



Train The Teacher Ltd

and

Name:

**CONFIDENTIALITY AND
NON-DISCLOSURE
AGREEMENT**

For your information: this document has **five** text fields for you to fill

THIS AGREEMENT is made on date:

BETWEEN

(1) Train The Teacher incorporated under the laws of **Hong Kong** whose registered office is at Floor 3, 17 Upper Lascar Row, Sheung Wan, Hong Kong ("Party A")

and

(2) Person (Full name, address ("Party B").

Collectively referred to as "the parties".

WHEREAS:

(A) In connection with discussions between the parties relating to course design, delivery and management of any TOTA lessons ("the Project"), Party A, its subsidiaries, affiliates and its or their respective employees, officers, agents and/or professional advisers shall furnish Party B with certain information which is of a confidential and/or proprietary nature or otherwise not generally available to the public.

(B) As a condition to such disclosure of information Party B agrees to treat any such information furnished by Party A as strictly confidential in accordance with the conditions set out below.

NOW IT IS HEREBY AGREED as follows: -

1. CONFIDENTIAL INFORMATION

1.1 "Confidential Information" shall mean all information disclosed by Party A to Party B in connection with the Project and which is identified as confidential or is clearly by its nature confidential, whether disclosed before, on or after the date of this Agreement and as further detailed in Clause 1.2 below.

1.2 Confidential Information shall include, without limitation, information, data, creative property, materials, products, product development documentation, intellectual property assets, technology, business plans, marketing plans, financial plans, financial information, customer, client and contract information, management information, analysis, compilations and studies (including material prepared by Party B incorporating or based on the Confidential Information), which is either: (i) disclosed directly or indirectly by Party A to Party B; or (ii) received from third parties which Party B is obliged to treat as confidential; or (iii) disclosed orally, in writing or by any other means including, without limitation, printed or graphic or documentary form or on computer disks or tapes or via email or the internet; or (iv) disclosed visually including by way of model or demonstration or by any other means. Confidential Information shall also include any copy, summary, reduction or reproduction of any such information and the existence and terms of this Agreement.

1.3 Confidential Information will not include any information or data which:

- (a) is or becomes generally available to the public other than as the result of a breach of this Agreement or any other obligation of confidentiality by Party B; or
- (b) was already known to Party B other than as a result of a breach of this Agreement or any other obligations of confidentiality prior to the Confidential Information being furnished to it by Party A; or
- (c) is required to be disclosed by law, order of court or any competent tribunal, the regulations of any regulatory or taxation authority or the rules of any stock exchange.

The burden of proof lies with Party B as applicable to demonstrate that any one of the aforementioned requirements is fulfilled.

2. TERM

This Agreement shall commence on the date of its signature and shall continue for a period of 4 (Four) years thereafter.

3. RESTRICTIONS ON USE AND DISCLOSURE

- 3.1 Party B agrees and warrants that the Confidential Information received from Party A will be kept strictly confidential. Party B shall take all reasonable steps to keep the Confidential Information secure and shall not disclose the Confidential Information, in whole or in part, nor any of the terms or conditions (or proposed terms and conditions) of the Project to any third party.
- 3.2 Party B agrees and warrants that the Confidential Information will be used solely for the purpose of the Project and not in connection with the consideration of any other transaction or in any way that is inconsistent with the terms of this Agreement.
- 3.3 Party B agrees to take reasonable security precautions (at least as comprehensive as the precautions Party B takes to protect its own confidential information which Party B warrants are adequate to prevent unauthorised disclosure, copying or use) to protect Party A's Confidential Information.
- 3.4 Party B agrees not to copy, reproduce, summarise or reduce to writing any part of the Confidential Information except as far as necessary to carry out its obligations in connection with the Project.
- 3.5 Party B agrees not to reverse engineer, decompile or disassemble any software disclosed by Party A.

