

NON-DISCLOSURE AND LIMITED AGREEMENT

This Non-disclosure and Limited Agreement (“Agreement”) having an effective date of 3/20/23 (“Effective Date”), is by and between Shenzhen Minew Technologies Co., Ltd., a limited liability company duly formed and validly existing under the laws of People’s Republic of China, with its principal offices at 3rd Floor, I Building, Gangzhilong Science Park, QingLong Road, Longhua District, Shenzhen, China (“Minew”) and _____, a company duly formed and validly existing under the laws of _____ with its principal offices at _____ individually referred to as a “Party” and collectively referred to as the “Parties”.

Parties possess certain confidential technical and/or business information that relates to the business of Company and/or its collaborators and shall be referred to collectively as “**Confidential Information**”. For the avoidance of doubt, the existence of this Agreement and related discussions between the parties shall also be considered Confidential Information hereunder.

WITNESSETH THAT:

WHEREAS, Parties wish to engage in secure and confidential discussions for the evaluation or furthering of a business relationship (the “Purpose”); and

WHEREAS, Parties desire to obtain certain proprietary or confidential information from the other Party for the Purpose; and

WHEREAS, Parties wish to protect their respective intellectual property rights, including, but not limited to, the absolute novelty of any subject matter of any invention claimed in any patent application; and

WHEREAS, Parties are willing to provide such information for Purpose in accordance with the terms hereof;

NOW, THEREFORE, Parties do mutually agree as follows:

1. Definitions.

a. “Confidential Information” shall mean all confidential or proprietary information or data and all recording bearing media containing or disclosing such Confidential Information (including, without limitation, information or data relating to research, development, engineering, manufacturing, technical, marketing, sales, financial, operating, performance, cost, business process information or data, know-how, patents applications, and other proprietary rights, products, specifications, samples, computer programming and other software and software techniques) provided by a Disclosing Party to a Receiving Party in any format (including, but not limited to, electronically, in writing or orally). The existence of this Agreement and the discussions between the Parties with respect to the purposes hereof and the status of such discussions, shall also be considered confidential, and shall be subject to the nondisclosure obligations set forth in this Agreement.

b. “Disclosing Party” shall mean each Party hereto which provides Confidential Information to the Receiving Party hereunder.

c. “Receiving Party”/” Recipient” shall mean each Party hereto, and its officers, directors, consultants and employees thereof to which Confidential Information is provided by the Disclosing Party hereunder.

d. “Recipient's Affiliates” shall mean any legal entity directly or indirectly controlling, controlled by or under common control with Receiving Party.

2. Confidentiality and Non-Use. The Receiving Party agrees that it shall, and if Receiving Party discloses Confidential Information to Recipient's Affiliates, cause its Recipient's Affiliates also to:

- a. use the same degree of care as it uses for its own confidential information, but not less than reasonable care to hold confidential and not disclose to persons or entities other than Receiving Party or Recipient's Affiliates, having a reasonable need to know, such Confidential Information in connection with the Purpose and who have executed a non-disclosure agreement with terms no less stringent than the terms of this Agreement. The Receiving Party will be liable for the Recipient's Affiliates' unauthorized use and/or disclosure whether caused by negligence or otherwise, and
- b. use such Confidential Information only for the Purpose: as set forth herein and for no other purposes whatsoever, except with the prior written consent of the Disclosing Party; and
- c. return the Confidential Information (with all copies thereof and all portions of documents prepared by or for the Receiving Party or Recipient's Affiliates that contain Confidential Information) to the Disclosing Party or, at the option of the Disclosing Party, destroy all Confidential Information, including all copies thereof and all portions of such documents containing Confidential Information, and provide the Disclosing Party with a certificate of an officer of the Receiving Party stating that such destruction has occurred within thirty (30) days of receipt by the Receiving Party of a written request therefore from the Disclosing Party or upon termination of this Agreement.

3. Exceptions to the Confidentiality and Non-Use Obligations.

- a. Any communication of the Confidential Information made in response to a valid order or judgment by a court or other governmental body or that is otherwise required by law (but only to the extent of such order or requirement) will not be deemed to be a violation of Recipient's obligations under this Agreement; provided, that under such circumstances, Recipient agrees that Recipient will (to the extent permitted by applicable law) use reasonable commercial efforts to provide Company with prior written notice of any disclosure to be made pursuant to such order or requirement and cooperate with the efforts of Company to obtain a protective order or other assurance of confidential treatment of the Confidential Information to be disclosed pursuant to such order or requirement. If, in the absence of a protective order, Recipient is compelled as a matter of law to disclose the Confidential Information, Recipient will disclose only that part of the Confidential Information as is required by law to be disclosed and (prior to such disclosure) will (to the extent permitted by applicable law) advise and consult with Company as to such disclosure.; or
- b. was lawfully in Receiving Party's possession prior to receipt from the Disclosing Party whether before or after the date of this Agreement; or
- c. is received by Receiving Party independently from a third party who is not bound by restrictions similar to those set forth herein and is free to lawfully disclose such information to Receiving Party; or
- d. is approved for disclosure or use in writing by the Disclosing Party.

