

MUTUAL NON-DISCLOSURE AGREEMENT

Effective this ____ day of ____, 20____, a Chinese company having its principal place of business at Suzhou ,and a ____ company having a principal place of business at ____.

The parties have heretofore entered, or are considering entering, into a business relationship (the "Business Relationship"), requiring the transfer of Confidential Information between the parties.

Therefore, each party agrees to disclose certain Confidential Information and agree as follow:

1. Confidential Information is described generally as any and all data or information provided by one party (Disclosing Party) according to the terms of this Agreement, in written, oral, or electronic forms to the other party (Receiving Party), including, without limitation, business information, know-how, research results, business plan, customer information, financial data and other technical and business information. The forms of disclosure includes but not limited to mail, fax, memorandum, summary, agreement, contract, report, handbook, software code, graphs, e-mails or disclose in oral but confirmed in written.
2. The Receiving Party agrees that only make use of the Confidential Information of the Disclosing Party for the purpose of the Business Relationship, The Receiving Party:
 - (1) Shall protect the Confidential Information of the Disclosing Party with sufficient measures and safeguard, and shall neither disclose, transfer or license the Confidential Information to any third party, nor make any entities or persons who do not have the right to receive the Confidential Information get the information in any other ways.
 - (2) If it is necessary to disclose the Confidential Information to a third party for the purpose of the Business Relationship, the Receiving Party Shall get prior written consent of the Disclosing Party and sign a Non-Disclosure Agreement with a third party;
 - (3) Shall ensure that the employee who get the Confidential Information abide by the obligations of non-disclosure;
 - (4) If the Parties do not build a cooperation relationship after the negotiation, the Receiving Party shall not utilize the Confidential Information;



(5) If the cooperation relationship does not been built up or terminates, the Receiving Party shall return the Confidential Information and all its embodiments to the Disclosing Party according to the requirements of the Disclosing Party.

3. The obligations set forth in Paragraph 2 above shall not extend to any portion of Confidential Information:

- (1) which is known to Recipient prior to disclosure or is information generally available to the public;
- (2) which was not acquired directly or indirectly from Disclosing Party and which Recipient lawfully had in its possession prior to the Effective Date;
- (3) which, hereafter, through no act on the part of Recipient, becomes information generally available to the public;
- (4) which corresponds in substance to information furnished to Recipient on a non-confidential basis by any third party having a legal right to do so;
- (5) which Recipient can demonstrate was developed by or for Recipient independently of the disclosure of Confidential Information by Disclosing Party;
- (6) which is required by law to be disclosed.

4. If the Receiving Party has to disclose the Confidential Information under the requisition of the legal proceeding or administration, the Receiving Party shall inform the Disclosing Party in advance, and assist the Disclosing Party to take necessary protection measures, so that prevent or limit the Confidential Information from further disclosure.

5. Any term of this Agreement shall not be deemed to vest in the Receiving Party any license or other ownership rights of the Confidential Information. The Receiving Party shall not utilize the Confidential Information for any other purposes except the purpose of this Agreement.

6. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF RECIPIENT.

7. Any software and other technical information disclosed under this Agreement may be subject to restrictions and controls imposed by the Export Administration Act, Export Administration Regulations and other laws and regulations of the United States and any other applicable government or jurisdiction, as enacted from time to time (the "Acts"). The Parties shall comply with all restrictions and controls imposed by the Acts.
8. This Agreement enters into effect from the date of being signed by the Parties of this Agreement, and is binding the Parties and their affiliated companies, subsidiaries and successors, until five (5) years from the date of disclosure to Recipient under this Agreement. If the Confidential Information becomes public information and it does not result from the Receiving Party, this Agreement will not affect this part of Confidential Information automatically.
9. This Agreement constitutes the whole agreement between the parties relating to its subject matter. This Agreement supersedes any prior agreements or undertakings of any nature, whether in writing or oral, relating to such subject matter. No variation of this Agreement shall be effective unless made in writing and signed by the authorized representatives of each party.
10. No failure or delay in the exercise by either party to this Agreement of any right, power, or privilege under this Agreement shall operate as a waiver thereof. If a provision of the Agreement is or becomes invalid because of the judgement of a court or the verdict of an arbitration commission, the validity of the remaining provisions of the Agreement shall not be affected thereby.
11. Recipient agrees that any violation or threatened violation of this Agreement may cause irreparable injury to Discloser, entitling Discloser to seek injunctive relief in addition to all legal remedies.
12. This Agreement shall be governed by and construed and enforced in accordance with the law of the People's Republic of China without regard to conflicts of laws principle. Any dispute, claim, or controversy arising out of or related to this Agreement or the breach or validity hereof (each a "Dispute") shall be settled by both Parties through

friendly consultation. If any dispute cannot be settled through consultation, the dispute shall be referred to and finally resolved by arbitration administered by Shenzhen Court of International Arbitration (Shenzhen Arbitration Commission), which shall be conducted in accordance with its arbitration rules in effect at the time of applying for arbitration. The place of arbitration shall be in Shenzhen, the People's Republic of China. The arbitral award is final and binding upon both Parties.

13. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the Parties to this Agreement. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by facsimile transmission, and facsimile copies of executed signature pages shall be binding as originals.

IN WITNESS WHEREOF, The Parties hereto have executed this Agreement to be effective on the date written above.

PARTY A

PARTY B

Name:

Name: Suzhou Wellhong Electrical Co.,
Ltd

Position:

Position: Building 6#7#, No.4 Weibei
Industrial Park, No.1668 Fengyang Road,
Weitang Town, Xiangcheng District,
Suzhou, Jiangsu Province, China

Signature:

Signature:

Date:

Date

