

NONDISCLOSURE AGREEMENT

THIS AGREEMENT is entered into effective as of 21 September, 2016 between **AINFO Limited**. (AINFO) with office located at **Floor#2, Building#3, #5, Gaopeng East Road, Chengdu, Sichuan Province, P.R. of China, Post Code: 610041** and Company (“Company”).

1. A-INFO and Company intend to disclose to each other information, which may include confidential information, for the purpose(s) of: _____

“Confidential Information” means any information or data disclosed by a party (the “Disclosing Party”) to the other party (the “Recipient”) under or in contemplation of this Agreement which (a) if in tangible form or other media that can be converted to readable form is clearly marked as proprietary, confidential or private when disclosed, or (b) if oral or visual, is identified as proprietary, confidential, or private on disclosure.

2. The terms “Disclosing Party” and “Recipient” include each party’s corporate affiliates that disclose or receive Confidential Information. The rights and obligations of the parties hereto shall therefore also inure to such affiliates and may be directly enforced by or against such affiliates.
3. The Recipient acknowledges the economic value of the Disclosing Party’s Confidential Information. The Recipient shall:
- (a) use the Confidential Information only for the purpose(s) set forth above;
 - (b) restrict disclosure of the Confidential Information to employees of the Recipient and its affiliates with a “need to know” and not disclose it to any other person or entity without the prior written consent of the Disclosing Party;
 - (c) advise those employees provided Confidential Information of their obligations with respect thereto; and
 - (d) copy the Confidential Information only as necessary for those employees who are entitled to receive it, and ensure that all confidentiality notices are reproduced in full on such copies.

For the purposes of the Agreement only “employees” includes individual third parties retained for temporary administrative, clerical or programming support. A “need to know” means that the employee requires the Confidential Information to perform his or her responsibilities in connection with the Project.

4. The obligations of Paragraph 3 shall not apply to any Confidential Information which the Recipient can demonstrate:
- (a) is or becomes available to the public through no breach of this Agreement;
 - (b) was previously known by the Recipient without any obligation to hold it in confidence;
 - (c) is received from a third party free to disclose such information without restriction;
 - (d) is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party;
 - (e) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization;
 - (f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure only if the Recipient first notifies the Disclosing Party of the requirement for disclosure and permits the Disclosing Party to seek an appropriate protective requirement.
5. If the Disclosing Party inadvertently fails to mark as proprietary, confidential or private information for which it desires confidential treatment, it shall so inform the Recipient. The Recipient thereupon shall return the unmarked information to the Disclosing Party and the Disclosing Party shall substitute properly marked information. In addition, if the Disclosing Party, at the time of disclosure, inadvertently fails to identify as proprietary, confidential or private oral or visual information for which it desires confidential treatment, it shall so inform the Recipient. The Recipient’s obligations under Paragraph 3 in connection with information encompassed by this paragraph shall commence upon written notice from the Disclosing Party of the failure to properly mark or identify the information.

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6. Confidential Information, including permitted copies, shall be deemed the property of the Disclosing Party. The Recipient shall, within twenty (20) days of a written request by the Disclosing Party, return all Confidential Information (or any designated portion thereof), including all copies thereof, to the Disclosing Party or, if so directed by the Disclosing Party, destroy such Confidential Information. The Recipient shall also, within ten (10) days of a written request by the Disclosing Party, certify in writing that it has satisfied its obligations under this paragraph.
7. The parties agree that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
8. Neither this Agreement nor any discussions or disclosures hereunder shall (a) be deemed a commitment to any business relationship, contract or future dealing with the other party, or (b) prevent either party from conducting similar discussions or performing similar work to that hereunder, so long a such discussions or performing work does not violate this Agreement.
9. This Agreement shall be effective as of the date first written above and shall continue until terminated by either party upon thirty (30) days prior written notice. All obligations undertaken respecting Confidential Information disclosed hereunder shall survive termination of this Agreement.
10. This Agreement may not be assigned by either party without the prior written consent of the other. No permitted assignment shall relieve the Recipient of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment. Any assignment in violation of this Paragraph shall be void. This Agreement shall be binding upon the parties' respective successors and assigns.
11. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.
12. Each party warrants that it has the authority to enter into this Agreement for itself and its corporate affiliates.
13. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties. This Agreement shall be governed in all respects by the domestic laws of the Province of Alberta in Canada and that of the People's Republic of China.

AINFO Limited .

Signature

Signature

Printed Name, Title

Printed Name, Title

Date

Date