

## **Non-Disclosure,Non-Use Non-Circumvention Agreement**

### **保密，禁用，不规避协议**

This Non-Disclosure,Non-Use and Non-Circumvention Agreement ( "Agreement" ) ,  
effective as of the last signed date set forth below, is entered into between the  
following parties:

此保密，禁用，反规避协定（“协定”），于以下最后签字日期起生效，由以下双方签署：

#### **DISCLOSING PARTY ("Party A"):**

披露方（甲方）

**Company Name:**

**Address:**

**Authorized Legal Representative/Manager:**

**Phone:**

**E-mail:**

**And/与**

#### **RECEIVING PARTY ("Party B"):**

接收方（乙方）

**Company Name: PCBLOOP Ltd.,Co.**

**Address: Tianan Cloud park B2-2103,Bantian, LG District,Shenzhen, GD, China.**

**Authorized Legal Representative/Manager: 杨小林 (Xiaolin Yang)**

**Phone: +86-755-2381 9569**

**E-mail: support@pcbloop.com**

WHEREAS,鉴于

Party A intends to share commercially valuable information ( "Confidential Information" ) with Party B, for the purpose of evaluating a potential business relationship and, if applicable, undertaking such business relationship with Party B. In consideration of the privilege of obtaining access to Party A's Information, Party B hereby agrees as follows:

甲方有意向乙方披露具有商业价值的信息 ( "秘密信息" ) , 以来评估与乙方合作的前景, 并在可行的情况下与乙方开展合作业务关系。

乙方考虑到其获取甲方信息的特权, 特此同意如下条款:

### **1. Confidential Information.**

The Confidential Information includes any information, design data, brand, mold, whether in oral, written, graphic, electronic or physical form, that relates to the business, operations, finances or technology of the Party A and that (a) is either designated as confidential by Party A or, by the nature of the circumstances, ought to be treated as confidential; and (b) information disclosed by Party A to Party B prior to this Agreement or is otherwise learned by Party B in the course of its dealings with Party A.

秘密信息。秘密信息包括与甲方的业务, 运营, 财务或技术相关的任何信息, 设计资料, 模具, 品牌, 无论是口头的, 书面的, 图形的, 电子形式的或实体形式的信息:

- (a) 被甲方指定为秘密, 或根据情况的性质, 应视为秘密;
- (b) 在本协议签订前甲方向乙方披露的, 或乙方在与甲方交易过程中获知的信息。

The Confidential Information also includes but not limited to patents, trade secrets, copyrightable works, brand, Logo, trademarks, concepts, designs, drawings, sketches, renderings, 3D renderings, developments, improvements, packaging design, formulas, product specifications, component and accessory specifications, protocols, methods, processes, test results, intended use, samples, prototypes, customized tooling, material composition, customer, market and product development plans, product promotional

plans, forecasts, cost information, and also includes the existence and progress of the parties' dealings and the terms of any agreement between the parties.

秘密信息并且包括但不限于，专利，商业秘密，受版权保护的作品，品牌，徽标，商标，概念，设计，绘图，草图，透视图，3D 渲染图，开发，改进，包装设计，配方，产品规格，元件和附件规格，标准，方法，流程，测试结果，预期用途，样品，原型，定制磨具，材料成分，客户，市场和产品开发计划，产品促销计划，预测，成本信息，并且还包括双方交易关系的存在，进展及协议。

Any disclosure of confidential information, whether written, graphic, electronic or physical, oral form (the oral must be recorded in writing), must be clearly marked with the word "Confidential" in order to be considered confidential.

任何秘密信息的披露，无论是书面、图形、电子或实体、口头形式（口头必须有书面记录），都必须明确标明 " 秘密 " 二字，方可被视为秘密信息。

## **2. Non-Disclosure, Non-Use and Non-Circumvention**

Except with expressed prior written authorization of the Party A, Party B agrees not to disclose, use or circumvent Party A to disclose or use the Confidential Information.

Under any circumstances, Party B shall not file any intellectual property registration application which is originated from Confidential Information disclosed by Party A. Such intellectual property registration including but not limited to patent registration, trademark registration and copyright registration.

