

**DATA PROCESSING AGREEMENT
AND
MUTUAL NON-DISCLOSURE AGREEMENT
FOR
SUPPORT & CONSULTING SERVICES**

This Data Processing and Mutual Non-Disclosure Agreement (this “**Agreement**”) is made effective on [date] by and between:

(1) **Macro Systems Limited**, a company incorporated under the laws of Hong Kong Special Administrative Region (“**Hong Kong**”), whose registered office at Unit 3301, 33/F Millennium City 6, 392 Kwun Tong Road, Kwun Tong, Hong Kong (hereinafter “**Macro**”);

and

(2) **XXX Limited** (hereinafter “**XXX**” or “**Client**”),

individually as the “**Party**” or each “**Party**”, and jointly as the “**Parties**”,

The purpose of this Agreement is to regulate the parties’ responsibilities regarding Support and Consulting Services as defined below in this Agreement (“**Services**” or “**Deliverables**”) performed by Macro personnel. The Agreement shall assure the protection and preservation of the confidential and/or proprietary nature of information to be disclosed or made available to each other.

As stated in this Agreement, the party (together with any agent of such party) disclosing Confidential Information (as defined below) is referred to as the “**Disclosing Party**” or “**Data Controller**” or “**Controller**” and the party receiving such Confidential Information is referred to as the “**Recipient**” or “**Data Processor**” or “**Processor**”.

Datacube Research Centre Limited, (hereinafter “**Datacube**” or “**Sub-processor**”) is the provider of software product(s), equipment(s) and its license(s) of use for the Services performed by Macro.

WHEREAS

(1) the Client intends to acquire Services and Macro intends to provide the Services which may include processing of data, consultancy, system integration and implementation, maintenance support, training, testing and/or proof-of-concept, demonstration, and any other related services; and in this case, the processing is governed by the Data Processing clauses in Section One and the Mutual Non-disclosure clauses in Section Two.

- (2) during any discussions, presentations, negotiations, or executions between the parties in the grant or purchase, or delivery of the Services/Deliverables, it is anticipated that each party may disclose or deliver to the other certain of its trade secrets or confidential or proprietary information; and
- (3) the parties have entered into this Agreement to assure the confidentiality of such information.

NOW, THEREFORE, in reliance upon and in consideration of the following undertaking, the parties agree as follows:

1. Section One

1.1 Purpose and definitions

The purpose of this section is to regulate the Processor's processing of computer data on behalf of the Controller whilst providing Support & Consulting Services.

This section governs the Processor's rights and obligations, in order to ensure that all Processing of computer Data is conducted in compliance with applicable data protection legislation.

1.2. Controller's responsibilities

The Controller acknowledges and accepts that any Computer Data that the Controller uploads as part of the Service, such as uploaded Computer Data pertaining to the Controller's own customers, may be transferred to a third party (sub-processor). All data in the Service are stored on systems located in Hong Kong Special Administrative Region of the People's Republic of China.

1.3. Processor's responsibilities

1.3.1 Compliance

The Processor shall comply with all provisions for the protection of Computer Data set out in this agreement in applicable data protection legislation at Hong Kong Special Administrative Region of the People's Republic of China.

The Processor shall comply with the instructions and routines issued by the Controller in relation to the Processing of Computer Data.

1.3.2 Restrictions on use

The Processor shall only Process Computer Data on, and in accordance with, the instructions from the Controller. The Processor shall not Process Computer Data without a prior written agreement with the Controller or without written instructions from the Controller beyond what is necessary to fulfil its obligations towards the Controller under the Agreement.

1.3.3 Information Security

The Processor shall by means of planned, systematic, organizational and technical measures ensure appropriate information security with regard to confidentiality, integrity, and accessibility in connection with the Processing of Computer Data in accordance with the information security provisions in applicable data protection legislation.

The measures and documentation regarding internal control shall be made available to the Controller upon request.

1.3.4 Discrepancies and data breach notifications

Any use of the information systems and the Computer Data not compliant with established routines, instructions from the Controller or applicable data protection legislation, as well as any security breaches, shall be treated as a discrepancy.

The Processor shall have in place routines and systematic processes to follow up discrepancies, which shall include re-establishing of the normal state of affairs, eliminating the cause of the discrepancy and preventing its recurrence.

The Processor shall immediately notify the Controller of any breach of this Agreement or of accidental, unlawful or unauthorized access to, use or disclosure of Computer Data, or that the Computer Data may have been compromised or a breach of the integrity of the Computer Data. The Processor shall provide the Controller with all information necessary to enable the Controller to comply with applicable data protection legislation and enabling the Controller to answer any inquiries from the applicable data protection authorities. It is the Controller's responsibility to notify the applicable Data Protection Authority of discrepancies in accordance with applicable law.

1.3.5 Confidentiality

The Processor shall keep confidential all Computer Data and other confidential information. The Processor shall ensure that each member of the staff of the Processor and Sub-processor, whether employed or hired employee, having access to or being involved with the Processing of Computer Data under the Services (i) undertakes a duty of confidentiality and (ii) is informed of and complies with the obligations of this Agreement. The duty of confidentiality shall also apply seven (7) years after termination of the services or this Agreement.

1.3.6 Use of Sub-processor

The Processor is entitled to use Sub-processor and the Controller accepts the use of Sub-processor. The Processor shall, by written agreement with any Sub-processor ensure that any Processing of Computer Data carried out by Sub-processor shall be subject to the same obligations and limitations as those imposed on the Processor according to this Agreement.

If the Processor plans to change Sub-processor or plans to use a new Sub-processor, Processor shall notify the Controller in writing 4 months prior to any Processing by the new Sub-processor, and the Controller may within 1 month of the notice object to the change of Sub-processor. Should the Controller object to the change, Controller may terminate the Services upon 3 months' notice. To the extent Controller does not terminate the Services, the change of Sub-processor shall be regarded as accepted.

2. Section Two

2.1. Confidential Information

- a) "Confidential Information" shall mean all information pertaining to a party or any of its affiliates or subsidiaries or customers furnished, communicated or made available by that party to the other party in any fashion in connection with the Services/Deliverables, and shall include, but not be limited to, the following information, whether communicated in writing, orally, in graphic or electronic form and regardless of the storage medium:
- (i) all business information, plans, tactics, or materials, including, without limitation, business plans and strategies, employee lists, employee benefit programs, personnel matters, customer lists, information relating to or belonging to customers, market information, pricing policies, methods, financial information, or information regarding financing plans, current planned and optional considerations for capital structure and liquidity needs, any customer contract or proposal for a customer contract, investor information, test data relating to any research or pilot projects, work in process, present or future products;
 - (ii) all computer programs (including program logics, architecture, object and source codes), software processes, systems writings, technical know-how or ideas, and algorithms;
 - (iii) all manuals, systems documentation, confidential reports, correspondence, memoranda or other materials related to any of the items described in clauses (i) and (ii) above; and
 - (iv) any other materials or information identified in writing as proprietary or confidential. Information communicated orally or by inspection shall be considered Confidential Information if such information is confirmed or otherwise made known as constituting Confidential Information at the time of disclosure.
- b) Confidential Information shall not, however, include any information which:
- (i) was publicly known and made generally available in the public domain prior to the disclosure;
 - (ii) becomes publicly known and made generally available after the disclosure without the Recipient's fault or breach;

- (iii) the Recipient can demonstrate that was in its rightful possession prior to the disclosure, without restriction by the Disclosing Party;
- (iv) the Recipient rightfully obtains from a third party without a breach of the third party's confidentiality obligations;
- (v) the Recipient can demonstrate that it was independently developed without use of or reference to the Disclosing Party's Confidential Information; or
- (vi) the Recipient is required by law to disclose, provided that the Recipient gives the Disclosing Party sufficient prior written notice of such requirement in order to contest or to seek an order protecting the information from public disclosure in connection with the requirement by law.

2.2. Use Restrictions

Each party agrees not to use any Confidential Information of the other party for any purpose except strictly for the purpose of the Services/Deliverables.

In no event will either party use any of the Confidential Information for any other purpose.

2.3. Disclosure Restrictions

Notwithstanding anything in this Agreement:

- a) The Recipient will disclose the Confidential Information only to those of its respective employees, officers, directors, affiliates, agents, shareholders, owners and professional advisors (such employees, officers, directors, affiliates, agents, shareholders, owners and professional advisors collectively referred to hereinafter as the "Sub-Recipients") who need access to such Confidential Information to help the Recipient in strictly furthering the Services/Deliverables, and to no one else; and
- b) The Recipient will advise each of its respective Sub-Recipients who receive any of the Confidential Information of the information's confidential nature, and warrant that they will abide by the terms and conditions of this Agreement as though such persons were parties hereto.

2.4. Permitted Disclosure

- a) The Recipient should immediately inform the Disclosing Party if it becomes aware that any Confidential Information has been disclosed to any person not authorized to receive any such Confidential Information.
- b) In the event that, by virtue of applicable law or regulations, the Recipient should be required by a judicial, regulatory or administrative authority to disclose or communicate any Confidential Information, to the extent that it is lawful to do so, it will immediately and before the disclosure of any Confidential Information, notify the Disclosing Party in writing of such requirement and any disclosure action or actions that it intends to implement.
- c) Provided that this clause is not applicable to clause 4(b) of the above, the Recipient will comply with any reasonable proposals or comments from the Disclosing Party, including but not limited to the grounds for challenging the disclosure or communication, or the manner or scope of the disclosure or communication of such Confidential Information.

The Recipient agrees to disclose Confidential Information only to the extent which is legally required and every effort shall be made to maintain confidentiality (such as the documents confidential and filing documents under seal).

2.5. Maintenance of Confidentiality

Each party, as Recipient, agrees that such Recipient shall treat all Confidential Information of the other party, as the Disclosing Party, with the same degree of care as such Recipient accords to such Recipient's own Confidential Information, but in no case less than reasonable care.

Neither party shall make copies of the other party's Confidential Information unless the other party previously approves in writing.

Each party shall reproduce the other party's proprietary rights notice, in the same manner in which such notice is set forth in or on the original, on all approved copies.

Each party, as Recipient, shall immediately give notice to the other party, as the Disclosing Party, of any unauthorized use or disclosure of the Disclosing Party's Confidential Information.

2.6. No Warranty

ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS”.

EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION.

2.7. Ownership of Confidential Information

The Parties acknowledge and agree that the disclosure of Confidential Information from Disclosing Party to the Recipient does not grant or imply a conveyance of ownership or a license of any Confidential Information or the patent, copyright, trade secret, trademark or other intellectual property rights related thereto.

All Confidential Information (including all copies thereof), unless otherwise specified in writing, shall remain the property of the Disclosing Party.

2.8. No Export

Neither party shall export, directly or indirectly, any technical data acquired from the other party pursuant to this Agreement or any product utilizing any such data to any country for which the government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

2.9. Return of Confidential Information

Within fourteen (14) days after receipt of the Disclosing Party’s written request (the “Request”), the Recipient shall promptly destroy or deliver to the Disclosing Party, at the Disclosing Party’s option,

- a) all materials furnished to the Recipient by the Disclosing Party, and all copies thereof; and
- b) all documents and tangible objects, and all copies thereof, containing or representing Confidential Information; provided, if the Disclosing Party commences any legal action or proceeding against the Recipient for any breach of this Agreement, the Disclosing Party agrees to make available to the Recipient the Confidential Information which has been furnished hereunder solely for purposes of assisting the Recipient to defend such legal proceeding or action as may be brought by the Disclosing Party.

2.10. No Restriction on Normal Business Activities

Unless otherwise agreed in writing, so long as the Recipient complies with the terms hereof, the receipt of Confidential Information pursuant to this Agreement will not preclude the Recipient from providing to other products or services which may be competitive with products or services of the Disclosing Party or providing products or services to others who compete with the Disclosing Party.

2.11. Term

This Agreement shall take effect beginning on the date first written above, and shall continue in effect until terminated in writing by either party hereunder, regardless of whether or not the Services/Deliverables is terminated.

Upon termination, the parties hereto agree to maintain the confidentiality of such information for a period of seven (7) years from the date of termination.

2.12. Miscellaneous

- a) In the event of the breach of this agreement by the defaulting party, the defaulting party shall indemnify the other party and/or any of their subsidiaries and associated companies.

It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this Agreement and that the parties may seek equitable relief, including but not limited to an injunction or specific performance, as a remedy for any such breach.

Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity.

- b) The parties declare that the provisions of this Agreement are severable.

In the event of a judicial determination that any particular provision of this Agreement is invalid or unenforceable, the other provisions shall continue in full force and effect, as far as possible, as if the invalidated or unenforceable provision had not been made part of the Agreement.

In the event of a judicial determination that this Agreement is unenforceable according to its terms, the Agreement shall be so construed, by limitation of scope or duration or otherwise, as to be enforceable, and shall be enforced as so construed.

- c) Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
- d) This Agreement shall be governed in all respects by the laws of Hong Kong Special Administrative Region.

Each of the parties irrevocably consents to the exclusive jurisdiction and venue of the courts of Hong Kong, as applicable, for any matter arising out of or relating to this Agreement.

If a party breaches this Agreement, the breaching party shall pay all reasonable costs and attorneys' fees incurred by the other party in connection with such breach, whether or not any action is commenced.

- e) No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed by the party against whom such waiver or consent is asserted.

The waiver by either party of, or consent of either party to, a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by the other party.

- f) This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written communications, representations, understandings or agreements.

This Agreement may not be amended, modified or released, in whole or in part, except by a written instrument signed by both parties.

- g) This Agreement may be executed in 2 counterparts, each of which shall be deemed an original and all of which shall constitute one instrument, and signature pages may be delivered by facsimile, each of which shall be enforceable against the parties actually executing such counterparts.
- h) Any notice or claim or other communication under or in connection with this Agreement shall be given in writing and delivered by registered post to the relevant party at the registered office address as well as the address stated in this Agreement or such other address as it shall previously have notified to the other party and shall be conclusively deemed to be received if sent by registered post, 48 hours after posting.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the hand of their respective authorized representatives as of the dates below.

[**Macro Systems Limited**]

[]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Company Chop: _____

Company Chop: _____