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Form 10-K/A

China Information Security Technology, Inc. - CPBY

Filed: November 18, 2009 (period: December 31, 2008)

Amendment to a previously filed 10-K

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-K/A

(Amendment No. 2)

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended: **December 31, 2008**

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

Commission File No. 001-34076

CHINA INFORMATION SECURITY TECHNOLOGY, INC.

(Name of Small Business Issuer in Its Charter)

NEVADA

98-0575209

(State or Other Jurisdiction of Incorporation or Organization)

(I.R.S. Employer Identification No.)

**21st Floor, Everbright Bank Building,
Zhuzilin, Futian District,
Shenzhen, Guangdong, 518040
People's Republic of China**

(Address of Principal Executive Offices)

(+86) 755 -8370-8333

(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

Common Stock, Par Value \$0.01

Name of Each Exchange on Which Registered:

The NASDAQ Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definition for "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer Non-Accelerated Filer Accelerated Filer Smaller Reporting Company

Indicate by check mark whether registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of the 18,671,366 shares of voting and non-voting common equity stock held by non-affiliates of the registrant was \$105,679,900 as of June 30, 2008, the last business day of registrant's most recently completed second fiscal quarter, based on the last sale price of the registrant's common stock on such date of \$ 5.66 per share, as reported by Quotemedia, Inc.

There were a total of 48,797,211 shares of the registrant's common stock outstanding as of March 13, 2009.

Documents Incorporated by Reference: None

EXPLANATORY NOTE

This Amendment No. 2 on Form 10-K/A (this "Amendment") amends the China Information Security Technology, Inc. (the "Company") Annual Report on Form 10-K for the year ended December 31, 2008, previously filed with the Securities and Exchange Commission (the "Commission") on March 16, 2009, as amended by Amendment No. 1 on Form 10-K/A filed with the Commission on August 12, 2009 (the "Original Filing"). This Amendment is being filed for the sole purpose of re-filing Exhibits 10.25, 10.27 and 10.28 of the Original Filing without redactions, to reflect comments received from the Commission. This Amendment does not reflect events occurring after the filing of the Original Filing or modify or update those disclosures, including the exhibits to the Original Filing affected by subsequent events.

In accordance with Rule 12b-15, promulgated under the Securities Exchange Act of 1934 as amended, the complete text of Item 15 is included in this Amendment, as well as new certifications by the Company's Chief Executive Officer and Chief Financial Officer in Exhibits 31.1, 31.2, 32.1 and 32.2. Other than substituting Exhibits 10.25, 10.27 and 10.28 for previously filed forms of such exhibits, no attempt has been made in this Amendment to update other disclosures presented in the Original Filing.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) The following documents are filed as part of this report:

(1) Financial Statements

The financial statements filed as part of this Form 10-K are located as set forth in the index on page F-1 of this report.

(2) Financial Statement Schedules

Not applicable.

(3) Exhibits

The following exhibits are filed as part of this report or incorporated by reference:

