CONFIDENTIALITY AGREEMENT

This Confidentiality agreement (“Agreement” ) is made and effective on the Nov.23rd 2019

BETWEEN: ,a corporation organized and existing under the laws of the People’s republic of China, with its head office located at: ;

And: ,an individual with his main address located at ;

In consideration of the terms of this agreement, and other valuable consideration, the parties agree as follows:

WHEREAS, Recipient has requested information from Owner in connection with consideration of a possible transaction or relationship between Recipient and Owner, Owner may disclose to Recipient confidential, important, and /or proprietary secret information concerning Owner and its products and its activities.

THEREFORE, the parties agree to enter into a confidential relationship with respect to the disclosure by Owner to Recipient of certain information.

1. CONFIDENTIAL INFORMATION

Owner propose to disclose certain of its confidential and proprietary information(the Confidential Information”)to Recipient. Confidential Information shall include all data, material, products, technology, computer drawing, specifications, manuals, business plans, marketing plans, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Owner.

For purposes of this Agreement, the term” recipient” shall include Recipient, the company he or she represents, and all affiliates, subsidiaries, and related companies or Recipient. For purpose of this Agreement, the term” Representative” shall include Recipient’s directors, officers, employees, agents, and financial , legal, and other advisers.

1. EXCLUSIVES

Confidential Information does not include information that Recipient can demonstrate: (a) was in Recipient’s possession prior to its being furnished to Recipient under the terms of this Agreement, (b) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known to the public; (c) is rightfully obtained by Recipient from a third party, without breach of any obligation to Owner; (d)is independently developed by Recipient without use of or reference to the Confidential Information.

1. RECIPIENT’S OBLIGATION
2. Recipient agrees that the Confidential Information is to be considered confidential and proprietaryto Owner and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for purposes of its business with Owner, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Owner to any other party whatsoever except with the specific prior written authorization of Owner.
3. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purpose of this Agreement. Upon the request of Owner, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other medias containing such Confidential Information, within 5 days of such request. At Recipient’s option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient. Recipient shall provide a written certificate to Owner regarding destruction within 5 days thereafter.
4. TERM

The obligations of Recipient herein shall be effective for one year from the date Owner last discloses any Confidential Information to Recipient pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between Owner and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

1. CONFIDENTIALITY

Recipient and its Representatives shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in Articles 6 and 7 of this Agreement, and shall hold and maintain the Confidential Information in strictest confidence. Recipient hereby agrees to indemnity Owner against any and all losses, damages, claims, expenses, and attorney’s fees incurred or suffered by Owner as a result of a breach of this Agreement by Recipient or its Representatives. Confidential Information may pertain to prospective or unannounced products. Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

1. PERMITTED DISCLOSURES

Recipient may disclose Owner’s Confidential Information to Recipient’s responsible Representatives with a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate or carry out a proposed transaction or relationship with Owner and shall not in any way use the Confidential Information to the detriment of Owner.

1. REQUIRED DISCLOSURES

Recipient may disclose Owner’s Confidential Information if and to the extent that such disclosure is required by court order, provided that Recipient provides Owner a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

1. RETURN OF DOCUMENTS

If Owner does not proceed with the possible transaction with Recipient, Recipient shall return to Owner any and all records, noted, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information immediately on the written request of Owner. The returning of materials shall not relieve Recipient from compliance with other terms and conditions of this Agreement.

1. NO ADDITIONAL AGREEMENTS

Neither the holding of discussions nor the exchange of material or information shall be construed as an obligation of Owner to enter into any agreement with Recipient or prohibit Owner from providing the same or similar information to other parties and entering into agreements with other parties. Owner reserves the right, in its sole discretion, to reject any and all proposals made by Recipient or its Representatives.

1. IRREPARABLE HARM

Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Owner irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Owner shall have the right to apply to a court of competent jurisdiction for specific performance and /or an order restraining and enjoying any such further disclosure or breach. Such right of Owner is to be in addition to the remedies otherwise available of Owner at law or in equity.

1. NO PUBLICITY

Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Owner.

1. GOVERNING LAW AND EQUITABLE RELIEF

This Agreement shall be governed and construed in accordance with the laws of the People’s Republic of China and Recipient consents to the exclusive jurisdiction in China for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, Owner may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Owner against any such breach or threatened breach.

1. FINAL AGRREMENT

This agreement terminated and supersedes all prior understanding or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

1. SURVIVAL

This Agreement shall continue in full force and effect at all times

1. SUCCESSORS AND ASSIGNS

This Agreement and each party’s obligation here under shall be binding on the representatives, assigns, and successors of such party and shall insure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of Recipient here under are not assignable.

1. ATTORNEY’S FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing in such action shall be awarded its attorneys’ fees and costs incurred.

1. COUNBTERPARTS AND RIGHT

This Agreement may be signed in counterparts, which together shall constitute one agreement. The person signing on behalf of Recipient represents that he or she has the right and power to execute this Agreement.

1. ENTIRE AGREEMENT

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement is not, however, to limit any rights that Owner may have under trade secret, copyright, patent or other laws that may be available to Owner. This Agreement may not be amended or modified except in writing signed by each of the parties to the Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER RECIPIENT

Authorized Signature Authorized Signature

 Name and Title Name and Title