

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is dated _____ (the "**Agreement**") and is entered into by and between:.

Parties

- (1) **TBC**, a limited liability company incorporated and having its registered office at **[ADDRESS/CITY/COUNTRY]** (the "**Disclosing Party**").
- (2) **Accolade Search Limited**, a limited liability company incorporated and having its registered office at Room 1002-1004, 10/F, Fu Fai Comm. Ctr., 27 Hillier Street, Sheung Wan, Hong Kong (the "**Recipient**").

Hereinafter collectively referred to as the "**Parties**", or individually as a "**Party**".

Background

The Recipient wishes to receive from the Disclosing Party Confidential Information in relation to the Purpose. The Disclosing Party wishes to ensure that the Recipient maintains the confidentiality of its Confidential Information. In consideration of the mutual benefits of disclosing and receiving the Confidential Information, the Parties have agreed to comply with the terms of this Agreement in connection with the use and disclosure of Confidential Information.

Agreed terms

1 Interpretation

- 1.1 The following definitions and rules of interpretation apply in this Agreement.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in Hong Kong are open for business.

Confidential Information: all confidential information (however recorded or preserved) disclosed by the Disclosing Party or its employees, officers, representatives or advisers to the Recipient and the Recipient's representatives including but not limited to:

- (a) the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Disclosing Party or of the Disclosing Party's Group defined under this section; and

- (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party or of the Disclosing Party's Group;
- (c) any information or analysis derived from Confidential Information; but not including any information that:
- (d) is, or becomes, generally available to the public (other than as a result of disclosure by the Recipient or any of its Representatives in breach of this Agreement); or
- (e) was available to the Recipient on a non-confidential basis before disclosure by the Disclosing Party; or
- (f) was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not bound by a confidentiality agreement with the Disclosing Party, or otherwise prohibited from disclosing the information to the Recipient; or
- (g) was lawfully in the possession of the Recipient before the information was disclosed to it by the Disclosing Party; or
- (h) the Parties agree in writing is not confidential or may be disclosed; or
- (i) is developed by or for the Recipient, independently of the information disclosed by the Disclosing Party; or
- (j) is trivial, obvious or useless.

Group: in relation to a company, that company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company.

Purpose: The conduct by the Recipient of corporate search and investigation as instructed by the Disclosing Party, for the consumption and benefit of the latter.

Representative: employees, agents, other representatives of the Recipient and employees of any relevant member of the Recipient's Group.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 A reference to writing or being written includes fax and e-mail.

- 1.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2 Obligations of confidentiality**
- 2.1 The Recipient shall keep the Confidential Information disclosed to it confidential and, except with the prior written consent of the Disclosing Party, shall not:
- (a) use or exploit the Confidential Information in any way except for the Purpose; or
 - (b) disclose or make available such Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement; or
 - (c) copy, reduce to writing or otherwise record the Confidential Information, except as necessary for the Purpose.
- 2.2 The Recipient may disclose the Disclosing Party's Confidential Information to members of its Group and to those of its Representatives who need to know the Confidential Information for the Purpose, provided that the Recipient shall inform those Representatives and members of its Group that the Confidential Information disclosed to them is confidential and shall take reasonable steps to ensure that such members of its Group and Representatives shall not:
- (a) use or exploit the Confidential Information in any way except for the Purpose;
 - (b) disclose or make available such Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement; or
 - (c) copy, reduce to writing or otherwise record the Confidential Information, except as necessary for the Purposes.
- 2.3 The Recipient may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority by a court or other authority of competent jurisdiction. However, to the extent it is legally permitted to do so, it shall give the Disclosing Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 2.3, it takes into account the reasonable requests of the Disclosing Party in relation to the content of such disclosure.
- 2.4 The Recipient may, provided that the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Prevention of Bribery Ordinance or such other anti-corruption legislation or

regulation applicable to any Party of this Agreement, disclose Confidential Information to the relevant authority without first informing the Disclosing Party of such disclosure.

3 Return of information

At the reasonable request of the Disclosing Party, the Recipient shall destroy or return the Confidential Information to the Disclosing Party and any materials (whether in written or other recorded form) containing, or making use of the Confidential Information.

4 Warranty

The Disclosing Party warrants that it has the right to disclose the Confidential Information to the Recipient and to authorize the Recipient to use the Confidential Information for the Purpose.

5 Acknowledgement and announcements

5.1 The Parties agree that entering into this Agreement and disclosing and receiving Confidential Information will not commit either Party to enter into any further contract in connection with the Purpose, or any other product or service to which the Confidential Information relates.

5.2 No Party shall make, or allow any person to make, any public announcement about this Agreement without the other Party's prior written consent (such consent not to be unreasonably withheld or delayed), except as required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange or those listed in Clause 2.3, if applicable) or by any court or other authority of competent jurisdiction.

6 Term and termination

6.1 If either Party decides not to become, or continue to be involved in the Purpose with the other Party it shall notify the other Party in writing immediately. The obligations of each Party shall, notwithstanding any earlier termination of negotiations or discussions between the Parties in relation to the Purpose, continue for a period of 6 months from the termination of this Agreement.

6.2 Termination of this Agreement shall not affect any accrued rights or remedies to which either Party is entitled.

7 Entire agreement

7.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties,

representations and understandings between them, whether written or oral, relating to its subject matter.

- 7.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

8 Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).

9 Waiver

- 9.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 9.2 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.3 A Party that waives a right or remedy provided under this Agreement or by law in relation to one Party, or takes or fails to take any action against that Party, does not affect its rights in relation to any other Party.

10 Assignment and other dealings

This Agreement is personal to the Parties and neither Party shall without the prior written consent of the other Party assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

11 Notices

- 11.1 All notices required or permitted by this Agreement shall be in writing and in the English language and shall be sent to the recipient at its address set out above, or as otherwise directed by the recipient by notice given in accordance with this clause.
- 11.2 Notices shall be delivered by hand or sent by registered post, courier or by facsimile. If delivered by hand or sent by courier, notice will be deemed given on the date of receipt, if sent by facsimile, on the date of transmission, and if sent by registered post, five (5) days after being posted.

12 No partnership or agency

