



# Confidentiality Agreement: Multi-Party Mutual Non-Disclosure Agreement

THIS AGREEMENT (the “**Agreement**”) made as of Select the Effective Date of the contract (the “**Effective Date**”) is between:

\_\_\_\_\_, residing / having an office at  
Street Address  
City, Province, Country Postal Code  
(the “**Party A**”)

AND

\_\_\_\_\_, residing / having an office at  
Street Address  
City, Province, Country Postal Code  
(the “**Party B**”)

AND

**Eon Labs Ltd.**, having an office at  
180 Chesterfield Avenue  
North Vancouver, BC Canada, V7M 0A4  
(“**Eon Labs**”)

Eon Labs, Party A and Party B each referred to herein as a “Party” and collectively as “Parties”.

**IN CONSIDERATION** of the mutual covenants in this Agreement and subject to the terms and conditions specified in this Agreement, the Parties agree as follows:

## **1 Background**

Each Party to this Agreement is interested in entering into or potentially entering into the following project (“**Project**”):

Project scope is outlined in \_\_\_\_\_. The purpose of the Project is to develop machine learning trading strategies for the cryptocurrency market.

The Parties may discuss, exchange, learn or otherwise have access to each other’s Confidential Information in assessing whether to proceed with the Project and, if the Parties agree to proceed, in carrying out the Project (the “**Purpose**”). The Parties are prepared to disclose that information on the following terms.

## 2 Terms and Conditions

### .1 Definitions

- a) **“Confidential Information”** means any information in any form or medium relating to the Discloser’s business, strategies, pricing, personnel, customers, suppliers, products or services, including all information belonging to third parties in respect of which the Discloser owes any confidentiality obligation, that is directly or indirectly disclosed to or accessed by the Recipient, either marked or clearly identified as being confidential, but excludes Excluded Information.
- b) **“Discloser”** means the Party that discloses or allows another Party to learn about its Protected Information by disclosing directly to that Party or indirectly through another Party.
- c) **“Excluded Information”** means any information that the Recipient proves: (i) was lawfully in its possession before receiving it from the Discloser or another Party; (ii) was provided in good faith to the Recipient by a third party that had no obligation to keep it confidential; (iii) is or becomes generally available to the public through no fault of the Recipient; or (iv) the Recipient developed independently without any reference to the Discloser’s Confidential Information.
- d) **“Personal Information”** means any information about an identifiable individual (including a party’s employees, customers, suppliers, directors and officers) that the Recipient receives from or through the Discloser, regardless of whether the information is Confidential Information.
- e) **“Protected Information”** means Confidential Information and Personal Information.
- f) **“Recipient”** means the Party that receives or learns about any of the Discloser’s Protected Information directly from the Discloser or indirectly from another Party.

.2 **Purpose of Disclosure.** The Recipient will not use or exploit any of the Discloser’s Protected Information for any purpose other than the Purpose.

.3 **Prohibitions.** Except as expressly permitted by the Discloser in writing, the Recipient will not:

- a) disclose any of the Discloser’s Protected Information to anyone who is not a Party, or
- b) duplicate, transfer, sell, publish, transmit, modify, reverse-engineer or take any benefit from any of the Discloser’s Protected Information, or
- c) directly or indirectly assist, facilitate or encourage any third party to carry on any activity that the Recipient is not permitted to carry on, relating to this Agreement.

.4 **Protection of Information.** The Recipient will use conscientious efforts to protect the Discloser’s Protected Information from unauthorized use, access, disclosure, and duplication, and will co-operate and provide reasonable assistance with respect to any action that the Discloser may take to protect its Protected Information.

.5 **Representatives.** The Recipient may disclose the Discloser’s Protected Information only to:

- a) another Party; and
- b) those of the Recipient’s employees, directors, officers, consultants, agents and other representatives who need to know the Protected Information to perform their duties in relation to the Purpose, and the Recipient’s legal advisors (each a **“Representative”**), and the

Recipient will cause its Representatives to comply with the obligations set out in this Agreement and will be responsible and liable for any breach of those obligations by any Representative.

