FINANCIAL
LICENSING ADVISORS

CONFIDENTIALITY AGREEMENT

This confidentiality agreement ("Confidentiality Agreement") dated as of latest date of signature found at the signature block ("Execution Date") is entered into by and between International Licensing Corporation Limited, a Mergers and Acquisition Specialist located in Hong Kong hereinafter ("FINANCIAL LICENSING ADVISORS") and
("Participant" or "Recipient"), each of which may be referred to herein separately as a "Party" or together as the "Parties".

Whereas, the Parties have furnished and are furnishing certain Confidential Information, as defined below, to each other in the interest of developing one or several transactions for the purchase, sale or any other operation related with Financial Licensing Advisors's or its Clients.

Whereas, being that Financial Licensing Advisors will provide the Participant information concerning third parties and subsequent reserved or confidential information it is required that all parties enter into this Confidentiality Agreement and provide for the procedure to exchange and protect Confidential Information, as defined below, pursuant to this Confidentiality Agreement;

NOW, THEREFORE, in consideration of Financial Licensing Advisors's disclosure to Recipient of Confidential Information and other valuable consideration, the Parties agree as follows:

1. Definition of Confidential Information

The term "Confidential Information" shall mean all information that Financial Licensing Advisors will provide or has furnished or is furnishing to the other Party hereinafter jointly ("Recipient") or ("Participant"), which does not required to be marked as "Confidential" (or promptly identified in writing as such when furnished by Financial Licensing Advisors in intangible form), in connection with or pertaining to the purchase or sell of any interest in any of the Financial Licensing Advisors's Clients or the entities being sold or any other licensing needs or services provided by Financial Licensing Advisors that the Participant may have in which confidential information is to be exchanged, whether furnished before or after the Execution Date of this Confidentiality Agreement, whether intangible or tangible, and in whatever form or medium provided, and regardless of whether owned by Finan

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cial Licensing Advisors, as well as all information generated by Recipient or its Representatives, as defined below, that contains, reflects, or is derived from such furnished information. "Confidential Information" shall also include information regarding the Parties' bidding and negotiation process, including the status of such process, and potential commercial relationship concerning the Solicitation or any Agreements or offers thereunder.

2. Disclosure to Representatives

Recipient agrees that it will maintain the Confidential Information in strict confidence and that the Confidential Information shall not, without Financial Licensing Advisors's prior written consent, be disclosed by Recipient or by its affiliates, or their respective officers, directors, partners, employees, agents, or representatives (collectively, "Representatives") in any manner whatsoever, in whole or in part, and shall not be used by Recipient or by its Representatives other than in connection with the Solicitation and the evaluation or negotiation of any Purchase, takeover or any other related operation as applicable. Moreover, Recipient agrees to transmit the Confidential Information only to such of its Representatives who need to know the Confidential Information for the sole purpose of assisting Recipient with such permitted uses, as applicable; provided that, Recipient shall inform Representatives of this Confidentiality Agreement and secure their agreement to abide in all material respects by its terms. In any event, Recipient shall be fully liable for any breach of this Confidentiality Agreement by its Representatives, suppliers, clients, providers, agents or any other related or unrelated party as though committed by Recipient itself.

3. Nondisclosure

Recipient further agrees that it:

(a) shall not disclose any Confidential Information provided to it by Financial Licensing Advisors to any third party for any purpose, except as provided in Section 5 below (or Section 2 above if a Representative is a third party);

(b) shall not distribute all or any portion of Confidential Information to any Representative for any purpose other than as permitted by Section 2 above; and

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(c) shall destroy or return all such Confidential Information upon Financial Licensing Advisors's request; provided that, each Party shall have the right to retain one copy of Confidential Information for regulatory compliance or legal purposes, and neither Party shall be obligated to purge extra copies of Confidential Information from electronic media used solely for disaster recovery backup purposes.

4. Exclusions to Confidential Information

For purposes of this Confidentiality Agreement, Confidential Information does not include information that:

(a) is in the public domain at the time of the disclosure by Financial Licensing Advisors

(b) Recipient can demonstrate was at the time of disclosure by Financial Licensing Advisors already in Recipient's possession and was not acquired, directly or indirectly, from Financial Licensing Advisors on a confidential basis;

(c) is disclosed with the prior written consent of Financial Licensing Advisors.

5. Required and Permitted Disclosure

Recipient agrees not to introduce (in whole or in part) into evidence or otherwise voluntarily disclose in any administrative or judicial proceeding, any Confidential Information, except as required by law or as Recipient may be required to disclose to duly authorized governmental or regulatory agencies ("Required Disclosure"). In the event that Recipient or any of its Representatives becomes subject to a Required Disclosure, Recipient agrees:

(a) to use commercially reasonable efforts to notify Financial Licensing Advisors promptly of the existence, terms, and circumstances surrounding such request;

(b) to consult with Financial Licensing Advisors on the advisability of taking legally available steps to resist or narrow such request; and

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(c) if disclosure of such Confidential Information is required to prevent Recipient from being held in contempt or subject to other legal detriment, to furnish only such portion of the Confidential Information as it is legally compelled to disclose and to exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information.

6. No License Rights

This Confidentiality Agreement and any Confidential Information used or disclosed hereunder shall not be construed as granting, expressly or by implication, Recipient any rights by license or otherwise to such Confidential Information or to any invention, patent or patent application, or other intellectual property right, now or hereafter owned or controlled by Financial Licensing Advisors.

7. Publicity

Subject to Sections 4 and 5, neither Party will disclose any information or make any news release, advertisement, public communication, response to media inquiry or other public statement regarding this Confidentiality Agreement and the Confidential Information disclosed hereunder (including without limitation the potential commercial relationship between the Parties, the inclusion of an offer on Financial Licensing Advisors's shortlist of offers, or the status of negotiations) or the performance hereunder or with respect to an offer, without the prior written consent of the other Party.

8. No Future Contracts

Entry into this Confidentiality Agreement and the disclosure of Confidential Information hereunder shall not constitute an offer or acceptance or promise of any future contract or amendment of any existing contract.

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9. No Representation or Warranties

Any Confidential Information exchanged under this Confidentiality Agreement shall carry no warranties or representations of any kind, either expressed or implied, unless specifically expressed per the terms of the Protocol. Recipient shall not rely on the Confidential Information for any purpose other than to make its own evaluation thereof or as provided in the Protocol.

10. Injunctive Relief

Recipient acknowledges and agrees that, in the event of any breach of this Confidentiality Agreement, Financial Licensing Advisors may be irreparably and immediately harmed and monetary damages may not be adequate to make Financial Licensing Advisors whole. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled in law or equity and, Financial Licensing Advisors shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to cease breaches or prevent threatened breaches of this Confidentiality Agreement and/or to compel specific performance of this Confidentiality Agreement, and that neither Recipient nor its Representatives will oppose the granting of such equitable relief if a court finds a breach or threatened breach. Each Party expressly agrees that in the event of a breach the recipient shall bear all costs and expenses, including attorneys' fees and costs, that it may incur in enforcing the provisions of this Confidentiality Agreement.

11. Term and Provisions Surviving Termination

This term of this Confidentiality Agreement shall be (7) Seven years from the Execution Date; provided however, that either Party may earlier terminate this Confidentiality Agreement by giving the other Party thirty (30) days prior written notice of its intention to terminate this Confidentiality Agreement. Any such expiration or termination shall not abrogate either Party's obligations hereunder with respect to Confidential Information received prior to such expiration or termination nor those terms herein relating to the interpretation or enforcement of this Confidentiality Agreement relating to said obligations. Such obligations and terms shall survive for a period of seven (7) years from said expiration or termination.

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12. No Waiver

Any waiver of any provision of this Confidentiality Agreement, or a waiver of a breach hereof, must be in writing and signed by both Parties to be effective. Any waiver of a breach of this Confidentiality Agreement, whether express or implied, shall not constitute a waiver of a subsequent breach hereof.

13. Binding Nature and Amendment

This Confidentiality Agreement contains the entire understanding between the Parties with respect to Confidential Information received hereunder. No change or modification shall be made effective unless in writing and signed by an authorized representative of each Party. Any conflict between the language on any specified legend or stamp on any Confidential Information received hereunder, or any provision of the Protocol, any agreement relating to Confidential Information provided during the term of this Agreement, on the one hand, and this Confidentiality Agreement, on the other hand, shall be resolved in favor of the language of this Confidentiality Agreement. This Confidentiality Agreement may not be amended or modified except by a written agreement executed by both Parties.

14. Governing Law and Jurisdiction

THIS CONFIDENTIALITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF HONG KONG. THE PARTIES AGREE THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED IN ANY WAY TO THIS CONFIDENTIALITY AGREEMENT SHALL BE BROUGHT SOLELY IN A COURT OF COMPETENT JURISDICTION. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE JURISDICTION OF ANY SUCH COURT AND HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING IN ANY SUCH COURT, ANY OBJECTION TO VENUE WITH RESPECT TO ANY SUCH ACTION OR PROCEEDING AND ANY RIGHT OF JURISDICTION ON ACCOUNT OF THE PLACE OF RESIDENCE OR DOMICILE OF ANY PARTY THERETO. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATED TO THIS CONFIDENTIALITY AGREEMENT.

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15. Severability

If any provision hereof is unenforceable or invalid, it shall be given effect to the extent it may be enforceable or valid, and such unenforceability or invalidity shall not affect the enforceability or validity of any other provision of this Confidentiality Agreement.

16. Counterparts

This Confidentiality Agreement may be signed in counterparts, each of which shall be deemed an original. This Confidentiality Agreement may be executed and delivered by facsimile or email and the Parties agree that such facsimile or email execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile or email signatures as evidence of the execution and delivery of this Confidentiality Agreement by the Parties to the same extent that an original signature could be used.

17. Notice

Any notice given hereunder by either Party shall be made in writing and shall be effective once delivered, in any of the following manners: by facsimile or email as indicated by a log showing complete transmission thereof along with a confirmatory copy sent via FedEx or DHL or certified mail, return receipt requested, as evidenced by a signed delivery receipt; or overnight delivery by a nationally recognized overnight delivery service, as verified by a delivery receipt or signature, addressed as follows:

To Participant: _____

_____@_____

_____

_____

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To **FINANCIAL LICENSING ADVISORS:**
legal@bankinglicensing.com
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Either Party may periodically change any address to which notice is to be given it by providing written notice of such change to the other Party.

IN WITNESS WHEREOF, each Party has caused this Confidentiality Agreement to be duly executed and delivered by its proper and duly authorized agent as of the date set forth below.

INTERNATIONAL LICENSING CORPORATION LIMITED

DBA FINANCIAL LICENSING ADVISORS	**[PARTICIPANT NAME]**
Signature	*Signature*
Print Name	*Print Name*
Title	*Title*
Date	*Date*

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