



Global Pacific Securities US, Inc.

110 Wall Street
Room 6-072
New York, NY 10005 USA
Office (917) 970-0928

NONDISCLOSURE AGREEMENT ("NDA")

This Nondisclosure Agreement (the "Agreement") is entered into as of **Date** by and between Global Pacific Securities US, Inc., having an address of 110 Wall St., Room 6-072, New York, NY 10005, and Mr. XXXXX, having an address at XX, New York, NY XXXXX.

Each party hereto wishes to obtain certain information relating to the other party in connection with an agreement between the two parties to **develop business opportunities** (the "Permitted Purpose"), and each party, along with its directors and employees, and its financial and professional advisers, associates, and affiliates, in relation to the Permitted Purpose (together referred to its respective "Disclosees"), will need access to certain information relating to the other party (each party's respective "Confidential Information").

1. In consideration of each party agreeing to supply, and so supplying, the Confidential Information to the other party and agreeing to enter into discussions with the other party, each party hereby represents, undertakes and agrees as follows:

- (a) to hold the Confidential Information in confidence and not to disclose or permit it to be made available to any person, firm or company (except to other Disclosees) without the prior written consent of the other party;
- (b) only to use the Confidential Information for the Permitted Purpose;
- (c) to ensure that each person to whom disclosure of Confidential Information is made by a party is on a "need to know" basis and that each such person is fully aware in advance of such party's obligations under this letter and that each such person gives an undertaking in respect of the Confidential Information in the terms of this letter and that each party remains responsible to the other party for any breach occurring by or through its respective Disclosees;
- (d) upon written demand from the other party either to return the Confidential Information and any copies of it (and any documents, reports or similar incorporating or embodying any Confidential Information) or, at such other party's sole option, to confirm to such party in writing that, except to the extent required by law or regulation, it has been destroyed. The parties shall not be required to return reports, notes or other material prepared by it or other Disclosees or on its or their behalf which incorporate Confidential Information ("Secondary Information") provided that the Secondary Information is kept confidential;

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(e) to keep confidential and not reveal to any person, firm or company (other than Disclosees) the fact of such party’s investigations into the other party or that discussions or negotiations are taking place or have taken place between the parties in connection with the proposed arrangements or the terms of this agreement;

(f) that neither party nor any of its respective advisers nor any of its partners, shareholders, agents, officers, employees or any of their respective affiliates accept responsibility or liability for or make any representation, statement or expression of opinion or warranty, express or implied, with respect to the accuracy or completeness of the Confidential Information or any oral communication in connection therewith unless and save to the extent that such representation, statement or expression of opinion or warranty is expressly incorporated into any legally binding contract executed between the parties;

(g) the provisions of this letter shall continue in effect notwithstanding any decision by the parties not to proceed with any opportunity, transaction, or engagement, or any return or destruction of the Confidential Information;

(h) that each provision in this clause is independent and severable from the remaining provisions of this clause and enforceable accordingly. If any part of this clause shall not be enforceable for any reason but would be enforceable if part of the wording were deleted or amended, then it shall apply with such deletion or amendments as may be necessary to make it enforceable;

(i) that damages alone would not be an adequate remedy for any breach of the provisions of this letter and, accordingly, without prejudice to any and all other rights or remedies that either party may have against the other party, each party shall be entitled without proof of special damage to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this letter; and

(j) that the restrictions contained in this clause are no greater than is reasonable and necessary for the protection of the other party’s interests.

2. Nothing in paragraph 1(a) to (j) of this letter shall apply to any information or Confidential Information:

(a) which at the time of its disclosure is in the public domain;

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- (b) which after disclosure comes into the public domain for any reason except the failure of a party, or failure on the part of its Disclosee, to comply with the terms of this letter;
 - (c) which the parties agree in writing is not confidential;
 - (d) which was lawfully in a party’s possession (as shown by its written records) prior to such disclosure;
 - (e) which is subsequently received by a party from a third party without obligations of confidentiality; or
 - (f) which a party or its Disclosee are required to disclose, retain or maintain by law or any regulatory or government authority, provided that if legally permitted such party consults with the other party on the proposed form, timing, nature and purpose of the proposed disclosure.
3. In consideration of the representation and undertakings given by the other party in this letter, each party undertakes and agrees:
- (a) to disclose Confidential Information to the other party;
 - (b) to keep confidential and not to reveal to any person, firm or company (other than to Disclosees) the fact of such party’s investigation into the other party or that discussions or negotiations are taking place or have taken place between the parties; and
 - (c) to confirm that any personal information contained or referred to in any of the Confidential Information, has been obtained, maintained and handled and all relevant licenses, authorities and consents have been obtained in accordance with all applicable data protection laws, rules and regulations.
4. Each party acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation relating to insider dealing or otherwise and therefore each party undertakes to the other not to use any Confidential Information for the purpose of trading any shares, other securities or any other economic interest of any type or nature or for any unlawful purpose.
5. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, United States of America. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or

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validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in the State of New York, United States of America, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures in accordance with the Expedited Procedures in those Rules. The parties hereby agree to give up any rights they might possess to have this matter litigated in a court or jury trial.

6. This Agreement may be executed in counterparts; each such counterpart shall be deemed an original and all such counterparts shall together constitute one instrument. Signatures on this Agreement that are transmitted by facsimile, e-mail or other electronic means will be treated as original signatures.

7. The parties hereto acknowledge and agree that the signing of this Agreement does not obligate either party to enter into any transaction or engagement or to refrain from entering into any transaction or engagement.

8. This Agreement shall terminate two (2) years from the date first written above, unless otherwise terminated in writing with return receipt prior to that date, but the obligations herein relating to the disclosure of each instance of Confidential Information shall extend for a period of two (2) years from the date of the first sharing of that Confidential Information.

9. This Agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether oral or written.

If the foregoing correctly sets forth the understanding and agreement between the Disclosees, please so indicate in the space provided for that purpose below, whereupon this letter shall constitute a binding agreement as of the date first written above.

Accepted and Agreed:

Mr. Zhengzhe Qu
Chief Executive Officer
Global Pacific Securities US, Inc.
19 W 26th Street, 5th Floor
New York, NY 10010

Mr. XXXXX
Title
XX Address
New York, NY XXXXX

Signature: _____

Signature: _____