保密，禁用，不规避。乙方同意，除非事先取得甲方明确的书面授权，乙方保证不泄露，不使用并且不规避甲方而泄露或使用秘密信息。在任何情况下，乙方不对源自甲方秘密信息的智慧财产权申请登记。该智慧财产权登记包括但不限于专利登记、商标登记和版权登记。

### **2.1 Non-Disclosure.**

Party B agrees not to disclose Confidential Information to any third party, whether in oral, written, graphic, electronic or physical form, including disclosure in marketing collaterals (photograph or video); make or permit any third party to make copies or other reproductions

of Confidential Information; reveal to any third party (including Party A's customers) that it is manufacturing Party A's products. Party B shall restrict the possession, knowledge, and use of Confidential Information to its officers, employees, consultants, agents, partners, or representatives ( "Party B's Representatives") who have a legitimate need to know such information and who are subject to binding obligations of confidentiality. Party B's Representatives shall be informed of the confidential nature of the information. Party B shall be responsible for any breach of this Agreement by any of its Representatives.

保密。乙方同意，不向任何协力厂商以口头，书面，图形，电子，实物形式或在行销宣传材料（图片或录像）中披露秘密信息；不复制或准许任何协力厂商复制或以其它方式复制秘密信息；不向任何协力厂商（包括甲方的客户）透露其正在生产甲方的产品的信息。乙方应限制对秘密信息的获取，获知和使用只在其合法需要获知秘密信息的领导，雇员，顾问，代理人，合作伙伴或公司代表（“乙方代表人”）范围之内，其代表人并且应同样受本协议保密义务的约束。乙方的代表人须被告知信息的保密性质。如果乙方的代表人违反本协议，乙方均须负责。

## **2.2 Non-Use.**

Party A has the ownership of the design and the exclusive right to use it; Without the written permission of Party A, Party B cannot use Party A's design for the production of non-Party A's products; Party B shall not use any design of Party A's products (including but not limited to product samples, product packaging, product videos and product pictures, etc.) as advertisements in public displays or commercial exhibitions or anywhere on the Internet to promote to other customers (Non-Party A); Party B shall not sell the customized products of Party A to other customers;

禁用。甲方拥有设计的所有权和独家使用权。未经甲方书面许可，乙方不能将甲方的设计用于非甲方产品的生产；乙方不应将甲方产品的任何设计（包括但不限于产品样品，产品包装，产品视频和产品图片等）用作广告在公共展示或商业展览展会中或在互联网上的任何地方推广给其他客户（非甲方）；乙方不应将所定制的甲方产品销售给其他客户；

## **2.3 Non-circumvention.**

Without the specific written approval of Party A, Party B shall not directly or indirectly,

circumvent, avoid, bypass Party A, including make use of a third party, to contact, deal with, transact, or otherwise be involved with any customers of Party A; or with any corporation, partnership, individuals, or other entities introduced or revealed by Party A.

This Agreement will be interpreted to prevent any such circumvention of its terms that would prevent Party A from receiving the compensation it would otherwise receive and in a manner that will provide maximum protection to the business expectations of Party A.

不规避。未经甲方特别书面许可，乙方不得直接或者间接地，包括利用一个协力厂商，规避，避免，绕过甲方与甲方的客户接触、接洽，交易或者介入甲方的客户关系；或与甲方介绍的或披露的公司、合作伙伴、个人或其它实体进行接触、接洽，交易或者建立关系。对本协定的解释，应按照防止任何对本协议条款的规避行为而导致甲方不能获得其原本能够获得的报酬，并对甲方的商业预期提供最大限度保障的方式进行。

### **3. Related Party**

The provisions of this Agreement shall be applicable to Party B's affiliates, subsidiaries, subcontractors and persons related in any way to Party B ("Related Party"). Disclosure to any Related Party except as specifically approved by Party A in writing shall be treated as a violation of this Agreement. Party B agrees that its Related Party is subject to binding obligations of confidentiality. Party B's Related Party shall be informed of the confidential nature of the information. Party B shall be responsible for any breach of this Agreement by any of its Related Party.

相关方。本协议关于保密的义务规定应适用于所有乙方的关联公司、子公司，分包商以及其他与乙方相关的公司和个人（“相关方”）。除甲方特别书面许可外，对任何相关方披露秘密信息应被视为违反本协议。乙方同意其相关方应同样受本协议保密义务的约束。乙方的相关方须被告知信息的保密性质。如果乙方的相关方违反本协议，乙方均须负责。

### **4. Loss and compensation.**

In case Party B breaches its obligations under this Agreement, Party A is entitled to remedies including but not limited to: (a) Request Party B to immediately stop its infringement and make corresponding monetary compensation for breaching the agreement; (b) Request Party

B to compensate the full loss and damage of Party A, including but not limited to the direct loss, indirect loss, loss of profit and attorney fees.

损失及赔偿。

如乙方违反本协议中的义务，甲方有权要求的补偿方式包括但不限于：

- (a) 要求乙方立即停止其侵权行为，并进行相应的货币化赔偿；
- (b) 要求乙方赔偿甲方的所有损失，包括但不限于直接损失，间接损失，利润损失和律师费。

## **5. Governing Law and Dispute Resolution.**

This agreement shall be governed by the laws of the People's Republic of China. Any dispute arising from or in connection with this Agreement shall be submitted to China Shenzhen Court of International Arbitration (hereinafter referred to as "SCIA" ) for arbitration which shall be conducted in accordance with the arbitration rules of "SCIA" .

The place of arbitration is Shenzhen. The language of arbitration shall be Chinese.

The arbitral award is final and binding upon both parties.

管辖法律。本协议受中华人民共和国法律管辖。

因本协议引起的或与本协议有关的争议，均提请中国深圳国际经济贸易仲裁委员会（深圳国际仲裁院）（"SCIA"），并按照该会仲裁规则进行仲裁。

仲裁地点为深圳。仲裁语言为中文。仲裁裁决是终局的，对双方均有约束力。

## **6. Language.**

This Agreement is written in the English and Chinese languages.

In the event of a dispute, the English language shall prevail.

语言。本协议以英文和中文书写。如有争议，以英文为准。

## **7. Term.**

This Agreement enters into effect since the date duly signed by both Parties and the term of this Agreement is Two (2) Years.

期限。本协议自双方签署之日起生效，协议的有效期限为 2 年。

## **8. Amendment.**

Any amendment or modification to this Agreement shall come into force only after a written amendment agreement is signed by the both Parties.

修订。本协议任何修订或修改仅在双方签署书面修订协议后生效。

## **9. Entire Agreement.**

All invested companies and related upstream and downstream subsidiaries of Party A are protected by this agreement.

签约延伸。甲方所有投资的公司和关联的上下游子公司均受本协议保护。

If party B changes its owner, legal representative, merges with another company, changes address or otherwise during the term of this agreement, it must inform Party A and provide it with all details within 14 days. Party A will have a right of recourse against this new party/merged company etc for obligations under the agreement.

如果乙方在本协议有效期内变更其所有者、法定代表人、与其他公司合并、变更位址或其他情况，必须在 14 天内通知甲方并提供所有细节。甲方将有权对该新方 / 合并后的公司等追索，以履行本协议规定的义务。

## **10. Counterparts.**

This agreement may be executed in TWO counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

文本。本协议可签署壹式贰份文本，每方各持壹份，每份文本均应被视为正本，但所有文本应共同构成唯一且相同的法律档。

## **11. Mutuality.**

To the extent that confidential information is disseminated or exchanged by both parties, such information shall be confidential as to both parties, the Companies and the Confidant.

对等保密。如果双方交换机密信息，则此类信息都应被确保保密。

**IN WITNESS WHEREOF**,the Parties hereto have caused this Agreement to be executed in two (2) originals by their duly authorized representative.

兹此为证，本协定由双方正式授权代表签署了本协定的两（2）份正本，签署后立即生效。

**AGREED TO AND ACCEPTED BY** 接受并同意：

**DISCLOSING PARTY("Party A")**披露方（甲方）

**AUTHORISED SIGNATORY**

**Name:**

**Position:**

**Signature:**

**Date of Signature:**

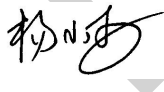
**RECEIVING PARTY("Party B")**接收方（乙方）

**AUTHORISED SIGNATORY**

**Name:** 杨小林 (Xiaolin Yang)

**Position:** Manager

**Signature:**



**Date of Signature:**