

Name: Address: City, Postal Code: Country Email Address: Phone Number:

Date:

My Digital Twin Limited Room 1002, 10/F The Workstation {field.comapny} 43 Lyndhurst Terrace Central, Hong Kong **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (NDA)** 

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into as of \[Date\] (the "Effective Date") between You ("Disclosing Party") and My Digital Twin Limited ("Receiving Party"). The Disclosing Party and the Receiving Party are collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, the Disclosing Party is the owner of certain proprietary and confidential information related to the technology start-up "My Digital Twin" ("Confidential Information").

WHEREAS, the Receiving Party desires to evaluate and potentially engage in a business relationship with the Disclosing Party in connection with the Confidential Information.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

# 1. Definitions

1.1 "Confidential Information" means any non-public, proprietary, and confidential information, including but not limited to trade secrets, technical data, know-how, business plans, financial information, customer lists, marketing strategies, software, algorithms, and any other information disclosed by the Disclosing Party to the Receiving Party, regardless of the form or medium.

# 2. Obligations of Receiving Party

2.1 Protection of Confidential Information: The Receiving Party shall hold all Confidential Information in strict confidence and use it solely for the purpose of evaluating the potential business relationship with the Disclosing Party. The Receiving Party shall not disclose, transfer, or make the Confidential Information available to any third party without the prior written consent of the Disclosing Party

2.2 Non-Use and Non-Disclosure: The Receiving Party shall use its best efforts to prevent unauthorized access to or use of the Confidential Information. The Receiving Party shall restrict access to the Confidential Information to its employees, agents, or contractors who have a legitimate need to know and are bound by confidentiality obligations at least as protective as



those contained in this Agreement.

2.3 Ownership: The Receiving Party acknowledges that all Confidential Information remains the exclusive property of the Disclosing Party and agrees not to challenge, contest, or dispute the ownership of the Confidential Information.

2.4 Return or Destruction: Upon written request from the Disclosing Party or upon termination of discussions or negotiations between the Parties, the Receiving Party shall promptly return or destroy all tangible and electronic copies of the Confidential Information and provide written certification of such return or destruction.

## 3. Term and Termination

3.1 Term: This Agreement shall commence on the Effective Date and continue for a period of 1 year unless terminated earlier in accordance with this Agreement.

3.2 Termination for Convenience: Either Party may terminate this Agreement by providing two calendar weeks written notice to the other Party, however the receiving part will be bound by the conditions of non-disclosure as described in this agreement.

3.3 Survival: The obligations of confidentiality and non-use contained in this Agreement shall survive the termination of this Agreement and remain in effect for a period of 1 year.

## 4. Governing Law and Jurisdiction

4.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

4.2 Jurisdiction: Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Hong Kong.

## 5. Entire Agreement

5.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and understandings, whether oral or written.

IN WITNESS WHEREOF, the Parties have executed this Confidentiality and Non-Disclosure Agreement as of the Effective Date.

Your Name:

Signature:

Company Name:

My Digital Twin Limited Room 1002, 10/F The Workstation 43 Lyndhurst Terrace Central, Hong Kong

Date: