect to infringement of patent, or other rights of third parties.

6. No Warranty. Each party acknowledges that the Disclosing Party has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided in connection with the Project, and each agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.

7. No Commitment. Confidential Information provided by one party to the other does not represent a commitment by either party to enter into any business relationship with the Receiving Party or with any other entity. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement to govern such business relationship.

8. Independent Development. Each party understands that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to the Disclosing Party's information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that the Receiving Party will not develop, or have developed, products, that, without violation of this Agreement, compete with the products or systems contemplated by the Disclosing Party's Confidential Information.

9. Equitable Relief. Each party acknowledges that its breach of this Agreement may result in immediate and irreparable harm to the Disclosing Party, for which there will be no adequate remedy at law, and the Disclosing Party shall be entitled to equitable relief to compel the Receiving Party to cease and desist all unauthorized use and disclosure of the Disclosing Party's Confidential Information.

10. Effective Date and Termination. This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall apply to discussions taking place during a period of three (3) years from the effective date, although Confidential Information disclosed during such discussions shall be protected from disclosure under the terms of this Agreement for a period of three (3) years from the date of disclosure.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Special Administration Region of Hong Kong without regard to provisions concerning conflicts of laws.



12. Miscellaneous. This is the only agreement between IN2 INTERNATIONAL and the Company concerning Confidential Information, and may not be modified, amended or terminated, in whole or in part, except in writing signed by an officer or person having authority to sign. Any waiver by IN2 INTERNATIONAL or the Company of a breach of any of the obligations of this Agreement by the other party will not operate or be construed as a waiver of any other or subsequent breach. In the event any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way. This Agreement will be governed by the laws of Special Administration Region of Hong Kong governing contracts between residents to be performed in the Special Administration Region of Hong Kong.

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute and deliver this Agreement.

IN2 INTERNATIONAL , Inc.

COMPANY: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____