

MUTUAL NONDISCLOSURE AGREEMENT 保密协议

This mutual nondisclosure agreement is entered into effective [INSERT EFFECTIVE DATE] ("Effective Date") between ECI Huizhou Company, Ltd., a Chinese limited liability company, with offices located at Fuxing Industrial Zone, Futian Town, Boluo County, Huizhou City, Guangdong Province, People's Republic of China, 516131, and [INSERT COUNTER PARTY'S LEGAL ENTITY NAME], a [INSERT COUNTER PARTY'S ENTITY TYPE AND JURISDICTION UNDER WHICH IT IS ORGANIZED, i.e. a Delaware corporation], with offices located at [INSERT COUNTER PARTY'S ADDRESS].

该保密协议由盛威尔（惠州）电缆科技有限公司（一家在中国注册成立的有限责任公司，办公地点位于中国广东省惠州市博罗县福田镇福兴工业区，邮编：516131）与【上海逸睿电子有限公司】（即一家在中国注册成立的有限责任公司，办公地点位于【上海市闵行区颛桥镇都市路 2099 弄 142 单元】）签订，并于【2025 年 7 月 21 日】（“生效日期”）生效。

WHEREAS, the parties are contemplating entering into, or have entered into, a business relationship in which a party ("Discloser") may disclose certain information, including but not limited to, product information, product designs, customer information, business processes, forecasts, samples, and financial information, whether disclosed in writing, orally, or in any other tangible or intangible form ("Confidential Information") to the other party ("Recipient"); and
鉴于，双方正在考虑建立或已经建立某种业务关系，其中一方（“披露方”）可能会向另一方（“接收方”）披露某些信息，包括但不限于产品信息、产品设计、客户信息、业务流程、预测、样品和财务信息，无论这些信息是以书面、口头或任何其他有形或无形的形式披露（“机密信息”）；以及

WHEREAS, the parties wish to set forth their respective rights and obligations with respect to such disclosure of Confidential Information.
鉴于，双方希望就机密信息的披露规定各自的权利和义务。

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties agree as follows:

因此，考虑到本协议中所包含的相互承诺和契约，以及双方在此确认已收悉并确认其充分性的其他有价对价，双方约定如下：

1. TERM AND TERMINATION 期限和终止

The term of this agreement shall commence on the Effective Date and shall expire two (2) years thereafter. Either party may terminate this agreement prior to the expiration of the term, with or without cause, on thirty (30) days' written notice to the other party. Notwithstanding any termination or expiration of this agreement, the parties' rights and obligations related to Confidential Information disclosed prior to termination or expiration shall survive for five (5) years from the date of termination or expiration. 本协议的期限自生效日期开始，两（2）年后到期。任何一方均可提前三十（30）天书面通知另一方，不论因由终止本协议。尽管本协议终止或到期，双方在终止或到期前披露的机密信息相关的权利和义务将在终止或到期之日起五（5）年内继续有效。

2. USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION 机密信息的使用和披露

Recipient shall not disclose or use Confidential Information without the prior written consent of Discloser, except that Recipient may disclose Confidential Information to its employees, agents, or representatives ("Representatives") who (a) have a bona-fide need to know the information, and (b) are bound by a duty of confidentiality to Recipient greater than or equal to Recipient's duty of confidentiality under this agreement. Recipient shall be liable to Discloser for any breach of the confidentiality obligations of this agreement by its Representatives.

未经披露方事先书面同意，接收方不得披露或使用机密信息，但接收方可以向其员工、代理或代表（“代表”）披露机密信息，前提是这些员工、代理或代表（“代表”）（a）确实需要了解该信息，且（b）对接收方负有的保密义务大于或等于接收方在本协议项下的保密义务。若接收方代表违反本协议的保密义务，接收方应对披露方承担责任。

In satisfying its obligations under this agreement, Recipient shall use at least the same degree of care it uses to maintain the confidentiality of its own confidential or proprietary information, except that Recipient shall not use less than a reasonable degree of care to maintain the confidentiality of Confidential Information.

在履行其在本协议项下的义务时，接收方应至少采取与维护其自身机密信息或专有信息的保密性相同程度的谨慎措施，但接收方不得采取低于合理程度的谨慎措施来维护机密信息的保密性。

3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION 非机密信息

Confidential Information shall not include any information that is (a) in the public domain prior to disclosure by Discloser to Recipient, or that becomes part of the public domain subsequent to disclosure by Discloser to Recipient without the fault or breach of any confidentiality obligation by Recipient; or (b) known by Recipient prior to its receipt of the information from Discloser, as shown by competent evidence; or (c) disclosed to Recipient by a third party that, to the Recipient's knowledge, did not have any obligation to maintain the confidentiality of the information; or (d) developed independently by employees of Recipient who have not had access to the Confidential Information, as shown by competent evidence. 机密信息不包括（a）在披露方向接收方披露之前属于公共领域的任何信息，或在披露方向接收方披露后成为公共领域一部分的信息，而接收方没有过错或违反任何保密义务；或（b）接收方在收到披露方提供的信息之前已知晓并有有效证据证明的信息；或（c）由第三方披露给接收方的信息，而据接收方所知，该第三方对该信息没有任何保密义务；或（d）由没有接触过机密信息的接收方员工独立开发并有有效证据证明的信息。

4. DISCLOSURE COMPELLED BY LAW 法律强制披露

Recipient may disclose Confidential Information pursuant to the order of a court, arbitrator, governmental agency, or administrative body of competent jurisdiction to the extent the order requires Confidential Information be disclosed. Unless otherwise prohibited by law or the order, the Recipient shall promptly notify the Discloser of the order and allow the Discloser a reasonable opportunity to seek appropriate protective measures.

接收方可以根据法院、仲裁员、政府机构或具有管辖权的行政机构的命令，在命令要求披露机密信息的范围内披露机密信息。除非法律或命令另有禁止，接收方应及时将命令通知披露方，并允许披露方有合理的机会寻求适当的保护措施。

5. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION 机密信息的归还或销毁

Recipient shall return Confidential Information to Discloser at the Discloser's request or upon termination of this agreement, whichever occurs first. 接收方应按披露方的要求或在本协议终止时（以先发生者为准）将机密信息归还给披露方。

6. WARRANTIES AND REPRESENTATIONS 声明与保证

Each party represents it has the right to enter into and perform its obligations under this agreement and that neither entering this agreement nor disclosing Confidential Information pursuant to this agreement

will breach any obligation that party has to any third party.

各方均声明其有权签订并履行本协议项下的义务，且无论签订本协议还是根据本协议披露机密信息，均不会违反该方对任何第三方的任何义务。

EXCEPT FOR THE EXPRESS REPRESENTATIONS MADE HEREIN, CONFIDENTIAL INFORMATION IS PROVIDED AS IS, AND DISCLOSER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE CONFIDENTIAL INFORMATION.除在本协议中作出的明确声明外，机密信息是按原样提供的，披露人不就机密信息作出任何明示或暗示、法定或其他方面的保证或声明。

7. COMPLIANCE WITH LAWS

遵守法律

Each party shall comply with all applicable laws, including, but not limited to, U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulations, 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774, as well as the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, Recipient agrees that it shall not transfer any information it receives from the Discloser that constitutes export controlled items, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Recipient, without the authority of an export license, agreement, or applicable exemption or exception.

各方均应遵守所有适用法律，包括但不限于美国出口管制法律和法规，具体包括但不限于《武器出口管制法》（22 U.S.C. 2751-2794）的要求，包括《国际武器贸易条例》（22 C.F.R. 120）等；以及《出口管理法》（50 U.S.C. app. 2401-2420），包括《出口管理条例》（15 C.F.R. 730-774），以及获得任何出口许可证或协议的要求（如适用）。在不限制前述规定的情况下，接收方同意，在没有出口许可证、协议或适用的豁免或例外授权的情况下，接收方不得将其从披露方收到的构成出口管制物品、数据或服务的一部分的任何信息转让给接收方雇用的、与接收方有关联的，或与接收方签订合同的外国人。

8. MISCELLANEOUS

其他

The Discloser does not grant the Recipient any right or interest in any of Discloser's copyrights, trademarks, patents, trade secrets, or other intellectual property rights related to the Confidential Information.披露方不授予接收方与机密信息相关的任何披露方的版权、商标、专利、商业秘密或其他知识产权的任何权利或利益。

This agreement shall not (a) obligate either party to disclose information to the other; (b) obligate either party to enter into any business relationship, contract or future dealing with the other party; or (c) prevent either party from conducting similar discussions with third parties or developing similar concepts, so long as such discussions do not violate this agreement.

本协议不应（a）强制任何一方向另一方披露信息；（b）强制任何一方与另一方建立任何业务关系、合同或未来的交易；或（c）阻止任何一方与第三方进行类似讨论或开发类似概念，只要此类讨论不违反本协议。

This agreement is governed by the laws of the People's Republic of China.

本协议受中华人民共和国法律管辖。

Neither party shall assign, transfer or otherwise delegate this agreement without the prior written consent of the other party. The terms and conditions of this agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

未经另一方事先书面同意，任何一方不得分配、转让或以其他方式委托本协议。本协议的条款和条件应适用于双方各自的继承人和受让人，并对其具有约束力。

This agreement contains the entire agreement between the parties with respect to the disclosure of Confidential Information and supersedes all other written or oral agreements relating to Confidential Information.

本协议包含双方之间关于机密信息披露的完整协议，并取代与机密信息有关的所有其他书面或口头协议。

A waiver by a party of any breach or default by the other party is not a waiver of any other breach or default, and no course of dealings between the parties will modify this agreement.一方对另一方的任何违约或不履行的行为放弃追究责任不等于对任何其他违约或不履行的行为放弃追究责任，且双方之间的任何交易过程均不得改变本协议的内容。

If any provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, for any reason, the invalidity, illegality or unenforceability of that provision will not affect any other provisions in this agreement, but the invalid provision will be substituted with a valid provision which most closely approximates the intent and the economic effect of the invalid provision and which would be enforceable to the maximum extent permitted in the jurisdiction.

如果本协议中的任何条款因任何原因在任何司法管辖区无效、非法或不可执行，该条款的无效、非法或不可执行性不会影响本协议中的任何其他条款，但该无效条款将被最接近该无效条款的意图和经济效果的有效条款所取代，该条款将在该司法管辖区允许的最大范围内可执行。

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the Effective Date.
双方已在本协议生效之日起由其正式授权代表签署本协议，特此为证。

ECI Huizhou Company,
盛威尔(惠州)电缆科技有限公司

By: _____
签名: _____

Name: 费方远
姓名: _____

Title: _____
职位: _____

Ltd. [COUNTER PARTY ENTITY], on behalf of itself and its Affiliates
【上海逸睿电子有限公司】，代表其自身及其关联公司

By: _____
签名: _____

Name: 刘军
姓名: _____

Title: 总经理
职位: _____