









CONFIDENTIAL INFORMATION

## NONDISCLOSURE AGREEMENT

### §1

#### CONFIDENTIAL INFORMATION

“Confidential Information” means and any information, regardless of form, proprietary or maintained in confidence by the Disclosing Party, including, without limitation, any information relating to the Disclosing Party’s ideas, concepts, procedures, contracts or business plans which is disclosed by the Disclosing Party whether before, on or after the date hereof, in writing, orally, or by drawings or inspection of ideas, concepts, procedures, contracts or business plans to Recipient or any of its employees or agents. Any document or other material provided by the Disclosing Party to Recipient which is labeled “Confidential” shall be presumed to be Confidential Information of the Disclosing Party.

### §2

#### EXCLUSIONS

Confidential Information shall not include information which (a) is already in Recipient’s possession at the time of its disclosure by the Disclosing Party to Recipient, as shown by Recipient’s files and records as of the date hereof or of the date of the disclosure by the Disclosing Party to Recipient, whichever is sooner, (b) is now or becomes a part of the public domain other than by or through the fault of Recipient, (c) is rightfully received by Recipient from a third party who has a right to disclose such information, without restriction on disclosure and without breach of this or any other agreement, or (d) is independently developed by Recipient without use of or reference to any of the Confidential Information.

### §3

#### NON DISCLOSURE OF CONFIDENTIAL INFORMATION

Recipient agrees and promises that neither it nor any of its employees or agents will use for its or his own benefit, or disclose to any other person or entity, any Confidential Information. Notwithstanding the foregoing, the Disclosing Party agrees that Recipient may use such Confidential Information as may be or has been disclosed by the Disclosing Party to Recipient, pursuant to the terms hereof or otherwise, for the sole purpose set forth in this Agreement. Nothing in this Agreement shall be deemed or construed to grant to Recipient a license to use, sell, develop, exploit, copy or further develop any Confidential Information.



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### §4

#### **PROTECTION OF CONFIDENTIAL INFORMATION**

Recipient agrees to utilize its best efforts and take all such steps as may be reasonably necessary to prevent any confidential information that is disclosed to recipient or any of its employees or agents by the disclosing party or any agent thereof (whether or not authorized to disclose such confidential information), from being revealed to any person or entity other than those to whom the disclosing party has authorized recipient in writing to disclose such confidential information. In the event recipient becomes aware of any misappropriation or misuse by any person or entity of any confidential information, recipient shall immediately advise the disclosing party in writing and, in the event of any legal action brought by the disclosing party in connection therewith, recipient agrees that it will, at the disclosing party's expense, cooperate and provide such assistance as may be reasonably necessary to enable the disclosing party to successfully prosecute such legal action.

### §5

#### **PERSONS TO WHOM DISCLOSURE MAY BE MADE**

Recipient will disclose or permit access to any of the confidential information only to employees of recipient with a need to know. Recipient will advise each of those employees of the confidentiality restrictions of this agreement.

### §6

#### **NON-CIRCUMVENTION**

Each party agrees to protect the confidential nature of the other party's business, funding and other sources, and for a period of one (1) year after the date of this agreement, each party agrees to not contact such sources for any reason. (Such proprietary sources shall not include those already introduced or known to a party through such party's own efforts or those of any other third party).

### §7

#### **RETURN OF MATERIALS**

Upon either party's termination of its relationship with the other party, for any reason, recipient shall immediately return to the disclosing party any and all documents or other materials of any kind, containing or pertaining to any confidential information, together with any and all copies of the foregoing.



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### §8

#### **IRREPARABLE HARM; INJUNCTIVE RELIEF**

Recipient acknowledges that any unauthorized disclosure or use by recipient (or any other person or entity) of any confidential information, or any other breach by Recipient hereunder, will result in irreparable harm to the disclosing party. Recipient agrees that, in the event the disclosing party institutes any legal action arising out of or in connection with this agreement or the enforcement hereof or any breach or threatened breach hereof, the disclosing party shall be entitled to seek injunctive relief.

### §9

#### **TERM AND TERMINATION**

This Agreement shall continue until terminated. Either party may terminate this agreement with or without cause upon written notice to the other party, which shall be deemed effective when received. Notwithstanding the foregoing, the provisions of sections 3, 4, 5, 6, 7 and 8 hereof will survive termination of this agreement.

### §10

#### **MISCELLANEOUS**

This agreement will inure to the benefit of each party, its successors and assigns. Nothing in this agreement shall be construed as creating an employer/employee relationship between the parties, nor shall anything in this agreement be deemed to create a joint business venture or guarantee of work between the parties. **This Agreement shall be governed by Hong Kong law and venue for any legal action shall be in Hong Kong, SAR PRC.**

This agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous representations and understandings, whether oral or written. In the event that any provision hereof or any obligation hereunder is found invalid or unenforceable pursuant to judicial decree or decision, any such provision or obligation shall be deemed and construed to extend only to the maximum permitted by law, and the remainder of this agreement shall remain valid and enforceable according to its terms. In the event either party institutes legal proceedings to enforce any of the terms of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any damages that may be awarded.

This agreement may not be amended, waived or modified except by an instrument in writing executed by duly authorized representatives of the parties.



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**IN WITNESS WHEREOF**, the parties have executed this agreement by their duly authorized representatives as of the date first written above.

**ITHC**

INDUSTRIAL TECHNICAL HOLDING CORPORATION (ITHC)

Causeway Bay Comm Building

Room 903-A/9F 7

1-13 Sugar Street

Causeway Bay

SAR Hongkong

**COMPANY NAME**

\_\_\_\_\_

**ADRESSE**

\_\_\_\_\_

\_\_\_\_\_

**REPRESENTED BY**

Andreas Spiegler

CEO

**REPRESENTED BY**

\_\_\_\_\_

**NAME**

\_\_\_\_\_

**POSITION**

\_\_\_\_\_

**MISCELLANEOUS**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

**DATE**

**WITNESSED BY**

\_\_\_\_\_

\_\_\_\_\_

**ADRESS**

\_\_\_\_\_

**DATE**