

Non-Disclosure Agreement

This AGREEMENT is made on _____ between **ShenZhen HLH Prototypes Co Ltd** (hereafter known as 'receiving party') and _____ (hereafter known as 'disclosing party').

The parties signing this document agree as follows:

1. "Non-disclosure information" shall refer to any information or data provided to the other party ('receiving party') by either party of this agreement ('disclosing party') in oral, written or electronic form according to the conditions set forth below, including trade secrets, technical know-how, research findings, other technical and commercial information. 'Confidential information' excludes any information already published or existing in the public field in other forms and information gained by the receiving party by other legal means when it is disclosed.
2. The receiving party agrees to use the confidential information of the other party only for the contracted purpose. The receiving party shall:
 - (1) Take adequate measures to protect confidential information of the disclosing party, and shall not disclose, transfer or permit the confidential information to any third party unless required to in order to perform the contracted work.
 - (2) If the confidential information is required to be disclosed to a third party for the actual need of the purpose provided herein, the receiving party will take all the necessary steps to ensure the security of said information.
 - (3) Ensure that employees who access the confidential information hold and adhere to the confidential obligations.
3. If the receiving party is required to disclose the confidential information by order of competent court or other regulations, it shall give a prior notice to the disclosing party and assist in taking necessary protective measures so as to prevent or restrict further disclosure of the confidential information.
4. Both parties confirm that ownership of the confidential information under this agreement shall remain with the disclosing party.

- 5. This agreement has included all the prior agreements of both parties on such matters. In any dispute arising out of prior agreement in oral or written form signed by both parties with this agreement, this agreement shall prevail. Any revisions of this agreement shall be made in writing and come into force after the signing of both parties.
- 6. If either party breaches this agreement, the non-defaulting party shall have the right to claim compensation for economic loss and take other necessary remedial measures.
- 7. Any dispute or controversy relating to this Agreement shall be settled through friendly consultations. If unable to be resolved through consultation, either party may submit application to the Shenzhen Court of Arbitration for arbitration.
- 9. This agreement is be governed by the laws of the PRC. This agreement shall come into force as of the date of execution and official seal-affixing by both parties.
- 10. This agreement is made out in duplicate, one for each party.

HLH Prototypes Co Ltd

Name.....
Position.....
Date.....
Signature.....

Company.....
Name.....
Position.....
Date.....
Signature.....