

NONDISCLOSURE AGREEMENT**Disclosing Party:****Company Name:**

Contact person:

Address:

Email:

Telephone:

and

Receiving Party:**Company Name:Shenzhen Xiaobupao Technology Co., Ltd ,**

Contact person: Nick Wei

Address: RM3311, 3rd Building No.58 Bulan Road Longgang District, Shenzhen City, Guangdong Province China

Email:contact@xiaodingtech.cn

Telephone: +8615013883553

With a place of business at _____ application products enter into this agreement with the intent to exchange certain information with each other, and in consideration for said exchange agree as follows:

1. Purpose

Each party (the "receiving party") agrees that it shall use any proprietary information disclosed by the other party (the "disclosing party") under this Agreement only for the purpose of discussing and evaluating a potential business relationship between the parties and will not use any such proprietary information for the provision of services or products outside that purpose. The Parties intend to explore a potential business relationship involving product design, sourcing, and manufacturing services for consumer and medical application products products (the "Purpose"). In connection therewith, each Party may disclose certain confidential and proprietary information to the other.

2. Definition of Proprietary and Confidential Information

"Proprietary or Confidential Information" includes, without limitation, all technical, business, or commercial data; drawings, designs, product concepts, specifications, 3-D renders, prototypes, marketing plans, supplier details, pricing, or know-how disclosed in any form, whether oral, written, digital, or visual.

Confidential Information shall also include any derivative, analysis, or summary prepared by the Receiving Party.

Information will not be considered confidential only if it:

- (a) was already lawfully known to the Receiving Party;
- (b) is or becomes publicly available through no fault of the Receiving Party; or
- (c) is lawfully obtained from a third party not bound by a confidentiality obligation.

3. Obligations of the Receiving Party

The Receiving Party shall not disclose any Proprietary or Confidential Information disclosed to it by the Disclosing Party to anyone other than its affiliates, employees, contractors, or authorized representatives who have a legitimate need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein.

The Receiving Party shall exercise the same degree of care to prevent disclosure as it takes to protect its own confidential information but not less than a reasonable degree of care. In the event of any loss or improper disclosure, the Receiving Party shall immediately notify the Disclosing Party.

The Receiving Party shall not:

- reproduce, copy, modify, decompile, or reverse-engineer any product, design or prototype / sample derived from the Confidential Information;
- design, manufacture, distribute, or sell any product competing with or derived from the Disclosing Party's concept; or
- use the Confidential Information for its own or any third party's benefit except as permitted herein.
- return or permanently destroy all Confidential Information, including copies, within 7 days of written request.

4. Intellectual Property Ownership

All intellectual property, concepts, inventions, designs, improvement, renderings, prototypes, and related materials disclosed by Disclosing Party remain the sole and exclusive property of Disclosing Party. No license, assignment, or transfer of rights is granted under this Agreement except for limited internal use necessary to perform the Purpose.

Any improvements or derivatives created by the Receiving Party based on the Confidential Information automatically vest in Disclosing Party.

5. Terms and Duration

This Agreement shall terminate five (5) year after the effective date of this Agreement, except for the obligations of the parties hereto with respect to proprietary information received prior to such termination which shall survive such termination pursuant to paragraph 3 above.

This Agreement commences on the Effective Date and remains in force for five (5) years. The confidentiality and non-use obligations survive termination for the same five-year period or until the confidential Information lawfully enters the public domain.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. Neither party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the prior written consent of the other party, not to be unreasonably withheld.

6. Return or Destruction of Information

Upon written request or upon termination, the Receiving Party shall promptly return or destroy all Proprietary or Confidential Information, including all copies, summaries, or extracts, and certify such destruction in writing, disclosed by the disclosing party.

7. No Warranty

All Confidential Information is provided "as is." No warranties, express or implied, are made regarding its accuracy or completeness.

8. Remedies

Both Parties acknowledge that any breach of this Agreement would cause irreparable harm for which monetary damages may be inadequate.

Accordingly, the Disclosing Party shall be entitled to seek injunctive relief or specific performance, in addition to any other remedies available under law or equity.

9. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of People's Republic of China. Any dispute arising out of or in connection with this Agreement shall be finally settled by **arbitration in China** under the **Rules of People's Republic of China**.

The arbitration award shall be final and binding on both Parties.

10. Miscellaneous

This Agreement shall be binding upon and inure to the benefit of the Parties and their successors or assigns.

Neither Party may assign or transfer its rights or obligations without the other Party's written consent.

This Agreement constitutes the entire understanding between the Parties and supersedes all prior oral or written communications regarding its subject matter.

This agreement may be executed electronically, PDF / Word copy or in counterparts, each of which shall be deemed an original and constitute one binding instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the later date written below.

Shenzhen Xiaobupao Technology Co., Ltd

Name: _____

Name: _____ Nick Wei _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____