



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (hereinafter referred to as “the Agreement”) is made and is effective as from _____, _____ (DD, MM, YY)

Between

Ego Manufacturing Group, a company established pursuant to the laws of People’s Republic of China (hereinafter referred to as “PRC”), with its registered address at Floor 4, Building 4, 8885 Puxing Road, Qingcun, Fengxian, Shanghai, 201414, PRC, further hereinafter to be referred to as the **Party A**;

And

_____, a company established pursuant to the laws of _____, with its registered address at _____, further hereinafter to be referred to as the **Party B**.

The term “both Parties” shall collectively mean Party A and Party B.

RECITALS

A. Both parties intend to discuss certain matters regarding potential business transactions in Telecommunication’s Areas.

B. In connection with these discussions, certain confidential and proprietary information regarding each party (such party shall be stipulated as “Disclosing Party”) may be disclosed to the other party, its employees, affiliates, agents, contractors, and subcontractors (such party shall be stipulated as “Receiving Party”).

C. The parties desire to establish the terms under which each will disclose certain confidential and proprietary information.

AGREEMENT

Both parties, therefore, agree as follows:

1. Confidential Information. Confidential Information shall mean:
 - a. Any data or information that is competitively sensitive material, and not generally known to the public, including, but not limited to, products, planning information, marketing strategies, plans, finance, operations, customer relationships, customer profiles, sales estimates, business plans, and internal performance results relating to the past, present or future business activities of either party or any of their subsidiaries and affiliated companies and the customers, clients, and suppliers of any of the foregoing;
 - b. Any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in the sense that its confidentiality affords either party a competitive advantage over its competitors; and
 - c. All confidential or proprietary concepts, documentation, reports, data specification, computer software, source code, object code, flow charts, databases, inventions, information, know-how, show-how, and trade secrets, whether or not patentable or copyrightable.



Confidential Information includes, but not limited to, all user manuals, documents, inventions, substances, engineering and laboratory notebooks, drawings, diagrams, computer programs and data, specifications, bills of material, equipment, prototypes and models, and any other tangible manifestation (including data in computer or other digital format) of the foregoing which now exist or come into the control or possession of either of the parties.

2. Confidentiality Obligations. Except as expressly authorized by prior written consent of the Disclosing Party, the Receiving Party shall:

- a. Limit access to any Confidential Information received by it to persons who have a need-to-know in connection with the evaluation of potential business transactions, and only for use in connection therewith; and
- b. Advise any persons having access to the Confidential Information of the proprietary nature thereof and of the obligations set forth in this Confidentiality Agreement; and
- c. Take appropriate action by instruction or agreement with any persons having access to the Confidential Information to fulfill their obligations under this Confidentiality Agreement; and
- d. Safeguard all Confidential Information received by it using a reasonable degree of care, but not less than that degree of care used by it in safeguarding its own similar information or material; and
- e. Use all Confidential Information received by it solely for purposes of evaluating the potential business transactions and for no other purpose whatsoever; and
- f. Not disclose, divulge, communicate and/or identify any Confidential Information received by it to any third parties; and
- g. Not disclose the existence of the discussions to any third party; and
- h. Not copy or reproduce any Confidential Information or distribute any Confidential Information to any third parties; and
- i. Be responsible for any breach of the terms hereunder by the Receiving Party or any person who receives any Confidential Information from the Receiving Party.

Upon the request of the Disclosing Party, the Receiving Party shall (i) surrender to the Disclosing Party all memoranda, notes, records, drawings, manuals, and other documents or materials (and all copies of same) pertaining to or including the Confidential Information of the Disclosing Party, and (ii) destroy all memoranda, notes, records, drawings, manuals, records, and other documents or materials (and all copies of same including “copies” that have been converted to computerized media in the form of image, data or word processing files) which was prepared by the Receiving Party or any person who received any Confidential Information from the Receiving Party based on any information in the Confidential Information. Upon the return and destruction of such materials, and upon written request of the Disclosing Party the Receiving Party agrees to certify, in writing, that all of the foregoing materials have either been surrendered to the Disclosing Party or destroyed.



