

## NONDISCLOSURE LETTER AGREEMENT

**Dear Junyan Qiu:**

For the purpose of assisting **Junyan Qiu** ("You") in determining [whether to enter into a business transaction with Stowk, Inc.] (the "Transaction"), this nondisclosure letter agreement ("Agreement") is made as of October 8, 2017 ("Effective Date") by and between Stowk, Inc. (the "Company") and You.

You agree to hold in strict confidence all "Confidential Information," meaning all information, whether verbal, written, electronic, or visual, obtained by You and relating to the Company's or the Company's affiliates', subsidiaries' and parent companies' business plans, financial information, projections or models, research and development, corporate structure, intellectual property, software, customers, and marketing. Notwithstanding the foregoing, Confidential Information does not include information which is (a) publicly available and previously known by You at the time of receipt from the Company, (b) approved in writing for release from this provision by the Company, (c) now or which hereafter becomes publicly available through no action or omission of You or Your employees, officers, directors, subsidiaries, or affiliates ("Affiliates"), or (d) independently developed by You without the use of, or reference to, Confidential Information. You further agree (i) not to make use of any Confidential Information in any manner other than for purposes of evaluating the Transaction and (ii) not to in any way share, sell, or distribute Confidential Information, without written consent of the Company, other than as required by court order. Immediately upon a written or emailed request by the Company, You will destroy and certify in writing such destruction of, all Confidential Information and all documents or media containing any Confidential Information, including extracts thereof, in Your or Your Affiliates' possession.

You acknowledge and agree that due to the unique nature of the Confidential Information, there can be no adequate remedy at law for any breach of Your obligations hereunder, and that upon any such breach or threat of breach, the Company shall be entitled to (a) specific performance and other injunctive relief without the necessity of posting a bond, (b) indemnification by You from any loss or harm, including, without limitation, attorney's fees and court costs, in connection with any breach or enforcement of Your obligations hereunder or the unauthorized use or release of any such Confidential Information of the Company, and (c) any other remedy at law or equity. You shall notify Company in writing immediately upon the occurrence of any such breach or threatened breach of this Agreement.

This Agreement shall be governed in all respects by the laws of the State of California, and venue shall be found exclusively in the courts of California. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees. This Agreement shall be binding upon the successors and assigns of the respective parties. No representation or warranty as to the accuracy or completeness of the Confidential Information is made. Only those representations and warranties in an executed definitive agreement entered into by the parties, if any, will have any legal effect.

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be waived, modified or amended except by an instrument in writing signed by the parties hereto.

Signed,

**RECIPIENT**

By: Stowk, Inc.

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

Name: Yasin Arif

Phone: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: October 8, 2017

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

Signature: 