

Mutual Confidentiality Agreement

This Mutual Confidentiality Agreement is entered into and effective as of the 1st day of September, 2008, by and between Blockshopper, Inc., a Blockshopper Inc a Cook County, Illinois corporation ("Blockshopper") and NibiruTech, a IT services corporation ("Company"), with principal offices at Chengdu, China. Blockshopper and Company are sometimes referred to herein as the "Parties".

The Parties may be disclosing to each other confidential and proprietary information of a technical or commercial nature in the furtherance of the relationship of the Parties ("Purpose") and neither party would make such disclosures without the agreement of the other party to maintain the confidentiality of the information in accordance with the terms of this Agreement. The Parties agree that the following terms shall apply when each party discloses Information ("Discloser") to the other party ("Recipient"):

1. **Disclosure of Information.** Information consists of any written, audible, visual, or oral information or physical items disclosed by the Discloser consisting of the information identified below, and designated orally or marked in writing with a restrictive legend as 'Confidential' or 'Proprietary' or the like, as well as any other information that the reasonable person would know to be confidential ("Information"). Oral disclosures of Information shall be first identified orally as confidential prior to disclosure and then followed up by a written notice to the Recipient within 30 days of disclosure, identifying the Information disclosed.

2. **Non-Disclosure.** The Recipient agrees to maintain all Information of the Discloser in confidence to the same extent that it protects its own similar Information (and in no event using less than a reasonable degree of care) and to use such Information only in furtherance of the Purpose of this Agreement. The Parties shall take all reasonable precautions to prevent any unauthorized disclosure or use of the Information. The Recipient may only disclose Information to: (i) its employees or contractors who have a need to know such Information, who are aware that the Information is confidential and proprietary of the Discloser, and who have entered into non-disclosure agreement with Recipient with restrictions similar to those set forth in this Agreement; and (ii) any other party with the Discloser's prior written consent. Except for information identified in writing prior to disclosure as 'trade secret' to which the foregoing restrictions on disclosure and use shall survive until such time as the Information is no longer trade secret of the Discloser, the obligations shall survive for three (3) years following termination of this Agreement but shall not apply with respect to any Information which (i) was or becomes publicly known through no fault of the Receiver; (ii) was rightfully known or becomes rightfully known to the Receiver without confidential or proprietary restriction from a source other than the Discloser; (iii) is independently developed by the Receiver; (iv) is approved by the Discloser for disclosure without restriction in a written document which is signed by a duly authorized officer of the Discloser; and (v) the Receiver is legally compelled to disclose; provided that the Receiver has given the Discloser reasonable notice and opportunity to contest such compulsion to disclose. Notwithstanding anything to the contrary herein, the Parties shall be free to use, develop, and employ their general skills, know-how, and expertise, and to use,

disclose, and employ any generalized know-how, or skills gained or learned during the course of this Agreement, through such information retained solely in the unaided memory of the party receiving the Confidential Information. The foregoing shall not be deemed to grant to either party a license to the other party's copyrights or patents.

3. **Disclaimers.** ALL INFORMATION PROVIDED BY THE DISCLOSER IS PROVIDED "AS IS" AND THE RECIPIENT ACCEPTS SUCH INFORMATION AS "PARTS OF" INFORMATION. THE DISCLOSER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Furthermore, the Parties agree that nothing contained in this Agreement or any discussions or a Disclosure Supplement, or the disclosure of Information will impair the rights of either party to make, procure, market, and/or sell any products or services which may be competitive with those offered by the other party. Neither this Agreement nor any disclosure of Information shall grant the other party any right or license under any intellectual property right, and as between the Parties, all Information will remain the property of the Discloser or its superior licensors.

4. **Irreparable Harm.** A violation of this Agreement by either party would cause irreparable harm to the other party for which no adequate remedy at law exists, and each party agrees that, in addition to any other remedies available, the aggrieved party shall be entitled to injunctive relief to enforce the terms of this Agreement. The cost or procuring the injunction, including reasonable attorney fees incurred, shall be paid or reimbursed by the party enjoined.

5. **General.** Upon written demand or the termination of this Agreement, whichever occurs first, the Parties shall promptly return to each other all Information disclosed in tangible form with a letter signed by an officer of the Recipient confirming that all copies, notes, abstracts and the like of the Information has been returned or destroyed. Neither party may assign this agreement, by operation of law or otherwise, without the express prior written consent of the other party; any attempt to do so shall be void and automatically terminate this Agreement. Either party may terminate this Agreement by prior written notice to the other party; effective 15 days from date of the notice, and all obligations pertaining to the Information shall survive and apply to the party's successors and assigns. This Agreement supersedes all prior agreements and understandings, oral or written, relating to the subject matter. The laws of the State of Illinois, excluding its conflicts of law rules shall govern this Agreement.

Disclosure Period: September 1st, 2008 to March 1st, 2009 (may not exceed 12 months)

Confidential Description of Information:

Blockshopper:

Any and all information, verbal and/or written, as it pertains to clients, possible clients, systems development methodologies, Blockshopper software products, and any software configuration assets pertaining to the systems built for such clients.

COMPANY:

Any and all information, verbal and/or written, as it pertains to clients, possible clients, systems development methodologies, NibiruTech service prices, and any private information come from NibiruTech.

Prior to disclosure of additional information not identified above, the Parties shall enter into and execute a Disclosure Supplement, by means of a new and additional mutually executed copy this page 2 of the Agreement, identifying with a confidential description, the additional information to be disclosed and deemed as Information for purposes of this Agreement, and the applicable disclosure period.

Blockshopper, Inc.

Authorized Representative

By:
Title:

NibiruTech, Ltd.

Authorized Representative

By: Kevin Yang
Title: CEO