Exhibit No. Description

- 2.1 Agreement and Plan of Merger, dated April 2, 2008, between China Public Security Technology, Inc. and China (incorporated by reference to Exhibit 2.1 of the current report on Form 8-K filed by the Company on April 7, 2008).
- 3.1 Amended and Restated Articles of Incorporation of the Company, as filed with the Secretary of State of Nevada on February 13, 2008 (incorporated by reference to Exhibit 3.1 of the current report on Form 8-K filed by the Company on April 7, 2008).
- 3.2 Bylaws of China Information Security Technology, Inc., adopted on February 13, 2008 (incorporated by reference to Exhibit 3.2 of the current report on Form 8-K filed by the Company on April 7, 2008).
- 4.1 Form of Registration Rights Agreement, dated October 25, 2007 (incorporated by reference to Exhibit 4.1 to the current report on Form 8-K filed by the Company on October 25, 2007).
- 4.2 Common Stock Purchase Warrant issued to Roth Capital Partners, LLC, dated October 29, 2007 (incorporated by reference to Exhibit 4.2 to the current report on Form 8-K filed by the Company on October 30, 2007).
- 4.3 Common Stock Purchase Warrant issued to Brean Murray, Carret & Co., LLC, dated October 29, 2007 (incorporated by reference to Exhibit 4.3 to the current report on Form 8-K filed by the Company on October 30, 2007).
- 4.4 Registration Rights Agreement, dated January 31, 2007, among the Company and the investors signatory thereto (incorporated by reference to Exhibit 4.1 to the current report on Form 8-K filed by the Company on February 1, 2007).
- 4.5 Amendment No. 1 to Registration Rights Agreement, dated March 9, 2007, among the Company and the investors signatory thereto (incorporated by reference to Exhibit 4.1 to the current report on Form 8-K filed by the Company on March 20, 2007).
- 4.6 China Information Security Technology, Inc. 2007 Equity Incentive Plan (incorporated by reference to Exhibit 10.1 to the current report on Form 8-K filed by the Company on June 13, 2007).
- 4.7 Registration Rights Agreement, dated March 26, 2008, among the Company and the investors signatory thereto (incorporated by reference to Exhibit 4.1 to the current report on Form 8-K filed by the Company on March 28, 2008).
- 10.1 Form of Securities Purchase Agreement, dated October 25, 2007 (incorporated by reference to Exhibit 10.1 of the current report on Form 8-K filed by the Company on October 25, 2007).
- 10.2 Form of Closing Escrow Agreement, dated as of October 25, 2007 (incorporated by reference to Exhibit 10.2 of the current report on Form 8-K filed by the Company on October 25, 2007).
- 10.3 Securities Purchase Agreement, dated January 16, 2007, among the Company and the investors signatory thereto (incorporated by reference to Exhibit 10.1 of the current report on Form 8-K filed by the Company on January 17, 2007).
- 10.4 Amendment No. 1 to the Securities Purchase Agreement, dated January 31, 2007, among the Company and the investors signatory thereto (incorporated by reference to Exhibit 10.2 of the current report on Form 8-K filed by the Company on February 1, 2007).
- 10.5 Make Good Escrow Agreement, dated January 31, 2007, among the Company, Mr. Jiang Huai Lin, the investors signatory thereto, Roth Capital Partners, LLC and Securities Transfer Corporation, as escrow agent (incorporated by reference to Exhibit 10.3 of the current report on Form 8-K filed by the Company on February 1, 2007).
- 10.6 Lockup Agreement, dated January 31, 2007, among the Company and the stockholders signatory thereto (incorporated by reference to Exhibit 10.4 of the current report on Form 8-K filed by the Company on February 1, 2007).

- 10.7 Rescission; Termination and Share Exchange Agreement, dated January 31, 2007, among Shenzhen iASPEC Software Engineering Company Limited, the shareholders of iASPEC who are signatories thereto, including Jiang Huai Lin, Public Security Technology (PRC) Co., Ltd., China Information Security Holdings Limited and the Company (incorporated by reference to Exhibit 10.5 of the current report on Form 8-K filed by the Company on February 1, 2007).
- 10.8 Amended and Restated Business Turnkey Agreement, dated as of January 31, 2007, by and between Public Security Technology (PRC) Co., Ltd. and Shenzhen iASPEC Software Engineering Company Limited and the shareholders of iASPEC party thereto (incorporated by reference to Exhibit 10.6 of the current report on Form 8-K filed by the Company on February 1, 2007).
- 10.9 Management Service Agreement, dated as of August 1, 2007, among Public Security Technology (PRC) Co., Ltd., Shenzhen iASPEC Software Engineering Company Limited, Jiang Huai Lin and Jin Zhu Cai (incorporated by reference to Exhibit 10.1 of the current report on Form 8-K filed by the Company on August 6, 2007).

