**THIS CONFIDENTIALITY AGREEMENT (“this Agreement”) is made on \_\_\_21 August 2017\_\_\_\_**

**BETWEEN:**

1. Travel Prologue Pte Ltd, Registration Number 201432440N (“**Company**”); and
2. 北京蘑菇科技有限公司 (“**Party A**”).

**INTRODUCTION**

Party A intends to enter into discusssions with the shareholders or stakeholders of Company (“Discussion”), which has been set up to develop a comprehensive travel platform integrating both online and off-line suppliers, providing white label solutions to travel partners as well as organizations looking to provide travel related deals/services to their followers/members, creating online solutions for travel agencies and guides to create packages and/or gather consumer demand, and providing data analytics services to travel partners (“**Purpose**”). During or in connection with the Discussion, Confidential Information (as defined below) may be disclosed to Party A by Company, its shareholders, directors, staff, consultants or the other Disclosing Parties (as defined below) (and collectively the “Company Disclosing Parties”). The disclosure and receipt of any such Confidential Information is made subject to the terms of this Agreement.

**1. DEFINITIONS**

1.1 In this Agreement, “**Confidential Information**” means (subject to Clause 1.2) any information relating to Company or any of its holding companies or subsidiaries (whether direct or indirect) or associated companies, joint ventures or other related parties (each a “**Disclosing Party**” and collectively the “**Disclosing Parties**”) that is obtained, whether before or after the date of this Agreement, either in writing or orally or in a visual or an electronic form (including, without limitation, in a magnetic or digital form) and whether directly or indirectly from, or pursuant to the Discussion. It includes, without limitation, information relating to the products, customers, business, affairs, services, trade secrets, finances, contractual agreements, operational procedures, methods, know-how, future plans, techniques, strategies, and processes of any of the Disclosing Parties and all documents and other information whether prepared by any of the Disclosing Parties or any of their employees, agents, advisers, representatives or such other affiliated persons, which contain or reflect or are generated from this information and/or the Discussion;

1.2 Confidential Information does not include information which:

1.2.1 is or becomes generally available to the public other than as a result of breach of this Agreement or any other obligation of confidentiality binding on Party A;

1.2.2 can be demonstrated by written records or other reasonable evidence already in the possession of and lawfully acquired by Party A;

1.2.3 has been lawfully received from a third party which itself received it without restriction as to its use or disclosure; or

1.2.4 has been approved for release or use (in either case without restriction) by the Disclosing Parties in writing.

1.3 In this Agreement, a reference to a person includes a reference to a body corporate, association or partnership. Furthermore a reference to a body corporate, association or partnership includes a reference to any directors, employees, officers, agents or advisers of such body corporate, association or partnership.

**2. USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION**

2.1 In consideration of the disclosure of the Confidential Information to Party A by Company Disclosing Parties and all other good and existing consideration, subject to the terms of this Agreement, Party A agrees that it shall keep the Confidential Information strictly confidential and shall not disclose, reveal or permit the disclosure/use any Confidential Information to any third party in whole or in part, or use the Confidential Information, to any person not otherwise permitted herein. Party A agrees that the Confidential Information will be used solely for the Purpose.

2.2 Party A acknowledges that the Confidential Information is, and shall remain, the sole and exclusive property of the Disclosing Parties and/or its affiliates, and contains sensitive, competitive, and confidential and proprietary information that is valuable to the Disclosing Parties and such affiliates.

2.3 *Non-Solicitation*: Party A acknowledges that the services of the officers, employees or any other personnel of the Disclosing Parties are integral to the uninterrupted functioning and business continuity of the Disclosing Parties and in that regard Party A shall not, directly or indirectly, solicit, entice or induce for employment any such personnel with a view to or in a manner that results in such individual becoming directly or indirectly an employee of the Party A or any of its related parties.

**3. DURATION OF AGREEMENT**

This Agreement will commence on the date first specified above (the “**Effective Date**”) and continue for three (3) years from the Effective Date. Notwithstanding the foregoing, the obligations upon Party A not to use or disclose and to protect the Confidential Information of the Disclosing Parties under this Agreement shall survive any expiration or termination of this Agreement.

**4. GENERAL TERMS**

4.1 No right or licence is granted to Party A in relation to any Confidential Information except as expressly set out in this Agreement.

4.2 The parties acknowledge that:

4.2.1 the provisions of this Agreement shall continue in effect notwithstanding the conclusion of the Discussion or exit by the Party A from the Disclosing Parties; and

4.2.2 damages alone may not be an adequate remedy for any breach by Party A and, without prejudice to any and all other rights or remedies that it may have, all or such of the Disclosing Parties as appropriate may seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement.

4.3 Party A agrees to indemnify the Disclosing Parties against all costs, expenses, actions or claims directly or indirectly incurred or suffered by the Disclosing Parties as a result of any breach of this Agreement by the Party A.

4.4 The provisions of this Agreement may only be amended or modified by the agreement in writing signed by the parties to this Agreement.

4.5 This Agreement shall be binding upon, and shall inure for the benefit of, each party and their respective successors and assignees.

4.6 If any provisions of this Agreement are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

4.7 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

4.8 With the exception of the Disclosing Parties, which the parties agree shall be a beneficiary of the confidentially obligations hereunder owing by Party A, the parties to this Agreement intend that any term of this Agreement shall be enforceable by only the parties hereto and accordingly this Agreement shall not be enforceable by any third party by virtue of any existing laws.

**5 GOVERNING LAW AND JURISDICTION**

This Agreement and all matters arising from or in connection with it, shall be governed by and construed in accordance with, the laws of Singapore and the parties hereby submit to the exclusive jurisdiction of the Singapore courts.

**IN WITNESS WHEREOF** the parties have executed this Agreement on the day and year first above written.

Signed for and on behalf of:

**Travel Prologue Pte Ltd**, by **Party A** by

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