- .6 **Notification of Breach.** The Recipient will immediately notify the Discloser of any actual, threatened, or suspected unauthorized disclosure or use of the Discloser's Protected Information by the Recipient or any of its Representatives, and will comply with the Discloser's reasonable directions regarding its Protected Information.
- .7 **Ownership.** As between the Discloser and all the other Parties, the Discloser exclusively owns: (a) all of the Discloser's Protected Information, (b) all copies, notes and recordings of any of the Discloser's Protected Information made by or for a Recipient, and (c) all proprietary rights or interests in or associated with the Discloser's Protected Information (collectively, the "**Discloser's Ownership Rights**"). For clarity, a Party's subsequent disclosure of a Discloser's Protected Information to another Party neither negatively alters or affects any of the Discloser's Ownership Rights to the Discloser's Protected Information existing at the time of such subsequent disclosure, nor creates ownership rights to the Discloser's Protected Information for the Party subsequently disclosing the Discloser's Protected Information.
- .8 **Compelled Disclosure.** If a Recipient becomes legally compelled to disclose any of a Discloser's Protected Information, such Recipient will promptly notify the applicable Discloser of any efforts to compel disclosure and all Recipients will, at such Discloser's expense, reasonably cooperate and assist with such Discloser's lawful attempts to prevent or limit disclosure or to obtain a protective order.
- .9 **Return of Property.** Promptly upon a Discloser's request, a Recipient will deliver to such Discloser all documents and other material in such Recipient's possession or control that belong to such Discloser or that contain, reveal or embody any of such Discloser's Protected Information, and such Recipient will destroy all remaining copies in its possession or control, except that such Recipient may retain (i) data backups containing such Discloser's Protected Information that were made in the normal course of such Recipient's business, and (ii) copies of such Discloser's Protected Information for archival purposes, provided that such Recipient complies with its confidentiality obligations under this Agreement with respect to all such copies.
- .10 **Freedom to Contract.** The Parties have no obligation to negotiate or enter into any future agreement.
- .11 **Consequences of Breach.** The Parties acknowledge and agree that:
  - a) unauthorized use or disclosure of the Discloser's Protected Information will likely cause injury to such Discloser that will not be readily measurable in monetary damages and will be irreparable; and
  - b) in the event of an unauthorized use or disclosure of such Discloser's Protected Information, such Discloser will be entitled to an injunction against the applicable Recipient (without waiving any other available rights, recourse, or remedies).
- .12 **Law and Disputes.** The laws of British Columbia, without giving effect to its conflict of law principles, govern this Agreement and all proceedings arising out of it. The Parties attorn to the exclusive jurisdiction of the British Columbia courts.

- .13 **Term.** The obligations in this Agreement will continue as follows: (a) for Confidential Information: indefinitely until the information becomes Excluded Information; and (b) for Personal Information: indefinitely, regardless of whether the information is Confidential Information or Excluded Information.
- .14 **Limitations.** Nothing in this Agreement requires a Party to disclose to another Party or to accept from another Party any particular information, or grants any intellectual property or other rights to any Party.
- .15 **Disclaimer.** None of the Parties to this Agreement makes any representation or warranty regarding the accuracy, currency or completeness of any Protected Information disclosed in connection with this Agreement, and none of the Parties accepts any responsibility for any Protected Information being false, inaccurate, incomplete, out of date or misleading.
- .16 **Miscellaneous.**
- a) Independent Contractors. The Parties are independent contractors, and nothing in this Agreement creates a partnership, joint venture, or agency relationship between any of them.
  - b) Waiver. A Party's failure to insist on the strict performance of any term of this Agreement or to exercise any right or remedy in this Agreement will not be construed as a waiver of that term, right, or remedy of that Party.
  - c) Severability. If any portion of this Agreement is invalid or unenforceable, the invalidity or unenforceability will attach only to that portion of the Agreement, and the remainder of the Agreement will remain in full force and effect.
  - d) Successors. This Agreement will bind and benefit each Party and its lawful successors and permitted assigns.
  - e) Amendment. This Agreement may only be modified in writing signed by all Parties.
  - f) Counterparts. This Agreement may be signed in counterparts, and all signed counterparts taken together will constitute this Agreement. Any Party may deliver a signed counterpart signature page electronically.

The Parties are signing this Agreement as of the Effective Date:

1 *Enter the other party's name*

By: \_\_\_\_\_

Name: Enter the name of person signing

Title: Enter the title of the person signing.

By: \_\_\_\_\_

Name: Enter the name of person signing

Title: Enter the title of the person signing

2 *Enter the other party's name*

By: \_\_\_\_\_

Name: Enter the name of person signing

Title: Enter the title of the person signing.

By: \_\_\_\_\_

Name: Enter the name of person signing

Title: Enter the title of the person signing

3 ***Eon Labs Ltd***

By: \_\_\_\_\_

Name: Terry Li

Title: Director of Operations

By: \_\_\_\_\_

Name: Chen Li

Title: Chief Executive Officer