- 10.10 Guaranty, dated August 1, 2007, by Jiang Huai Lin and Jin Zhu Cai (incorporated by reference to Exhibit 10.2 of the current report on Form 8-K filed by the Company on August 6, 2007).
- 10.11 Purchase Option Agreement, dated August 1, 2007, among Public Security Technology (PRC) Co., Ltd., Shenzhen iASPEC Software Engineering Company Limited, Jiang Huai Lin and Jin Zhu Cai (incorporated by reference to Exhibit 10.3 of the current report on Form 8-K filed by the Company on August 6, 2007).
- 10.12 Notice of Termination, dated August 1, 2007, among Public Security Technology (PRC) Co., Ltd., Shenzhen iASPEC Software Engineering Company Limited, Jiang Huai Lin and Jin Zhu Cai (incorporated by reference to Exhibit 10.4 of the current report on Form 8-K filed by the Company on August 6, 2007).
- 10.13 Letter Agreement, dated as of September 12, 2007, among Public Security Technology (PRC) Co., Ltd., Shenzhen iASPEC Software Engineering Company Limited, Jiang Huai Lin and Jin Zhu Cai (incorporated by reference to Exhibit 10.16 of the registration statement on Form SB-2/A filed by the Company on September 14, 2007).
- 10.14 English Translation of Form of China Public Security Technology, Inc. Employment Agreement (incorporated by reference to Exhibit 10.7 of the annual report on Form 10-KSB filed by the Company on April 16, 2007).
- 10.15 English Translation of Form of China Public Security Technology, Inc. Non-Disclosure Agreement (incorporated by reference to Exhibit 10.8 of the annual report on Form 10-KSB filed by the Company on April 16, 2007).
- 10.16 Letter Agreement, dated March 29, 2007, among the Company and the investors and stockholder signatory thereto (incorporated by reference to Exhibit 10.9 of the annual report on Form 10-KSB filed by the Company on April 16, 2007).
- 10.17 Form of China Public Security Technology, Inc. Independent Director Agreement (incorporated by reference to Exhibit 10.1 of the current report on Form 8-K filed by the Company on August 16, 2007).
- 10.18 Form of China Public Security Technology, Inc. Indemnification Agreement (incorporated by reference to Exhibit 10.2 of the current report on Form 8-K filed by the Company on August 16, 2007).
- 10.19 Share Purchase Agreement, dated as of November 7, 2007, by and among China Public Security Holdings Limited, Cheer Crown International Investment Limited, the Company, and Dongwei Gao (incorporated by reference to Exhibit 10.1 of the current report on Form 8-K filed by the Company on November 9, 2007).
- 10.20 Share Purchase Agreement, dated as of December 9, 2007, by and among China Public Security Holdings Limited, Bocom Venture Inc., and the Company. (incorporated by reference to Exhibit 10.1 of the current report on Form 8-K filed by the Company on December 13, 2007).
- 10.21 Share Purchase and Increase Capital Agreement, dated as of February 16, 2008, by and among iASPEC Software Engineering Co., Ltd., Wuhan Wuda Venture Capital Co., Ltd., Wuhan Wuda Geoinformatics Co., Ltd. and Song Ai Hong (incorporated by reference to Exhibit 10.1 of the current report on Form 8-K filed by the Company on February 19, 2008).
- 10.22 Share Purchase and Increase Capital Agreement, dated as of February 16, 2008, by and among iASPEC Software Engineering Co., Ltd. and Li Wei (incorporated by reference to Exhibit 10.1 of the current report on Form 8-K filed by the Company on February 19, 2008).
- 10.23 Purchase Agreement, dated as of March 26, 2008, by and among Jiang Huai Lin, the Company and the investors signatory thereto (incorporated by reference to Exhibit 10.1 of the current report on Form 8-K filed by the Company on March 28, 2008).
- 10.24 Equity Transfer Agreement, dated August 1, 2008, by and between Jiang Huai Lin and Jin Zhu Cai (incorporated by reference to Exhibit 10.2 of the current report on Form 8-K filed by the Company on August 3, 2008).

