

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of _____ (the "Effective Date"), by and between:

Disclosing Party / Receiving Party (Client):

Company Name: _____

Address: _____

Email: _____

(hereinafter referred to as "Party A")

and

Disclosing Party / Receiving Party (Manufacturer):

Imago Technology Co., Limited

Email: bd@protoparthub.com

Phone: +86 189 2654 5688

(hereinafter referred to as "Party B")

Party A and Party B are collectively referred to as the "Parties" and individually as a "Party".

1. Purpose

The Parties wish to explore a potential business relationship concerning precision manufacturing services, including but not limited to CNC machining, sheet metal fabrication, 3D printing, injection molding, and related engineering support (the "Purpose"). In connection with the Purpose, each Party may disclose certain confidential and proprietary information to the other Party.

2. Definition of Confidential Information

"Confidential Information" means any and all non-public information, whether in written, oral, electronic, or other form, disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), including but not limited to:

- Technical data, drawings, 3D models, CAD files, specifications, and designs
- Product concepts, prototypes, and manufacturing processes
- Business plans, pricing, customer information, and project details

- Any other information marked as “Confidential” or that a reasonable person would understand to be confidential

3. Obligations of the Receiving Party

The Receiving Party agrees to:

- a) Hold the Confidential Information in strict confidence and take reasonable precautions to protect it;
- b) Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party;
- c) Use the Confidential Information solely for the Purpose;
- d) Limit access to the Confidential Information to employees, contractors, or advisors who have a need to know and who are bound by confidentiality obligations no less restrictive than those contained herein;
- e) Not copy or reproduce the Confidential Information except as necessary for the Purpose.

4. Exclusions from Confidential Information

Confidential Information does not include information that:

- a) Is or becomes publicly available through no fault of the Receiving Party;
- b) Was rightfully in the Receiving Party’s possession prior to disclosure;
- c) Is independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information;
- d) Is rightfully received from a third party without confidentiality restrictions;
- e) Is required to be disclosed by law, regulation, or court order (provided the Receiving Party gives prompt notice to the Disclosing Party, to the extent legally permitted).

5. Term and Termination

This Agreement shall remain in effect for a period of **three (2) years** from the Effective Date, unless terminated earlier by mutual written agreement. The obligations of confidentiality shall survive the termination or expiration of this Agreement for a period of **three (2) years** thereafter.

6. Return or Destruction of Confidential Information

Upon written request by the Disclosing Party, or upon termination of this Agreement, the Receiving Party shall promptly return or destroy all Confidential Information and certify such destruction in writing, except for copies required to be retained by law or internal compliance policies.

7. No License / No Warranty

Nothing in this Agreement grants any license under any intellectual property rights. All Confidential Information is provided “as is”. The Disclosing Party makes no warranties, express or implied, regarding the accuracy or completeness of the Confidential Information.

8. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of **Hong Kong Special Administrative Region**. Any dispute arising out of or in connection with this Agreement shall be submitted to the Hong Kong International Arbitration Centre (HKIAC) for arbitration in accordance with its rules. The seat of arbitration shall be Hong Kong. The language of arbitration shall be English.

9. Miscellaneous

- This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements.
- This Agreement may only be amended in writing signed by both Parties.
- If any provision is found unenforceable, the remaining provisions shall continue in full force.
- This Agreement may be executed in counterparts (including electronic signatures), each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Party A (Client):

Party B (Imago Technology Co., Limited)

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: