

NON-DISCLOSURE AGREEMENT (MUTUAL)

THIS AGREEMENT is made between

- (a) RIOTGROUP PTE LTD (DBA MagicMon), a company incorporated in Singapore (Registration Number: 201709125K) and whose address is at 85 Lim Ah Woo Road Singapore 438140; and
- (b) Customer who signed up at www.magicmon.com

(Each a "Party" and jointly referred to as the "Parties")

FOR GOOD CONSIDERATION, Where the *Parties* wish to have discussions concerning the development and production of new products, and both *Parties* are prepared to disclose to the other information which is regarded as Confidential pursuant to the contractual agreement. The *Receiving Party* may use the Confidential Information subject to the following terms and conditions:

1. DEFINITIONS

- 1.1 'Confidential Information' shall refer to any information which has been designated as confidential by either *Party* in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including technical information (such as methods, know-how, formulæ, compositions, processes, discoveries, machines, models, devices, specifications, inventions, computer programs, research projects and similar items), business information (such as information about costs, profits, purchasing, market, sales or customer lists), information about future developments (such as research and development or future marketing or merchandising), and other secret or proprietary information or data.
- 1.2 '*Disclosing Party*' shall mean the party to this agreement that discloses information, directly or indirectly to the *Receiving Party* under or in anticipation of this agreement.
- 1.3 '*Receiving Party*' shall mean the party to this agreement that receives information, directly or indirectly from the *Disclosing Party*.
- 1.4 'Purpose' shall mean the *Parties* wish to have discussions concerning the development and production of new products.

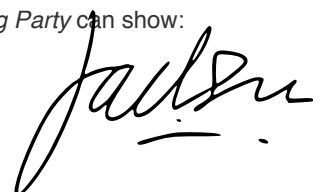
2. CONFIDENTIALITY AND NON-USE

The *Receiving Party* undertakes to the *Disclosing Party*:

- 2.1 to keep the Confidential Information secret at all times;
- 2.2 not to disclose it or allow it to be disclosed in whole or in part to any third party without the *Disclosing Party's* prior written consent;
- 2.3 not to use it in whole or in part for any purpose except for the Purpose; and
- 2.4 to continue the obligations under this Agreement for a period of 1 year from the date of this agreement.

3. EXCEPTIONS

The above obligations of confidentiality shall not apply to any information which the *Receiving Party* can show:



- 3.1 that the *Receiving Party* is required to disclose in order to properly perform their duties under the Purpose and Agreement;
- 3.2 was known to the *Receiving Party* before it was imparted by the *Disclosing Party*;
- 3.3 is required to be disclosed by Law or tribunal of competent jurisdiction;
- 3.4 is in or subsequently comes into the public domain (through no fault on the *Receiving Party's* part);
- 3.5 is received by the *Receiving Party* without restriction on disclosure or use from a third party lawfully entitled to make the disclosure to the *Receiving Party* without such restrictions; or
- 3.6 is developed by any of the *Receiving Party's* employees who have not had any direct or indirect access to, or use or knowledge of, the information imparted by the *Disclosing Party*.

4. **DISCLOSURE TO EMPLOYEES**

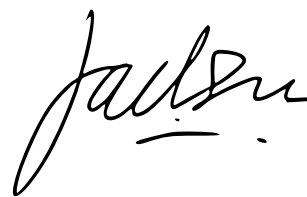
The *Receiving Party* undertakes to permit access to the Confidential Information only to those of the *Receiving Party's* directors and employees who reasonably need access to the Confidential Information for the Purpose, and on the conditions that such directors and employees have:

- 4.1 entered into legally binding confidentiality obligations to the *Receiving Party* on terms equivalent to those set out in this agreement and extending to the Confidential Information;
- 4.2 been informed of the *Disclosing Party's* interest in the Confidential Information and the terms of this agreement; and
- 4.3 been instructed to treat the Confidential Information as secret and confidential in accordance with the provisions of this agreement.

5. **LAW AND JURISDICTION**

This agreement shall be governed by and construed in accordance with Singapore law and shall be subject to the exclusive jurisdiction of the Singapore Courts.

Signed by: Aw Ji Sheng)
 Designation: CEO)
)
 For and on behalf of)
 RIOTGROUP PTE LTD (DBA MagicMon))
 Registration Number: 201709125K)
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Acknowledged by: Customer
 (no signature required)