



FindInChina LLC
Non-Disclosure and Confidentiality Agreement

This Non-Disclosure and Confidentiality Agreement is made on this ____ day of _____, 2004, by and between FindInChina LLC, a Delaware LLC, having a place of business at 146 Kenville Road, Buffalo, New York 14215 (hereinafter referred to as "FINDINCHINA" and _____, located at _____.

WHEREAS, FINDINCHINA has developed and uses certain valuable information related to its business, products, markets, pricing, customers, and financial data;

WHEREAS, each party desires to cooperate with the other party in exploring potential product development and business opportunities that are beneficial to each party;

WHEREAS, it is contemplated that it will be necessary for each party to disclose to the other party certain confidential and proprietary information and trade secrets regarding their respective businesses:

NOW, THEREFORE, FINDINCHINA and _____ agree as follows:

1. The term "Confidential Information" as used herein means: all information, data, patents, trademarks, prototypes, drawings, materials, models, processes, trade secrets and written, electronic or oral descriptions disclosed by either party to the other which relates to (a) the development, formulation, processing, marketing, sale or use of market information and marketing software; (b) the use of such information and software for its business activities; and (c) commercial, financial or marketing information of either party hereto. Each party hereto hereby agrees to receive in confidence the Confidential Information of the other. The discloser shall identify such information as Confidential Information when disclosing it to the receiver.

2. Each party, its officers and employees to whom Confidential Information is disclosed hereunder shall exercise the same degree of care to preserve and safeguard the integrity and secrecy of the Confidential Information as it exercises to protect its own Confidential Information. Each party agrees that before disclosing any Confidential Information of the other party to any of its employees, such employees will be put on notice that the matter disclosed is strictly confidential and trade secret information of the other.

3. Each party hereto agrees that before disclosing any Confidential Information of the other to an outside consultant, it shall obtain the written consent of the other party and the written agreement by such consultant to maintain confidential such information upon the same terms as set forth in this Agreement.

4. It is hereby agreed by each party hereto that the other shall incur no liability merely for examining and considering the Confidential Information of the other, and each party agrees to use the other's Confidential Information only for the purposes specified in the Agreement.

5. Each party hereto agrees that upon receiving any subpoena, or governmental, judicial, or Administrative request for any information or documentation containing or referencing any Confidential information of the other party, the party from whom such information is sought shall notify the other of the request immediately, and shall not produce or disclose such information absent the other party's consent or a court order requiring such disclosure or production.

6. Upon termination of the Agreement for any reason, each recipient of Confidential Information shall return to the owner of that information all copies (written, electronic, or otherwise) then in its possession of any papers, drawings, notes, models, prototypes, samples, etc. which reveals or describes the Confidential Information of the other, except that each party may retain an archival copy for its own records.



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7. Each party hereto agrees that, for a period of three (3) years from the date of this Agreement, it shall not directly, indirectly or otherwise disclose, disseminate or publish any Confidential Information of the other without the expressed written consent of the disclosing party. This Agreement does not apply to information in the public domain at the time of the disclosure, information independently developed by the receiving party prior to any disclosure of Confidential Information of the other party, or any information lawfully obtained from third parties who did not derive such information from the disclosure.

8. This Agreement shall be governed by and construed under the laws of the State of New York without regard to the conflict of laws provisions thereof.

9. Each party hereto agrees and acknowledges that due to the unique nature of each party's Confidential Information, there can be no adequate remedy at law for any breach of either party's obligations hereunder, and that any such breach may result in irreparable harm to the disclosing party, and therefore, upon any such breach, the disclosing party shall be entitled to appropriate equitable relief in addition to any remedies available at law.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment of any benefit hereunder may be made by either party, except to a successor in interest of all or substantially all of such party's assets.

11. This Agreement supercedes all prior discussions and writings and constitutes the entire Agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party, and no failure or delay in enforcing any right will be deemed a waiver thereof.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

FindInChina LLC
146 Kenville Rd., Buffalo, NY 14203
Tel: 1(716) 3800950
Fax: 1(716) 8372415

by: _____

by: _____

Date: _____

Date: _____