<u>10.25*</u>	<u>Purchase Contract between iASPEC Software Co., Ltd. and Huipu Electronic (Shenzhen) Co., Ltd., dated September 15, 2008.</u>
10.26	Purchase Contract between Dell (China) Company Limited and Information Security Software Company Ltd., dated January 1, 2008 (incorporated by reference to Exhibit 10.26 of the annual report on Form 10-K/A filed by the Company on August 12, 2009).
<u>10.27*</u>	<u>General Purchase Contract between Huipu Electronics (Shenzhen) Co., Ltd. and iASPEC Software Co., Ltd., dated August 26, 2008.</u>
<u>10.28*</u>	<u>Sales Contract for Digital Court Storage System between the Shenzhen Intermediate People's Court and iASPEC Software Co., Ltd., dated April 3, 2008.</u>
10.29	Employment Agreement, dated January 25, 2007, between the Company and Jiang Huai Lin (incorporated by reference to Exhibit 10.29 of the annual report on Form 10-K/A filed by the Company on August 12, 2009).
10.30	Employment Agreement, dated November 17, 2008, between the Company and Wendy Wang (incorporated by reference to Exhibit 10.30 of the annual report on Form 10-K/A filed by the Company on August 12, 2009).
10.31	Employment Agreement, dated August 12, 2008, between the Company and Yi Fu Liu (incorporated by reference to Exhibit 10.31 of the annual report on Form 10-K/A filed by the Company on August 12, 2009).
10.32	Employment Agreement, dated August 12, 2008, between the Company and Zhi Xiong Huang (incorporated by reference to Exhibit 10.32 of the annual report on Form 10-K/A filed by the Company on August 12, 2009).
10.33	Employment Agreement, dated August 12, 2008, between the Company and Zhi Qiang Zhao (incorporated by reference to Exhibit 10.33 of the annual report on Form 10-K/A filed by the Company on August 12, 2009).
10.34	Share Purchase Agreement, dated as of September 23, 2008, by and among China Public Security Holdings Limited, Wide Peace International Investments Limited, and the Company (incorporated by reference to Exhibit 10.2 of the current report on Form 8-K filed by the Company on July 3, 2008).
14	Amended and Restated Code of Ethics, adopted on December 25, 2007 (incorporated by reference to Exhibit 14 of the annual report on Form 10-K filed by the Company on March 31, 2008).
21	List of Subsidiaries (incorporated by reference to Exhibit 21 of the annual report on Form 10-K filed by the Company on March 16, 2009).
23	Consent of GHP Horwath, P.C. (incorporated by reference to Exhibit 23 of the annual report on Form 10-K filed by the Company on March 16, 2009).
<u>31.1*</u>	<u>Certification of Principal Executive Officer filed pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
<u>31.2*</u>	<u>Certification of Principal Financial and Accounting Officer filed pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
<u>32.1*</u>	<u>Certification of Principal Executive Officer furnished pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
<u>32.2*</u>	<u>Certification of Principal Financial and Accounting Officer furnished pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>

* Filed herewith

SIGNATURES

In accordance with Section 13 or 15(d) of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

CHINA INFORMATION SECURITY TECHNOLOGY, INC.

Dated: November 18, 2009

/s/ Jiang Huai Lin
Jiang Huai Lin
Chairman and Chief Executive Officer
(Principal Executive Officer)

Dated: November 18, 2009

/s/ Jackie You Kazmerzak
Jackie You Kazmerzak
Chief Financial Officer
(Principal Financial and Accounting Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities indicated on November 18, 2009.

<u>SIGNATURE</u>	<u>CAPACITY</u>	<u>DATE</u>
<u>/s/ Jiang Huai Lin</u> Jiang Huai Lin	President, Chief Executive Officer and Chairman of the Board (Principal Executive Officer)	November 18, 2009
<u>/s/ Jackie You Kazmerzak</u> Jackie You Kazmerzak	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	November 18, 2009
<u>s/ Zhiqiang Zhao</u> Zhiqiang Zhao	Director and Chief Administrative Officer	November 18, 2009
<u>s/ Qiang Lin</u> Qiang Lin	Director	November 18, 2009
<u>s/ Remington Hu</u> Remington Hu	Director	November 18, 2009
<u>s/ Yun Sen Huang</u> Yun Sen Huang	Director	November 18, 2009



Purchase Contract

Buyer: iASPEC Software Co., Ltd.

Add: Unit D, 4/F., Block2, Tian'an Cyber Park, Futian District, Shenzhen City

Contact: Tongjuan Wu

Tel: 86-755-83306899-8091

Seller: HuiPu Electronic (Shenzhen) Co., Ltd.

