

NON-DISCLOSURE AGREEMENT

Between the undersigned parties,

The company Prototech Asia, Bld 2, N°1 East Yongxing Road, East suburbs industrial zone, 315400 Yuyao, Zhejiang, CHINA city, incorporated under number 36746345-000-05-17-2 of the company registry of Business Regulations of Hong Kong and represented by Arthur Morche in his capacity of Project Manager.

Hereinafter as the “Receiving Party”

Of the one part

And

The company COMPANY NAME, ADRESS with ZIP Code, city, Country incorporated under number BUSINESS REGISTRATION NUMBER of the company registry of AUTHORITY THAT DELIVER BUSINESS REGISTRATION and represented by CONTACT NAME in his capacity of POSITION, duly authorized.

Hereinafter as the “Disclosing Party”

This agreement also applies to the subsidiaries and affiliate companies of the Group, for each of the parties.

Definition:

Affiliate: means a person or entity that directly or indirectly controls, is controlled by, or is under common control with, another person or entity.

Anniversary Date: date of signature of the Agreement

WHEREAS

The company Prototech Asia is a company specialized in:

* Rapid Prototyping services

YOUR COMPANY is a company: …………………….

The parties have agreed as follows:

# ARTICLE 1- SUBJECT OF THIS AGREEMENT

The subject of this Agreement (hereinafter referred to as the “Agreement”) is to define the terms and conditions of exchange of information and to fix the rules regarding its use and protection.

The Receiving Party undertakes to use the confidential information solely for the purpose of:

* Exchange of information between the parties within the framework of a potential collaboration, current or future.
* Exchange of information pursuant to a contract or an order.
* Exchange of information about prototyping manufacture and services.

No provision of this agreement may be interpreted as obliging one of the Parties to disclose information to the other Party or to be contractually bound in the future (except for this Agreement).

# ARTICLE 2 – CONFIDENTIALITY OF THE INFORMATION

The Parties agree that unless mentioned otherwise the information disclosed from October 1st 2017 to the Receiving Party is to be considered as confidential (hereinafter referred to as the Confidential Information), irrespective of its subject (technical, industrial, financial, commercial…), nature (know-how, methods, processes, technical and installation details…), support (plans, written or printed documents, CD-Rom, computer disks, samples, designs, 3D files…) and method of transmission (written, verbal, via computer including networks and/or email).

# ARTICLE 3- OBLIGATIONS OF THE PARTIES

The receiving Party undertakes, from the date of receipt of the Confidential Information and until the end of a period of 3 years (three years) from expiry or termination of this Agreement, that the Confidential Information :

1. Will be protected, kept strictly confidential and treated with the same degree of care and protection that it gives to its own Confidential Information of the same importance;
2. Will only be disclosed internally to the members of its staff needing to know it, duly informed of the strictly confidential nature of this Confidential Information, and will only be used by these members of staff under the conditions defined in this Agreement;
3. Will not be used, totally or partially, for a purpose other than that defined in this Agreement without the prior written consent of the Disclosing Party;
4. Will not be disclosed and cannot be disclosed, directly or indirectly, to third parties, and notably to subcontractors, without the prior written permission of the Disclosing Party, and providing the beneficiary third party undertakes in advance and in writing to submit to the same confidentiality obligations as those contained in this Agreement;
5. Will not be copied or reproduced or duplicated, totally or partially, without the prior written permission of the Disclosing Party.

The Receiving Party declares to have taken or undertakes to the necessary measures in respect of its staff in order to enable them to respect the conditions of this Agreement.

# ARTICLE 4 – EXCEPTIONS TO THE CONFIDENTIALITY

Information shall not be considered as Confidential Information where the Receiving Party can prove (non-cumulative):

1. That it was in the public domain prior to its disclosure, or subsequently but in the absence of any fault on its part,
2. That it was already known to it; this prior knowledge must be able to be proven by the existence of appropriate documents in its records,
3. That it was received from third parties legally without any fault on its part, and without restriction or breach of this Agreement,
4. That it was published without breach of the provisions of this Agreement,
5. That the use or disclosure had been permitted in writing by the Party.

# ARTICLE 5 – INTELLECTUAL PROPERTY

The communication of Confidential Information by the Disclosing Party to the Receiving Party under this Agreement cannot under any circumstances be interpreted as expressly or implicitly conferring any Intellectual Property right on the Receiving Party (under the terms of a licence or by any other means) over the elements such as notably the designs and models, the inventions, the patents, the software or the creations to which this Confidential Information relates, or as a disclosure within the meaning of patent law.

# ARTICLE 6 – OWNERSHIP AND RETURN OF THE CONFIDENTIAL INFORMATION

All Confidential Information passed on within the framework of this Agreement, together with all duly authorized copies, reproductions or duplicates that may have been made for the sole purposes of fulfilling the objective, shall in any event remain the property of the Disclosing Party.

The supports and the information they contain must be returned or destroyed no later than the arrival of the normal or early term of this Agreement, at the choice of the Disclosing Party.

All documents having a legal nature requiring traceability as a required obligation are excluded from the obligation for destruction. In this case, these documents shall be covered by a confidentiality clause of an unlimited duration.

# ARTICLE 7 – MENTIONS OF RESERVATION OF INTELLECTUAL PROPERTY AND CONFIDENTIALITY

The Parties undertake to respect the mentions of reservation of intellectual property and confidentiality presented on the support of the Confidential Information. However, it is not required that the mention “confidential” be noted on the documents disclosed to the Receiving Party.

# ARTICLE 8 – DURATION OF THE AGREEMENT

This Agreement shall take effect on the date of its signature by the Parties and for duration of 3 (three) years, renewable tacitly for the same duration at the anniversary date, except in the case of early termination as set out in article 9 below.

# ARTICLE 9 – TERMINATION

This Agreement may be terminated automatically by either of the Parties given notice of 90 days (ninety days) notified in writing to the other Party by registered letter with acknowledgement of receipt.

# ARTICLE 10 – ASSIGNMENT TO THIRD PARTIES

The Parties declare that this Agreement is entered into on an “INTUITU PERSONAE” basis. Consequently, neither Party is authorized to assign or transfer all or some of the rights and obligations incumbent upon it under this Agreement without the prior written permission of the other Party.

# ARTICLE 11 – ENTIRE AGREEMENT CLAUSE

All provisions of these clauses constitute the entire Agreement between the Parties in respect of its subject, and cancel and replace all declarations, negotiations, and undertakings verbal or written communications, acceptances, arrangements, prior agreements and prior Confidentiality Agreements between the Parties relative to its objective. It is understood however that all rights and obligations which, by their nature, have to remain in force beyond expiry or termination of these prior Confidentiality Agreements shall remain so.

# ARTICLE 12 – APPLICABLE LAW AND RESOLUTION OF DISPUTES

This Agreement is subject to Hong Kong law. Any dispute relative to the performance or interpretation of this Agreement shall be submitted to the exclusive jurisdiction of the competent courts of the registered office of Prototech by Unimold Asia. The English language shall be considered as the reference language in case of dispute.

Written in Yuyao on ………………………………. In 2(two) copies.

Prototech Asia by Unimold Asia: Your Company  
Name of signatory: Mr Arthur MORCHE Name of signatory:  
Title: Project Manager Title:  
Signature and stamp of the company: Signature and stamp of the company: