

CONFIDENTIALITY AND NON-DISCLOSURE

TERMS AND CONDITIONS

1. CONFIDENTIAL INFORMATION

Before, during and after the course of the cooperation, the **Recipient** may receive or have access to information, knowledge or data that are confidential and proprietary to the **Disclosing Party**. This includes, without limitation, information relating to the Disclosing Party's client or company data, samples, sale of products and services, business models or methods, processes, technical specifications, research, development, software, hardware, purchasing, accounting, finance, engineering, marketing and merchandising material and analysis reports whether or not the information is specified as being confidential or not ("**the Confidential Information**").

2. DUTY OF CONFIDENTIALITY

In consideration of right of access to the Confidential Information to enable the Recipient to perform the Services, the Recipient hereby agrees and undertakes to the Disclosing Party as follows:

- 2.1 The Recipient will treat all Confidential Information disclosed or revealed to it before or at any time after execution of the Terms and Conditions and/or Services as strictly confidential and proprietary to the Disclosing Party except to the extent that the Recipient can prove that the Confidential Information is now, or later becomes, generally known to the public through no fault on the Recipient's part or that it was lawfully in the Recipient's possession prior to the date of this Terms and Conditions;
- 2.2 The Recipient will take all reasonable steps to protect the Confidential Information from unauthorised disclosure, use, duplication, or misappropriation by others. Specifically, the Recipient will ensure that all its employees, agents, directors or subcontractors who may receive any Confidential Information are fully aware of the Recipient's obligations pursuant to this Terms and Conditions and the Recipient will take all possible steps to ensure they observe a similar duty of confidentiality including the execution by such persons of similar confidentiality and non-disclosure Terms and Conditions;
- 2.3 The Recipient will not divulge, disclose or make available, the Confidential Information to any other person except for the purposes of performing the Services; and

2.4 The Recipient acknowledges that the Disclosing Party may in its absolute discretion give written notice to the Recipient to terminate the Recipient's right of access to the Confidential Information at any time. Upon termination of such right, the Recipient will deliver, or cause to be delivered, to the Disclosing Party promptly on the Disclosing Party's demand, all documents and materials in the Recipient's possession or control pertaining to the Confidential Information.

3. DAMAGES FOR BREACH

3.1 The Recipient acknowledges that the Disclosing Party will be entitled to injunctive relief to prevent breaches of the Recipient's obligations set out above or to enforce the same in addition to any other remedy to which the Disclosing Party may be entitled by law.

3.2 The Recipient acknowledges that the Confidential Information and all associated proprietary rights are valuable assets of the Disclosing Party. The Recipient further acknowledges that any breach of the Recipient's obligations set out above may cause serious financial and other loss to the Disclosing Party for which the Disclosing Party will be entitled to seek damages including legal fees and other costs.

4. REQUIRED DISCLOSURE

4.1 If a Receiving Party is required to disclose Confidential Information in accordance with applicable laws, regulations or ordinances (collectively "Regulations"), or orders of any competent government or other administrative agency, financial instruments exchange, or court (collectively "Governmental Orders"), such Receiving Party may disclose that portion of the Confidential Information which such Receiving Party is legally compelled to disclose pursuant to such Regulations or Governmental Orders. Upon becoming aware of any relevant disclosure requirement under any such Regulation or upon receipt of any such Governmental Order, such Receiving Party, as permitted by applicable law, shall provide the Disclosing Party and the other Receiving Parties with prompt written notice of such Regulation or Governmental Order, as the case may be, as far in advance as possible, and shall consult with the Disclosing Party with regard to the specific measures to be taken in response to such Regulation or Governmental Order, as the case may be.

5. NON-WAIVER OF BREACH

5.1 No failure by the Disclosing Party to exercise any right herein will be considered as a waiver of, or prevent the Disclosing Party from exercising, any such right.

5.2 All confidential information is provided "AS IS". Neither party makes any warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.

6. CONTINUANCE OF THIS TERMS AND CONDITIONS

6.1 All of the Recipient's obligations set out above will enure indefinitely and will be binding upon the Recipient's permitted assigns.

7. SEVERABILITY

7.1 If any provision of this Terms and Conditions is held by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, the offending provision shall be deemed to be severed from this Terms and Conditions and the remainder of the terms and conditions hereof shall not be affected.

8. NOTICES

8.1 Any notice or other information required or authorised to be given to the Recipient may be given by hand or sent by post to the address given above. Any such notice or other information shall be deemed to have been served, when delivered by hand, at the time of delivery and, when sent by post, 48 hours after posting.

9. GOVERNING LAW

9.1 The Recipient's acceptance of the terms of this Terms and Conditions shall constitute a legally-binding Terms and Conditions between you and us which shall be governed by the laws of Hong Kong SAR and the parties agree to submit to the non-exclusive jurisdiction of the courts of HK SAR.

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