Appendix 2: Non-Disclosure Agreement

Information Security and Confidentiality Agreement

Party A: The Chinese University of Hong Kong, Shenzhen Address:

No. 2001, Longxiang Blvd., Longgang District, Shenzhen

Party B:

Address:

Whereas:

1. The Parties hereto are currently working on XX project.
2. This Agreement is made for protecting sensitive data (hereinafter referred to as "confidential information") already or to be provided or disclosed by Party A to Party B for the purpose of project cooperation. Party B is the information technology service provider, as such it may come into contact with and obtain Party A's confidential information when providing technical services to Party A.
3. The Parties hereto agree that, except for use of confidential information in ways otherwise agreed in writing by and between both Parties, they shall use confidential information in ways specified herein and assume the obligation of confidentiality.

In order to ensure the successful performance of the XX project contract (hereinafter referred to as the "original contract") entered into by and between both Parties, the Parties hereto agrees as follows.

I. Confidential Information

1. Confidential information includes but is not limited to the following: XXXX
2. The above-mentioned confidential information may take the form of data, texts that are contained in tangible media such as documents, CDs, software, books, etc., and transmitted by oral and other audiovisual methods.

II. Rights and Obligations of the Parties

1. As the provider of information technology service, Party B shall not disclose Party A's confidential information to any third party during the provision of service to Party A and shall endeavor to prevent inadvertent disclosure of such confidential information to any third party.
2. Without the written consent of Party A, Party B shall not use Party A's confidential information or distribute such information within its own organization, except for any information required for negotiation and discussion with Party A's personnel or for assistance provided to Party A or for any other purposes approved by written authorization of Party A after the execution hereof. Party B shall be held liable for any breach of confidentiality by its own personnel who may come into contact with Party A's confidential information.
3. Party B shall not use any confidential information related to Party A for its own interests or for the benefit of any other party other than those specified in this Agreement.
4. Party B's confidentiality obligation doesn't apply to information : (a) that is already in the public domain upon Party A's disclosure thereof; (b) that enters the public domain due to reasons other than Party B's fault after Party A's disclosure thereof; (c) that is already disclosed to Party B without attaching any confidentiality obligation upon Party A's disclosure thereof; (d) as proven by written proof, any information that is independently developed by Party B without using any confidential information of Party A; (e) Any information that is required to be disclosed according to a court order or government order.
5. This Confidentiality Agreement, the disclosure of confidential information and negotiations between the Parties thereafter do not give rise to any obligations other than those specified herein. The execution of this Agreement or the disclosure of confidential information to Party B thereafter shall not be deemed to confer to Party B any intellectual property rights or any other right of any kind to said information.
6. All confidential information is provided on an "as is" basis and neither Party gives any warranty (express, implied or otherwise) as to its accuracy, completeness or performance.

7. All materials provided by Party A to Party B and Party A's confidential information obtained by Party B when providing information technology services to Party A, including but not limited to documents, data, designs and lists, shall remain the property owned by Party A. Upon written notice from Party A, Party B shall promptly return said materials and information (the original copy thereof and other copies made thereon) and delete any relevant information stored on Party B's computer, server or other storage media.
8. Party B's confidentiality obligations shall survive the expiration of the technical service period agreed by both Parties, and Party A has the right to hold Party B liable for any breach of such confidentiality obligations in accordance with the *Contract Law* and the *Tort Liability Law of the People's Republic of China*.

III. Liability for Breach of Contract

1. Where Party B or its personnel (including those who have left the company after coming into contact with Party A's confidential information) have violated the confidentiality obligations stipulated herein, Party B shall stop such violation immediately and bear the liability for compensation of any loss caused by such violation to Party A; if Party B fails to rectify the violation in time, it shall be held liable for compensation of any further loss arising therefrom;
2. Where Party B violates this Confidentiality Agreement, Party A may unilaterally terminate this Agreement, and Party B shall pay liquidated damages (in the amount of 30% of the actual loss arising therefrom, said loss shall be assessed and determined by Party A or a third-party appraisal agency (the expenses shall be borne by Party B) engaged by Party A and the liquidated damages shall be paid within 30 days after the issuance of the appraisal report) and compensate Party A for any loss arising therefrom.

IV. The Governing Law and Dispute Resolution

1. This Agreement is governed by *the Laws of the People's Republic of China*.

2. All disputes arising out of or in connection with this Agreement shall be resolved through friendly negotiation between both Parties. If the friendly negotiation fails, either Party may submit the dispute to the Shenzhen International Court of Arbitration (Shenzhen Arbitration Commission) for arbitration to be conducted in Shenzhen in accordance with then effective and applicable arbitration rules of the Commission.
3. During the course of the arbitration, both Parties shall continue to perform parts of this Agreement that are not related thereto.

V. Entry into Force and Miscellaneous

1. This Agreement and any amendments, attachments, changes or additions hereof shall take effect upon execution by the Company and the acceptance and signature of the authorized representatives of both Parties.
2. This Agreement is made in duplicate, with each Party holding one copy and both copies having the same legal effect.
3. This Agreement shall enter into force on the date of signature and seal of both Parties, and shall remain effective until _____ (generally the expiration date of the Contract, but could be dates otherwise agreed upon for major projects).

Party A:	Party B:
Seal:	Seal:
Authorized representative:	Authorized representative:
Date:	Date