Non-Disclosure Agreement

This Non-Disclosure Agreement (“The Agreement”) is entered into and is effective as of (“The Effective Date”) by and between: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Discloser”) located at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Bay Area Compliance Laboratories Corp. (referred to as BACL) (“Recipient”), located at 6/F, the 3rd Phase of Wan Li Industrial Bldg., Shihua Rd.,FuTian Free Trade Zone, Shenzhen, China.

1. Definition of Confidential Information.

“Confidential Information”as used in this Agreement shall mean any and all of Discloser's technical and non-technical information including patent, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services, and includes, without limitation, its information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information, or those of any third party provided by Discloser. Confidential Information does not include any of the foregoing that Recipient can document: (1) is now or subsequently becomes generally available to the public through no fault or breach on the part of Recipient; (2) Recipient can demonstrate to have had rightfully in its possession prior to disclosure to Recipient by Discloser; (3) is independently developed by Recipient without the use of any Confidential Information; (4) is communicated by the Discloser to an unaffiliated third party free of any obligation of confidence; or (5) Recipient rightfully obtains from a third party who has the right to transfer or disclose it. (6) The information and the documents provided to the accreditation body or the statutory regulatory body according the ISO/IEC 17025 or the relevant laws and regulations

* 1. Nondisclosure and Nonuse of Confidential Information.

Recipient agrees that it will not make use of, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except to the extent necessary for negotiations, discussions, and consultations with Discloser or its personnel or authorized representatives and any other purpose Discloser may hereafter authorize in writing. Furthermore, the existence of any business discussions, negotiations or agreements in progress between the parties shall not be released to any form of public media without approval of Discloser. Recipient agrees that it shall use its best efforts to protect the Confidential Information from disclosure. Recipient agrees that it shall disclose Confidential Information only to those of its employees who need to know such information and who have previously agreed in writing, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement. Recipient may disclose Confidential Information if required by any judicial or governmental request, requirement or order, provided that Recipient will take reasonable steps to give Discloser sufficient prior notice in order to contest such request, requirement or order.

* 1. Ownership of Confidential Information and Other Materials.

 All Confidential Information, and any Derivatives thereof, remains the property of Discloser and no license or other rights to Confidential Information is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret. All other materials (including without limitation, documents, drawings, models, apparatus, sketches, designs and lists) furnished to Recipient by Discloser, and which are designated in writing to be Discloser's property, shall remain Discloser's property and shall be returned to it promptly at its request. Recipient shall retain within its files, for a period of up to five years after the completion of testing or certification on each product supplied to Recipient by Discloser a copy of all documents relating to the testing and/or certification of said product, after which time said documents may be destroyed by Recipient.

* 1. No Modification.

Recipient agrees not to modify the Confidential Information in any way without the written consent of the Discloser. Recipient shall not; attempt to reverse engineer, decompile, disassemble, or trace the execution of any samples to be provided for evaluation under this Agreement.

* 1. Warranty.

All Confidential Information is provided "as is" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

* 1. Disclosure of Third Party Information.

 Discloser shall not communicate any information to Recipient in violation of the proprietary rights of any third party.

* 1. No Export.

Recipient shall not export, directly or indirectly, any technical data acquired from Discloser pursuant to this Agreement or any product utilizing any such data to any country for which the Chinese government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

* 1. Notices.

All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, telegram, telex, facsimile transmission; or by certified or registered mail, return receipt requested; and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth in this Agreement or such other address as either party may specify in writing.

* 1. Entire Agreement and Governing Law.

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. Recipient may not assign or transfer any rights or obligations under this Agreement; without Discloser's prior written consent. This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties. This Agreement will be governed by and construed in accordance with the laws of Chengdu of China, as applied to agreements entered into and to be performed entirely in Chengdu of China

Understood and Agreed:

**Discloser: Recipient:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bay Area Compliance Laboratories Corp.** (Shenzhen)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_