



ZAMA Confidentiality Agreement

Between

Zama Corporation Ltd.

7-9, Dai King Street, Tai Po Industrial Estate, Tai Po, N.T., Hong Kong

-hereinafter referred to as 'Zama'

And

-hereinafter referred to as 'SUPPLIER'

Zama and SUPPLIER maintain a close supply relationship in which Zama obtains goods and /or services from SUPPLIER. In the course of this supply relationship Zama continuously discloses information to SUPPLIER for several purposes. For their continuous cooperation, Zama and SUPPLIER reach the following agreement on the handling of this information.

1. In the course of cooperation, ZAMA will probably make available to SUPPLIER technical know-how or business or company secrets give insight to documentation, hand over documents or material and/or grant SUPPLIER admittance to the company premises (hereinafter referred to as "INFORMATION")
2. Unless otherwise agreed upon, all INFORMATION that is disclosed to SUPPLIER by ZAMA shall be treated as confidential INFORMATION. This also applies to the cooperation itself and the conclusion of this agreement. In particular, SUPPLIER is not entitled to mention the cooperation in advertising without ZAMA's consent.
3. SUPPLIER shall keep confidential the INFORMATION received from ZAMA (even before the effective day of this agreement) and make it available only to those employees who require it for the purpose of performing the work within the scope of this agreement, and do its utmost to prevent its employees from passing the INFORMATION on to unauthorized persons. IF SUPPLIER in performance of its duties owed to ZAMA should collaborate with other companies, it may only make INFORMATION available to these other companies after the written permission of ZAMA and after a confidentiality agreement with identical content has been concluded with these other companies.
4. Any materials or documents supplied by ZAMA shall be retained in a secured location at all times. SUPPLIER shall secure electronic INFORMATION according to the respective state-of-the-art, e.g. by using password protection, firewalls and antivirus software. By taking adequate measures, it shall prevent its data processing equipment from unauthorized use by both its own employees and third parties. If data or storage media gets lost, is spied out or if unauthorized copies are made or if other comparable irregularities should occur on data processing, ZAMA shall notified immediately. The notification shall contain a detailed description of the sort and extent of the affected data.
5. The knowledge and INFORMATION received from ZAMA shall be used by SUPPLIER only for the purpose agreed upon. In particular, SUPPLIER is neither entitled to use the INFORMATION



commercially nor to use it for research purposes, unless otherwise agreed. ZAMA reserve all rights in all INFORMATION transmitted to SUPPLIER, especially in technical drawings, summaries or other documents that were handed over; this pertains in particular to the right of application for and grant of national or foreign industrial property rights.

6. An INFORMATION shall cease to be considered as confidential in terms of this agreement, if SUPPLIER can prove that

- at the time of disclosure by ZAMA to SUPPLIER the INFORMATION has already been known by the general public or the INFORMATION subsequently becomes generally known without a breach of the terms of this agreement by SUPPLIER, or
- the INFORMATION has lawfully been acquired or is subsequently lawfully acquired by a third party that does not violate the agreement by disclosing the INFORMATION to SUPPLIER, or
- the INFORMATION was known by SUPPLIER prior to handing over and was not obtained from a third party by violating the agreement, or
- the INFORMATION has been or is subsequently independently elaborated by employees of SUPPLIER who did not have access to the confidential INFORMATION.

7. This agreement does not entitle SUPPLIER to claim for the disclosure of INFORMATION or the conclusion of a cooperation agreement.

8. The obligation to maintain confidentiality shall be valid for an indefinite period of time. In case of any inconsistency between the agreement and other agreements that the parties concluded, such as research and development agreements, these other agreements shall prevail.

9. This agreement shall be valid for an indefinite period of time. It will end automatically on the termination of the parties' cooperation. The confidentiality obligation shall remain unaffected of the ending or termination of this agreement.

10. Amendments and additions to this agreement must be made in written form. Should any provision of this agreement be or become invalid or unenforceable, or should there be an omission herein, this shall not affect the validity of the Agreement as a whole. In place of the invalid or unenforceable provision, that valid provision shall be deemed agreed which corresponds most closely to the intended spirit and purpose. In the event of an omission, that provision shall be deemed agreed which corresponds to what would have been agreed, judging by the spirit and purpose of this agreement, had the matter been considered at the outset.

11. This agreement is subject to the laws of the Hong Kong Special Administrative Region, People's Republic of China. For any conflicts resulting from this agreement shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

ZAMA CORPORATION Ltd.

SUPPLIER

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Representative/Date

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Representative/Date

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Representative/Date

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Representative/Date



骏马企业有限公司 (Zama Corporation Ltd,)
