

NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on this _____.

BETWEEN

GOIP AULA Limited whose registered office is at Unit 03-06 27/F Metropolis Tower, 6-10 Metropolis Drive, Hung Hom, Kowloon, Hong Kong (Business Registration Number 61397567) ("**GOIP**") and;

_____ whose registered office is at _____

(Company Number _____) ("_____").

Collectively known as ("the Parties")

WHEREAS

- (i) GOIP has, amongst its Confidential Information, detailed knowledge of telecommunications products and services.
- (ii) _____ has, amongst its Confidential Information, products, technical knowledge and expertise.
- (iii) GOIP and _____ are exploring the opportunity of working together Global Connectivity , ICT service , Remote hand support and Cyber Security related solution....etc ("Purpose").
- (iv) The Parties wish to use each others Confidential Information for the Purpose.
- (v) The Parties wish to protect their respective Confidential Information.

NOW HEREBY IT IS AGREED AS FOLLOWS

That in consideration of _____ disclosing Confidential Information to GOIP and of GOIP disclosing Confidential Information to _____ the Parties hereby agree as follows:

1. DEFINITIONS

"Confidential Information" means all information or data (whether provided orally, visually, in writing or in any other medium or by any other method) which is directly or indirectly disclosed to or made available to the Receiving Party by the Disclosing Party or by any employee, officer, adviser, agent or other third party on behalf of the Disclosing Party as a result of this Agreement. Without prejudice to the generality of the foregoing definition the term "Confidential Information" shall include;

- (i) information contained in and/or ascertainable from samples, letters, papers, drawings, manuals, technical and test reports, proposals, financing and legal information; and,
- (ii) any information relating to the Disclosing Party's operations, processes, procedures, plans, intentions, products and services information, Know-How, Intellectual Property and Intellectual Property Rights, market opportunities, customers or other business affairs; and,
- (iii) any Corporate, Marketing, Technical or other information, to which the Disclosing Party attaches an equivalent level of confidentiality, or in respect of which it owes an obligation of confidentiality to any third party, and which amounts to trade secrets or their equivalent, and incidental information and/or goodwill with the Disclosing Party's customers:
 - (a) which the Receiving Party has acquired or acquires at any time during the currency of this Agreement; and
 - (b) which is not readily ascertainable to persons not connected with the Disclosing Party, either at all or without considerable expenditure of labour, skill or money.

All references to the "Disclosing Party's Confidential Information" shall be construed accordingly.

"Corporate Information" means all and any information (whether or not recorded in documentary form or on computer disc or tape or any other media) relating to the business methods, corporate plans, management systems, finances, new business opportunities or research and development projects of the Disclosing Party.

"Disclosing Party" means the Party disclosing its Confidential Information.

"Intellectual Property" means all documents and materials including drawings, reports, manuals, specifications, plans, tables, lists, schedules, calculations, computer programs and software (including source and object code and magnetic tapes), all data, flow charts, program listings, administrative and quality assurance files and internal correspondence, strategic plans, creative concepts and designs (whether in draft or in final format), all names, logos, devices and other marks and all Intellectual Property Rights therein.

"Intellectual Property Rights" means patents, trademarks, service marks, rights in designs, trade names, copyrights and trade secrets (whether or not any of these rights is registered) and includes all applications for any such right, matter or thing or registration thereof and all rights or forms of protection of a similar nature or having equivalent or similar effect

to any of these rights which may subsist anywhere in the world.

"Know-How" means such skills, knowledge, experience, technical information or techniques of whatsoever nature utilised or gained by the Receiving Party under or in connection with this Agreement.

"Marketing Information" means all and any information (whether or not recorded in documentary form or on computer disc or tape or any other media) relating to the marketing or sales of any past, present or future product or service of the Disclosing Party, including without limitation, sales targets and statistics, market shares and pricing statistics, marketing surveys and plans and reports, names and identities of customers and potential customers and of suppliers and potential suppliers to the Disclosing Party, the nature of their business operations, their requirements for any product sold to or purchased by the Disclosing Party and all confidential aspects of their business relationships with the Disclosing Party.