3. Exceptions to Confidentiality. The obligations of confidentiality and restriction on use in Section 2 shall not apply to any Confidential Information that:

- a. Was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the Receiving Party; or
- b. Was lawfully received by the Receiving Party from a third party free of any obligation of confidence to such third party; or
- c. Was already in the lawful possession of the Receiving Party prior to receipt thereof, directly or indirectly, from the Disclosing Party; or
- d. Is required to be disclosed in a judicial or administrative proceeding, or as otherwise required to be disclosed by law, after all reasonable legal remedies for maintaining such information in confidence have been exhausted including, but not limited to, giving the Disclosing Party as much advance notice of the possibility of such disclosure as practical so the Disclosing Party may attempt to stop such disclosure or obtain a protective order concerning such disclosure; or
- e. Is subsequently and independently developed by employees, consultants or agents of the Receiving Party without reference to the Confidential Information disclosed under this Agreement.

4. Rights in Confidential Information. This Agreement does not confer any right, license, interest or title in, to or under the Confidential Information to the Receiving Party. No license is hereby granted to the Receiving Party, by estoppels or otherwise under any patent, trademark copyright, trade secret or other proprietary rights of the Disclosing Party. Title to the Confidential Information shall remain solely in the Disclosing Party. The Disclosing Party shall have no liability arising from or relating to any use of or reliance upon any information disclosed to a Receiving Party pursuant to this Agreement.

5. Enforcement and Equitable Relief. If either party violates this Agreement, then the other party shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either at law or in equity, to obtain damages for breach of this Agreement, or to obtain equitable relief to enforce its rights hereunder. The breach by one party of any of the provisions of this Agreement would cause serious and irreparable harm to the other party, which could not be adequately compensated for in monetary damages alone. Each party therefore consents to an order specifically enforcing the provisions of this Agreement, or an order of injunction being issued against it restraining it from any further breach of the provisions of this Agreement and agrees that such injunction may be issued against it without the necessity of an undertaking as to damages or posting of bond by the party seeking such an injunction. The provisions of this section shall not derogate from any other remedy which one party may have in the event of a breach by the other party damages as a remedy. Each party further agrees to waive any requirement for a bond in connection with any such injunctive or other equitable relief.

6. Relationship. This Agreement does not create a joint venture or partnership between the Parties and neither party is obligated to enter into any further contract or business relationship with the other.

7. Non-solicitation. Each of the Parties agrees that it will not solicit the employment of any employee or



Consultant of the Companies or Company, respectively, or induce any employee or Consultant of the Companies or Company, respectively, to terminate his or her relationship with the Company or Consultant for employment with the Company or Consultant for a term of 12 months from the date of a Termination of Company/Consultant under the terms of this Agreement.

8. Termination. This Agreement shall automatically expire two (2) years from the date it becomes effective. Either party may terminate this Agreement at any time by providing written notice to the other party specifically referencing this Agreement, while the obligations of the parties to maintain the confidentiality of the Confidential Information it has received under this Agreement shall survive the expiration or termination of this Agreement for two (2) years thereafter.

9. General. The laws of Mainland, P R C, excluding its conflicts of law rules, will govern this Agreement, its validity, construction and effect. Any dispute arising from or in connection with this Agreement between both Parties shall be settled first by way of amicable consultation. In case there is no settlement can be reached, such dispute shall be submitted to China International Economic and Trade Arbitration Commission for arbitration which shall be conducted in accordance with the commission’s arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both Parties. This Agreement supersedes any and all prior or contemporaneous understandings and agreements between the parties with respect to the subject matter of this Agreement and is the complete and exclusive statement thereof. This Agreement can only be modified by a written amendment executed by the parties. Waiver of any breach of this Agreement must be in writing to be effective and shall not be a waiver of any subsequent breach, nor shall it be a waiver of the underlying obligation. Should any court determine that any provision of this Agreement is not enforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. Neither of party may directly or indirectly assign nor transfer it by operation of law or otherwise without the prior written consent of the other party, which may be withheld in such party’s sole discretion. Subject to the foregoing restriction, this Agreement shall be binding upon each party and its successors and permitted assigns and shall inure to the benefit of each party and its successors and permitted assigns.

IN WITNESS WHEREOF, both Parties have caused this Agreement to be executed by their duly authorized representative on the date first written above.

For and on behalf of Party A

By (Signature): _____

Date: _____

For and on behalf of Party B

By (Signature): _____

Date: _____