

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into by and between **H3C TECHNOLOGIES CO., LTD.**(hereinafter referred to as "**H3C**"), a Chinese company having its principal place of business at Unit 2301, Caroline Centre, Lee Gardens Two, Causeway Bay, Hong Kong and **the certified partner** (hereinafter referred to as "**Partner**") to evaluate cooperation opportunities, and shall take into effect as of the date Partner click "SUBMIT" in the partnership application process on H3C's official website at www.h3c.com.

A party disclosing confidential information and a party receiving confidential information are hereafter referred to as "discloser" and "recipient" respectively, and both of them are referred to as "parties" collectively.

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED IN THIS AGREEMENT AND THE DISCLOSURE OF CONFIDENTIAL INFORMATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definition of Confidential Information and Exclusions

(a) "Confidential Information" including, without limitation, all nonpublic information relating to either party's business, technical practices and all proprietary information, such as engineering documents, flowcharts, software (in source or object code), program listings, data file printouts, printed circuit boards, processes, component part listings and prices, trade secrets, designs, know-how, inventions, the marketing or promotion of product; it also includes business and technical information received from others that discloser is obligated to treat as confidential and any other information received or acquired by recipient from the discloser in the course of exploring the possible business relationship.

The Confidential Information shall be disclosed in written form and marked "CONFIDENTIAL", "PROPRIETARY" or other similar legends. If the Confidential Information is initially disclosed orally or in other not written manner, it shall be identified as confidential at the initial time of disclosure and be reduced to written form by the Discloser (including the date of the disclosure and name of the Discloser) and presented or mailed to the Recipient within thirty (30) days of the first disclosure.

Except as otherwise indicated in this Agreement, "Discloser" also includes all Affiliates (as hereinafter defined). An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control or are controlled by, or are under common control with the Discloser.

(b) Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available through no wrongful act of the Recipient; (ii) is already known to the Recipient at the time of disclosure; (iii) is rightfully received by the Recipient from a third party without restriction on disclosure and without breach of any confidential obligation; (iv) is independently developed by Recipient and without use of any of the Confidential Information;

2. Limitation to use

Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's business activities with Discloser. Recipient shall not reverse engineer, decompile or disassemble any software disclosed by the Discloser and not disclose, publish, distribute or disseminate Confidential Information to anyone other than those of its employees with a need to know in pursuance of Recipient's business relationship with Discloser provided that Recipient binds those employees to terms at least as restrictive as those stated in this Agreement. The parties herein further agree, for the purpose of the business activities with Discloser, it should not be deemed to breach this Agreement when H3C discloses the Confidential Information provided by Discloser to its parent company and affiliate company.

Recipient agrees to use reasonable care, but at all events not less than the degree of care that it uses to protect its own confidential and proprietary information of equivalent importance, to prevent the unauthorized use, disclosure, publication and dissemination of Confidential Information. Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of Discloser. Recipient shall not directly or indirectly export or transmit any Confidential Information to any country to which such export or transmission is restricted by regulation or statute; and shall promptly provide Discloser with notice of any actual or threatened breach of the terms of this Agreement.

3. Obligation to Maintain Confidentiality

Recipient agrees to refrain from disclosing any Confidential Information to third parties from the date discloser first discloses such Confidential Information to Recipient. This Agreement shall remain in full force and effect for so long as Recipient continues to receive Confidential Information. This Agreement may be terminated by either party upon thirty (30) days written notice. The obligation of maintaining the confidentiality survives the termination of cooperation and will last for three (3) years from the date of first disclosure.

4. Mandatory Disclosure Exemption

Recipient may disclose Confidential Information in accordance with a judicial or other governmental order, provided that Recipient either (i) gives the undersigned Discloser representative reasonable notice prior to such disclosure to allow Discloser having a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection under applicable law or regulation.

5. Return of Confidential Information

Upon the first request of Discloser, Recipient shall return all originals, copies, reproductions and summaries of all Confidential Information which were, at any time, in the possession of and all materials (in any medium) which contain or embody Confidential Information. Alternatively, if Discloser requests the destruction of the Confidential Information, Recipient shall provide Discloser a written affidavit or confirmation signed by its authorized representative to evidence the complete destruction of such Confidential Information.

6. Remedies

Discloser and Recipient both agree that its obligations set forth in this Agreement are necessary and reasonable in order to protect the disclosing party and its business. Both parties expressly agree that due to the unique nature of the Discloser's Confidential Information, monetary damages would be inadequate to compensate the Discloser for any breach by the Recipient of its covenants and agreements set forth in this Agreement. Accordingly, Discloser and Recipient both agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the Discloser and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Discloser shall be entitled (a) to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Recipient, without the necessity of proving actual damages, and (b) to be indemnified by the Recipient from any loss or harm, including, without limitation, business loss, attorney's fees, arising out of or in connection with any breach or enforcement of the Recipient's obligations under this Agreement or the unauthorized use or disclosure of the Discloser's Confidential Information.

7. No Rights Granted

All Confidential Information is and shall remain the property of Discloser. Nothing in this Agreement shall be construed as granting any expressed or implied rights under any patent, copyright or other intellectual property right of either party, nor shall this Agreement grant either party any express or implied rights in or to the other party's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the relationship with the other party.

8. No Warranty

Unless otherwise agreed by Discloser and Recipient, all such Confidential Information is provided "AS IS" without warranty of any kind, and Recipient agrees that neither Discloser nor its suppliers shall be liable for any damages whatsoever arising from or relating to Recipient's use or inability to use such Confidential Information.

9. Right to Compete

Subject only to its confidentiality and non-disclosure obligations as set forth in this Agreement, each party's right to develop, use, and market products and services similar to or competitive with the Confidential Information of the other party shall remain unimpaired. Each party acknowledges that the Recipient may already possess or has developed products or services similar to or competitive with those of the Discloser as disclosed in the Confidential Information.

10. Restriction of Technology Export

The Discloser shall guarantee the technologies transferred/ licensed to Recipient, the Products delivered to Recipient or derivative works or technology assistance thereof are all in compliance with the United States Export Control law and the laws of the jurisdiction in which the technologies or Products were obtained. In particular, but without limitation, technologies transferred or licensed to Recipient and derivative works or technology assistance thereof shall not contain any technologies classified as 5E001, 5E002 or 5E992 under United States Export law. Provided

Discloser fails to comply with this section, Discloser shall indemnify and hold harmless Recipient from all loss, liabilities or expenses arising from Discloser's breach of this term, including without limitation to the punitive charges imposed by US or applicable authorities to Recipient due to such breach.

11. Severance

If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

12. Independent Contractors

Discloser and Recipient are independent contractors, and nothing contained in this Agreement shall be construed to constitute the Discloser and Recipient as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

13. Governing Law

This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of P.R. China. Any dispute arising out of or relating to this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission, Shanghai Commission. The verdict of the Arbitration shall be final and binding upon both parties.

THIS AGREEMENT WILL BE CONSTRUED WITHOUT REGARD TO ITS CHOICE OF LAWS OR CONFLICT OF LAWS, RULES OR PRINCIPLES.

14. Amendment and Waiver

Any term of this Agreement may be amended with the written consent of both parties. Any amendment or waiver affected in accordance with this Section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

15. Entire Agreement

This Agreement is the product of both of the parties hereto, and constitutes the entire, final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.

17. Notice

All notices in connection with this Agreement shall be in writing and shall be delivered by personal service, express mail, email or facsimile.