

MUTUAL NON-DISCLOSURE AGREEMENT

Template — For review by legal counsel before execution

1. PARTIES

This Mutual Non-Disclosure Agreement ("Agreement") is entered into between: **Shenzhen JBR Precision Industry Product Co., Ltd.**, a company incorporated under the laws of the People's Republic of China, with its registered address at Shenzhen, Guangdong, China ("**JBRplas**"), and the party identified in the signature block below ("**Recipient**"). JBRplas and Recipient are each referred to as a "**Party**" and collectively as the "**Parties**."

2. PURPOSE

The Parties wish to explore a potential business relationship related to plastic injection mold manufacturing, injection molding production, tooling services, and related engineering and manufacturing services ("**the Purpose**"). In the course of discussions, each Party may disclose to the other certain confidential and proprietary information. This Agreement governs the treatment of such information.

3. DEFINITION OF CONFIDENTIAL INFORMATION

"**Confidential Information**" means any and all information, in any form, disclosed by one Party ("**Disclosing Party**") to the other ("**Receiving Party**"), including but not limited to:

- 3D CAD files, 2D engineering drawings, part specifications, and technical data
- Product designs, prototypes, samples, and tooling specifications
- Manufacturing processes, mold designs, and production methods
- Business plans, pricing, supplier lists, customer identities, and commercial terms
- Quality data, inspection reports, material formulations, and test results
- Any information that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure

Confidential Information may be disclosed in writing, orally, electronically, by physical inspection, or by any other means. Information disclosed orally shall be considered Confidential Information if it is identified as confidential at the time of disclosure and confirmed in writing within 30 days.

4. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to:

- Hold all Confidential Information in strict confidence and not disclose it to any third party without the prior written consent of the Disclosing Party
- Use Confidential Information solely for the Purpose and for no other purpose whatsoever
- Limit access to Confidential Information to employees and contractors who have a genuine need to know for the Purpose and who are bound by written confidentiality obligations at least as protective as those in this Agreement
- Protect Confidential Information using at least the same degree of care used to protect its own confidential information of similar importance, but in no event less than reasonable care
- Not reverse-engineer, decompile, or disassemble any samples, prototypes, or products provided

- Not export, re-export, or transfer any Confidential Information in violation of applicable export control laws
 - Immediately notify the Disclosing Party upon discovery of any unauthorised disclosure or use of Confidential Information
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5. EXCLUSIONS

Confidential Information does not include information that the Receiving Party can demonstrate by contemporaneous written evidence:

- Was already known to the Receiving Party without obligation of confidentiality at the time of disclosure
 - Is or becomes publicly available through no breach of this Agreement by the Receiving Party
 - Is rightfully received from a third party without obligation of confidentiality
 - Is independently developed by the Receiving Party without use of or reference to the Confidential Information
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6. OWNERSHIP AND RETURN OF MATERIALS

All Confidential Information remains the property of the Disclosing Party. No license, assignment, or transfer of any intellectual property rights is granted or implied by this Agreement. Within 30 days of the Disclosing Party's written request, or upon termination of discussions related to the Purpose, the Receiving Party shall return or destroy (at the Disclosing Party's election) all materials containing Confidential Information and certify such return or destruction in writing.

7. TOOLING AND MOLD OWNERSHIP

Without limiting the generality of Section 6, the Parties acknowledge that any injection mold, tool, fixture, gauge, or other tooling ("**Tooling**") designed and manufactured by JBRplas for the Recipient shall be the sole and exclusive property of the Recipient upon full payment of the tooling invoice. JBRplas holds any such Tooling stored at its facility on bailment only, for the sole purpose of fulfilling the Recipient's production orders. The Recipient may remove Tooling at any time upon 30 days' written notice. JBRplas shall not use the Tooling to produce parts for any party other than the Recipient without the Recipient's prior written consent.

8. TERM AND SURVIVAL

This Agreement shall remain in effect for a period of five (5) years from the date of last signature below. The obligations of confidentiality and non-use with respect to any Confidential Information disclosed during the term shall survive expiration or termination of this Agreement for a further period of five (5) years. The provisions of Sections 6 (Ownership) and 7 (Tooling and Mold Ownership) shall survive indefinitely.

9. NO OBLIGATION TO TRANSACT

Neither Party is obligated to enter into any further agreement, purchase order, or business relationship as a result of this Agreement. Either Party may terminate discussions related to the Purpose at any time without cause and without liability. This Agreement does not create any partnership, agency, or joint venture relationship between the Parties.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region, without regard to its conflict of laws principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Any dispute arising out of or in connection with this Agreement shall first be resolved through good-faith negotiation between the Parties. If negotiation fails within 30 days, either Party may submit the dispute to binding arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) in accordance with its rules. The arbitration shall be conducted in English before a single arbitrator. The award shall be final and binding. Each Party shall bear its own costs; the arbitration fees shall be shared equally.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, and understandings, whether oral or written. This Agreement may be amended only by a written instrument signed by both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signed copy transmitted by email in PDF format shall be deemed an original for all purposes.

SIGNATURES

JBRplas	Recipient
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Company: JBRplas	Company: _____
Date: _____	Date: _____

DISCLAIMER: This document is provided as a template only and does not constitute legal advice. Both parties should obtain independent legal review before signing. JBRplas makes no representation as to the legal sufficiency of this template for any particular purpose or jurisdiction.