

NON DISCLOSURE AGREEMENT

This Agreement for exchange of confidential information (the “**Agreement**”) is entered into as of _____ (the “**Effective Date**”) by and between _____ (Company/Personal Name), a (Country) entity with _____ (Registrstration Number), having its registered office

at _____ (the “**Discloser**”) and _____ Shenzhen LKKER SCM Co.,Ltd an entity incorporated in _____ China with Registration No. _____ 91440300360014617A having its registered office at _____ F10 CEEC Building Of Upperhills, Huanggang Road 5001, Huafu Street, Futian District, Shenzhen, China 518000

(the “**Recipient**”, hereinafter referred to together with the Discloser as the “**Parties**” or the “**Party**” when referring to any of them)

1. Term: This Agreement shall have a term of two (2) year from the Effective Date. Discloser may obtain an extension of the Term by giving a renewal notice to the other Recipient.

2. Purpose: Discloser intends to share confidential information (“**Confidential Information**”, further defined in Clause 4) for a potential business relationship with Recipient (“**Purpose**”).

3. Definitions: Discloser, including its Affiliates (as defined below), employees, agents, consultants, or representatives, may disclose Confidential Information under this Agreement to Recipient for the Purpose. For the purpose of this Agreement, “**Affiliates**” shall mean any legal entity which is directly or indirectly controlling, controlled by or under the common control of a Party.

4. Confidential Information: All information disclosed by Discloser to Recipient hereunder relating to Discloser’s business, including, without limitation, computer programs, technical drawings, algorithms, processes, designs, reports, specifications, trade secrets, inventions, marketing information, potential or actual customer related information, employee information, schematics, and other technical, business, financial, product development plans, strategies or any other information, is hereinafter referred to as “**Confidential Information**”. Information which is orally or visually disclosed, or is disclosed in writing without being marked as confidential, shall constitute Confidential Information as well. It is not considered Confidential Information if

- a) It is lawfully known by the Recipient at the time of disclosure without any obligation to keep it confidential;
- b) Becomes, through no fault of the Recipient, known or available to the public;

SHENZHEN LKKER SCM CO., LTD

- c) Being prior and independently developed by the Recipient without use or reference to such Confidential Information; or
- d) Rightfully disclosed to Recipient by a third party without any restrictions on disclosure.

5. Confidentiality Obligation: Recipient agrees that it shall

- a) Not use any such Confidential Information except for the Purpose of this Agreement;
- b) Hold the Confidential Information in confidence and shall take all best precautions to protect such Confidential Information from unauthorized disclosure including equal or better precautions that Recipient employs to protect its own confidential material;
- c) Not divulge any such Confidential Information to any third party without prior approval of Discloser;

6. Survival, Exception & Return: Confidentiality obligations under this Agreement shall survive for a period of 2 years following the expiry of this Agreement, provided that the obligations shall be perpetual with regard to any trade secret that may be disclosed hereunder. Recipient may make disclosures to the extent required by law, provided the Recipient promptly notifies the Discloser in writing about such requirement to disclose. Recipient will return to Discloser, upon simple request, any Confidential Information under its possession or control and/or destroy all documents or media containing any such Confidential Information.

7. Breach responsibility: In any cases the receiving party disobeyed the agreement, that will cause infringement consequence to the disclosed party. As a result, the receiving party will take all responsibility of the actual losses for the disclosed party due to the behavior for breaching of this contract.

8. Disputes: This Agreement is governed by the laws of the China Mainland, but does not invoke its legal conflict rules. Any dispute arising out of or in connection with this Agreement, shall be in the first instance settled by friendly negotiations. Should these negotiations not lead to any result acceptable to both of the parties, then such dispute shall be referred to and finally resolved by the China International Economic and Trade Arbitration Commission (Beijing Office) ("CIETAC") in accordance with the CIETAC Rules for the time being in force.

9. Counterpart: This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a \".pdf\" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or \".pdf\" signature page were an original thereof.

This Agreement may be modified only by an amendment executed in writing by a duly authorized representative of both Parties.



SHENZHEN LKKER SCM CO., LTD

[signature page to follow]

Discloser:

Recipient : ShenZhen LKKER SCM CO., LTD

Stamp:

Stamp:

Signature:

Signature:

Date:

Date: