**Non-Disclosure Agreement**

This Non-Disclosure entered into as of this date, 29th May 2020, (the “Agreement”), is made between Mr Andrew Craig of SEO Leaders Ltd (“Disclosing Party”), and 金学成 (“Recipient”).

**Background**

The Parties hereto desire to participate in discussions/demo and software development activities and testing regarding software applications involving the Multibrowse SAAS concept and software product and related products and other Digisuite SAAS products (the “Transaction”). Multibrowse and Digisuite are both trading brands of SEO Leaders Ltd. During these discussions/demos and software developments, Disclosing Party may share certain proprietary information with the Recipient. Therefore,the parties agree to the following:

**Terms**

**1. Definition of Confidential Information**

* 1. **Information**. For purposes of this Agreement, “Information” shall mean, without limitation, all that pertains to the Transaction, all intellectual property, strategic information, financial statements or projections, business plans, prototypes, drawings, data, trade secrets, business records, customer lists, supplier agreements, partnership or joint venture agreements, license agreements, marketing plans, employee lists, policies and procedures, software code, license server code, php code or any other type of code, information relating to processes, technologies or theory and any or all other information which may be disclosed by the Disclosing Party to the Recipient in accordance with this Agreement.
  2. **Exclusions**. Confidential Information shall not include information which: (i) was known by the Recipient prior to receiving the Confidential Information from the Disclosing Party; (ii) becomes rightfully known to the Recipient from a third-party source not known by the Recipient to be under an obligation to Disclosing Party to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Recipient in breach of this Agreement; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation; or (v) is or has been independently developed by employees, consultants or agents of the Recipient without violation of the terms of this Agreement or reference or access to any Confidential Information.

**2. Disclosure of Confidential Information**

* 1. **Non-Disclosure of Information.** The Recipient acknowledges the competitive value and confidential nature of the Information and the damages that would result to the Disclosing Party if any such information were disclosed. Therefore, the Recipient shall: (i) keep the Information confidential; (ii) use the same degree of care to avoid unauthorised disclosure of the Information as it employs with respect to its own information which it does not desire to disclose; and (iii) at all times use at least reasonable care to avoid unauthorised disclosure of information. Disclosure may be authorized only by express written consent communicated by the Disclosing Party to Recipient.

**3. Term**

* 1. **Period of Agreement.** This Agreement shall remain in effect indefinitely in relation to any project work or discussions of project works between the parties
  2. **Return of Confidential Information.** Upon termination, the Recipient shall return all Confidential Information or, at the request of the Disclosing Party, destroy it.

**4. Disclaimer**

The Recipient understands that neither the Disclosing Party nor any of its representatives or advisors has made or herein makes any representation or warranty as to the accuracy or completeness of the Information.

**5. Remedies**

Damages for breach of confidentiality under a breach of contract theory are typically difficult to quantify and the loss cannot be measured fully in money damages. Thus, the harm is irreparable.

**5.0**Breach of this agreement could incur legal action against the disclosing party and full legal recompense being sought for financial damages incurred, IP disclosure losses and financial losses incurred, losses to current profit or future profits and any other damages deemed applicable to the situation.

**6. Miscellaneous**

* 1. The Disclosing Party retains all rights of ownership to the Confidential Information. No title is transferred upon acknowledgment of this agreement.
  2. TheDisclosing Party and Recipient are independent of one another and this Agreement does not establish any relationship between the parties.
  3. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
  4. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of the remainder of this Agreement or any other provision hereof.
  5. This Agreement may be executed in any number of counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written. It is expressly understood and that this Agreement does not obligate either party to enter into any other or further agreements.
  6. All software and related digital products from the projects covered by this agreement (Multibrowse SAAS, Digisuite SAAS products or other SEO Leaders Ltd software products) is proprietary code owned in full by the Disclosing Party (Andrew Craig of SEO Leaders) and shall not be leased, shared, re used or sold by the Recipient in any form. All code developed under projects with Mr Andrew Craig of SEO Leaders and 金学成 will remain the full property of Andrew Craig indefinitely and all rights to licensing, ownership and usage are owned by Mr Andrew Craig indefinitely (SEO Leaders Ltd). This agreement remains in force indefinitely should the two parties cease to work together for any reason.

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| **Disclosing Party**  Your Name Andrew Craig  Your Full Address SEO Leaders Ltd  Lydgate House  Lydgate Lane  Sheffield  S10 5FH  Phone Number +447799810567  Email andrew@and1c.com | **Recipient**  Your Name 金学成  Your Full Address  Group 3, No.1 Committee, Ganzhou Town, Zhanggong District  Phone Number +8602547753  Email tomas19860629@gmail.com |
| Signed: Andrew Craig  Date: 29 - 05 - 2020 | Signed: 金学成  Date:06 – 07 - 2020 |