

MUTUAL NON-DISCLOSURE AGREEMENT

Last updated: 18 August 2014

BY CLICKING TO AGREE TO THE TERMS OF THIS CONTRACT, YOU AGREE TO THE TERMS OF THIS AGREEMENT JUST AS IF YOU HAD SIGNED IT.

If an individual purports, and has the legal authority, to sign this agreement electronically on behalf of an employer or client, “you” refers to the employer or client. If not, “you” refers to the individual signing hereon. You are responsible for assuring that all the terms and conditions of this agreement are complied with.

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into as of the Effective Date, as defined below, between you and Exicon Limited, a company incorporated under the laws of Hong Kong with its business office at Room 302, 3/F Wilson House, 19-27 Wyndham Street, Central, Hong Kong (“Exicon”).

A party disclosing confidential information and a party receiving confidential information are hereafter referred to as “Discloser” and “Recipient” respectively, both of them are referred to as “parties” collectively.

- 1) The Effective Date of this Agreement shall be the calendar day on which Exicon receives electronic or written confirmation that You have agreed to the terms of this Agreement.
- 2) Each of the parties to this Agreement intends to disclose information (the Confidential Information) to the other party for the purpose of facilitating the introduction by Exicon of mobile application developers for commercial reasons to You (the Purpose).
- 3) Each party to this Agreement is referred to as ‘the Recipient’ when it receives or uses the Confidential Information disclosed by the other party.
- 4) The Recipient undertakes not to use the Confidential Information disclosed by the other party for any purpose except the Purpose, without first obtaining the written agreement of the other party.
- 5) The Recipient undertakes to keep the Confidential Information disclosed by the other party secure and not to disclose it to any third party except to its employees, professional advisers and others who specifically need to know the same for the Purpose, who know they owe a duty of confidence to the other party and who are bound by obligations equivalent to those in clause 4) above and this clause 5).
- 6) The undertakings in clauses 4) and 5) above apply to all of the information disclosed by each of the parties to the other, regardless of the way or form in which it is disclosed or recorded but they do not apply to:
 - a) any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
 - b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the other party.
- 7) Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.
- 8) The Recipient will, on request from the other party, return all copies and records of the Confidential Information disclosed by the other party to the Recipient and will not retain any copies or records of the Confidential Information disclosed by the other party.
- 9) Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the other party except the right to copy the Confidential Information disclosed by the other party solely for the Purpose.
- 10) The undertakings in clauses 4) and 5) will continue in force for three (3) years from the Effective Date of this Agreement.
- 11) This Agreement is governed by, and is to be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”). The Hong Kong Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.
- 12) This Agreement may be executed by electronic confirmation or in one or more counterparts, which, together, shall constitute one instrument. You acknowledge that by clicking on the “I Agree”, or similar button on the Exicon’s website, you are indicating your intent to sign the relevant document or record and that this shall constitute your signature. A PDF, digital signature or facsimile signature shall be as valid as the original.