

# NON-DISCLOSURE AGREEMENT

This agreement is entered into by and between WANFON PROTOTYPE (HK) Co., LIMITED. (hereinafter referred to as “Wanfon”) and \_\_\_\_\_ (hereinafter referred to as “Client”) on \_\_\_\_\_. Client is in possession of valuable confidential and proprietary know-how and business information related to (hereinafter referred to as “Confidential Information”).

Client agrees to disclose Confidential Information provided that Wanfon will keep Confidential Information disclosed to it in strict confidence, the parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information.

## *1. Definition of Confidential Information*

Confidential information refers to data and information with respect to relevant businesses and technologies, whether in written or other forms, that have been disclosed by Client with clear label or designation of 'confidential information', excluding the following data and information:

(1) which is known to Wanfon or is generally available to the public prior to the date of signature of this Agreement ; or

(2) which hereafter, through on act on the part of Wanfon, become generally available to the public; or

(3) which is furnished to Wanfon by any third party having a lawful and unrestricted right to do so and having no obligation of confidentiality, either direct or indirect; or

(4) which is furnished by Client to any third party on a non-confidential basis.

## *2. Obligations and Liabilities*

(1) Wanfon shall keep all the Confidential Information disclosed by Client to it in strict confidence, and shall only disclosed Confidential Information to those employees within its organization who need to know it for the purpose of works in manufacturing process.

(2) Wanfon shall take all and any necessary steps to prevent the disclosure of Confidential Information to any third party; and

(3) Wanfon shall not commercially utilize Confidential Information for the benefit of own or third party without having obtained prior written consent from Client to such utilization.

(4) Neither party shall take or cause to be taken any physical forms of Proprietary Information(nor make copies of same)without the other party's written permission.

(5) After the close negotiation, Wanfon will destruct all reports, documents by Client, if Client has special request, according to Client request processing.

## *3. Dispute Settlement and Governing Laws*

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.

#### 4. *Term of the Agreement*

All above commitments shall promptly and automatically be terminated in their entirety upon the lapse of a period of one year after the date of signing of this Agreement.

The Agreement shall be effective on the date of execution by representative of each party as blow:

WANFON PROTOTYPE (HK) Co., LIMITED

\_\_\_\_\_

Representative: \_\_\_\_\_

Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_