

# NON-DISCLOSURE AGREEMENT (NDA)

**Effective Date:** [Insert Date]

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into by and between:

**[Client Name/Company Name]**

Registered Address: [Insert Address]

Company Registration Number: [Insert Number]

(hereinafter referred to as the "Discloser")

**AND**

**TIRAPID Manufacturing Co., Ltd.**

Registered Address: No. 47, Nanchong Road, Nanlang Town, Zhongshan City, Guangdong Province, China

Registration Number: [Insert Business Reg. No.]

(hereinafter referred to as the "Recipient" or "TIRAPID")

The Discloser and TIRAPID may be referred to individually as a "Party" or collectively as the "Parties".

## 1. Purpose

The Parties intend to explore a potential business relationship, including but not limited to RFQ requests, prototyping, custom manufacturing, and production orders ("Purpose"). In connection with this Purpose, the Discloser may disclose Confidential Information to TIRAPID.

## 2. Definition of Confidential Information

Confidential Information" includes, but is not limited to:

- Technical data, CAD files, designs, prototypes, samples, product specifications

- Business plans, pricing, financial data, procurement strategies
- Communications, notes, presentations, and documents exchanged during the project
- Any written, oral, visual or electronic information marked as confidential or reasonably understood to be confidential

### **3. Obligations of TIRAPID (Recipient)**

TIRAPID agrees to:

- 3.1 Use the Confidential Information only for the Purpose defined above
- 3.2 Keep Confidential Information strictly confidential and apply at least the same degree of care it uses for its own confidential data
- 3.3 Limit disclosure to employees or agents strictly on a need-to-know basis and ensure such persons are bound by confidentiality obligations
- 3.4 Not disclose Confidential Information to any third party without written consent from the Discloser
- 3.5 Not reproduce, copy, modify, or reverse engineer any Confidential Information or samples without prior approval
- 3.6 Return or securely destroy all Confidential Information upon request or upon termination of discussions

### **4. Exclusions**

The obligations of confidentiality do not apply to information that:

- 4.1 Is or becomes publicly available without breach of this Agreement
- 4.2 Was already known to TIRAPID before disclosure by the Discloser, as proven by written records
- 4.3 Is disclosed by a third party lawfully and without restriction
- 4.4 Is independently developed by TIRAPID without using or referring to the Discloser's Confidential Information

### **5. Ownership & No License**

All Confidential Information remains the property of the Discloser. This Agreement does not grant any license, ownership, or right to use any patents, designs, trademarks, or other intellectual property of the Discloser.

**6. Term & Duration**

This Agreement is effective as of the Effective Date and remains in effect for five (5) years. TIRAPID’s obligation to protect Confidential Information shall survive for five (5) years after the termination of this Agreement.

**7. Governing Law**

This Agreement shall be governed by and construed under the laws of the People’s Republic of China. Any disputes arising from or relating to this Agreement shall be submitted to the courts of Hong Kong.

**8. General Provisions**

8.1 This Agreement may not be amended except in writing signed by both Parties.

8.2 If any provision of this Agreement is found to be invalid, the remaining provisions will remain in full force and effect.

8.3 This Agreement constitutes the entire understanding between the Parties regarding Confidential Information.

**[Client Name/Company Name]**

By: \_\_\_\_\_

Name: [Insert Name]

Title: [Insert Title]

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

**TIRAPID Manufacturing Co., Ltd.**

By: \_\_\_\_\_

Name: Rea Tang

Title: CEO

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