

Non-Disclosure Agreement

To:
Worldwide Edutainment Group Inc. ("**Company**")

Re: **CONFIDENTIALITY UNDERTAKING**

I, _____ [FULL NAME], ID/Registration No. _____ ("**Recipient**"),
of _____ [ADDRESS] hereby acknowledge, confirm and undertake
towards the Company, and any subsidiary or affiliate of the Company at any time, as follows:

1. Recipient is aware that he may (or may have) receive(d), learn(ed), be(en) exposed to, obtain(ed), or has (had) access to information relating to the Company, its current and future products or services, business and activities, including without limitation, commercial, financial, business, professional, technical, or technological information, inventions, research and developments, processes, discoveries, ideas, improvements, connections, copyrights, modifications, concepts, techniques, methods, designs, drawings, illustrations, data, processes and proprietary information, specifications, know-how and trade secrets, information related to marketing, operations, activities, policies and procedures, customers, suppliers, franchisees or other business partners, business and other plans or models, financial reports or statements, the Company's franchise system, study programs, manuals (including operation manuals, instructors manual, training materials) etc., all whether or not marked confidential, whether or not patentable or otherwise protectable, (the "**Confidential Information**"). For the avoidance of doubt, Confidential Information shall also include all such information, whether or not patentable or otherwise protectable, and all intellectual property rights associated therewith, which Recipient may (or have) gather(ed), invent(ed), make(de), develop(ed), discover(ed), conceive(d), create(d) or reduce(d) to practice, in whole or in part, independently or jointly with others, during or in the framework of his engagement with the Company; which shall be considered, for all intents and purpose, as sole and exclusive property of the Company as "work made for hire". Confidential Information shall also include any such information of third parties with respect to which Company may have a duty of confidentiality and non-use.

Notwithstanding the above, Confidential Information shall not include, information: (a) which was in the public domain at the time of disclosure; or (b) the disclosure of which by Recipient is compulsory by law or court order, in which case Recipient shall (i) provide the Company with a prior written notice before making any disclosure under such compulsion of law or court order; (ii) cooperate in any and all efforts made by the Company to obtain relief, avoid or limit such law or court order, to the best of Recipient legal ability.

2. Recipient recognizes that such Confidential Information is a valuable and unique asset of the Company is highly confidential and contains professional and commercial secrets, while its unauthorized disclosure or use will cause severe damage and losses.
3. Recipient hereby undertakes: **(a)** to maintain the Confidential Information, and any part thereof, in strict confidence; **(b)** not to, directly or indirectly, communicate, publish, reveal, describe, allow access to or otherwise disclose or expose the Confidential Information in whole or in part, in writing or otherwise, other than with the prior written approval of the Company; and - **(c)** not to use, directly or indirectly, alone or with others, and not to allow use of, the Confidential Information for any purpose whatsoever, other than in accordance with the Company's prior written consent.

4. Disclosure by Recipient within its organization shall only be allowed on a need to know basis, and subject to relevant directors/ officers/ partners/ members/ employees/ independent contractors of Recipient signing a non-disclosure agreement materially in similar form to the confidentiality undertakings hereunder.
5. Without derogating from and in addition to the provisions of law and/or agreement, Recipient undertakes that upon the Company's request, Recipient shall return to the Company any and all documents and/or tangible materials containing Confidential Information and shall erase or destroy any computer or data files in his possession containing Confidential Information.
6. Recipient's undertakings hereunder shall remain in full force and effect without limitation of time.
7. If any provision of this Confidentiality Undertaking is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect and, as possible, such provision shall be deemed and construed to be reduced to the maximum duration, scope or subject matter permissible under the law in order to accommodate for the parties' intentions hereunder.
8. Recipient is aware that the breach of the undertakings herein or any part thereof could cause the Company severe and irreversible damage, to which monetary damages would not constitute sufficient remedy. Without derogating from any other remedies to which the Company or Founders may be entitled, Recipient undertakes that in the event of any breach hereof, the Company shall be entitled to a competent court issuing injunctive order(s) and/or other equitable relief to remedy or forestall any such breach or default or threatened breach.
9. This Undertaking shall be governed by, and construed in accordance with, the laws of the State of New York, exclusive of its choice of law provisions. The parties hereto hereby submit to the exclusive jurisdiction of the courts of New York city, New York; Provided, however, that the above shall not prevent Company (and Company only) from approaching the competent courts of any relevant jurisdiction for injunctive or other equitable relief.

In witness whereof, Recipient hereby affix his name and signature, as of _____, 20____.

Recipient Signature

Name: _____

Title: _____

Date: _____