4. No Creation or Transfer of Rights in Confidential Information or Intellectual Property Hereunder. The disclosure of Confidential Information hereunder does not, and shall not be construed to: (i) grant to Receiving Party any license or other right under any trademark, patent, copyright, or other intellectual property right held by Company, (ii) constitute any representation, warranty, assurance or guarantee as to the ownership, validity, or non-infringement of the Intellectual Property Rights of any third party, or as to any other matter, or (iii) constitute an inducement by Company to Recipient's infringement of the Intellectual Property Rights of any third party. Furthermore, it is expressly understood and agreed that Recipient shall not have any right to develop derivative works or to make any inventions, developments or improvements or to file any patent applications that are based upon, or otherwise make use of, any of Confidential Information.

5. **No Further Obligations or Agreements Hereunder.** The Receiving Party shall be under no obligation to pay or otherwise provide any benefit or compensation to the Disclosing Party, in exchange for, or as a result of, the disclosure to them of Confidential Information. Neither Party shall be under any obligation to enter into any further agreements of any nature whatsoever as a result of this Agreement.

6. **Representations and Warranties.** The Disclosing Party represents and warrants that it possesses all necessary powers, rights and authority lawfully to disclose the Confidential Information provided thereby to the Receiving Party and Recipient's Affiliates for the purposes set forth above, which representation and warranty shall survive the termination of this Agreement. Any other representations or warranties shall be made by the Disclosing Party, if at all, only in definitive written agreements, which may be entered into hereafter with respect to the potential transaction under discussion by the Parties hereto. The Confidential Information is provided by the Disclosing Party "AS IS" without warranty of any kind, including, but not limited to, any warranty of accuracy, completeness, or non-infringement, and without liability for any damages whatsoever relating to the Receiving Party's use of the Confidential Information.

7. **Period of Confidentiality.** This Agreement shall remain in effect for a period of three (3) years from the Effective Date unless otherwise terminated by both Parties. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

8. **Return of Materials.** The Receiving Party will not make any copy or excerpt of Confidential Information without the Disclosing Party's prior written consent. Any Confidential Information that is made available or disclosed to the Receiving Party or any of its Affiliates hereunder, together with all copies or excerpts thereof in the Receiving Party's possession or control, will be promptly destroyed or returned to the Disclosing Party, and all electronic copies thereof will be permanently destroyed, at the earlier of (a) the Disclosing Party's request for destruction or return of the same, as the case may be, or (b) the completion of the Purpose. Notwithstanding the destruction or return of the Confidential Information, the Non-Disclosing Party and its Representatives will continue to be bound by the obligations set forth in this Agreement.

9. **Entire Agreement.** This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements and understandings between the Parties relating to the subject matter hereof.

10. **Waivers; Amendments; Assignment.** This Agreement may not be modified, amended or waived except in writing and executed by both Parties. This Agreement to any person or company without prior written approval by the other Party.

11. **Governing Law; Disputes.** This Agreement shall be governed by the laws of the People's Republic of China, without reference to the conflict of laws. All disputes arising from or in connection with this Agreement shall be submitted to Shenzhen Court International Arbitration for arbitration in accordance with its rules of arbitration in effect at the time of applying for arbitration. The seat of arbitration shall be Shenzhen. The arbitration language will be English. The arbitration award is final and binding upon both parties. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that a party hereto has breached this Agreement, such party shall be liable and shall pay to the non-breaching party all reasonable costs and fees, including, but not limited to, attorneys' fees and court costs, incurred by such non-breaching party in connection with such litigation, including any appeal therefrom.

12. **Export and Re-export of Information.** The Receiving Party shall comply, and shall cause Recipient's Affiliates to comply, with all applicable laws and regulations pertaining to the export or re-export of the Confidential Information received by it or Recipient's Affiliates. The Receiving Party represents and warrants that no technical data it receives in conjunction with the Confidential Information that is subject to the export control laws of China ("CHN.") shall be exported

from the CHN or re-exported from any other country without first complying with all export control laws and regulations of

the CHN Government, including the requirement for obtaining any export license, if applicable. The Receiving Party shall be responsible for obtaining the appropriate CHN export license to export or re-export any such technical data. The Receiving Party shall indemnify and hold the Disclosing Party harmless from all claims, damages, costs, fines, penalties, attorney's fees and all other expenses arising from its failure to comply with this Section and/or applicable export control laws and regulations.

13. **Notice.** Unless otherwise provided in this Agreement, any notice required or permitted by this Agreement shall be in writing and accomplished by personal delivery, or registered or certified mail return receipt requested and sent to:

To
Shenzhen Minew Technologies Co., Ltd.

Name: Ryan Shaw

Position: sales director

Address: 3rd Floor, I Building, Gangzhilong Science Park,

QingLong Road, Longhua District, Shenzhen 518109, China

Phone: +86 (755) 2103 8160

To

Name: _____

Position: _____

Address: _____

Phone: _____

Such notice shall be deemed to have been given at the time of delivery or in the case of mail, five (5) days after it has been mailed by such certified or registered mail or to such other address as may be specified by similar notice.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement. Facsimile signatures to this Agreement shall be deemed to be binding upon the Parties.

15. **Divisibility.** If any of the provisions of this Agreement are determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of this Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties will be construed and enforced accordingly. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their fully authorized representatives.

Shenzhen Minew Technologies Co., Ltd.

Company Name

(Signature)_____
(Signature)_____
Mina Huang
(Print Name)_____
(Print Name)_____
Legal Counsel
(Title)_____
(Title)_____
20th, March, 2023
(Date)_____
(Date)