

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT dated the _____ day of _____.

BETWEEN:

HONG KONG CYBERPORT MANAGEMENT COMPANY LIMITED (香港數碼港管理有限公司), a company incorporated in Hong Kong having its registered office at Level 6, Cyberport 2, 100 Cyberport Road, Hong Kong ("**HKCMCL**");
and _____
a company incorporated in _____ having its registered office at _____ (the "**Potential Consultant**").

The above parties shall hereinafter together referred to as "the Parties", each a "Party".

WHEREAS

- A. For the purposes of negotiating and concluding a possible business relationship between the Parties, the Potential Consultant may have access to the Confidential Information (as defined below).
- B. The Parties have therefore agreed to enter into this non-disclosure agreement ("**this Agreement**") in respect of the use and protection of the Confidential Information.

NOW IT IS HEREBY AGREED as follows:

Definition of Confidential Information

1. For the purpose of this Agreement, "**Confidential Information**" shall include the information and materials below regardless of the medium in which they are stored:
 - (a) any information relating to the business affairs, finances, transactions, technology or technical processes of HKCMCL or its affiliates, clients or any third parties to whom HKCMCL owes a duty of confidentiality (collectively, "**HKCMCL Related Parties**") or any information relating to any project of any HKCMCL Related Parties (including without limitation to the Cyberport project); and
 - (b) any inventions, ideas, concepts, trade secrets, technical know-how, product specifications, systems, plans, processes (both technical and business), procedures, techniques, methods, processes, drawings, diagrams, designs, formulae, analysis, customer and vendor lists, prospect lists, transaction data, pricing information of or owned by any

HKCMCL Related Parties,

disclosed or furnished by HKCMCL (or any of its directors, employees, agents or representatives) to the Potential Consultant (or any of its directors, employees, agents or representatives).

Permitted Use & Non-Disclosure

2. Confidential Information provided to the Potential Consultant shall be used exclusively by the Potential Consultant in connection with its preparation of proposal in response to the request for proposal ("**RFP**") in relation to which the Confidential Information is provided (the "**Permitted Purpose**"). The Potential Consultant shall not use the Confidential Information for any other purpose.
3. The Potential Consultant shall hold the Confidential Information in strict confidence and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose any Confidential Information to any third party (including any partner, employee, agent or representative of HKCMCL) except to those directors, employees, agents and advisors of the Potential Consultant who need to have the Confidential Information in order to further the Permitted Purpose and who have been apprised of the confidential nature of the Confidential Information.
4. The Potential Consultant shall ensure that its directors, employees, agents, representatives and advisors to whom any Confidential Information is disclosed comply with the terms of this Agreement.
5. Upon completion of the RFP process, the Potential Consultant shall return to HKCMCL all documents, records and materials containing any Confidential Information that have been furnished to the Potential Consultant, accompanied by any copies thereof created by the Potential Consultant.

Non-Promotion

6. The Potential Consultant shall not, without the prior written consent of HKCMCL in each instance:
 - (a) use in any advertising or promotional materials or otherwise the name of Cyberport or any HKCMCL Related Parties, or any trade name, trade mark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by any HKCMCL Related Parties; or
 - (b) represent, directly or indirectly, that any product or any service provided by the Potential Consultant has been approved or endorsed by any HKCMCL Related Parties.

Indemnification

7. The Potential Consultant agrees to indemnify HKCMCL for damages arising from any breach of the terms of this Agreement by Potential Consultant or its present or future directors, employees, representatives, agents or advisors. This Clause 7 shall survive the termination or expiration of other obligations of the Potential Consultant under this Agreement.

Equitable Remedies

8. Without prejudice to any other rights HKCMCL may have, the Potential Consultant agrees that the Confidential Information is valuable and that damages may not be an adequate remedy for any breach by the Potential Consultant of this Agreement; accordingly, the Potential Consultant agrees that HKCMCL shall be entitled to specific performance of the obligations of the Potential Consultant contained in this Agreement and to the remedies of an injunction and other equitable relief for any actual or threatened breach of the obligations of the Potential Consultant contained in this Agreement.

Continued Obligations

9. Whether or not the Parties enter into a business relationship, the obligations of the Potential Consultant under this Agreement shall continue with respect to each item of Confidential Information hereunder until five (5) years following the date of disclosure of such item of Confidential Information to the Potential Consultant. The restrictions imposed on the Potential Consultant under Clause 7 shall continue indefinitely unless HKCMCL agrees otherwise.

Governing law

10. This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The courts of Hong Kong shall have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly any proceeding, suit or action arising out of or in connection with this Agreement may be brought in such courts.

