

*Purpose of signing to NDA is to secure confidentiality between SYTC/ TDR, and your company, and to assure all intellectual property (IP) is protected.
SYJTC/TDR recognise and support strict confidence in business contacts and procedures, and supports protection of client's intellectual property.*

Below is a sample NDA agreement.

This is an example only, and may be changed and agreed upon by both parties depending on their preferred additions and changes.

SAMPLE NON DISCLOSURE AGREEMENT

THIS NDA agreement is made on, 2007

BETWEEN

YOUR COMPANY of ADDRESS (" **KNOWN AS**")

AND

*FOR AUSTRALIAN CUSTOMERS

TRADE DEVELOPMENT RESOURCES of 4 Bayley St, Hobart, 7000, Australia ("**TDR**")

* OTHER INTERNATIONAL CUSTOMERS

SHANGHAI YING JIE INTERNATIONAL TRADING COMPANY of 102/4/6 Wanping Rd, Shanghai 200030, China ("**SYJTC**")

RECITALS

- A. YOUR COMPANY owns the Trademark and design of a product and are in the business of sales and marketing(*insert product/s title/s).
- B. TDR is in the business of contract manufacturing
- C. The parties wish to give each other access to their respective confidential and proprietary information and know how relating to or developed in connection with any businesses, affairs, finances, markets, promotions, strategies, plans, formulae, systems, technology or intellectual property owned or used by the Disclosing Party or licensed to the Disclosing Party or any customers, suppliers or industries of the Disclosing Party ("Confidential Information") to facilitate discussions and negotiations between the parties in connection with the manufacture of products on the terms and conditions of this Agreement. The fact of the discussions between the parties and the fact of the existence of this Agreement shall also constitute Confidential Information.

THEREFORE it is agreed that:

- 1. Any and all written or oral Confidential Information disclosed or communicated by one party ("Disclosing Party") to the other ("Recipient") will be treated by the Recipient as secret and confidential in accordance with this Agreement.
- 2. The Recipient shall not disclose any Confidential Information to any third party nor use such Confidential Information for any purpose not contemplated by this Agreement without the prior consent of the Disclosing Party.
- 3. YOUR COMPANY and TDR each acknowledge and agree that each of them must, as a Recipient:
 - (a) take all action reasonably necessary to maintain the confidentiality of the other party's Confidential Information;
 - (b) not disclose the other party's Confidential Information to any person except as permitted under clause 4;

- (c) use or reproduce the other party's Confidential Information only as permitted under the terms of this Agreement;
 - (d) not make, assist or permit any person to make any unauthorised use, disclosure or reproduction of the Confidential Information of the other party;
 - (e) not disclose to any person, in particularLIST SPECIFIC TRADE COMPEDITORS IF REQD.... the fact that the discussions or negotiations contemplated by this Agreement are taking place between the parties;
 - (f) not disclose to any person any of the terms, conditions or other facts with respect to such discussions and negotiations;
 - (g) take all steps reasonably necessary to secure the other party's Confidential Information against theft, loss or unauthorised disclosure; and
 - (h) take reasonable steps to ensure that any person who has access to Confidential Information of the other party through it or on its behalf does not use, reproduce or disclose that Confidential Information other than in accordance with this Agreement.
4. This Agreement does not prohibit the disclosure by a Recipient of Confidential Information of the Disclosing Party to a representative of the Recipient who needs to know the Confidential Information in order to progress the analysis and negotiations between the parties, subject to the Recipient notifying its representative of the confidential nature of the Confidential Information.
5. The obligations imposed on the parties by this Agreement shall not apply to Confidential Information which:
- (a) the Disclosing Party has given its consent to its disclosure or use; or
 - (b) is required to be disclosed by law or under the rules of a stock exchange.
6. All Confidential Information furnished by one party to the other is considered loaned for use solely in connection with the terms of this Agreement, and shall be delivered to the Disclosing Party on demand or destroyed by the Recipient upon request by the Disclosing Party. Upon such request, the Recipient shall certify that it has destroyed all copies of the Confidential Information in its possession or under its control. The destruction of the Confidential Information does not release any party from its obligations under this Agreement.
7. Each party acknowledges that damages may not be a sufficient remedy for any breach of this Agreement and each party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the other party, in addition to any other remedies available at law or in equity.
8. Each party acknowledges that neither party's representatives has made nor makes any representation or warranty as to the accuracy or completeness of the Confidential Information of the Disclosing Party. Each party agrees to make its own assessment of the Confidential Information of the Disclosing Party and satisfy itself as to the accuracy and completeness of that Confidential Information.
9. Nothing contained in this Agreement may be construed as granting or conferring on a Recipient any proprietary rights, licences or other rights in any Confidential Information of the Disclosing Party.
10. Neither party will be obliged to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiation with any other party as a result of any obligation or the provision of any Confidential Information under this Agreement.
11. This Agreement constitutes the entire agreement between the parties concerning its subject matter, and supersedes any prior or contemporaneous oral or written representations concerning its subject matter. No agent, employee or representative of either party has any authority to bind such party to any affirmation, representation or warranty not specifically included in this Agreement.
12. This Agreement and the transactions contemplated by this Agreement are governed by the law in force in the state of Tasmania. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the state of Tasmania and courts of appeal from them for determining any dispute concerning this Agreement or the transactions contemplated by this Agreement. Each party waives any right it has to object to an action being brought in those courts including, but not limited to claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

12.1 * for CHINA AGREEMENT INSERT IN CLAUSE 12.

This Agreement and the transactions contemplated by this Agreement are governed by the law in force in the Peoples Republic of China (PRC)..Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the PRC and Beijing courts of resolution from them for determining any dispute concerning this Agreement or the transactions contemplated by this Agreement. Each party waives any right it has to object to an action being brought in those courts including, but not limited to claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

SIGNED by

for and on behalf of YOUR COMPANY

SIGNED by Mr. Steve Martin.....
for and on behalf of TDR

Witnessed by Mr. Robbie James Burns.....
Signed
Name & address

Robbie James Burns
2201/1/555 Xizang Rd S, Shanghai 200031