Add: Block R2-A2, South District, High-tech Park, Nanshan District, Shenzhen City

Contact: Zhiduan

Tel: 86-755-26984810

Fax: 86-755-26984810

Signed at: Shenzhen

Contact No. A200810026

Through friendly negotiation between two parties, the Buyer and the Seller have reached agreement, that the Buyer will buy from the Seller the following items.

Item	Specification	Quantity (pcs)	Unit Price	Sub-total
Two-in-one power supply board	19" power supply board	15,280	80	1,222,400
Frame	LWM950	6,200	30	186,000
Frame	LWM950	10,600	30	318,000
Connecting rod	LWM950	18,500	30	555,000
Connecting rod cap	LWM950	20,100	30	603,000
Anti-counterfeit labels	LWM950	7,500	0.5	3,750
Signal board	LWM950	7,800	50	390,000
Carton handle	LWM950	20,000	1	20,000
Hinge Module	LWM950	7,800	60	468,000
Functional key-press	LWM950	50,000	60	3,000,000
Key-press	LWM950	7,084	30	212,520
Base	LWM950	19,800	30	594,000
End cap	LWM950	20,200	30	606,000
Bracket	LWM950	98,000	50	4,900,000
Total				13,078,670.00

1. Delivery: Delivery to the Buyer's designated location by Oct 30, 2008.
2. Obligations: The Seller shall deliver the goods in accordance with the names, types, quantities and unit price designated by the Buyer on or before the required delivery date. Should there be goods returns, claims, and etc caused by quality issues, the Seller shall compensate for it, and shall be responsible for all freight charge.

3. Terms of Payment: Payment per delivery, plus 17% VAT, pay by wire or acceptance.
4. The goods should be delivered pursuant to the location and time designated by the Buyer. In the event that the Seller fails to deliver the goods on time (except for the late delivery caused by Force Majeure), the Buyer shall have the right to refuse to accept the goods, and any costs arising therefrom shall be borne by the Seller. In the event that the Buyer delays on payment, it shall pay to the Seller penalty at 0.01% of the total contract value each day.
5. Acceptance in accordance with the quality standards both parties agreed.
6. Packaging: Standard ex-factory packing.
7. The terms and conditions of this contract are made and agreed by both parties, and shall be governed by the Contract Law of PRC.
8. Any and all disputes arising from execution of this contract or in connection with the contract shall be first settled through friendly consultation, and in case that the negotiation fails to reach an agreement, each party reserves the right for legal proceedings to local court that has the jurisdiction over the matter.
9. This contract is executed in duplicate, and becomes effective upon both parties' executions. Each of which shall be deemed equally authentic.

Buyer: iASPEC Software Co., Ltd.

Signature: /s/ Tongjuan Wu
Tongjuan Wu

Date: Sep 15, 2008

Seller: Hui Pu Electronic (Shenzhen) Co., Ltd.

Signature: /s/ Zhiduan Lu
Zhiduan Lu

Date: Sep 15, 2008

HUIPU ELECTRONICS (SHENZHEN) CO., LTD
Add: Block R2-A2, South District, High-tech Park,
Nanshan District, Shenzhen City
Tel: 0755-26984710 Fax: 0755-2698740
Web: www.huipu.com.cn

HUIPU ELECTRONICS (SHENZHEN) CO., LTD**General Purchase Contract**

Buyer: Huipu Electronics (Shenzhen) Co., Ltd.
Seller: iASPEC Software Co., Ltd.

Contract No. HPC200826002
Date: August 26, 2008

NO.	Items	Descriptions	Quantity	Unit Price	Sub-Total (RMB)
1	19W Widescreen	LCD/No DV1/No Speaker/All black	58,800.00	795.00	46,746,000.00
2	15"LCDTV	HITACH	1,243.00	664.00	825,352.00
3	26"LCDTV	All WeiguanInventory	2,000.00	1,718.00	3,436,000.00
4	40"LCDTV	All WeiguanInventory	2,000.00	3,020.00	6,040,000.00
Total					57,047,352.00

Remarks:

1. Delivery date: Sep 1-Sep 30, 2008 (Specific delivery date to be notified). 2. Quality standards: Standard ex-factory inspection as agreed by both parties. 3. Trade terms: FOB ShenZhen.
4. Payment terms: L/C at sight.
5. Inspection and Demurs: Within three days from the goods delivered to the Buyer' factory.
6. Spare parts: None.
7. Packing: PE Bag

8. Enforcibility and Dispute Settlement: Facsimile of the Contract upon execution by both parties shall be deemed equally authentic. The Contract is governed by PRC Law. All disputes in connection with this contract or the execution thereof shall be settled at the court of Shenzhen Nanshan District.

Buyer:
Huiyu Electronic (Shenzhen) Co., Ltd
SIGNATURE

Seller:
IASPEC Software Co., Ltd.
SIGNATURE

.....
Lu Zhi Duan
Date: August 26, 2008

.....
Ding Quan
Date: August 26, 2008

Sales Contract for Digital Court Storage System

Contract No. SZZY20080219

Buyer:Shenzhen Intermediate People's Court

Add:No.6003, Caitian North Road, Futian District, Shenzhen City

Postcode :

Tel:

Fax:

Name of Representative:Guo Xuming

Deposit Bank:

Account No.:

Seller:iASPEC Software Co., Ltd

Add:Unit D, 4/F., Block2, Tian'an Cyber Park, Futian District, Shenzhen City

Authorized Representative:Li Jincai

Date Singed:April 3, 2008

Tel: 0755-83401682

Fax: 0755-83401681

Deposit Bank: Shenzhen Development Bank Shennan Branch

Account No.: 1020 3451 6010 0035 73

The following agreement is made by the Buyer and the Seller through full consultation, and shall conform to the *Contract Law of PRC* . Both parties shall comply with the terms and conditions of this agreement.

1. Contract Objects

The Buyer agrees to buy and the Seller agrees to sell the products as listed in Appendix I, with technical & functional requirements listed in *Appendix II*. The products and system integration services supplied by the Seller shall conform to the technical performances as is described in *Appendix II*. Should there be any equipments omitted in *Appendix I* that are essential to meet the technical performances as is specified in *Appendix II*, the Seller shall be obligated to provide such equipments for free.

2 Contract Amount

2.1 Total Amount: RMB ¥1,296,300.00

2.2 After Sales Services: The Seller shall provide in-site installation and test, and purchased products shall be guaranteed by the manufacturers for 3 years. The Seller shall provide after-sales services for 5 years upon the day the product passes acceptance, include warranty period and maintenance period. 2.3 Shipping cost, premium and other costs shall be paid by the Seller.

3 Terms of Payment

3.1 Advance Payment: The Buyer shall pay 30% of the total contract amount (¥388,890.00) to the Seller as advance after the contract is signed.

3.2 Acceptance Payment: After the purchased products are installed and passed the acceptance by the Buyer, the Seller shall pay a 10% of the total contract amount (¥129,630.00) to the Buyer as mortgage, and the Buyer shall pay 70% of the total contract amount (¥907,410.00) to the Seller.

3.3 Balance Payment: The Buyer shall return the mortgage, 10% of the total contract amount (¥129,630.00), to the Seller after the equipments pass the acceptance by the Buyer for 1-year stable operation.

3.4 The Seller shall provide the Buyer with commercial Invoice with corresponding amount.

4. Terms of Delivery

4.1 The Seller shall deliver the products as is described in the contract to the place designated by the Buyer within 20 days upon the date on which the contract is signed.

4.2 The Seller shall provide a detailed delivery schedule (including contract number, equipment name, type, specification, quantity, weight, volume, and the date, place and arrangement of delivery) to the Buyer by facsimile/telephone within 7 days before the date of delivery. The Buyer shall make related preparations and necessary formalities on receiving the products.

4.3 The Buyer shall store and keep the products under appropriate circumstance as is required. In case of any quantity discrepancy, the Buyer shall inform the Seller immediately, and the Seller should make corrections within two working days and any costs arising therefrom shall be paid by The Seller.

4.4 All the products shall be kept in original packages upon delivery. The Seller shall provide a Delivery List (including the product name, type, specification, quantity and serial number) and the products shall be checked by both parties. Should there be any quantity discrepancy or damage, notwithstanding the package is complete or not, the Seller is obligated for replacement or supplement within two working days, and any costs arising therefrom shall be paid by the Seller.

5. Installation, Test and Acceptance

5.1 After the equipments are received and inspected by the Buyer, the delivered equipments shall be installed and tested by the Seller within two days, the Seller shall provide technical guidance to the Buyer, and necessary conditions required for equipment installation and test shall be provided by the Buyer. The installation and test shall be finished within 5 days by the Seller.

5.2 In the process of installation and test, the Buyer shall provide necessary conditions and technicians in assistance with the Seller to complete the installation.

5.3 The Seller shall provide related technical documents (including equipment data, installation configuration document, management & operation instructions, and test & acceptance program) to the Buyer after installation and test. Acceptance test shall be conducted by the Buyer thereafter, and the acceptance result shall be recorded in the *Purchased Product Acceptance Report*. Should any deficiency be found by the Buyer during the Acceptance, both Parties shall make appropriate settlements based on the significance of the problem. (1) Should any serious deficiency exists, the purchased products shall be returned to the Seller and rectified therein, and both Parties shall negotiate on the timing for the subsequent acceptance test. the Seller shall compensate for all the losses to the Buyer; (2) Should there be any minor deficiency, the Seller shall make relevant rectifications, and both parties shall consult whether a second acceptance is needed.

5.4 Both parties shall sign an acceptance report after all purchased products passed the acceptance by the Buyer. The Buyer shall conduct the payment (see 3.2) to the Seller after all products are delivered.

5.5 The following documents shall be submitted before program implementation:

1) Construction Program; 2) Implementation Program; 3) Hardware Configuration Program and Instructions; 4) Operation Manual

6. Quality Guarantee and Maintenance

6.1 The Seller assures that the delivered equipments are in accordance with the descriptions as is specified in *Appendix I*, and the products are brand-new with advanced technology, high quality, stable performance and no discrepancy.

6.2 The Seller shall provide after-sales services for 5 years upon the day the product passed acceptances, include guarantee period and maintenance period.

Guarantee period: Hardware products shall be guaranteed for 3 years by the manufacturers and The Seller shall provide free product maintenance or replacement in the period.

Maintenance period: The maintenance period commences upon the expiring date of the guarantee period, during which the Seller shall provide maintenance services as the Buyer requests. Relevant parts shall be charged according to the market price.

In the guarantee period, the Seller shall provide monthly inspection services, including equipment testing, cleaning, and operation record.

Malfunction-response: In the guarantee period, the Seller shall provide, 1) 7*24 hours services; 2) 7*24 hours in-site support; 3) in-site services within 1 hour, i.e. technicians shall arrive within 1 hour, and malfunction elimination shall be less than 2 hours; 4) parts replacement within 4 hours in case of major malfunction.

7. Training

7.1 Providing technical training to 5+ people for three days 7.2 Training materials shall be provided by the Seller 7.3 Providing group training and one-on-one training

8. Liability for breach of contract

8.1 In the event that the Seller fails to deliver the products on time, the Seller shall pay to the Buyer the late delivery penalty at 1% of the total value of the contract per week.

8.2 In the event that the Buyer delays the payment, the Buyer shall pay to the Seller the delayed payment penalty at 1% of the total value of the contract per week.

8.3 In the event that the Seller fails to finish the appointed project on schedule except that the delay is due to the conditions of the Buyer, the Seller shall pay to the Seller the late delivery penalty at 1‰ of the total value of the contract per day.

9. Force Majeure

9.1 The deferment of the contract due to Force Majeure, including, but not limited to war, fire, floods, earthquake, etc., shall be consistent with the duration of the Force Majeure.

9.2 Each party shall advise the other party by facsimile immediately of the occurrence of the Force Majeure mentioned above within fourteen days thereafter for acceptance.

