

Mutual Confidentiality Agreement

In consideration of the commencement of a business relationship between Weiguo Solutions Limited, and _____ (hereinafter individually referred to as the "Party" or collectively as the "Parties") and the mutual promises which thereby accrue, I agree as follows:

1. Parties' Trade Secrets

I understand that I and/or my agents, representatives, employees, parent companies, subsidiaries, successors and/or assigns (hereinafter collectively "I") may be exposed to trade secrets of the other Part. "Trade Secrets" means information or material that is commercially valuable to the Party and not generally known in the industry. This includes:

- a. Technical information concerning the Party's products and services, including product data and specifications, diagrams, drawings, test results, know-how, processes, inventions, research projects and product development;
- b. Information concerning the Party's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists, supplier information, manufacturing sources and advertising strategies;
- c. Information concerning the Party's employees, including their salaries, strengths, weaknesses and skills;
- d. Information submitted by the Party's customers, suppliers, employees, consultants or co-venturers with the Parties for study, evaluations or use; and
- e. Any other information not generally known to the public, which, if misused or disclosed, could reasonably be, expected to adversely affect the Party's business.

2. Nondisclosure of Trade Secrets:

I will keep the other Party's trade secrets in the strictest confidence. I will not use or disclose such secrets to others without the Party's written consent. However, I shall have no obligation to treat as confidential any information which:

- a. Was in my possession or known to me, without an obligation to keep it confidential, before such information was disclosed to me by the Party
- b. Is or becomes public knowledge through a source other than me and through no fault of mine; or
- c. Is or becomes lawfully available to me, other than as specified hereinabove, from sources other than the Party.

3. Confidential Information of Others

I will not disclose to the other Party, or cause the other Party to use any information or material that is a trade secret of a third party.

4. Return of Materials

When my business association with the Party ends, for whatever reason, I will promptly deliver to the Party all originals and copies of all documents, records, software programs, media and other materials containing any of the Party's trade secrets. I will also return to the Party all equipment, files, software programs and other personal property belonging to the Party.

5. Confidentiality Obligation Survives Business Relationship

I understand that my obligation to maintain the confidentiality and security of the other Party's trade secrets remains with me even after the business between the other Party and me ends and continues for so long as such material remains a trade secret.

6. Execution of Documents

I agree to execute and aid in the preparation of any papers that either Party may consider necessary or helpful to obtain or maintain any patents, copyrights, trademarks or other proprietary rights at no charge to the other Party, but at its expense.

7. Conflict of Interest

During the course of the business relationship with the Party, I will not engage in any business activity competitive with the Party's business activities.

8. Post-Business Noncompetition Agreement

I understand that during the business relationship with the Party, I may become familiar with confidential information of the Party. Therefore, it is possible that I could gravely harm the Party if I become involved, in any respect, with the design, manufacture, or distribution of competitive products. Accordingly, I agree not to complete, directly or indirectly with the Party in any of its business if the activity inherently requires that I use or disclose any of the Party's trade secrets or confidential information. Competition includes the design, development, production, promotion or sale of products competitive with those of the Party.

a. Diversion of Parties' Business

I further agree that I will not divert or attempt to divert from the other Party any business the Party enjoyed or solicited from its customers during the twelve (12) months prior to the termination of the business relationship of the Parties

b. Geographic Restrictions

I acknowledge and agree that the products developed by the Parties may, or are intended to be, distributed to customers internationally. Accordingly, I agree that these restrictions on my post business relationship competitive activity shall apply throughout the world.

9. Enforcement

I agree that in the event of a breach or threatened breach of this Agreement, money damages would be an inadequate remedy and extremely difficult to measure. I agree, therefore, that the other Party shall be entitled to an injunction to restrain me from such breach or threatened breach. Nothing in this Agreement shall be construed as preventing the Parties from pursuing any remedy at law or in equity for any breach or threatened breach.

10. General Provisions

a. Successors

The rights and obligations under this Agreement shall survive the termination of the business relationship with the Parties and shall inure to the benefit and shall be binding upon (1) my heirs and personal representatives, and (2) the successors and assigns of the Parties.

b. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the state of Guangdong with the venue for any dispute in Guangzhou, China.

c. Severability

WEIGUOSOLUTIONS

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall be unaffected and shall be enforceable against me.

d. Entire Agreement

This Agreement supersedes and replaces all former agreements or understandings, oral or written, between myself and the other Party

e. Modification

This Agreement may not be modified except by a writing signed by the Parties.

I HAVE CAREFULLY READ AND CONSIDERED ALL PROVISIONS OF THIS AGREEMENT AND AGREE THAT ALL OF THE RESTRICTIONS SET FORTH ARE FAIR AND REASONABLY REQUIRED TO PROTECT THE PARTIES' INTERESTS.

Signed By: _____ -- / -- / --
For Weiguo Solutions Limited

Signed By: _____ -- / -- / --
For _____