



CONFIDENTIALITY, NON-SOLICITATION AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into between the two signing parties, The ODM Group (comprising ODM Asia Ltd Hong Kong, ODM Shanghai Rep office, ODM Innovations Singapore & Minsparkz division) & inventor whose name is identified at the end of this document, on the date indicated therein.

WHEREAS, each entity executing this Agreement (hereinafter "Party") agrees that, to facilitate possible future business relationships and/or transactions, it may be appropriate to share certain information on a confidential basis.

NOW THEREFORE, the parties hereby agree as follows:

1. Confidential Information (as defined below), disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") shall be protected hereunder against unrestricted disclosure or competitive use by the Receiving Party.
2. "Confidential Information" shall mean any proprietary financial, commercial, strategic and technical information (whether in written or electronic form or verbally conveyed) disclosed by the Disclosing Party or any of its agents and employees orally, electronically or in writing to the Receiving Party (whether or not such information is expressly stated as confidential) concerning the Disclosing Party or any of its subsidiaries or affiliates.
3. The Receiving Party acknowledges that the Disclosing Party has advised it that the Confidential Information is valuable, proprietary and confidential. Confidential Information of the Disclosing Party shall be treated as confidential and safeguarded hereunder by the Receiving Party for a period of five (5) years from the date of disclosure unless earlier waived in writing by the Disclosing Party.
4. The Receiving Party agrees that (a) any Confidential Information disclosed hereunder shall only be used by the Receiving Party solely for the purpose for which such Confidential Information is disclosed and (b) except as may be required by applicable law or legal process or disclosure requirements of the rules governing listing of securities on any given stock exchange if the Receiving Party's shares are listed on such stock exchange, the Receiving Party shall not disclose or disseminate such Confidential Information to anyone, except to those employees (including employees of its parent, subsidiaries and affiliates), agents or representatives, and professional advisers who have a need to know such Confidential Information for the purpose for which it is disclosed and who agree to be bound by the applicable terms of confidentiality of this Agreement, unless and until such time as such Confidential Information:
 - is available generally to the public, other than as a result of a breach of this Agreement; or,
 - is disclosed lawfully to the Receiving Party by a third party who is free lawfully to disclose the same; or,
 - The applicable period of confidentiality pursuant to paragraph 3 has ended.
5. The Receiving Party shall use reasonable endeavors to ensure that its employees (including employees of its parent, subsidiaries and affiliates), agents or representatives, and professional advisers comply with the terms of their confidentiality agreements and shall be responsible for all disclosures, copying and uses of the Confidential Information by its employees (including employees of its parent, subsidiaries and affiliates), agents or representatives, and professional advisers.



6. Upon expiration of the period of confidentiality, or sooner upon written request of the Disclosing Party, all Confidential Information in the possession of the Receiving Party shall be returned to the Disclosing Party or destroyed, at the option and instruction of the Disclosing Party. If the Disclosing Party instructs the Receiving Party to destroy the Disclosing Party's Confidential Information, the Receiving Party shall do so and one of its officers thereafter shall certify that it has done so.
7. It is understood that this Agreement is not intended to, and does not, obligate either Party to enter into any further agreements or to proceed with any relationship or other transaction.
8. The Receiving Party shall ensure that to the extent necessary for Confidential Information to be made accessible to its affiliated companies, this Agreement be binding on those affiliated companies.
9. The Receiving Party agrees that it shall not and shall procure that no company owned or controlled by it and no person on its behalf shall canvass, solicit or endeavour to entice away any director or employee of the Disclosing Party or any of its subsidiaries.
10. The Receiving Party agrees that any breach of this Agreement by the Receiving Party or any of its employees (including employees of its parent, subsidiaries and affiliates), agents or representatives and professional advisers will result in irreparable harm to the Disclosing Party, that money damages would not be a sufficient remedy and that the Disclosing Party will be entitled to specific performance and injunctive relief for any such breach. Such remedies shall not be deemed to be the exclusive remedies, but shall be in addition to all other remedies available at law or in equity.
11. The Receiving Party covenants that until the expiry of the period of confidentiality mentioned in paragraph 3, it shall not and shall procure that no company owned or controlled by it and no person on its behalf shall in relation to any goods or services supplied by the Company or any subsidiary of the Company canvass, solicit the custom of or endeavour to entice away from the Company or any subsidiary of the Company any person, firm or company which has at any time during the twelve months before the signature of this Agreement been a customer of or in the habit of dealing with the Disclosing Party or any subsidiary of the Disclosing Party in relation to such goods or services by making use of the Confidential Information.
12. This Agreement shall be governed by the laws of the Hong Kong SAR.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date indicated below the signatures.

For and on behalf of Inventor

For and on behalf of The ODM Group

Name :

Name :

Title :

Title:

Date :

Date :