

# Non-disclosure Agreement

**Entrusting party (Party A):**

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**Recipient (Party B):**

**Shenzhen Artop Inno Co. Ltd**

**(Hereinafter: "Recipient")**

**Both Entrusting party and the Recipient will also be together referred to as the "Parties".**

## **WHEREAS:**

- a) Entrusting party (Party A) and Recipient (Party B) Propose to conduct discussions and negotiations regarding the cooperative project. Exchanging of relevant business and technical information is required for the ongoing business discussions or cooperation between Entrusting party and Recipient with respect to (Project name) \_\_\_\_\_, this agreement is entered into by and between Entrusting party and Recipient through friendly consultations and under the principle of mutual benefit and joint development.
- b) In the course of discussing, evaluating and negotiating the proposed agreement, Entrusting party and Recipient have agreed to enter into confidentiality obligations.

## **1. Definition of Confidential Information**

Confidential information refers to data and information with respect to relevant businesses and technical information, whether in written or other forms, that have been disclosed by either Entrusting party or Recipient with clear label or designation of "Confidential information" (hereinafter referred to as "Confidential information"), excluding the following data and information:

Technical information or design concepts that are already or to be made public available, except those disclosed information by either Entrusting party or Recipient or their representatives in violation of this agreement and without one party's authorization.

Neither Entrusting party nor Recipient party shall disclose or make public any confidential information to a third party (including the press) or otherwise make use of the confidential information without the written approval or authorization of the other party; Both parties are obliged to instruct their representatives not to disclose or make public any confidential information to a third party (including the press) or otherwise make use of the confidential information; Unless the disclosure, publicity and application of the confidential information is necessitated by the due performance of the obligations of the two parties in association with the undertaking and proceeding of the cooperative programs under normal circumstances (including obligations to be assumed by both parties in the future pursuant to the law and contracts signed by the two parties).

The following items are not covered by the concept of this Confidential Information:

- (i) Information in the public domain at the effective date of the Confidentiality Agreement or information which becomes part of the public domain other than through non-compliance with the Confidentiality Agreement.
- (ii) Information that was already in the Recipient's possession before the Recipient received it from Entrusting party.
- (iii) Information that the Recipient has obtained from a third party without any obligation to keep the information secret.
- (iv) Information that the Recipient has obtained by unlawful means from and out of the domain of either parties beyond despite the due care and diligence exercised by either parties.

Both parties shall strictly limit the access to the confidential information to their responsible representatives only for the purpose specified hereunder.

Neither party shall provide a third party with copies or duplicates of the confidential information disclosed by the other party or its representative, whether intentionally or not, unless the disclosure is allowed by a written consent signed by the other party.

In the event that the proceeding of the cooperative program ceases or either party quits the program with reasons, a party shall and shall urge its representatives to destroy or return to the other party all confidential information as well as all documents and materials and all duplicates thereof containing confidential information within five working days or upon the request of the other party at any time in writing duly addressed to the party opting out of this agreement. Nevertheless, the party possessing the confidential information may keep one piece of the duplicates of the documents or materials described above only for the purpose enshrined in Article 4 hereunder, without breaching other provisions of this agreement.

## **2. Preservation and Application of the Confidential Information**

2.1 Both Entrusting party(Party A) or Recipient(Party B) have the right to preserve necessary confidential information, so as to make use of which in implementing binding laws, regulations, and obligations under their cooperative programs.

## **3. Intellectual Property Rights**

3.1 Disclosure of the confidential information by either Entrusting party(Party A) or Recipient (Party B )to the other party or its representatives shall not be construed to constitute an assignment or grant to the other party or its representatives of the rights and interests in relation to its trade secrets, trademarks, patents, know-how or any other intellectual property, nor shall it constitute an assignment or grant to the other party or its representatives the rights and interests in relation to the trade secrets, trademarks, patents, know-how, or any other intellectual property authorized by a third party.

## **4. Confidentiality obligation**

4.1 This agreement shall be governed by and be interpreted in accordance with the laws of the People's Republic of China. With respect to any issues, disputes, lawsuits or proceedings arising from or in

connection with the rights and obligations of the parties hereunder, the two parties shall irrevocably accept the jurisdiction of the people's courts of the People's Republic of China.

## **5. Term of the Agreement**

5.1 This agreement shall remain effective for two years, and shall come into force as from the date when both parties sign and stamp the company chop on the agreement.

## **6. TERMINATION OF THE AGREEMENT**

6.1 This agreement shall be terminated for the following reasons;

- i) by efflux of time or due performance of the agreement;
- ii) by mutual consent wherein one of the party is unable to perform the contract for valid and acceptable reasons by the other party;
- iii) breach of the covenants by either parties
- iv) outbreak of war, violence, or emergency between the two countries, under the circumstance, both the parties are at liberty to either suspend the agreement temporarily and revive the same on restoration of peace between the two countries or permanently terminate the agreement.

6.2 Should the agreement be terminated, for points (ii) to (iv) above, either party shall intimate the other party of such termination in writing duly addressed to the other party.

**This agreement shall be held in two copies of the same form. Each party shall preserve one copy with equal legal effect.**

Entrusting Party (Party A). \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Signature of Legal Representative

(or Authorized Representative):

\_\_\_\_\_

Recipient (Party B):

ShenZhen ARTOP Inno co., ltd

Address: ARTOP Building,

Industrial Design Park NO.3838 Nanshan Road,

Nanshan District, Shenzhen, China

Email: market@artopcn.com

Fax: + 86 755-82795341

Signature of Legal Representative

(or Authorized Representative):

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