4. COMPULSORY DISCLOSURE

In the event that Party B is compelled, pursuant to any law, order, regulation or rule, to disclose any part of the Confidential Information, Party B will, without delay and wherever possible prior to any such disclosure, notify Party A in writing of the same so that Party A has sufficient opportunity to seek a protective order or other appropriate remedy.

5. RETURN OF CONFIDENTIAL INFORMATION

- 5.1 The Confidential Information, and any copies, reproductions, summaries or reductions to writing thereof, remains the property of Party A. Party B shall, on request from Party A, promptly either destroy or return all documents and materials containing Confidential Information (including any copies, reproductions, summaries or reductions to writing thereof) to Party A.
- 5.2 Notwithstanding the completion of the Project or the return of the documents and materials as contemplated in Clause 5.1 above, Party B shall continue to be bound by the confidentiality provisions of Clause 3.

6. DISCLAIMER

Party A shall endeavour to furnish Party B with all information that Party A considers relevant for the purpose of this Agreement however, it is understood that, except as may be otherwise agreed upon in writing, Party A makes no representation nor gives any warranties as to the accuracy or completeness of the Confidential Information or the efficiency, capabilities or safety of any materials making up any part or portion of any Confidential Information.

7. EQUITABLE RELIEF

Party B acknowledges that the Confidential Information of Party A is deemed to constitute trade secrets of Party A, and that unauthorised disclosure or reproduction may cause irreparable harm for which remedies at law would be inadequate. Party B agrees that Party A will be entitled, in addition to other remedies available at law or in equity to seek an injunction or other equitable relief to prevent breach or threatened breach of Party B's obligations under this Agreement.

8. PROPERTY IN CONFIDENTIAL INFORMATION

The disclosure of Confidential Information by Party A to Party B shall in no way be construed to imply or grant any kind of transfer of rights connected with the Confidential Information including, without limitation, any intellectual property rights, trade marks or business secrets. All Confidential Information is and shall remain the property of Party A notwithstanding anything added thereto by Party B or otherwise.

9. NON-ASSIGNMENT

This Agreement is personal to Party B and Party B shall not assign, transfer or in any other way dispose of any of its rights or obligations under this Agreement, in whole or in part, to any person or organisation without the prior written consent of Party A.

10. MISCELLANEOUS

- 10.1 Any notice required to be given pursuant to this Agreement shall be in writing and sent by hand, registered first class post, or by scanned document in email, or by fax to the relevant party at the address set out in this Agreement (or such other address as may be notified in writing). Any notice shall be deemed delivered on the first working day after despatch and if sent by post on the seventh working day after despatch.
- 10.2 No failure or delay by any party to this Agreement in exercising any right, power or privilege hereunder or related hereto shall operate as a waiver thereof, now or in the future, nor shall any single or partial exercise thereof preclude any further exercise thereof.
- 10.3 Nothing in this Agreement may be construed to oblige the parties to conclude any further agreement with one another, or to oblige Party A to furnish Party B with any more Confidential Information than that provided under this Agreement. At any time prior to the completion of a formal written agreement Party A may terminate the Project or refuse to enter into any subsequent transaction, for any reason, without liability for such termination, even if Party B has performed work or incurred expenses in anticipation of the parties entering a formal written agreement.
- 10.4 The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity and enforceability of any other term or provision hereof, and this Agreement shall be construed in all respects as if such invalid terms or provision were omitted.
- 10.5 Any amendment or variation to this Agreement shall only be made by prior written agreement between the parties.
- 10.6 This Agreement sets out the entire understanding of the parties with respect to the subject matter hereof and supersedes and cancels any and all prior oral or written agreements, understandings or discussions between the parties on such subject matter. No terms, obligations, representations, promises or conditions, oral or written, express or implied, have been made or relied upon other than those contained in this Agreement.
- 10.7 This Agreement shall be governed by and construed in accordance with the law of Hong Kong. The courts of Hong Kong shall have exclusive jurisdiction over any claim, dispute or matter arising under or in connection with this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorised representative the day and year first above written.

SIGNED BY Francis Doogan
for and on behalf of
Train The Teacher

SIGNED BY

Full Name: