3E Rapid Prototyping Limited

MUTUAL CONFIDENTIALITY

and

NON-DISCLOSURE AGREEMENT

Upon completion, please scan it and send back to

info@3erp.com

MUTUAL CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective this date: _____ by and between 3E Rapid Prototyping Limited whose registered office is No.18-1, Gangkou Avenue, GangKou Town, ZhongShan City,GuangDong Province,China 528447 and _____ the "Customer" whose principal address is _____ 3E Rapid Prototyping Limited and the customer are herein collectively referred to as the "Parties" and individually as the "Party".

1. Confidential Information

The parties propose to disclose certain confidential and proprietary information (the "Confidential Information") to each other.

Confidential Information shall include conversations regarding the designs as well as all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to the other Party. Parties shall consider all conversations confidential and specifically agree not to disclose such conversations or Confidential Information, in whole or in part, to any current, former or contemplated employer, employee (excluding appropriate employees directors and officers) or contractor of either Party.

2. The Parties Obligations

The Parties agree that the Confidential Information is to be considered confidential and proprietary and shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with each other. The Parties agree to take reasonable precautions necessary to safeguard the Confidential Information from disclosure to anyone other than the appropriate employees, officers, directors and representatives, including, without limitation, auditors and legal representatives, of the parties who have a need to have access to the Confidential Information. Unless required by legal or regulatory process, the Parties will not disclose, publish or otherwise reveal any of the Confidential Information received from each other to any third party whatsoever except with the specific prior written authorization of the other party.

Confidential Information furnished in tangible form shall not be duplicated by either party except for purposes of this Agreement. Provided no transaction is concluded which utilizes the Confidential Information, upon the request of either party, the other party shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request.

3. Term

The obligations of the Parties herein shall be effective one year from the date of last disclosure of any Confidential Information to either party pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against either party, nor by the rejection of any agreement between the Parties, by a trustee of either party in bankruptcy, or by either party as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. Other Information

The Parties shall have no obligation under this Agreement with respect to Confidential Information which;-

4.1 is or becomes publicly available without breach of this Agreement by either party; or

4.2 is rightfully received by either party without obligations of confidentiality; or

4.3 is developed by either party without breach of this Agreement;

provided, however , such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to the other party along with the asserted grounds for disclosure unless disclosure is required by a legal or regulatory process.

5. Non Circumvention

For a period of 120 days, and assuming Parties are individually capable of meeting Customer obligations and specifications, neither Party (nor its servants, employees or agents) shall, without the written permission of the other Party, attempt to circumvent the other with respect to preparing a Customer proposal or bid for any Services whatsoever in respect of the plans. Such Services shall be defined but not limited to the commissioning, design and manufacturing process for the Customer.

6. No License

Nothing contained herein shall be construed as granting or conferring any rights by license except in relation to the Idea or otherwise in any Confidential Information. It is understood and agreed that neither Party will solicit any change in the organisation, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a Party to purchase any products or services of the other Party nor as an encouragement to expend funds in development, planning or research efforts. Confidential Information may pertain to prospective or unannounced businesses, products or services. The Parties agree not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product or proposal.

7. No Publicity nor Disclosure of Existence

Each Party agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with each other.

8. Governing Law and Equitable Relief

This Agreement is in accordance with Hong Kong Law and the Parties irrevocably submit to the non-exclusive jurisdiction of the Courts of SAR Hong Kong in respect of any claim, dispute or difference arising out of or in connection with this Agreement.

9. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by the Parties.

10. No Assignment

Neither Party may assign this Agreement nor any interest herein without the other Party's expressed prior written consent.

11. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

12. Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

13. No Implied Waiver

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Signed on behalf of 3E Rapid Prototyping Limited	
3E Rapid Prototyping Limited Representative: Signature	
3E Rapid Prototyping Limited Representative: Print Name	Ronan ye – General Manager

Signed on behalf of _____	
Representative's Signature	
Representative: Print Name	