9.3 Each party shall advise the other party by facsimile immediately of the termination of the Force Majeure mentioned above thereafter for acceptance.

9.4 If the said Force Majeure lasts over 20 days, both parties shall settle the case of continuing the contract by friendly negotiation.

10. Notice & Delivery

10.1 Any and all notices referred to herein shall be in written form or other valid forms and delivered to both parties at the address as is specified in this contract under the stipulations of the *Civil Procedures Law of PRC* . If any changes of the addresses occur, one party shall inform the other party of the change of address within five days thereafter.

10.2 Except for the specifications of the matters concerned herein, each party shall, based on the principle of honest and creditability, inform the other party immediately within five days thereafter of any changes of the legal representative, name, address and enterprise organization, or any other incidents including, but not limited to consolidation, schism, annexation and bankruptcy, which may have significant effects on the execution of the contract.

11. Dispute Settlement

Any and all disputes arising from execution of the Contract or in connection with the Contract shall be first settled through friendly consultation, and in case that the negotiation fails to reach an agreement, each party reserves the right for legal proceedings to the people's court that has the jurisdiction over the matter.

12. Contract Validity

12.1 The Contract contains main document, *Appendix I* and *Appendix II*, which are indivisible with the Contract.

12.2 The Contract is effective upon being executed by both parties.

13. Counterparts

This Contract is executed in four counterparts and each party holds two, each of which shall be deemed equally authentic.

Buyer :Shenzhen Intermediate People's Court

SIGNATURE

Date: April 3, 2008

Seller :iASPEC Software Co., Ltd

SIGNATURE

Date: April 3, 2008

CERTIFICATIONS

I, Jiang Huai Lin, certify that:

1. I have reviewed this annual report on Form 10-K/A of China Information Security Technology, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 18, 2009

/s/ Jiang Huai Lin

Jiang Huai Lin

Chief Executive Officer

(Principal Executive Officer)

CERTIFICATIONS

I, Jackie You Kazmerzak, certify that:

1. I have reviewed this annual report on Form 10-K/A of China Information Security Technology, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such

1. I have reviewed this annual report on Form 10-K/A of China Information Security Technology, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
- a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 18, 2009

/s/ Jackie You Kazmerzak

Jackie You Kazmerzak

Chief Financial Officer

(Principal Financial and Accounting Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

The undersigned, Jiang Huai Lin, the Chief Executive Officer of CHINA INFORMATION SECURITY TECHNOLOGY, INC. (the "Company"), DOES HEREBY CERTIFY that:

1. The Company's Annual Report on Form 10-K/A for the fiscal year ended December 31, 2008 (the "Report"), fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
2. Information contained in the Report fairly presents, in all material respects, the financial condition and results of operation of the Company.

IN WITNESS WHEREOF, the undersigned has executed this statement this 18th day of November, 2009.

/s/ Jiang Huai Lin

Jiang Huai Lin
Chief Executive Officer
(Principal Executive Officer)

A signed original of this written statement required by Section 906 has been provided to China Information Security Technology, Inc. and will be retained by China Information Security Technology, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

The forgoing certification is being furnished to the Securities and Exchange Commission pursuant to § 18 U.S.C. Section 1350. It is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

The undersigned, Wendy Wang, the Chief Financial Officer of CHINA INFORMATION SECURITY TECHNOLOGY, INC. (the "Company"), DOES HEREBY CERTIFY that:

1. The Company's Annual Report on Form 10-K/A for the fiscal year ended December 31, 2008 (the "Report"), fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
2. Information contained in the Report fairly presents, in all material respects, the financial condition and results of operation of the Company.

IN WITNESS WHEREOF, the undersigned has executed this statement this 18th day of November, 2009.

/s/ Jackie You Kazmerzak

Jackie You Kazmerzak
Chief Financial Officer
(Principal Financial and Accounting Officer)

A signed original of this written statement required by Section 906 has been provided to China Information Security Technology, Inc. and will be retained by China Information Security Technology, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

The forgoing certification is being furnished to the Securities and Exchange Commission pursuant to § 18 U.S.C. Section 1350. It is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing