

This Mutual Non-Disclosure Agreement (this "Agreement") is made and entered into as of [____ / ____ / ____] by and between:

Party A:

Company Name:

Shenzhen Qishun Innovision Electronics Co.

Address:

2D, No. 33 Sheng Ping South Road, Sheng Ping Community, Long Cheng Street, Long Gang District, Shenzhen City

Contact Person:

Contact:

Email:

sales@qishunx.com

Party B:

Company Name:

Address:

Contact Person:

Contact:

Email:

This Agreement governs the disclosure, use, and protection of confidential information in connection with product development, sourcing, manufacturing, and business cooperation.

1. Definition of Confidential Information

"Confidential Information" means all non-public, proprietary, or sensitive information disclosed by either party, in any form (written, electronic, oral, visual, or physical), including but not limited to:

- Product designs, schematics, PCB layouts, firmware, and software
- Technical specifications, test data, and performance results
- Manufacturing processes, production methods, and quality control procedures
- Supplier, factory, and subcontractor identities and relationships
- Pricing, quotations, cost structures, and commercial terms
- Business strategies, customer lists, and market data

It also includes any summaries, analyses, or derivative works based on such information.

2. Purpose

Confidential Information shall be used solely for evaluating and executing potential business cooperation. Any other use is strictly prohibited without prior written consent.

3. Non-Disclosure and Use Restriction

The Receiving Party shall not disclose, publish, or distribute Confidential Information to any third party and shall not use such information outside the defined purpose.

4. Supplier and Manufacturing Protection

The Receiving Party shall not disclose Confidential Information to any factory, supplier, subcontractor, or third party except with prior written approval from the Disclosing Party.

5. Non-Circumvention

The Receiving Party shall not bypass or directly engage with suppliers or partners introduced by the Disclosing Party.

6. Copying Restriction

No copies, reproductions, or storage of Confidential Information shall be made without prior written consent.

7. Accuracy of Information

The Disclosing Party makes no representations or warranties as to the accuracy or completeness of the Confidential Information.

8. Export Control

No Confidential Information shall be exported or transferred across jurisdictions without required approvals.

9. Standard of Care

The Receiving Party shall protect the Confidential Information with at least reasonable care and industry standards.

10. Exclusions

Information is not confidential if it is public, previously known, independently developed, or legally obtained.

11. Return or Destruction

All Confidential Information must be returned or destroyed upon written request.

12. Term and Survival

This Agreement remains valid for 3 years; confidentiality obligations survive for 5 years.

13. Non-Solicitation

Neither party shall solicit employees of the other during the agreement and for 2 years thereafter.

14. Liability and Remedies

Breach may result in injunctive relief, damages, and recovery of legal costs.

15. Governing Law and Dispute Resolution

This Agreement is governed by Hong Kong law; disputes resolved via arbitration in Hong Kong.

16. Entire Agreement

This document represents the full agreement and requires written signatures for modification.

17. Compelled Disclosure

Notwithstanding any provision of this Agreement, if the Receiving Party or its representatives are required by law, regulation, or valid legal process (including court order, subpoena, or governmental request) to disclose any Confidential Information, the Receiving Party shall:

1. Promptly notify the Disclosing Party in writing prior to such disclosure, to the extent legally permitted;
2. Cooperate with the Disclosing Party in seeking a protective order or other appropriate remedy;
3. Disclose only the minimum portion of Confidential Information required by law;
4. Use reasonable efforts to ensure that such disclosed information is treated confidentially.

18. Ownership of Confidential Information

All Confidential Information disclosed under this Agreement shall remain the sole and exclusive property of the Disclosing Party. No license, ownership right, or other interest in the Confidential Information is granted or implied by this Agreement, except for the limited right to use such information strictly for the Purpose defined herein.

The Receiving Party shall not acquire any intellectual property rights, whether by implication, estoppel, or otherwise, in or to the Confidential Information.

19. Restriction on Disclosure to Competitors

Under no circumstances shall the Receiving Party disclose, transfer, or make available any Confidential Information, directly or indirectly, to any competitor of the Disclosing Party.

For the purpose of this Agreement, a “competitor” includes any individual, company, or entity engaged in similar business activities, including but not limited to product development, manufacturing, sourcing, or commercialization of similar or competing products.

The Receiving Party shall be responsible for ensuring that its employees, affiliates, advisors, subcontractors, and any third parties under its control strictly comply with this restriction.

Any breach of this clause shall be deemed a material breach of this Agreement and shall entitle the Disclosing Party to immediate injunctive relief, damages, and any other remedies available under applicable law.

IN WITNESS WHEREOF, this Agreement consists of four (4) pages, each of which has been duly signed by both parties.

SIGNATURES

Party A:

Authorized Representative Name:

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Title:

.....

Signature:

Date: ____ / ____ / ____

Party B:

Authorized Representative Name:

.....

Title:

.....

Signature:

Date: ____ / ____ / ____