

MUTUAL NON DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20__ between _____ of China Venture Partners (CVP), a Delaware corporation, having an address at 80 Wall Street, Suite 212, NY, NY 10005, USA, with a fax number of 909-740-1855, and _____, having offices at _____.

1. As used herein, "Confidential Information" shall mean any information disclosed by one party to the other party hereto (hereinafter "the Recipient"), which information is documented and noted thereon as confidential, proprietary or the like or subsequently or otherwise defined as a trade secret or designated as, concerning any or all of the following improvements thereto (software development), including computer programs and associated documentation; business forecasts, requirements, processes and technology relating to the foregoing products, components or improvements; and research and development activities for new products, including computer programs and associated documentation. Such information may be in various forms, including but not limited to computer language written documents and/or conversation.
2. Parties shall not, and agrees not to, disclose each other's confidential information to any third party and shall use their efforts to prevent inadvertent disclosure of each other's information to any third party regarding its service or industry.
3. Communications from one party to personnel and authorized representatives of the other party shall not be in violation of the proprietary rights of any third party.
4. Neither party shall export, directly and indirectly, any technical data acquired from the other party under this Agreement or any products utilizing such data to any country for which the U.S. government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.
5. This is to confirm that each of the named Recipient signatories both individually, and their associates, hereby agree that he/she or his/her corporation, divisions, subsidiaries, employees, agents or consulates will not make any contracts with, deal with, or otherwise involve any transactions with any banking or lending institution, trusts, corporate or individuals, lenders or borrowers, buyers or sellers introduced by either party, separately or individually, and/or their associates without the permission of the Discloser's signatory/signatories. This Agreement is also effective for the Recipient's heirs, assignees and designates.
6. By signature below and execution of this Agreement, each of the named Recipient's, separately and individually, and their associates, confirm that any corporation, organization, firm, company or individual of which he/she is a party to member of, principal agent for, employee, or otherwise would benefit financially from Discloser's association, is bound by this Agreement.
7. The Agreement is a perpetuating Agreement for three (3) years from the date affixed below and shall apply to any and all transactions entertained by the Recipients including subsequent repeat, extended or re-negotiated transactions, as well as to the initial transaction regardless of the success of the project. The signatories hereby confirm that the identities of any banks, lending institutions, corporations, brokers, individuals, trusts, lenders or borrowers, buyers or sellers currently known to either party are the property of that party and shall remain so for the duration of the Agreement.
8. Any controversy or claim out of relating to this Agreement or breach thereof which is not settled between the parties to this agreement them shall be settled in a court of competent jurisdiction in the State of New York. Both parties shall be entitled to all equitable relief including injunction and all full remuneration of damages including legal fees and costs.
9. The parties acknowledge that the following items, whether developed before or after the date of

this Agreement, used in Discloser's business are secret, confidential, unique and valuable which were developed by Discloser at great cost and over a long period of time, and disclosure of any of the items to anyone other than Discloser's officers, agents or authorized employees will cause CVP irreparable injury.

- (a) Customer lists, call lists and other customer data, medical or patient data.
- (b) Memoranda, notes, records and other technical data.
- (c) Computer programs, processes or software
- (d) Business plans, shell corporations
- (e) Sales manuals or materials
- (f) Sketches, plans, drawings and other research and development data
- (g) Such other "Confidential Information" as defined in paragraph 1 of this Agreement

- 10. Upon termination of this Agreement, all materials and Confidential Information shall be returned immediately to Discloser. Furthermore, the terms and conditions shall be binding upon Recipient following termination of this Agreement regardless of the reason for such termination.
- 11. The Recipient's hereby agree to keep completely confidential the names of any banks, lending institutions, corporations, organizations, individuals or groups of individuals, lenders of borrowers, buyers or sellers, introduced by any of the named Discloser personnel or their associates. Such identity shall remain confidential during the applicable transaction(s) and the duration of this Agreement, and shall include any telephone numbers, addresses, telex and fax numbers. Such information is the property of Discloser and Discloser will agree, individually and separately, to discuss the same with Recipient for determination as to what shall be disclosed and what procedure to use.
- 12. A copy of this Agreement, or any other documents executed and/or signed by any of the parties hereto and sent to another party by facsimile transmission (fax) carries the full force and effect as if it were the hand delivered original, provided that the facsimile bears the sending party's transmittal terminal identifier (TTI) and the date and time which was placed thereon electronically by the transmitter.

This Agreement may be executed in counterparts, each of which so executed shall be deemed as original irrespective of its date and said counterpart together shall constitute one and the same instruments. Facsimile copies of the Agreement and the signatures are to be considered one and the same instruments. Facsimile copies of the Agreement and the signatories thereon are to be considered and treated as original by the signatory (signatories), their agents and attorneys.

THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED BY THE LAWS OF THE STATE OF NEW YORK USA.

EACH OF THE PARTIES HERETO AFFIRMS THAT HE/SHE HAS READ THE FOREGOING INSTRUMENT AND UNDERSTANDS AND AGREES TO THE TERMS THEREOF AND ACKNOWLEDGES RECEIPT OF A COPY OF SAME.

AGREED, EXECUTED AND ACKNOWLEDGED on the day(s) indicated below.

X _____
China Venture Partners

X _____
Title: President
BY:

Date: _____

Date: _____

X _____ BY:

Title: _____

Date: _____