



NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT (“Agreement”) is made on the _____ day of _____ 2021
(“Effective Date”)

BETWEEN:

- (1) **HKT Payment Limited** whose registered office is situated at 39th Floor, PCCW Tower, TaiKoo Place, 979 King’s Road, Quarry Bay, Hong Kong (**“HKT”**); and
- (2) _____, whose registered office is situated at _____ **(“Party B”)**

(HKT and Party B shall collectively be referred to as the **“Parties”** and a **“Party”** shall be construed accordingly).

WHEREAS:

- 1. HKT and Party B (and/or their respective Affiliates (as defined in Schedule A to this Agreement)) will be disclosing to each other certain commercially valuable, proprietary and confidential business information and trade secrets in relation to Online Payment Gateway (**“Project”**).
- 2. HKT and Party B agree to hold such proprietary and confidential information which they each receive from the other Party (and/or its Affiliates) in the strictest confidence upon the terms and conditions of this Agreement.

In consideration of the promises and the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which each Party hereby acknowledges, HKT and Party B agree to be bound by the terms and conditions of this Agreement including those set out at Schedule A to this Agreement.

For and on behalf of

For and on behalf of

HKT Payment Limited

Name:

Name:

Title:

Title:

SCHEDULE A

DETAILED TERMS AND CONDITIONS OF NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

1. For the purpose of this Agreement, “**Confidential Information**” is defined as the fact that the Parties are in discussions regarding the Project and any and all information disclosed by the Parties (whether before or after the date of this Agreement and whether in written, oral or other tangible or intangible form), including but not limited to discoveries, ideas, inventions, concepts, know-how (whether patentable or not), research, development, designs, specifications, drawings, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, algorithms, software programs, marketing information, customer names, customer information, technical, financial or business information, intellectual property rights, patent applications, product information, and trade secrets whether or not labelled as “Confidential” or likewise, which is not generally available to the public.
2. Each Party (“**Receiving Party**”) agrees and undertakes to hold the Confidential Information received from the other Party (“**Disclosing Party**”) as absolutely secret and in the strictest confidence and shall not at any time disclose or use or permit to be disclosed or used any of the Confidential Information for any purpose other than the Project or as specified in this Agreement.
3. The Receiving Party shall exercise reasonable care in protecting the Confidential Information of the Disclosing Party and in any event, not less than the level of care which it exercises with respect to its own confidential information.
4. The Receiving Party may disclose the Confidential Information to its employees (“**Authorised Parties**”) on a need-to-know basis and only to the extent necessary for each of them to perform its duties in relation to the Project. For the purpose of this Agreement, an “**Affiliate**” means any entity which directly or indirectly controls, or is controlled by, or is under common control with, a Party, where control means control of at least 50% of the voting power of securities or interests in such entity.
5. The Receiving Party undertakes to inform the Authorised Parties who may have access to the Confidential Information that such information should be kept in the strictest confidence and to procure undertakings from the Authorised Parties not to disclose any of the Confidential Information to any person, firm or company whether during or after their employment or engagement with the Receiving Party. In the event of any breach by any of the Authorised Parties of any undertakings as to non-disclosure which they have given to the Receiving Party, the Receiving Party shall upon the request of the Disclosing Party enforce that undertaking.
6. The obligations of confidentiality under this Agreement shall not apply to any part of the Confidential Information which:
 - (a) was already in the public domain or which becomes so through no fault of the Receiving Party;
 - (b) was already known to the Receiving Party prior to receipt of such information;

- (c) was disclosed to the Receiving Party, in good faith, by a third party owing no duty of confidentiality towards the Disclosing Party in respect of such information;
- (d) is explicitly approved for release by written authorization of the Disclosing Party; or
- (e) as may be required or provided by any law, rule, regulation, code, guidelines or any order, judgement or decree of any court, or pursuant to any request or demand by any regulatory or government authority, including without limitation any stock exchanges.

If a Receiving Party has an obligation to make any disclosure pursuant to Clause 6(e), the Receiving Party shall give the Disclosing Party reasonable opportunity to review and comment on any such disclosure before it is made or issued and the approval of the Disclosing Party shall be required for any specific references therein to the Disclosing Party or its affairs (provided always that this shall not have the effect of preventing the Party making the disclosure from complying with its legal, regulatory, stock exchange or judicial obligations).

7. Subject to Clause 8, this Agreement will terminate after the expiration of 12 months from the date of the Project.
8. Either Party may terminate this Agreement with or without cause by giving at least 30 days' written notice to the other.
9. On termination of this Agreement for whatever reason:
 - (a) the Receiving Party shall immediately upon the request of the Disclosing Party return all the Confidential Information and any copies of that information to the Disclosing Party; and
 - (b) the obligations of confidentiality under this Agreement shall continue for a period of three (3) years from the date of the final disclosure of Confidential Information.
10. All rights, title and interest in the Confidential Information remain in the Disclosing Party. No license, whether express or implied in the Confidential Information is granted to the Receiving Party other than to use the Confidential Information in the manner and to the extent authorized by this Agreement.
11. The Receiving Party acknowledges that the Disclosing Party will be irreparably harmed by any breach by the Receiving Party of its obligations under this Agreement and that a remedy at law may be insufficient to protect the Disclosing Party's interest in the event of such breach. By reason thereof, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent a breach or to curtail any breach or threatened breach of this Agreement by the Receiving Party. The Receiving Party waives any right to challenge any such claim for equitable relief by the Disclosing Party on the basis that an adequate remedy at law exists.
12. The Receiving Party shall indemnify the Disclosing Party against any loss, damage, cost or expense which the Disclosing Party may suffer or incur by reason of any breach by the

Receiving Party and/or the Authorised Parties of the undertakings and obligations contained or referred to in this Agreement.

13. The Disclosing Party shall not be liable for any errors or omissions in the Confidential Information. The Disclosing Party does not make any representations or warranties concerning the use of the Confidential Information, the results to be obtained from it, or the accuracy or completeness of the Confidential Information. The Receiving Party should satisfy itself through independent inquiry and investigation with respect to these matters.
14. The validity and interpretation of this Agreement shall be governed in all respects by the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the Parties shall submit to the non-exclusive jurisdiction of the courts of Hong Kong in the event of dispute.
15. Neither Party shall assign, transfer, convey, license or otherwise dispose of, wholly or partially, the rights and obligations under this Agreement without the prior written consent of the other Party, except that HKT may assign any or all of its rights and obligations under this Agreement to any of its Affiliates or to any company or other business entity in which such Affiliate directly or indirectly has a controlling interest or exerts significant influence over the management and policies from time to time.
16. This Agreement embodies the entire understanding between the Parties in relation to its subject matter and there are no promises, terms, conditions or obligations, oral or written, expressed or implied other than those contained in this Agreement. No amendment or variation of this Agreement shall be effective unless it is in writing and signed by the Parties.
17. Any notice required to be given under the provisions of this Agreement shall be sufficiently given if sent by facsimile, or registered post addressed to the principal or registered office of the Party to be served. Any such notice shall be deemed to have been received and given at the time when in the ordinary course of transmission it should have been delivered at the address and facsimile number to which it was sent.
18. No failure or delay on the part of the Parties to exercise any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by either of the Party of any rights, power or remedy. The rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies by law.
19. If any provisions of this Agreement shall be construed to be illegal or invalid, it or they shall not affect the legality, validity and enforceability of the other provisions of this Agreement. The illegal or invalid provision shall be deleted from this Agreement and no longer incorporated as a term of this Agreement but all other provisions of this Agreement shall continue.