**MUTUAL NONDISCLOSURE AGREEMENT**

This Mutual Nondisclosure Agreement, effective as of 2005, is being entered into between and [insert correct company name and address](“Company") relative to Confidiential Information supplied to Citect Pty. Ltd's China operations “Citect") for the

Contract No: Contract 003 for Software Supply and Services effective October 15, 2003.

1, The Company and ESI each agree not to divulge to third parties, without the prior written consent of the other, any confidential information obtained from or through the other in connection with the performance of this Agreement (the “Confidential Information". including the terms of this Agreement. Confidential Information may include, without limitation, trade secrets, processes, formulae, source code materials, specifications, programs, software packages, test results, technical know-how, methods and procedures of operation, business or marketing plans, customer lists, proposals, and licensed documentation. The Company and ESI hereby confirm that they will not use any confidential Information of the other party, except in furtherance of the purpose(s) set forth hereinabove, and agree that each will also take all reasonable steps to prevent its employees and consultants from using or disclosing any of the other party's Confidential Information except as required for the performance of their duties hereunder. ESI and the Company will mark all Confidential Information with the word "Confidential" and will instruct their employees to identify as confidential any such information which is not in written form. Any information disclosed orally shall be followed by a written confirmation there of, specifying the date and subject of the disclosure, within thirty (30) days.

2. Information shall not be considered confidential if it:

a. is contained in a printed publication prior to the date of this Agreement; or

b. is or becomes publicly known through no wrongful act or failure to act on the part of the receiving party; or

C. is rightfully known by the receiving party without any proprietary restrictions at the time of receipt of such information from the disclosing party or becomes rightfully known to the receiving party without proprietary restrictions from a source other than a party to this Agreement; or

d. is required by law to be disclosed by the receiving party; provided that the receiving party promptly notifies the other party and takes reasonable steps to limit such disclosure permissible under law; or

e. is independently developed by any employee or agent of the receiving party who has not had access to or been informed of the information in question.

3. Information disclosed under this Agreement shall not be deemed to be within the foregoing exceptions merely because such information is embrace more general information in the public domain or in the receiving party's possession. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the receiving party's possession, but only if the combination itself and its principle of operation are in the public domain or in the receiving party's possession.

4．Unless or the Company requests otherwise, each party may destroy the other party's Confidential Information in its possession after it is no longer required by the parties in furtherance of the purposes set forth hereinabove. Upon the request of either party, each party will deliver to the other party and erase from the memory its computer and computer storage devices, or render non readable all remaining materials belonging to the other party and any copies or abstracts thereof, whether or not of a confidential nature.

5. Neither the execution of this Agreement nor the furnishing of Confidential Information by either party shall be construed as granting to the receiving party either expressly, by implication, estoppel, or otherwise, any license or right to make any use of any such Confidential Information, except as otherwise provided herein, and the receiving party agrees that neither it nor any of its subsidiaries, affiliates, officers, directors, employees, agents or representatives will make use thereof without the specific and express written consent of the disclosing party prior to such use. Furthermore, the receiving party agrees that Confidential Information disclosed hereunder is the sole property of the disclosing party and that the receiving party has no proprietary interest therein whatsoever.

6. Except as otherwise agreed in writing by the parties and subject to the confidentiality restrictions contained herein, the parties agree that either party may meet, exchange information, enter into agreements, and conduct business relationships of any kind with third parties to the exclusion of the other party hereto relating to projects which are the same or similar to those described above.

Subject to the terms and conditions of this Agreement and except as otherwise agreed to in writin by the parties, discussion and/or communications between the parties hereto will not impair the right of either party to develop, make, use, procure, and/or market products or services now or in the future that may be competitive with those offered by the other, nor to develop and provide products to competitors of the other party, nor require either party to disclose any planning or other information to the other. Neither party has made any commitment hereunder to the other regarding the consummation of any proposed business relationship and each party will bear its own costs and expenses in connection with this Agreement whether or not such a relationship is consummated.

7. The parties agree that any and all Confidential Information shall be exported outside the United States only in compliance with all applicable United States export control laws. The receiving party will not directly or indirectly use or re-export disclosed Confidential Information in any manner contrary to U.S. export laws and regulations, including but not limited to use in nuclear, chemical/biological warfare and/or missile activities. The receiving party also agrees that it will not, without first procuring a BXA license or License Exception, (a) re-export or release any disclosed Confidential Information to a national of a country in Country code D:1 or E:2; nor

(b) export to Country Groups D:1 0r E:2 the direct product of the disclosed Confidential Information, if such foreign produced product is subject to national security controls as identified on the commerce Control List (See General Prohibition Three Sec.736.2(b)(3) of the Export Administration Regulations). The obligations of this section 7 shall survive any expiration or termination of this Agreement.

8. The nondisclosure obligations of both parties under this Agreement shall terminate on the earlier of five (5) years from the date of disclosure or when the information is no longer confidential.

9. This Agreement shall be construed according to the laws of the State of Texas. The state and federal courts in the State of Texas shall have jurisdiction over any suit or proceeding brought in connection with this Agreement.

10. This Agreement sets forth the entire agreement and understanding between the Parties as to confidentiality and non-disclosure of Confidential Information and supersedes, cancels, and merges all agreements, negotiations, commitments, writings, and discussions between them as to the subject matter prior to the date of this Agreement. No chance, modification, alteration or addition to any provision hereof shall be binding unless in writing and signed by an authorized representative of both Parties.

[SIGNATURE PAGE FOLLOWS]

PARTY A：

Legal/Authorized Representative:

Name:

PARTY B:

Legal/Authorized Representative:

Name: