



Non-Disclosure Agreement

This Non-Disclosure Agreement, dated as of 23 March 2020 (the “Effective Date”) governs the disclosure of information by Vivarch Enrichment Group (the “Company”) to Shaun Chua Tok Jiat,

members of General Assembly’s DSI course (the “Recipient”) for the purpose of the DSI course (the “Course”).

1. **Confidential Information.** As used herein, “Confidential Information” shall mean any and all technical and non-technical information that Company provides Recipient, whether in graphic, electronic, written or oral form, and including but not limited to patent applications and other filings, trade secrets, and any other proprietary information, as well as any ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, algorithms, software programs, documents, and formulae related to the current, future, and proposed products and services of Company, and also any information concerning any research, experimental work, development, design details and specifications, engineering, financial information, purchasing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, or marketing plans of Company and any information Company provides regarding third parties. Notwithstanding the foregoing, “Confidential Information” does not include information which (a) is now, or hereafter becomes, through no act or failure to act on the part of the Recipient, generally known or available; (b) is known by the Recipient at the time of receiving such information; or (c) is hereafter furnished to the Recipient by a third party, as a matter of right and without restriction on disclosure.
 2. **Non-Disclosure.** Recipient agrees that it will hold in strict confidence and not disclose to any third party any Confidential Information except as provided for in Section 4 below.
 3. **Notice of Disclosure.** Recipient shall immediately notify Company upon discovery of any loss or unauthorized disclosure of the Confidential Information.
 4. **Use of Confidential Information.** Recipient may use Confidential Information to complete the final DSI course project and create Completed Work. As used in this Agreement, “Completed Work” means work product resulting from Recipient’s final DSI course project. **While the Company retains the ability to use the Completed Work without restriction, Recipient may use Completed Work in connection with his or her personal or professional online portfolios. Outside the scope of the DSI course and the Completed Work included in the Recipient’s portfolio, Recipient shall not make, have made, use or sell for any purpose any product or service or other item using, incorporating or derived from any Confidential Information, nor make any filings or registrations based on the receipt or use of the Confidential Information, absent separate written approval of Company.**
 5. **No Reproduction.** Outside the scope of the DSI course and the Completed Work, Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this
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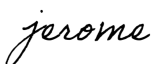


Agreement. Any additional reproduction of any Confidential Information outside the scope of the DSI course and the Completed Work shall remain the property of Company and shall contain any and all confidential or proprietary notices or legends which appear on the original.


6. **Term.** This Agreement shall terminate three (3) years after the Effective Date, or may be terminated by either party at any time upon thirty (30) days written notice to the other party; provided, however, Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors and assigns. Upon written request of Company, Recipient shall promptly return to the Company all documents and other tangible materials representing the Confidential Information and all copies thereof.

In Witness Whereof, the parties hereto have caused this Non-Disclosure Agreement to be executed as of the Effective Date.

Company representative(s)

| | | |
|-------------------|--|----------------------|
| <u>Jerome Gan</u> | <u></u> | <u>24 March 2020</u> |
| Name (print) | Signature | Date |
| <u></u> | <u></u> | <u></u> |
| Name (print) | Signature | Date |

Recipients

| | | |
|----------------------------|---|----------------------|
| <u>Shaun Chua Tok Jiat</u> | <u></u> | <u>23 March 2020</u> |
| Name (print) | Signature | Date |
| <u></u> | <u></u> | <u></u> |
| Name (print) | Signature | Date |
| <u></u> | <u></u> | <u></u> |
| Name (print) | Signature | Date |
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| Name (print) | Signature | Date |