

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of _____ (the "Effective Date"), by and between:

Party A (Disclosing Party):

Company Name: _____

Address: _____

Representative: _____

Title: _____

Email: _____

Phone: _____

Party B (Receiving Party):

Company Name: Shenzhen Pastom Trust Tool Co., Ltd

Address: Building 7, Xinghua Industrial Rd 6, Bao'an District, Shenzhen, 518101, China

Representative: Juicy Zow

Title: CEO & Co-founder

Email: info@pastomtool.com

Phone: +86 18573094130

(Each a "Party" and collectively the "Parties")

1. PURPOSE

The Parties wish to explore a potential business relationship (the "Purpose") and may disclose to each other certain confidential information for this purpose. This Agreement governs the protection of such information.

2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally, in writing, or in any other form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

Confidential Information includes but is not limited to:

- a) Business plans, strategies, and financial information
- b) Customer and supplier lists, contact details, and purchasing history

- c) Product designs, drawings, specifications, and manufacturing processes
- d) Technical data, algorithms, software, and source code
- e) Pricing, costs, profit margins, and commercial terms
- f) Sales and marketing strategies, forecasts, and proposals
- g) Any other information marked as "Confidential" or "Proprietary"

3. EXCLUSIONS

Confidential Information does not include information that:

- a) Is or becomes publicly available through no fault of the Receiving Party;
- b) Was rightfully in the Receiving Party's possession prior to disclosure, as evidenced by written records;
- c) Is rightfully obtained by the Receiving Party from a third party without restriction on disclosure;
- d) Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as evidenced by written records.

4. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to:

- a) Use the Confidential Information solely for the Purpose and for no other purpose.
- b) Not disclose, reproduce, or distribute the Confidential Information to any third party without the prior written consent of the Disclosing Party;
- c) Limit access to the Confidential Information to those employees, contractors, or agents who:

Have a legitimate need to know for the Purpose;

Are bound by confidentiality obligations at least as strict as those contained in this Agreement;

Have been informed of the confidential nature of the information;

- d) Protect the Confidential Information using the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care;
- e) Promptly notify the Disclosing Party of any unauthorized use, access, or disclosure of the Confidential Information;

f) Upon the written request of the Disclosing Party or upon termination of this Agreement, promptly return or destroy all Confidential Information and certify such return or destruction in writing.

5. TERM AND SURVIVAL

This Agreement shall commence on the Effective Date and continue for a period of **five (5) years** (the "Term").

The obligations of confidentiality and non-use shall survive the termination or expiration of this Agreement for a period of **five (5) years** from the date of last disclosure of any Confidential Information.

6. NO LICENSE OR RIGHTS

Nothing in this Agreement grants either Party any license, title, or ownership rights to the other Party's Confidential Information, intellectual property, or trade secrets. All Confidential Information shall remain the sole and exclusive property of the Disclosing Party.

7. NO WARRANTY

All Confidential Information is provided "AS IS" without any warranty, express or implied, regarding its accuracy, completeness, merchantability, fitness for a particular purpose, or usefulness. The Disclosing Party shall not be liable for any damages arising from the use of the Confidential Information.

8. INDEMNIFICATION

Each Party agrees to indemnify and hold harmless the other Party from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- a) The breach of this Agreement by the indemnifying Party;
- b) The unauthorized use or disclosure of Confidential Information by the indemnifying Party;
- c) Any negligent or willful misconduct of the indemnifying Party.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China, without regard to its conflict of laws principles.

10. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Agreement shall first be resolved through friendly negotiations between the Parties.

If negotiations fail to resolve the dispute within thirty (30) days, the dispute shall be submitted to the **Shenzhen Court of International Arbitration (SCIA)** for arbitration in

accordance with its rules in effect at the time of the dispute. The arbitration shall be conducted in English, and the arbitral award shall be final and binding upon both Parties.

11. INJUNCTIVE RELIEF

The Parties acknowledge that a breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive or other equitable relief to enforce this Agreement, in addition to any other remedies available at law or in equity.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether written or oral.

13. AMENDMENT AND WAIVER

No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties. No waiver of any provision shall be valid unless in writing and signed by the waiving Party. Any waiver shall not constitute a waiver of any other provision or any subsequent breach.

14. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The Parties shall negotiate in good faith to replace any invalid provision with a valid provision that most closely reflects the original intent.

15. ASSIGNMENT

Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party. Any attempted assignment in violation of this section shall be void.

16. NOTICES

All notices, requests, and other communications under this Agreement shall be in writing and shall be deemed given when:

- a) Delivered personally;
- b) Sent by confirmed email to the email address set forth above;
- c) Sent by registered or certified mail, postage prepaid, to the address set forth above.

17. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed counterparts may be delivered electronically (e.g., by PDF or DocuSign).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Date: _____

Party A (Disclosing Party):

Business Name:

Signature: _____

Title: _____

Party B (Receiving Party):

Business Name:  **Pastom** trust tool

Shenzhen Pastom Trust Tool Co.,Ltd

Signature: 

Title: CEO & Co-founder