

## NON-DISCLOSURE AGREEMENT

The Non-Disclosure Agreement (“Agreement”) is effective as of the date of the last signature below between \_\_\_\_\_ (hereinafter referred to as the “Disclosing Party”), which is located at \_\_\_\_\_, (Tel: +\_\_\_\_\_), and Precise Technic Co., Ltd, which is located at Lane 1658, Xuhang Town, Jiading District ,Shanghai, China.(hereinafter referred to as the“Receiving Party”).

The Disclosing Party wishes to disclose to the Receiving Party the information designated as confidential, proprietary and/or trade secret information (“Confidential Information”), including but not limited to, the Disclosing Party’s Business Plan, information relating to market opportunities, business arrangements, and product and service concepts as applied to the related market, and material agreement/contracts signed with any third parties, financial reports or annual reports and any information that may facilitate the deal transaction (hereinafter referred to as the “Company Information”). To be considered Confidential information, verbal disclosures must be reduced to writing, marked "Confidential" and delivered to the Receiving Party within thirty (30) days.

By this Agreement, CONFIDENTIAL INFORMATION of each party hereto is defined as meaning information identified as, or related to, the Company Information disclosed in oral, written, graphic, machine recognizable, being clearly designated, labeled or marked as confidential or its equivalent. The Disclosing Party shall confirm CONFIDENTIAL INFORMATION, which is disclosed orally, in writing within thirty (30) days after such disclosure by submitting a letter containing substantially similar information to the Receiving Party.

Both parties hereby agree that for a period of one (1) years after receipt of Confidential Information, each party shall

1. not disclose Confidential Information to any third party nor use it without prior written approval of the Disclosing Party or for any purpose other than those purposes designated by the Disclosing Party in a written consent;
2. restrict dissemination of Confidential Information to only those employees who must be directly involved with Confidential Information; and
3. use the same degree of care as for its own information of like nature of importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information. During the term of this Agreement, nothing received by either party shall be construed as Confidential Information that is
4. now available or becomes available to the public without breach of this Agreement;
5. released in writing by the Disclosing Party as Non-Confidential information;
6. lawfully obtained from a third party or parties without a duty of confidentiality;
7. disclosed to a third party by the Disclosing Party without a duty of confidentiality; or
8. known to the Receiving Party prior to such disclosure.

Both parties agree that all Confidential Information received is and will remain the property of the Disclosing Party and that such shall not be copied or reproduced without the express

permission of the Disclosing Party, except for such copies as may be absolutely necessary in order to perform the work as designated in the written approval or consent given by the Disclosing Party to such disclosure. This Agreement shall commence as of the date indicated above and shall remain in full force and effect for a period of one (1) year thereafter, unless terminated by either party; however, the duty to protect Confidential Information as stated in this Agreement shall survive the aspiration or termination of this agreement.

AGREED:

The Disclosing Party

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company \_\_\_\_\_

AGREED:

The Reviewing Party

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: William \_\_\_\_\_

Title: Sales Manager \_\_\_\_\_

Date: 2017-02-09 \_\_\_\_\_

Company : PreciseTechnic Co., Ltd