

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Confidential Disclosure Agreement, effective _____ is between Fintronic USA Inc. (the Disclosing Party), located at 1119 Chess Drive, Foster City, CA 94404 and _____, the requester of the license (the Receiving Party). The parties hereby agree as follows:

In its sole discretion, the Disclosing Party will provide to the Receiving Party certain confidential and proprietary information for the limited purpose of allowing the Receiving Party to evaluate its interest in Fintronic's software or any other software downloaded from Fintronic's WEB or ftp sites, in accordance with the following terms and conditions:

1. Definition

For purposes of this Agreement, "Confidential Information" shall mean the information received by the Receiving Party from the Disclosing Party which is marked as "Confidential" and/or "Proprietary" or which would logically be considered "Confidential" and/or "Proprietary" in view of its relationship to the whole disclosure.

2. Protection and Purpose

All "Confidential Information" shall be maintained in confidence by the Receiving Party, and shall not be disclosed to any third party and shall be protected with the same degree of care as the Receiving Party normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care. The Receiving Party shall use any "Confidential Information" received from the Disclosing Party only for evaluation purposes and not for actual design, nor for any kind of reverse engineering activity.

3. Restrictions

The restrictions herein provided shall not apply with respect to "Confidential Information" which:

- A. is known by the Receiving Party at the time of receipt; or
- B. is or becomes a part of the public domain without breach of this Agreement by the Receiving Party; or
- C. is legitimately obtained by the Receiving Party without a commitment of confidentiality from a third party; or
- D. is disclosed by the Disclosing Party to a third party without a commitment of confidentiality by the third party; or
- E. is independently developed by the Receiving Party; or
- F. is disclosed pursuant to judicial action or government regulations, provided the

Receiving Party notifies the Disclosing Party prior to such disclosure and cooperates with the Disclosing Party so that an adequate opportunity is given to respond to such order.

4. Rights and Licenses

This Agreement and the furnishing of "Confidential Information" as provided herein shall not be construed as establishing, either expressly or by implication, any grant of rights or licenses to the Receiving Party or any relationship between the parties.

5. Ownership

All tangible information, including documentations, specifications and other information submitted hereunder by the Disclosing Party to the Receiving Party, shall remain the property of the Disclosing Party. If either party elects not to pursue any further business undertaking, the Receiving Party shall promptly return to the Disclosing Party all tangible information, and all copies thereof, related to "Confidential Information".

6. Miscellaneous

Recipient agrees that no Confidential Information, or any part of it, will be exported or re-exported by Recipient to any country in violation of the export laws and regulations of the United States government. If any portion of this Agreement is determined to be invalid or unenforceable, the remainder will be in effect. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any modifications to this Agreement must be made in writing and must be signed by both parties.

7. Termination

This Agreement is to be construed in accordance with the laws of state of California in the United States of America and shall terminate five (5) years from the effective date of this Agreement.

I agree with the above terms and conditions.

Date _____

Name _____

Signature _____