

Current Date

FROM: **Jacqueline Wah**
KNOWLEDGE/GROWTH SUPPORT
HONG KONG

TO: Client Representative
CLIENT COMPANY NAME
Client Address

RE: CONFIDENTIALITY WARRANTY

The following sets forth and shall constitute the Warranty being made by Knowledge/Growth Support, represented by Jacqueline Wah ("SERVICE SUPPLIER"), for CLIENT NAME represented by Name of Representative ("CLIENT") regarding the CONFIDENTIALITY OF SERVICES RENDERED BY THE SERVICE SUPPLIER.

WITNESSETH:

WHEREAS, the SERVICE SUPPLIER proposes to render the service of editing, re-writing, advising, reviewing, transcribing, and/or analyzing the manuscripts, reports, or any other literature or document/s (all hereinafter referred to as SERVICE) of CLIENT.

WHEREAS, the SERVICE SUPPLIER provides the CLIENT with a SERVICE as a manner of business, and;

WHEREAS, in order to facilitate the SERVICE, CLIENT provides SERVICE SUPPLIER with all the scientific, technical, or any other required information of its own generation, including, but not limited to, manuscripts, reports, plans, documents, drawings, tables, figures, methods, writings, samples, tools, models, materials, and any other specific information (all hereinafter referred to as MATERIALS), either orally, graphically, or in writing;

WHEREAS, in order to facilitate the SERVICE, SERVICE SUPPLIER provides CLIENT with scientific, technical or any other required advice of its own generation, including, but not limited to, manuscripts, reports, plans, documents, drawings, tables, figures, methods, writings, samples, tools, models, materials, and any other specific advice (hereinafter referred to as ADVICE), either orally, graphically, or in writing;

NOW, THEREFORE, for and in consideration of the premises herein contained, the SERVICE SUPPLIER now warrants the following:

1. THAT this Warranty will confirm the understanding between both parties concerning the mutual obligations of confidentiality with respect to MATERIALS and ADVICE furnished for the purposes of the SERVICE.
2. THAT any MATERIAL and ADVICE received by either party shall be treated as confidential matter.
3. THAT any and all patents, copyrights, inventions, ideas, information, and all other intellectual property rights belong to the author/s, writer/s, or the person/s who originally have written or created the MATERIAL or ADVICE.
4. THAT for a period of **twenty (20) years** from disclosure, any and all of the MATERIAL or ADVICE disclosed shall not be revealed to any party outside the two parties involved in this Warranty unless written consent is otherwise granted by any of the disclosing parties.
5. That the obligations imposed upon either party herein shall not apply to MATERIAL or ADVICE:

- a. which becomes available to the public through no wrongful act of the receiving party; or
 - b. which may be published prior to the date of this Warranty; or
 - c. which is already in the possession of the receiving party and not subject to an existing agreement of confidence between the parties; or
 - d. which is received from a third party without restriction and without breach of this Warranty; or
 - e. which is independently developed by the receiving party; or
 - f. which is disclosed pursuant to a requirement or request of a government agency, including the court/s but only to the extent so ordered.
6. That the receiving party shall not be liable for:
- a. Inadvertent disclosure or use of MATERIAL or ADVICE, provided that the receiving party uses the same degree of care it uses for its own MATERIAL or ADVICE of a similar nature and that it shall endeavor to effectively prevent any further such inadvertent disclosure or use; and
 - b. Unauthorized disclosure or use of MATERIAL or ADVICE by person/s who is/are, or have been in any of the receiving party's employ, providing the party seeks to prevent any further unauthorized disclosure or use by all legal and equitable means available to it.
7. That all MATERIAL and ADVICE furnished by one party to the other is considered loaned for use solely in connection with the SERVICE required pursuant to this Warranty and shall be returned by the receiving party to the disclosing party upon request by the disclosing party. The receiving party shall certify that it has destroyed or returned all copies of the MATERIAL or ADVICE in its possession.
8. That no furnishing of MATERIAL or ADVICE and no obligation hereunder shall obligate either party to enter into any further SERVICES with the other or to refrain from entering into any other SERVICES with any other party.
9. That this Warranty constitutes the entire Warranty given by the SERVICE SUPPLIER and supersedes any prior or contemporaneous or oral or written representations with regard to the subject matter hereof.

IN WITNESS WHEREOF, the SERVICE SUPPLIER has caused this Warranty to be executed by its duly authorized representative as of the day and year first set forth.

SIGNED:

Jacqueline Wah
Director
Knowledge/Growth Support