"Receiving Party" means the Party receiving the Disclosing Party's Confidential Information.

"Technical Information" means all and any trade secrets, secret formulae, processes, inventions, designs, Know- How, discoveries, technical specifications and other technical information (whether or not recorded in documentary form or on computer disc or tape or any other media) relating to the creation, production or supply of any past, present or future product or service of the Disclosing Party.

2. TRADE CONNECTIONS

During the term of this Agreement the Receiving Party shall not solicit custom for itself, or any third party, from a customer or client of the Disclosing Party where direct dealings are revealed as part of the Confidential Information in respect of business of the type normally conducted by the Disclosing Party.

The Receiving Party shall not solicit the employees of the Disclosing Party for employment or services outside of the Disclosing Party's company.

The above will apply howsoever the termination of this Agreement is occasioned. All covenants within this clause shall be severable.

3. ACKNOWLEDGEMENTS OF THE PARTIES

The Disclosing Party and its business associates possess valuable Confidential Information. The Disclosing Party has given and or shall give the Receiving Party access to Confidential Information.

The disclosure of any Confidential Information to an actual or potential competitor or customer of the Disclosing Party would place the Disclosing Party at a serious competitive disadvantage and would cause financial and other damage to the Disclosing Party's business.

4. OBLIGATION OF THE RECEIVING PARTY

The Receiving Party shall not discuss or make use of Confidential Information except for the Purpose of this Agreement.

The Receiving Party owes a continuing duty of fidelity to the Disclosing Party in respect of Confidential Information and undertakes to hold such information in a fiduciary capacity for the Disclosing Party as if it were trustee for the Disclosing Party. For the avoidance of doubt the Receiving Party's duty survives termination of this Agreement without limitation in time.

Save as otherwise permitted by this Agreement, the Receiving Party undertakes and agrees in respect of the Disclosing Party's Confidential Information;

- (i) that the Disclosing Party's Confidential Information is of a proprietary and confidential nature and it shall receive and maintain such Confidential Information in confidence and shall not publish or disclose such Confidential Information or permit the same;
- (ii) to apply to the Disclosing Party's Confidential Information no lesser security measures and degree of care than those which the Receiving Party applies to its own confidential information and which it warrants as adequate for the purposes thereof;
- (iii) that it shall use the Disclosing Party's Confidential Information only for the Purpose anticipated under this Agreement and that it shall not make any commercial use of such Confidential Information or use it for the benefit of itself or any third party;
- (iv) not to copy, reproduce, decompile or reduce to writing or permit the same of any part of the Disclosing Party's Confidential Information except as may be reasonably necessary for the Purpose and that any copies, reproductions or reductions to writing so made shall be the property of the Disclosing Party and shall be protected as confidential in accordance with the terms of this Agreement;
- (v) to take all reasonable steps to avoid knowingly gaining access to the Disclosing Party's Confidential Information which is not essential for the Purpose; and
- (vi) to return or destroy within 7 (seven) days of the Disclosing Party's request all documents and other material in the

Receiving Party's possession, custody or control (including any copies or reproductions thereof) that bear or incorporate any part of the Disclosing Party's Confidential Information except that the Receiving Party shall be entitled to retain copies of such Confidential Information to the extent necessary to maintain its internal records relating to this Agreement.

The Receiving Party may disclose the Disclosing Party's Confidential Information only to such of the Receiving Party's directors, officers, employees and sub-contractors (the "Permitted Persons") who need to know the Disclosing Party's Confidential Information for the Purpose. The Receiving Party;

- (i) shall ensure that each Permitted Person is aware of and complies with the obligations of confidentiality set out in this Agreement; and
- (ii) shall be responsible for any breach of the obligations of confidentiality contained in this Agreement by such Permitted Person and shall enforce such obligations at its own expense upon the reasonable request of the Disclosing Party.

