

Sunbeam Children's Foundation Limited

Confidentiality Agreement



This confidentiality agreement (this “**Agreement**”) is made between:

- (1) SUNBEAM CHILDREN'S FOUNDATION LIMITED, a company limited by guarantee and not having a share capital incorporated in Hong Kong with company number 0582056 whose registered office is at Room 904-908, 9/F Kai Tak Commercial Building, 317-319 Des Voeux Road, Central, Hong Kong (the “**Discloser**”); and
- (2) The Volunteer (the “**Recipient**”).

BACKGROUND

In consideration of the likelihood of having access to the Confidential Information (as defined below) during the Recipient's volunteering role at the Discloser (the “**Volunteering**”), the Recipient undertakes to comply with this Agreement in connection with the use of Confidential Information.

AGREED TERMS

1. Interpretation

- 1 Confidential Information:** information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the Discloser's business, clients, service targets, donors, management, affairs and finances for the time being confidential to the Discloser, whether or not such information (if in anything other than oral form) is marked confidential.
- 2 Copies:** copies or records of any Confidential Information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) including, without limitation, extracts, analysis, studies, plans, compilations or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information.

2. Confidential Obligations

- 2.1** The Recipient shall not (except in the proper course of the Recipient's duties, as authorised or required by law or as authorised by the Discloser), either during the Volunteering or at any time after termination of the Volunteering (howsoever arising):
 - (a) use any Confidential Information; or
 - (b) make or use any Copies; or
 - (c) disclose any Confidential Information to any person, company or other organisation whatsoever.
- 2.2** The Recipient shall be responsible for protecting the confidentiality of the Confidential Information and shall:

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- (a) use the Recipient's best endeavours to prevent the use or communication of any Confidential Information by any person, company or organisation (except in the proper course of the Recipient's duties, as required by law or as authorised by the Discloser); and
 - (b) inform the Discloser immediately on becoming aware, or suspecting, that any such person, company or organisation knows or has used any Confidential Information.
- 2.3 All Confidential Information and Copies shall be the property of the Discloser and on termination of the Volunteering, or at the Discloser's request, at any time during the Volunteering, the Recipient shall:
- (a) hand over all Confidential Information or Copies to the Discloser;
 - (b) irretrievably delete any Confidential Information (including any Copies) stored on any magnetic or optical disk or memory, including personal computer networks, personal e-mail accounts or personal accounts on websites, and all matter derived from such sources which is in the Recipient's possession or under the Recipient's control outside the Discloser's premises; and
 - (c) provide a signed statement that he/she has complied fully with the obligations under this Clause.

3. **Governing Law**

This Agreement shall be governed by and construed in accordance with the law of Hong Kong.

This Agreement has been entered into on the date of your acceptance of the terms.