

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into as of [Insert Date] (the "Effective Date"), by and between Lucky Mario Information Limited, a [insert type of company, e.g., corporation] incorporated under the laws of [insert jurisdiction of incorporation] with its principal place of business at [insert address] ("Disclosing Party"), and [_____], a [insert type of company, if applicable, e.g., corporation, or 'individual'] incorporated/ residing under the laws of [insert jurisdiction of incorporation or residence if an individual] with its/his/her principal place of business/residence at [insert address] ("Receiving Party").

WHEREAS, the Disclosing Party agrees to disclose certain confidential information to the Receiving Party for the purpose of [describe purpose, e.g., exploring a potential business relationship between the parties], and the Receiving Party agrees to receive and protect such confidential information in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. **Definition of Confidential Information:** For purposes of this Agreement, "Confidential Information" shall include all information, whether written, oral, electronic or otherwise, that is provided by the Disclosing Party to the Receiving Party and is designated as confidential or proprietary or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information shall not include information that: a. is or becomes publicly known through no fault of the Receiving Party; b. is already in the possession of the Receiving Party without obligation of confidentiality at the time of disclosure by the Disclosing Party; c. is obtained by the Receiving Party from a third party without breach of any obligation to the Disclosing Party; d. is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
2. **Obligations of the Receiving Party:** The Receiving Party agrees to: a. maintain the confidentiality of the Confidential Information; b. not use the Confidential Information for any purpose except as expressly permitted in this Agreement; c. limit access to the Confidential Information to employees, agents, or third parties as necessary and only for the permitted purpose; d. ensure that all persons who have access to Confidential Information are aware of and comply with the confidentiality obligations of this Agreement.

3. **Return of Confidential Information:** Upon the Disclosing Party's written request, the Receiving Party shall return or destroy all copies of the Confidential Information in its possession.
4. **Duration of Confidentiality Obligation:** The confidentiality obligations of this Agreement shall remain in effect for a period of [insert number] years from the date of disclosure of the Confidential Information.
5. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of [insert jurisdiction], without regard to its conflict of law principles. The parties consent to exclusive jurisdiction and venue in the courts of [insert jurisdiction].

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the Effective Date.

Lucky Mario Information Limited

By: _____

Name:

Title:

Date:

[Receiving Party's Name]

By: _____

Name:

Title:

Date: