

COMPANY A NON-DISCLOSURE /NON-COMPETE AGREEMENT

This agreement is made as of the ____ (day) of ____ (month), _____ (year), by and between:

Company A, located in _____, and

AETIKS MANUFACTURING LIMITED, located in Unit 2209, 22/F, Wu Chung House, 213 Queen's Road East, Wanchai, Hong Kong.

This agreement shall govern the conditions of disclosure by **Company A**, known as "**inventor**" to AETIKS Manufacturing Limited of "Confidential Information" including but not limited to prototypes, drawings, data, trade secrets and intellectual property relating to the "Patent Pending" invention named _____ invented by **Company A**.

With regard to the Confidential Information, AETIKS Manufacturing Limited hereby agrees:

1. Not to use the information therein except for evaluating its interest in entering a business relationship with **Company A**, based on the invention.
2. To safeguard the information against disclosure to others with the same degree of care as exercised with its own information of a similar nature.
3. Not to disclose the information to others, without the express written permission of Company A, except that:
 - a. which AETIKS Manufacturing Limited can demonstrate by written records was previously known;
 - b. which are now, or become in the future, public knowledge other than through acts or omissions of AETIKS Manufacturing Limited;
 - c. which are lawfully obtained by AETIKS Manufacturing Limited from sources independent of Company A;
4. That AETIKS Manufacturing Limited shall not directly or indirectly acquire any interest in, or design, create, manufacture, sell or otherwise deal with any item or product, containing, based upon or derived from the information, except as may be expressly agreed to in writing by Company A.
5. That the secrecy obligations of AETIKS Manufacturing Limited with respect to the information shall continue for a period ending 3 years from the date hereof.
6. All described data delivered by Company A to AETIKS Manufacturing Limited pursuant to this Agreement shall be and remain the property of Company A and all such descriptive data, and any copies thereof, shall be promptly returned to Company A upon written request.

NON-DISCLOSURE / NON-COMPETE AGREEMENT continued

Company A will be entitled to obtain an injunction to prevent threatened or continued violation of this Agreement, but failure to enforce this Agreement will not be deemed a waiver of this Agreement.

IN WITNESS WHEREOF the Parties have hereunto executed this Agreement as of the day and year first above written.

Company A

Title _____

Date _____

AETIKS Manufacturing Limited

Title _____

Date _____