EverLearn 恆學

EverLearn Education Technology Co., Ltd. 恆學教育科技有限公司
5F-5, No. 3, Aly. 4, Ln. 315, Sec. 2, Zhonghua Rd., Zhongzheng Dist., Taipei City, Taiwan
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Mutual non-disclosure agreement

保密協議書

PARTY A

EverLearn Education Technology Co., Ltd.

5F-5, No. 3, Aly. 4, Ln. 315, Sec. 2, Zhonghua Rd., Zhongzheng Dist., Taipei City, Taiwan. Tax ID: pending

PARTY B

To fill: company name

To fill: address and tax ID

The two parties want to explore and carry out a cooperation on training videos and a learning platform. Each will keep the other's secrets. They agree as follows.

1. **Purpose** / The parties share confidential information only to explore and carry out this cooperation, and for no other use.
2. **Confidential information** / Any information one party gives the other, in writing, by mouth or in electronic form. This includes SOPs, drawings, specifications, course material, customer lists and prices. It counts if it is marked confidential or is clearly confidential by its nature.
3. **Duty of secrecy** / The receiving party keeps it with the same care it uses for its own secrets, and at least reasonable care. Only employees and advisers who need it for the work may see it, and they must be bound by the same secrecy. It may not be told to a third party without the other party's written consent.
4. **Exceptions** / These are not limited: information that is public and did not become public by a breach, information already lawfully held before receipt, information developed independently without using the other party's material, and information lawfully obtained from a third party with no duty of secrecy. If a court or authority orders disclosure, the party must tell the other first and disclose only what is needed.
5. **AI and cloud tools** / When EverLearn uses AI or cloud tools on Party B's material, it uses only services that do not train models on the data, and it tells Party B which tools it used when asked.
6. **Return and deletion** / When the cooperation ends, or when the other party asks in writing, each party deletes or returns the confidential information within 30 days. Backups that the law requires to be kept stay secret until the law allows deletion.
7. **Term** / This agreement is valid for 2 years from the date of signing. The duty of secrecy continues for 2 more years after it ends.
8. **General** / This agreement grants no intellectual property rights. It is governed by the laws of the Republic of China (Taiwan). The Taipei District Court of Taiwan is the court of first instance for any dispute. It is made in two copies and each party keeps one.

Party A signature

Date

Party B signature

Date

This template is a general form and is not legal advice. Have your own legal staff check it before signing.

Light orange boxes are fields to fill in. The document is final once they are filled.