

PROPRIETARY RIGHTS and NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into as of the date last executed by and between BEIJING TOPVALUE GLOBAL CO., LTD. (hereinafter called "TOPVALUE"), a Beijing corporation, doing business at Suite 2111, Building No. 1, Blue Castle International Center, No. 3 Xi Dawang Rd, Chaoyang District, Beijing 100026, China. and

COMPANY ABC
Company ABC address

Hereinafter the Company ABC to this Agreement, described above, shall be referred to as the "Company ABC". TOPVALUE and the Company ABC may also be referred to jointly as the Parties and individually as the Party.

WHEREAS, TOPVALUE wishes to disclose certain technical information, ideas, and other business information relating to the XXX project drawings and techniques developed by TOPVALUE and any other proprietary information resulting from the relationship which may or may not have been patented or constitute a basis of patentable inventions; and

WHEREAS, the Company ABC wishes to disclose to TOPVALUE certain technical information, ideas, and other business information relating to

XXX project drawings, business and technical materials

developed by the Company ABC and any other proprietary information resulting from the relationship which may or may not have been patented or constitute a basis of patentable inventions; and

WHEREAS, TOPVALUE and Company ABC consider such information as proprietary and so indicate by appropriate stamp, mark, legend, verbal, or other notice;

NOW THEREFORE, the Parties hereto do mutually agree as follows:

- 1) Each Party will use its best efforts to keep in confidence, and not use or disclose to any person or persons, proprietary information disclosed to it under this Agreement; provided, however, that neither Party shall be liable for use or disclosure of any proprietary information if the same is:
 - a) In the public domain at the time of disclosure, or is subsequently made available by the disclosing Party to the general public without restriction.
 - b) Known by the receiving Party at the time of disclosure as evidenced by appropriate documentation or independently developed by the receiving Party.
 - c) Used or disclosed with the prior written approval of the disclosing Party.
 - d) Becomes known to the receiving Party without similar restrictions as to its use or disclosure from a source other than the disclosing Party.
 - e) Used or disclosed after a period of ten (10) years from the date of termination of this Agreement.
- 2) Neither the execution of this Agreement, nor the furnishing of any materials hereunder, shall be construed as granting, either expressly or by implication, estoppel or otherwise, any license under any invention or patent now or hereafter owned by or controlled by the Party furnishing the materials.
- 3) It is agreed and understood by and between both Parties hereto that proprietary information will not be disclosed to third parties, including other divisions, licensees or subsidiaries, without receiving written permission from the Party whose proprietary information is to be disclosed.
- 4) No rights or obligations other than those expressly recited herein are to be implied by this Agreement with respect to patents, inventions and data. In providing data pursuant to this Agreement, the Party providing the data makes no representation, either expressed or implied, as to adequacy, sufficiency, or freedom from fault of such data and incurs no responsibility nor obligation whatsoever by reason thereof; and the furnishing of such data shall not convey any rights or license with respect to such data.

- 5) Nothing in this Agreement shall grant to either Party the right to make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party.
- 6) Each Party shall make disclosures only in accordance with the Export Laws of its country and shall not export to any other country any proprietary information it receives under this Agreement without first obtaining the permission of the disclosing Party and obtaining any required export licenses.
- 7) This Agreement may be terminated (a) by either Party giving thirty (30) days written notice of its intention to terminate to the other Party, or (b) the Agreement shall automatically terminate five (5) years from the date of acceptance; provided, however, that when the Agreement terminates, the obligations not to use and not to disclose proprietary information exchanged hereunder shall continue for the period specified herein above.
- 8) All modifications to this Agreement shall be in writing and signed by duly authorized representatives of both companies.
- 9) All notices and information shall be addressed:

BEIJING TOPVALUE GLOBAL CO.,LTD.
 Attention: Mr. John Wang
 Add: Suite 2111, Building No. 1, Blue Castle International Center, No. 3 Xi Dawang Rd, Chaoyang District, Beijing 100026, China
 Tel: 86-10 8599 9137
 Email: admin@topvalueglobal.com

COMPANY ABC
 Attention: XXX
 Add: XXX
 Tel: XXX
 Email: XXX

Each Party reserves the right to change its designation of authorized representative, should circumstances so require, and to notify the other Party, in writing, of any such changes.

- 10) .
 - a) All technical information, ideas, and other business information relating to any proprietary information disclosed hereunder shall be in writing and will be identified, in writing, as being proprietary information.
 - b) Oral communications which are considered proprietary by the originating Party and so identified shall be reduced to writing (e.g. a brief written description of the proprietary information) within (30) days and shall contain a notice thereon to the effect that any disclosure and use shall be subject to the terms and conditions of this Agreement. Such orally disclosed information shall be given the protection afforded proprietary information hereunder during said thirty (30) day period.
 - c) All copies of proprietary information shall contain a similar identification.
- 11) This Agreement shall be governed by the laws of the Republic of China.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

BEIJING TOPVALUE GLOBAL CO.LTD.

COMPANY ABC

By(signature):_____

By(signature)_____

Printed Name:_____

Printed Name:_____

Title: _____

Title: _____

Date:_____

Date:_____