



NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is entered into by and between:

Full Name: _____

ID/Registration Number: _____

("Disclosing Party")

And

Think Digital Limited t/a Grad Coach International

Registration Number: 2904310

("Receiving Party")

For the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

The parties (and their respective representatives) agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information.

For purposes of this Agreement, "Confidential information" shall, for the purpose of this agreement include, without limitation, any technical, commercial, scientific information, know-how, trade secrets, processes, machinery, designs, drawings, technical specifications, financial statements and commercially valuable data in whatever form, communicated to the receiving party or acquired by the receiving party from the disclosing party during the course of engagement.

2. Exclusions from Confidential Information.

Receiving Party's obligations under this Agreement do not extend to information that is:

- a) Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party.
- b) Discovered by the Receiving Party before disclosure by Disclosing Party.
- c) Learned by the Receiving Party through legitimate means other than from the Disclosing Party.

3. Obligations of Receiving Party.

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party.

Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods.

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement.

5. Relationships.

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6. Severability.

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. Integration.

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver.

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9. Successors and Assigns.

This Agreement and each party's obligations hereunder shall be binding on the representatives, assigns, and successors of such party.

10. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong, without regard to conflict of law principles.

11. Arbitration.

Any controversy, claim or dispute arising out of or relating to this Agreement or the matters covered hereby shall be resolved solely by confidential binding arbitration in Hong Kong under the applicable commercial arbitration rules in existence at the time of commencement of the arbitration, in front of one arbitrator. Each party shall bear their own attorney fees, expert witness fees, and costs, and half of the arbitrator's fees.



This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

Signature: _____

Full Name: _____

On Behalf of Think Digital Limited t/a Grad Coach International ("Receiving Party")

Date: _____

Signature: _____

Full Name: _____

The "Disclosing party"

Date: _____