

NON-DISCLOSURE AGREEMENT

This Agreement is entered into this _____ day of _____, 201_, by and between Tetro Limited, a Hong Kong company with its registered office at 4A, Shipyard Lane, Quarry Bay, Hong Kong, for itself and its subsidiaries and affiliates (hereafter “Tetro”), and _____ a [] company with its registered office at _____ for itself and its subsidiaries and affiliates (hereafter “Customer”).

In order to protect certain Confidential Information (as defined below), Customer and Tetro, individually referred to as a “Party” and collectively referred to as the “Parties” agree that:

1. The effective Date of this Non-Disclosure Agreement (hereafter the “**Agreement**”) is _____.
2. The Agreement shall apply to all Confidential Information disclosed between the parties.
3. The confidential information disclosed under this Agreement (hereafter the “**Confidential Information**”) shall include any and all current and future product information, roadmap, technical or financial information and other business information including, but not limited to reports, plans, documents, drawings, machines, tools, models, patent disclosures, samples, materials, and request for proposals that may be disclosed between the parties whether in written, oral, electronic, website-based, or other form.
4. This Agreement shall remain in effect until it is terminated by either party with thirty (30) days prior written notice. The terms and conditions of this Agreement shall survive any such termination with respect to Confidential Information that is disclosed prior to the effective date of termination. The Parties receiving Confidential Information (each hereafter, a “**Recipient**”) will use the Confidential Information only for the purpose and in connection with the business relationship with the Party disclosing the Confidential Information (hereafter, the “**Discloser**”).
5. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed.
6. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own similar information to protect the Confidential Information and to prevent (a) any use of Confidential Information not authorized in this Agreement, (b) dissemination of Confidential Information to any employee of Recipient without a need to know, (c) communication of Confidential information to any third party, or (d) publication of Confidential Information.
7. A Recipient will have a duty to protect Confidential Information (a) if it is marked or accompanied by documents clearly and conspicuously designating them as “Confidential” or the equivalent; (b) if it is identified by the Discloser as confidential before, during or promptly after the presentation or communication, or (c) even if not so marked or identified, if it comes within the description of the information set out in paragraph 3 above.
8. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) was known to the Recipient before receipt from the Discloser through lawful channels of communication, (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient without a breach of this

Agreement or access to the Confidential Information; or (f) is disclosed by the Recipient with the Discloser's prior written approval. If a Recipient is required by a government body or court of law to disclose Confidential Information, the Recipient agrees to give the Discloser reasonable advance notice so that Discloser may contest the disclosure or seek a protective order.

9. Each Discloser warrants that it has the right to disclose its Confidential Information.
10. This Agreement imposes no obligation on a party to exchange Confidential Information or to purchase, sell, license, transfer or otherwise make use of any technology, services or products.
11. No Party acquires any intellectual property rights under this Agreement.
12. Subject to the obligations of this Agreement, the Parties will not be precluded from independently developing, or improving technology or pursuing business opportunities similar to those covered by this Agreement. Subject to the obligations of this Agreement, this Agreement does not restrict either Party from developing for itself and/or for any third party, or marketing competitive products or services.
13. Each party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.
14. The obligations and duties imposed by this Agreement with respect to any Confidential Information may be enforced by the Discloser of such Confidential Information against any and all Recipients of such Confidential Information.
15. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable without the prior written consent of the other party. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.
16. This Agreement shall be governed exclusively by and construed solely in accordance with, the laws of Hong Kong, and the courts in Hong Kong shall have the sole and exclusive jurisdiction in case of any conflict arising out of this Agreement.

In Witness Whereof, the parties have signed this Agreement on the date first above written.

For Customer:

For Tetro Limited:

Signature

Signature

Full Name

Full Name

Title

Title