NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement is made between:

1. **Hong Kong Institute of Certified Public Accountants** with its registered office at 37th Floor, Wu Chung House, 213 Queen's Road East, Wanchai, Hong Kong ("**HKICPA**"); and

2. **The participant specified in the Schedule ("Participant")**.

In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Representatives**. The parties may desire to specify representatives for the purposes of communications concerning this Agreement. Lack of specification will not affect the obligations regarding treatment of Confidential Information and Personal Information. If so desired, the representatives are specified in the Schedule. For the avoidance of doubt Confidential Information under this Agreement includes all information received by the Receiver (as defined below) and is not limited to information received by the Receiver's designated representative(s).

2. **Confidential Information**. Confidential Information includes without limitation data which a disclosing party ("**Discloser**"), or its related companies, now or in the future possesses relating to technical, business, financial, and other data generally considered by Discloser to be proprietary or confidential and which, (a) is marked as "Confidential" or "Proprietary," or with a similar legend, at the time of disclosure; or (b) is clearly identified to the party receiving Confidential Information ("**Receiver**") as confidential or proprietary at the time of disclosure; or (c) is material which would typically be treated by a prudent business person as confidential. Confidential Information may include without limitation information belonging to a third party such as customers or suppliers, or potential customers or suppliers, of Discloser or its related companies.

3. **Personal Information** means any information relating to an identified or identifiable natural person (an identifiable person being one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity) which is collected or held by the Discloser and disclosed to the Recipient in connection with this Agreement.

4. **Business Purpose**. The Business Purpose for which Discloser intends to disclose Confidential Information is specified in the Schedule.

5.   **Term**.   This Agreement applies to (a) any Confidential Information and Personal Information which is disclosed on or after the date of signing of this Agreement; and (b) any Confidential Information relating to the Business Purpose and any Personal Information which was disclosed prior to the date of signing of this Agreement. Except as otherwise agreed in writing with respect to any particular Confidential Information, this Agreement shall remain in effect for a period of one (1) year from the date of this Agreement signed by the parties.

6.   **Return of information**.   Upon the termination of the Business Purpose, Receiver will destroy all Confidential Information and Personal Information received (including all copies) and provide Discloser with documentation attesting to that fact.

7.   **Confidentiality**. Receiver may only use Confidential Information in connection with the Business Purpose. Receiver may only disclose Confidential Information to its personnel (being employees or individual contractors) and legal and accounting advisers, or personnel and legal and accounting advisers of its wholly-owned subsidiaries, having a need to know, and who are under non-disclosure obligations no less restrictive than in this Agreement. Receiver will advise such personnel and advisers who receive Confidential Information of its confidential nature, and ensure that such personnel and advisers do not make any unauthorized use or disclosure of it. Receiver shall not disclose Confidential Information to any other third party without the prior written consent of Discloser. Receiver shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized disclosure of the Confidential Information as Receiver uses to protect its own proprietary or confidential information of a like nature. Receiver may make copies of the Confidential Information as reasonably necessary to effectuate the Business Purpose, provided each copy is considered Confidential Information and all proprietary legends or markings on the original are retained on the copies. This clause shall survive the termination of this Agreement.

8.   **Exclusions.** The obligations under this Agreement in respect of Confidential Information will not apply to any information which is (a) available to the public other than by breach of this Agreement by Receiver; (b) lawfully received by Receiver from a third party without proprietary or confidentiality limitations; (c) independently developed by Receiver; or (d) known to Receiver prior to first receipt of same from Discloser. This Agreement will not apply to prevent Receiver from disclosing Confidential Information and Personal Information to the extent required by law or regulatory requirement, provided Receiver notifies Discloser promptly on receiving notice of such requirement, and asserts the confidentiality of the relevant Confidential Information to the body requiring disclosure.

9.   **Privacy.** Each party will:
(a) to the extent reasonably requested by the other party, assist the other party to comply with its respective obligations under any statute, regulation or law in Hong Kong which relates to the protection of Personal Information and which the other party must observe;
(b) obtain the other party's consent where it intends to use or disclose Personal Information for any purpose other than the purpose for which the information was provided (except if disclosure is required by law);
(c) be responsible for the accuracy and completeness of any Personal Information that it discloses to the other party;
(d) take reasonable steps to assist the other party to resolve a complaint or respond to a request in relation to Personal Information;
(e) take reasonable steps to ensure that Personal Information is protected from misuse and loss and from unauthorized access, modification or disclosure.

10. **No warranties or licenses**. Neither party makes any representations or warranties, express or implied, in relation to its Confidential Information. Neither party acquires any licenses or any other intellectual property rights in the other party's Confidential Information.

11. **Remedies.** Receiver shall notify Discloser of any unauthorized use or disclosure of the Confidential Information or Personal Information. In the event of a breach, or threatened breach, by a party of this Agreement, monetary damages may not be sufficient relief, so the other party is entitled to enforce its rights by specific performance or injunction proceedings, in addition to any other rights or remedies which it may have. In no event shall either party be liable for special, incidental, indirect or consequential damages or lost profits.

12. **Relationship.** Neither party has an obligation under this Agreement to continue any discussions, or to offer or purchase any product or service, or take or refrain from taking any other actions in relation to the Business Purpose except as expressly set out in this Agreement. Nothing in this Agreement will prevent either party from pursuing similar discussions or transactions with third parties. The parties do not intend that any agency or partnership relationship be created by them by this Agreement.

13. **Public statements.** Neither party will make or cause to be made any announcement or statement to the general public or any third party regarding activities under this Agreement without the prior written consent of the other party. This clause will survive the termination of this Agreement and remain in full force and effect.

14. **General.** All additions or modifications to this Agreement must be made in writing and signed by both parties. This Agreement is the full understanding of the parties relative to the protection of Confidential Information for the Business Purpose and Personal Information and supersedes all other understandings with respect to it. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

15. **Governing law.** This Agreement is governed by the laws of Hong Kong Special Administrative Region. The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the

_____

[*DDth* day of *MM YYYY*]*.*

Signed for and on behalf of   )
Hong Kong Institute of Certified Public Accountants)
by its authorized representative   )
in the presence of:)

_____	_____
Witness	Representative
_____	_____
Name of Witness	Name of Representative
_____	_____
Title	Title of Representative

Signed for and on behalf of   )

_____
Name of Company   )
by its authorized representative   )
in the presence of:)

_____	_____
Witness	Representative
_____	_____
Name of Witness	Name of Representative
_____	_____
Title	Title of Representative

Schedule to Non-Disclosure Agreement

PARTICIPANT: Name:

_____

Company Registration Number:

_____

Address:

_____

_____

DISCLOSER   Both HKICPA and Participant

REPRESENTATIVES (CLAUSE 1)   The party ☐desires / ☐does not desire *(tick one)* to specify representative authorized to disclose and/or receive Confidential Information. If so desired, the representative is:

HKICPA:

_____
(Full name)

_____
(Business Title)

The party ☐desires / ☐does not desire *(tick one)* to specify representative authorized to disclose and/or receive Confidential Information. If so desired, the representative is:

Participant:

_____
(Full name)

_____
(Business Title)

_____
(email address)

BUSINESS PURPOSE (CLAUSE 4)   The Business Purpose for which Discloser intends to disclose Confidential Information is:

Tender for 2023/24 HR Related Insurances Renewal

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