



## Non-Disclosure Agreement

This Agreement is made between the **Service Provider:** Win Lean Limited

Address: Unit 15, Room 1, 5F, 33 Changjiang Road, East district, Zhongshan, Guangdong province, China.  
and

the **Service Receiver:** \_\_\_\_\_

Address: \_\_\_\_\_

This Agreement relates to the Service Receiver's service subject, to be known herein as the 'Project'.

### 1 The Service Provider agrees:

- (1) to keep confidential all confidential information relating to the Project indefinitely;
- (2) to return, or destroy and provide a Certificate of Destruction, all relevant documents, samples or the like, supplied by the Service Receiver concerning the Project upon reasonable payment of expense and written request;
- (3) that no intellectual property is transferred to the Service Provider by this Agreement and no commercial relations created, other than regarding confidentiality;
- (4) that all information the Service Provider provides to the Service Receiver must not be disclosed to other persons;
- (5) that external advisers may only be given confidential information by the Service Provider in order to help the Service Receiver execute or develop the Project or service, and only as much as is necessary. Also this will only be under written terms of confidentiality that are comparable. (Or to a regulated person with a professional duty of confidentiality such as an attorney or patent agent).

### 2 This Agreement excludes any information which;

- (1) At the time of disclosure is in the public domain or after disclosure becomes part of the public domain by publication or otherwise, independently of any act or omission by the Service Provider;
- (2) Information which the Service Provider can establish by competent proof was in its possession at the time of disclosure by the Service Receiver, and was not acquired unlawfully, directly or indirectly.

### 3 Service subject

The Service Receiver confirms that they have the right to disclose the Project and confidential information.

### 4 Governing Law

This Agreement shall be governed in all respects by the laws of People's Republic of China.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the most recent date written below:

For the Service Receiver: \_\_\_\_\_

Date: \_\_\_\_\_

For the Service Provider: \_\_\_\_\_

Date: \_\_\_\_\_