**MUTUAL NONDISCLOSURE AGREEMENT**

This Mutual Nondisclosure Agreement (the “Agreement”) is made as of (the “Effective Date”) by and between iSTART-TEK INC.**,** a Taiwan company having a principal office at 7F.-5, No.6, Taiyuan 1st St., Zhubei City, Hsinchu County 30288, Taiwan, R.O.C, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a company organized and existing under the laws of having a principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(each referred to individually as a “Party” and collectively as the “Parties”).

WHEREAS the Parties, for their mutual benefit, may have exchanged and wish further to exchange certain information of a confidential nature and wish to protect such information in the manner set out in this Agreement.

NOW THEREFORE, in consideration of the premises and covenants hereinafter contained, the parties hereby agree as follows:

**1. Definitions.**

(a) “Discloser” means the party who disclose Confidential Information.

(b) “Recipient” means the party who receive Confidential Information.

(c)“Confidential Information” means all forms and types of information that derives independent economic value, actual or potential, provided by either party to the other under this Agreement during the Term, including without limitation a pattern, formula ,prototype, process, work, program, design, method, discovery, propose, model, source code, object code, original, manual, system document, output format, input format, file structure, quality information, technology, whether direct or indirect, and whether or how disclosed physically, orally, electronically.

**2. Exceptions to Confidential Information**

1. The obligations of this Agreement shall not apply to Confidential Information of the Discloser to the extent such information:
2. was known to the Recipient , without restriction, at the time of disclosure, as demonstrated by written records in existence at the time of disclosure;
3. was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Recipient;
4. becomes known to the Recipient, without restriction, from a source other than the Discloser without breach of this Agreement by the Recipient;
5. approved for release by written authorization of the Discloser;
6. was independently developed by the Recipient without any use of the Confidential Information of the Discloser, as demonstrated by written records created at the time of such independent development;
7. Provided in response to a valid order by a court or required by law.
8. Under the circumstances of (vi), Recipient shall disclose Confidential Information limited to the scope of law or court order. Recipient shall also provide prompt notice of such court order to the Discloser, and enables the Discloser to seek a protective order or otherwise prevent or restrict such disclosure.
9. Purpose and Handling of Confidential Information.

The Recipient shall not make use of that Confidential Information other than for the purpose identified by Discloser without a written consent.

1. **Duty to Protect.**

(a) Both parties agree to protect Confidential Information with at least the same degree of care each party uses to protect its own confidential information of like importance, but never less than a reasonable standard of care.

(b) Both parties shall only disclose Confidential Information to its employees or agents needed to know, and shall cause each of them to obey the non-disclosure duties.

(c) Both party agree to keep Confidential Information individually in order not to make confusion. Recipient shall notice Discloser upon finding unauthorized uses by others to help to recover such information or prevent the continuing of unauthorized uses.

1. **No Rights Granted.**

All Confidential Information disclosed pursuant to this Agreement shall remain the property of the Discloser. Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of Discloser. Recipient shall not remove any patent or copyright warnings contained in Confidential Information, and shall put similar warnings into any copies of Confidential Information. All of the copies made by Recipient shall be considered as Confidential Information of Discloser.

Recipient agrees Discloser makes no warrant, expressly or impliedly, including without limitation the correctness, completeness, marketability, applicability for particular purposes of Confidential Information, and makes no guarantees that such information will not infringe intellectual property rights or other rights of any other person. Recipient shall bears all the known or unknown risks of using Confidential Information. Discloser is free from compensate the loss for mistakes of Confidential Information and also holds no liability for the loss of either party or third parties using Confidential Information.

1. **Term**

This Agreement begins on the Effective Date and continues until two (2) years (this period is the “Term”). Either party may terminate this Agreement by giving the other party written notice of termination not fewer than thirty days (30).

All obligations with respect to Confidential Information hereunder shall continue until five (5) years from the date of disclosure of the Confidential Information.

1. **Liability for Breach of Agreement**

Recipient or the performance assistant of the Recipient breaches any provision of the Agreement shall be considered default and indemnify Discloser.

1. **Return of Materials.**

All information provided by the Discloser shall remain the property of the Discloser. Receiver agrees to return all Confidential Information upon the demand by Discloser. The Receiver agrees to return the original and all copies of Confidential Information at his or her own expense to the business place or any other places assigned by Discloser.

In the case of Discloser requesting Recipient to destroy all of the Confidential Information, a certification from the Recipient to prove all the Confidential Information has been destroyed is needed.

1. **Assignment**

This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless there is a written consent made by both parties.

This agreement may be assignable with a prior written consent of each party. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

1. **Governing Law.**

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of Taiwan, Republic of China, excluding that body of laws related to conflicts of law. The Parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be subject to the jurisdiction of the courts of Taiwan HsinChu District Court..

1. **Notification**

Any notice required or permitted by this Agreement shall be in writing and shall be delivered by registered with AR mail or legal attest letter.

In the event of an emergency, the notice shall be delivered by fax or e-mail, and confirm by registered with AR mail or legal attest letter within 10 days after the prior notice.

1. **Entire Agreement**

(a) This Agreement shall not be interpreted as creating any association, joint venture, partnership, or other business relationship among the parties.

(b) Intellectual property rights are not granted via this Agreement, and the Recipient is not refrained from engaging in other project or similar work with third parties.

1. **Miscellaneous**

This agreement is executed in two counterparts, each of which shall be original and both Discloser and Recipient keep one copy of the agreement.

IN WITNESS WHEREOF, the undersigned have executed Agreement

iSTART-TEK INC. Company name

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

(Signature) (Signature)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print) (Print)

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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