The obligations of confidentiality under this Agreement shall not apply to any of the Disclosing Party's Confidential Information to the extent that;

- (i) it is, at the time of receipt by the Receiving Party;
 - (a) in the public domain or thereafter becomes part of the public domain; or
 - (b) lawfully already in the possession of the Receiving Party without limitation on disclosure (as evidenced by the written records of the Receiving Party existing on the date of receipt) or subsequently becomes free of limitation on disclosure.

in each case, otherwise than in consequence of breach of this Agreement. For the avoidance of doubt, possession of any Confidential Information by any third party who is bound by similar obligations of confidentiality shall not constitute Confidential Information in the public domain;

- (ii) it was lawfully obtained by the Receiving Party from a person (other than Disclosing Party) under no obligation of confidentiality to the Disclosing Party in respect thereof;
- (iii) the Receiving Party is required to disclose such Confidential Information by any applicable law, regulation, court order or by any competent judicial, governmental or other authority or to a Court, arbitration or administrative tribunal in the course of proceedings before it or in response to a requirement of any Stock Exchange or regulatory authority or the Panel on Take Overs and Mergers provided that the Receiving Party shall, as soon as reasonably possible after becoming aware of such required disclosure, notify the Disclosing Party thereof. The Receiving Party shall be entitled only to furnish that portion of the Disclosing Party's Confidential Information which is necessary to comply with the relevant order or requirement;
- (iv) the Disclosing Party has approved the release of such Confidential Information by written authorisation; or
- (v) the Receiving Party wishes to disclose such Confidential Information to its professional advisers in connection with the interpretation or operation of this Agreement or any dispute arising there from provided that the Receiving Party shall ensure that such advisers are aware of and comply with the obligations of confidentiality set out in this Agreement and shall be responsible for any breach of the obligations of confidentiality contained in this Agreement by such advisers.

Each Party undertakes that, in any case where information to be disclosed under this Agreement may lawfully be disclosed only with the prior consent of the person to whom the information relates, it will use all reasonable endeavours to obtain such prior consent so as to enable the other Party, as the case may be, promptly to perform its obligations under this Agreement.

The Receiving Party shall keep all equipment and software provided by the Disclosing Party or the subject of the services or works at all times under its care and control and shall only grant Access Codes (defined herein) to such officers, employees, servants and agents of the Disclosing Party who have been nominated in writing by the Receiving Party for such purposes. For the purposes of this clause "Access Code" means any access number, password or code that may be allocated from time to time to the Receiving Party (including officers, employees, servants and agents of the Receiving Party) by the Disclosing Party in order to allow the Receiving Party to have access to the equipment and software and/or to any premises or parts of premises.

Each Party acknowledges and agrees that, in the event of a default by the other under this Agreement, damages will not be a sufficient remedy for the Disclosing Party. Accordingly, without prejudice to any other rights and remedies available, the Disclosing Party shall have the right to seek injunctive relief or specific performance of the other party's obligations.

5. TERM

This Agreement shall continue for a period of 5 (five) years from the date of execution thereof. Such cessation shall not, however, prejudice any then accrued rights in respect of any breaches of this Agreement or the continuation in force of

any provisions necessary to assert or enforce any such rights.

6. COMPLIANCE WITH LAWS

The Parties shall comply with all applicable laws, rules and regulations in connection with its activities under this Agreement, and shall obtain and maintain all permits, licenses and government registrations necessary or appropriate to perform its obligations under this Agreement. Upon either Party's request, the other Party shall provide written assurances of such compliance as to a particular law, rule, regulation, permit, license or registration.

7. GENERAL

Each sub-clause of this Agreement is independent and severable. In respect of unenforceable sub-clauses the Parties agree to reword any such sub-clause that is struck down, so as to achieve its original spirit, modified accordingly.

This Agreement or provisions thereof may not be varied, waived, assigned, novated or otherwise dealt with or disposed of without the prior express written consent of an authorised representative of each Party.

This Agreement shall be governed and construed under Hong Kong law and both Parties hereby submit to the non-exclusive jurisdiction of the Hong Kong Courts.

SIGNED for and on behalf of
GOIP AULA LIMITED

SIGNED for and on behalf of

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:
