



Nondisclosure / Non Compete Agreement

Date : _____

Between

And

Conor O'Donovan, ODM Asia.

This agreement between _____ (hereafter referred to as the "Client") and Conor O'Donovan of ODM Asia. (hereafter referred to as the "Service Provider") is entered into under the following terms and conditions:

1. Service Provider agrees to use this information strictly for the purpose of performing his/her service to the Client and agrees to hold it in the strictest confidence at all times.
2. Service Provider agrees to not reveal, publish or communicate the subject matter except to those employees, agents or independant contractors employed by the Service Provider required to provide the contracted service. At no time may the Service Provider disclose the subject matter to any party for any purpose without the written consent of the Client whose consent shall not unreasonably be withheld.
3. All work done by the Service Provider in connection with the subject matter, whether or not registerable or patentable, is and shall remain the sole and exclusive property of the Client.
4. Upon completion of the assignment, Service Provider agrees to return all material and objects that may have been provided by the Client, plus any copies that he may have made, upon request from the Client.
5. If portions of the subject matter are already in the public domain, or if Service Provider can document that he has prior knowledge of the material from another source, he is not obligated to hold that specific material in confidence.
6. Except for possible exclusions indicated in Point 5, this agreement shall be in force for two years commencing with the above date.

This Agreement shall be constructed in accordance with the laws of Hong Kong SAR.

In witness whereof, Service Provider, has indicated their agreement to all of the above terms by signing and dating where indicated.

Conor O'Donovan, ODM Asia.

Client

Date