



Ontex Industries International Ltd.
 安 德 國 際 實 業 有 限 公 司
 Quality and Service Come First



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PROPRIETARY INFORMATION DISCLOSURE AGREEMENT

THIS AGREEMENT, entered into and made effective this _____ day of _____, 200____ by and between Inventor _____
 duly organized and existing under the laws of _____,
 with business address :

_____ and Ontex Industries International Ltd., duly organized and existing under the laws of the Hong Kong, with business address at : 1-3, 13/F., Wing Hang Ind. Bldg. 13 Kwai Hei St. Kwai Chung, N.T., Hong Kong.

SUBJECT: _____

Each Party represents that it now has, or may in the future develop or acquire, certain ideas, concepts, information or data relating to the above described "Subject" (including, marketing, technical and/or competitive information or data) which may be considered by their respective parties as its proprietary or trade secrets (hereinafter called "Proprietary Information"); and

Both Parties, for their mutual benefit, with respect to the Proprietary Information described above, agree that in pursuit of the "Subject" goals or tasks it may be necessary or desirable to exchange, disclose, or permit limited access to its respective Proprietary Information; and

Both Parties desire to document the purposes and limitations of any such exchange or disclosure, the procedures to be followed in the event thereof as well as the obligations of the respective parties with regard to the use and safeguarding of such Proprietary Information.

In consideration of the foregoing premises, and the mutual covenants contained herein, the parties agree as follows:

1. Definitions

As used in this Agreement;

(a) "Disclosing Party" or "Owner" - shall mean the party who discloses or exchanges its own Proprietary Information;

(b) "Receiving Party" or "Recipient" - shall mean the party who receives Proprietary Information of or from the Disclosing Party or Owner;

(c) "Proprietary Information" - shall mean any and all recorded information (regardless of form or characteristic) including ideas, concepts, information or data of a technical, engineering, scientific, and/or competitive nature, including drawings, sketches, specifications, manuals, photographs, data books, reports, computer software, computer software documentation, account lists, product costs, or other information treated by Disclosing Party as proprietary, confidential or a "trade secret" which is so designated, either in writing, by appropriate stamp or legend, or if orally disclosed, via a written summary of said disclosure delivered by the Disclosing Party to the Receiving Party in accordance with the requirements of this Agreement.

2. Owner's Right To Disclose

The Disclosing Party represents that it has the right to disclose fully or otherwise dispose of the information disclosed under this Agreement in accordance with the provisions of this Agreement.

3. Oral Disclosures / Exchanges

Proprietary Information, if orally or visually disclosed (and identified as proprietary at such time), shall be summarized and reduced to a writing within ten (10) business working days by the Disclosing Party and submitted to the Receiving Party. During this ten (10) business working day period, such disclosures with the same protection as is provided hereunder to appropriately identified or stamped documentary "Proprietary Information".

4. Limitation of Disclosure

The Receiving Party agrees and shall not disclose or reveal same to any third party (including but not limited to Government) unless such release is authorized in a separate writing by the Disclosing Party.

5. Limitation On Use

A party receiving Proprietary Information of the other party shall not use (for commercial or other application), copy, or circulate the same, in whole or in part, within its own organization, except to the limited extent necessary for performance of the tasks contemplated under the subject of this Agreement.

6. Court / Government Order to Disclose

Should a Receiving Party be faced a requirement under Government regulations to disclose Proprietary Information received hereunder, said party shall promptly notify the Disclosing Party (Owner); and, upon the written request and at the expense of the latter, shall cooperate with the Owner in contesting such a disclosure. Except to the extent caused by a failure to discharge the notice and cooperation responsibilities set forth in the preceding sentence, no party shall be liable for damages due to any disclosure made pursuant to a Court Order.

7. Degree of Care

Each party shall have utilized the same or higher degree of care in the handling, storing and safekeeping of such information as its uses for the protection of its own Proprietary Information.

8. Relationship of Parties

This Agreement is intended to provide only for the handling and protection of Proprietary Information exchanged or disclosed hereunder, and shall not be construed as a Teaming, Joint Venture, Partnership or other similar arrangement. Specifically, this Agreement shall not be construed in any manner to be an obligation to enter into a contract, nor shall it result in any claim whatsoever for reimbursement of costs for efforts expended in performance of the tasks.

9. No License

Neither the execution of this Agreement, nor the furnishing of any Proprietary Information hereunder shall be construed as granting either expressly, by implication, or otherwise, any license under any invention, patent, copyright, or trade secret, now or hereafter owned or controlled by the party furnishing the same.

10. Ownership of Documents / Return

All documents containing Proprietary Information and supplied hereunder shall be and remain the property of the Disclosing Party, and shall not be reproduced without the prior written approval of the Disclosing Party (except to the extent authorized in Article 5 [Limitation on Use]); and, immediately upon receipt of the written request of the Disclosing Party, all such documents (and all copies there of if any) shall be returned by the Receiving Party to the Disclosing Party or otherwise dispose of such information in accordance with the directions of the Owner thereof.

11. Points of Contact

Each party hereby designates the following named individuals and addressee locations within its organization as the only authorized point for receiving Proprietary Information pursuant to this Agreement.

Inventor : Represented By _____
Address /Phone : _____

Ontex Industries International Ltd. Represented By : _____
Address / Phone : _____

The above designated addresses for each party may be changed at any time by written notification to the other party.

12. Exclusions

The obligation to treat as proprietary or safeguard Proprietary Information disclosed or exchanged hereunder shall not apply or shall terminate for information which:

- (a) was already in the public domain when disclosed; or, subsequently falls into the public domain other than through disclosure by the Receiving Party;
- (b) was already in the possession of or known by the Receiving Party (free of any obligation of confidentiality) at the time disclosed to Receiving Party;
- (c) becomes known to the Receiving Party from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party;
- (d) is subsequently independently developed by the Receiving Party;
- (e) is received by a party either after notification, in writing, from the other party that it does not desire to receive any further Proprietary Information, or after termination or expiration of this Agreement.

However, if any portion of a party's Proprietary Information falls within any one of the foregoing exceptions, any remaining portion shall continue to be subject to the obligations of confidence and non-disclosure in the Agreement.

13. Termination / Expiration

- (a) This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Information exchanged between the parties after termination will no longer be subject to this Agreement; however, any information exchanged prior to cancellation will remain proprietary and be subject to the terms of this Agreement.
- (b) In any event, this Agreement shall expire One (1) year from its effective date first written above. Information exchanged after this expiration will not be considered proprietary or subject to the terms of this Agreement.
- (c) However, the parties' obligations with respect Proprietary Information of the other party exchanged while this Agreement is in effect shall not expire after the termination of this Agreement.

14. Waiver

The failure of either party to enforce any applicable provision of this agreement, or to require at any time performance by the other party of any provision hereof, shall in no way be construed to be waiver of such provision, nor in any way affect the validity of this Agreement or any part thereof or the right of either party thereafter to enforce each and every provision.

15. Applicable Law

This agreement is deemed to be made under and shall be construed in accordance with the laws of the State of California, U.S.A

16. Entire Agreement

This Agreement represents the entire agreement of the parties pertaining to the subject matter of this Agreement; and, supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties with respect thereto.

In Witness whereof, the parties hereto have caused this Agreement to be executed in duplicate original copies by their respective duly authorized representatives.

Agree and Signed By :

Inventor Company: _____

Ontex Industries International Ltd.

By : _____

By : _____

Title : _____

Title : _____

Signed : _____

Signed : _____

Dated :

Dated: