



ACRYTECH MOLD
CRYSTAL QUALITY

ACRYTECH MOLD LLC

Address: Building A2, Zhen'an Science Park, Chang'an Town, Dongguan City, Guangdong Province. China, Postal Code: 523800

By: Download

Date: _____

Company/Individual Name: _____ and/
or

any Subsidiaries or Associative Business(es).

Address: _____ or any
other

place of business as listed with or under the name _____.

Primary Contact Person: _____. Or _____.

Re: Confidentiality and Non-Disclosure Agreement

Dear _____,

In connection with a potential cooperation agreement (the "Partner Agreement"), ACRYTECH MOLD LLC and _____ (the "Partner" and together, the "Parties") will receive from time-to-time information concerning the business, operations, products and planned products, inventions, research, technologies, finances, affairs and assets of the other party.

In consideration for and as a condition to any party furnishing to the other any Confidential Information (as defined below), each of the parties acknowledges the confidential and proprietary nature of the Confidential Information and agrees to

hold and keep the same as provided in this Agreement and otherwise agrees to each and every restriction and obligation in this Agreement.

1. Definitions

The term "Confidential Information" means any and all data and information concerning the disclosing party's business, operations, assets, liabilities, products and planned products, inventions, research, technologies, finances, prospects and affairs, or to the Partner Agreement, that has been or may hereafter be disclosed to or acquired by the disclosing party or its Representatives (as defined below), regardless of whether such information is in oral, visual, electronic, written or other form and whether or not it is identified as "confidential".

Confidential Information shall also include, without limitation, all notes, analyses, compilations, studies, summaries and other material prepared by, on behalf of or for the benefit of, the receiving party or its Representatives (as defined below), that contain, reflect, summarize, analyze, discuss or review any Confidential Information.

Confidential Information does not include information which:

- . a) is or becomes generally available to the public other than as a result of disclosure directly or indirectly by the receiving party or its Representatives;
- . b) is or becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party unless the receiving party knows after reasonable inquiry that such source is prohibited from disclosing the information to the receiving party by a contractual, fiduciary or other legal obligation to the disclosing party;
- . c) the receiving party can show was independently acquired or developed by the receiving party without the use of any Confidential Information;
- . d) was lawfully in the possession of the receiving party without any restriction on use or disclosure prior to its disclosure hereunder and without having been disclosed to the receiving party by the disclosing party; or
- . e) is indicated in writing by the disclosing party no longer to be Confidential Information.

The term "Representatives" means, in connection with a party hereto, its directors, officers, employees, agents, advisers or other representatives (including, without limitation, its attorneys, accountants, consultants, bankers and financial advisers).

2. Non-Disclosure and Use of Confidential Information

The receiving party agrees that Confidential Information will be used solely for the purpose of evaluating the Partner Agreement, that the Confidential Information will be kept confidential and that the receiving party will not disclose any of the Confidential Information in any manner whatsoever; provided, however, that the receiving party may disclose Confidential Information to its Representatives but only to the extent that such Representatives need to know such information for the purpose of evaluating the Partner Agreement and who have agreed in writing prior to such disclosure to be bound by the terms hereof to the same extent as the receiving party. In any event, the receiving party shall be responsible for any breach of this letter agreement by any of its Representatives.

No license or other right whatsoever, except for those rights expressly granted hereunder, are granted or conferred to the receiving party or its Representatives or are to be implied or inferred from this Agreement.

In addition, the receiving party shall not disclose to any person the fact that the Confidential Information has been made available, that this Agreement has been entered into, that discussions or negotiations are taking place concerning the Partner Agreement or any of

the terms, conditions or other facts with respect thereto (including the status thereof), except as contemplated by this Agreement.

In the event that the receiving party or its Representatives are requested or become legally compelled (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena or other similar process) to disclose any of the Confidential Information, the receiving party shall:

- . a) provide the disclosing party with prompt written notice of such request or requirement and the proposed content of any disclosure so that the disclosing party may seek a protective order or other appropriate remedy;

- . b) at the disclosing party's request and expense, co-operate with the disclosing party in limiting the extent of the disclosure and in obtaining an appropriate protective order or pursuing such legal action, remedy or assurance as the disclosing party deems necessary to preserve the confidentiality of the Confidential Information; and
- . c) if such protective order or other remedy is not obtained or the disclosing party grants a waiver hereunder, the receiving party may furnish that portion of the Confidential Information that it is, in the written opinion of its counsel, legally compelled to disclose; provided, however, that the receiving party shall use its best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

3. Handling and Return of Documents

The receiving party shall make the same efforts to safeguard the Confidential Information as it makes to safeguard its own confidential and proprietary business information, or all commercially reasonable efforts to safeguard the Confidential Information if such efforts would impose on it a higher standard of care.

Each party shall give the other party prompt written notice of any determination not to proceed with the Partner Agreement. If such notice is given, or at any time upon the written request of a party, each party shall, within seven (7) Business Days of the notice or request:

- . a) return all Confidential Information to the other party without retaining any copies, except for that portion of the Confidential Information which consists of work papers, which each party shall destroy or permanently erase;
- . b) destroy or permanently erase all copies of the Confidential Information; and
- . c) certify to the other party in writing that this Section 3 has been complied with.

4. No Representation or Warranty

The disclosing party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. The disclosing party expressly disclaims any and all liability to the receiving party and any other person that may be based upon or relate to the use of the Confidential Information by the receiving party or any of its Representatives or any errors in or omissions from the Confidential Information. The receiving

party acknowledges and agrees that it will be entitled to rely solely on the representations and warranties, if any, in a definitive agreement relating to a Partner Agreement when, as, and if it is executed, and subject to any limitations and restrictions as may be specified in such definitive agreement.

5. Legal Remedy

Disclosure or use of Confidential Information contrary to this Agreement, or any other breach of this Agreement, will give rise to irreparable injury to the disclosing party inadequately compensable in damages. The disclosing party may, in addition to any other remedy, enforce the performance of this Agreement by way of injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damages (and without the requirement of posting a bond or other security) and, notwithstanding that damages may be readily quantifiable, the receiving party agrees not to plead sufficiency of damages as a defense in any such proceeding.

The rights and remedies provided in this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or equity. All such rights and remedies may be exercised from time to time, and as often and in such order as the applicable party deems expedient.

In the event of a breach of a party's obligations under this Agreement, the breaching party shall, immediately following discovery of the breach, give written notice to the other party of the nature of the breach. The breaching party shall immediately upon consultation with the other party take all necessary steps to limit the extent of the breach.

6. Other Covenants and Agreements

The parties share a common legal and commercial interest in all Confidential Information which is and remains subject to all applicable privileges, including solicitor-client privilege, anticipation of litigation privilege, work product privilege and privilege in respect of "without prejudice" communications. No waiver of any privilege is implied by the disclosure of Confidential Information to any person pursuant to the terms of this Agreement.

Nothing in this Agreement nor the disclosure of Confidential Information creates any agency, partnership, joint venture, representative or employment relationship between the parties. Neither party will have any legal obligation with respect to any Partner Agreement by virtue of this Agreement other than for the matters agreed to in this Agreement.

The obligations of the parties under this Agreement will continue for a period of Ten (10) years from the date of this Agreement. The terms and conditions of any definitive agreements between the parties in respect of a Partner Agreement will supersede the terms of this Agreement to the extent they are inconsistent with this Agreement.

7. Miscellaneous

No waiver of any provision of this Agreement constitutes a waiver of any other provision (whether or not similar). No waiver is binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this Agreement is

not a waiver of that right. A single or partial exercise of any right does not preclude a party from any other or further exercise of that right or the exercise of any other right it may have.

This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions, between the parties, whether oral or written.

This Agreement may only be amended, supplemented, or otherwise modified by written agreement signed by the parties.

This Agreement becomes effective only when executed by all of the Parties. After that time, it is binding on and inures to the benefit of the Parties and their respective successors and assigns.

Neither this Agreement nor any of the rights or obligations under this Agreement, are assignable or transferable by a party without the prior written consent of the other party.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

This Agreement shall be governed by and construed in accordance with the laws of all applicable countries or any applicable federal laws where signed and chopped.

[Note]

Please confirm your agreement with the foregoing by signing and returning one copy of this letter to the undersigned, whereupon this letter agreement shall become a binding agreement between AcryTech Mold LLC. and _____

End of NDA explanation

[Signature page follows]

Signature Page. Place all seals and chops on this page.

Accepted and agreed as of _____ 2025

Partner /Individual Name: _____

Partner / Physical Plant Address: _____

State/Province/County: _____

Registered Country/SAR: Hong Kong SAR, China or Otherwise

By: AcryTech Mold LLC.

Title: _____

Yours truly,

AcryTech Mold LLC.

By: _____

Comments:

This NDA is a legally binding agreement relating to Trade Secrets and Products and is protected under laws of: China, Hong Kong SAR, Singapore, Malaysia, Dominion of Canada, The United States of America, Great Britain (UK) and all of Europe or (EU States).

All information passed on to Partner by ACRYTECH MOLD LLC must remain confidential in any and all of its forms unless written consent is given by us for release.

THIS AGREEMENT IS WRITTEN IN ENGLISH AND WILL NOT BE TRANSLATED UNLESS DONE SO BY LEGAL ENTITY.