



## MUTUAL CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is effective as of the (month) \_\_\_\_\_(day)\_\_\_\_\_(year)\_\_\_\_\_ (the “Effective Date”), by and between Roche Industrial Group Co., Limited, a corporation with registered offices at unit 04, 07F, bright way tower, No.33 Mong kok Road, Kowloon, Hong Kong and \_\_\_\_\_, with the principle address at \_\_\_\_\_ (collectively referred to as the Parties and each individually referred to as a Party),

### 1. Definition of Confidential Information.

For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which the Parties are engaged. Such information shall include, but not be limited to : (i) any marketing strategies, plans, financial information, or operations, sales estimations, business plans and performance results relating to the past, present or future business activities of such Party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer lists; (iii) any scientific or technical information, innovation, design, process, formula, improvement, or method; (iv) any idea, concepts, reports, data, material, volume, specification, knowhow, manuals, development tools, specifications, computer software, source code, object code, flow charts, databases, and trade secrets; (v) information that relevant to the safety, security, or general wellbeing of the Parties staff; and (vi) any other information that should reasonably be recognized as confidential information. The Parties shall not disclose the Confidential Information to any third party, except to its employees and advisors who have a need to know such Confidential Information and who are subject to written Non-Disclosure Agreements that prevent disclosure and unauthorized use thereof.

### 2. Obligations of Nondisclosure

The Parties shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of each other. The Parties shall carefully restrict access to Confidential Information to employees, contractors, offices as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. The Parties shall not, without prior written approval, use for own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the other Party, any Confidential Information. All records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information need to be returned immediately if either Party requests it in writing.

### **3. Exclusions from Confidential Information**

Confidential Information shall not include information which:

- (a) is shown to have been known or is subsequently developed by either Party independent of any disclosure by either Party;
- (b) is or becomes available to the public through no breach of this Agreement; or
- (c) is lawfully obtained from a third party without restriction and without breach of this Agreement or any other agreement.

(d) When disclosed in writing or in any other tangible form (including electronic storage media), Confidential Information shall be marked as “Confidential”. When disclosed orally, by demonstration or in any other intangible manner, Confidential Information shall be identified as confidential at the time of disclosure and confirmed as confidential in writing delivered to the Party within 30 days after disclosure setting forth the date of disclosure and describing the Confidential Information disclosed.

### **4. Termination**

This Agreement shall remain in effect for a period of one (1) year after the Effective Date. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against either Party, nor by the rejection of any Agreement between the Parties, by a trustee of either Party in bankruptcy, or by either Party as a debtor-in-possession or the equivalent of any of the foregoing under local law.

### **5. Restrictions.**

Both Parties duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until one Party receives the other Party’s written consent. Otherwise, the Confidential Information shall not be reproduced, or modified in any way without the express written consent.

### **6. Non-Circumvention**

Both Parties agree not to circumvent, avoid, bypass or obviate each other in any manner, directly or indirectly, the circumvented Party shall be entitled to seek legal monetary compensation equal to the maximum service it should realize from such a transaction, plus any and all expenses, including any and legal fees incurred in lieu of recovery of such compensation.

### **7. License ownership.**

All right, title, and interest in the confidential information shall belong to a Party itself. No license under any patent, copyright, trademark, software, technology or other intellectual property, by implication or otherwise, is granted under this Agreement, except the limited rights necessary to accomplish the intent of the Parties hereunder.

## **8. Governing Law**

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the Hongkong Law. The Courts of SAR Hong Kong will have non-exclusive jurisdiction to deal with any disputes which has arisen or may arise out of, or in connection with this Agreement.

## **9. Equitable Relief**

The Parties agree that any violation of this Agreement may cause irreparable injury to the other Party for which monetary damages may not be adequate. In any action to interpret or enforce the terms of this Agreement, the prevailing Party shall be entitled to seek costs incurred in connection with such action, in addition to any other relief it may be awarded.

## **10. No transfer and assignment.**

Neither Party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed).

## **11. Severability.**

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the Parties.

## **12. Notices**

All notices (which term shall include all demands and claims) to a Party shall be in writing and sent to its address set forth at the beginning of this Agreement. Notices may be sent by any commercially common means, including post, courier, electronic mail and fax. A notice shall be deemed given when received.

## **13. Entire Agreement**

This Agreement set forth the entire agreement and understanding among Parties, and supersedes all prior discussions, negotiations and communications between them, with respects to subject matter. Any amendment to this Agreement must be in writing and duly signed by both Parties.

## **14. Waiver of Breach**

Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. A waiver of a Party's rights under this Agreement shall be effective only if that Party agrees expressly in writing.

The Parties hereby acknowledge that they have read and acknowledge this Agreement and agree to all the terms and conditions stated herein.

IN WITNESS WHEREOF, the Parties representatives have affixed their respective signature hereto, effective as of the date first written above.

Company:\_\_\_\_\_ Recipient: Roche Industrial Group Co.,Limited

Signature:\_\_\_\_\_ Signature:\_\_\_\_\_

Name:\_\_\_\_\_ Name:\_\_\_\_\_

Upon completion, please scan it and send back to [info@rocheindustry.com](mailto:info@rocheindustry.com)