# MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement is made this November 1st, 2021, by Risk Factor S.L., with its place of business in Barcelona, VAT ID ES B63145643, Travessera de les Corts 373 and Wang Jia with its place of business in XingGong S St, Tiexi, Shenyang, Liaoning China.

WHEREAS, the parties are interested in discussing a potential co-operation (hereinafter the “purpose”) and, in the course of their discussions, may disclose to each other Confidential Information.

**NOW, THEREFORE,** in consideration of the mutual exchange of Confidential Information, and for other good and valuable consideration, the parties agree as follows:

1. For purposes of this Agreement, Confidential Information shall mean all information or any part of it disclosed by the Disclosing Party that is by its nature confidential or is designated by the Disclosing Party as confidential and includes, but is not limited to, information relating to data, technology, source code, know-how, inventions, discoveries, designs, processes, formulations, models, equipment, algorithms, software programs, patents, inventions, research and development work and/or trade and business secrets. Confidential Information will also include information disclosed by the Disclosing Party, which relates to current, planned or proposed products, marketing and business plans, forecasts, projections and analyses, financial information, customer and supplier’s information. In case of doubt any information shall be considered as Confidential Information. The parties agree that Confidential Information also includes any information disclosed by the Disclosing Party that relates to its mother company or any other companies and/or entities of the same Group.
2. The Receiving Party agrees that it will not copy or use the Confidential Information or any part of it except for the purpose of discussions and negotiations with the Disclosing Party. All information disclosed shall remain the property of the Disclosing Party.
3. The Receiving Party agrees and undertakes to hold the Confidential Information of the Disclosing Party in the strictest confidence and not directly or indirectly disclose, display, provide, transfer, or otherwise make available all or any part of the Confidential Information to any person, firm or corporation without prior written consent of the Disclosing Party.
4. The Receiving Party agrees to restrict circulation of Confidential Information within its own organization (which includes also the representatives of the mother company) to those employees who need to receive the Confidential Information and are bound to the Receiving Party by a similar duty of confidentiality.
5. For the purpose of this Agreement, Confidential Information shall not include any information which:
   1. can prove by documentary evidence that it was properly known without restriction to the Receiving Party prior to the disclosure;
   2. is or becomes part of the public domain through no act or omission of the Receiving Party;
   3. is properly disclosed to the Receiving Party, without restriction, by another person with legal authority to do so;
   4. is independently develop by the Receiving Party without use or reference to a Disclosing Part’s Confidential Information;
   5. is required to be disclosed pursuant to a judicial or legislative order or proceeding, provided the Receiving Party at the request and expenses of the Disclosing Party, uses reasonable efforts to limit such disclosure to the extent requested.
6. This Agreement shall continue in full force and effect until termination of this Agreement. Either party may terminate this Agreement upon written notice to the other party. Notwithstanding such termination all rights and obligations shall survive and continue in effect for one (1) year after termination of this Agreement with respect to: (a) the Confidential Information disclosed prior to such termination and (b) any other rights and obligations of the parties, which by their terms extend beyond the termination of this Agreement. Upon the termination of this Agreement or at the written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party, or destroy subject to the Disclosing Party’s written instructions, all documents, notes, computer media and other material which record, contain or relate in any way to Confidential Information.
7. The Receiving Party shall promptly advise the Disclosing Party in writing if it learns of any unauthorized use or disclosure of Information by any of its employees or former employees and shall undertake whatever reasonable action to contain any damage caused by a breach of this Agreement.
8. The relationship of the parties is that of independent companies and nothing in this Agreement constitutes a joint venture, an agency, partnership or similar relationship between the parties. Neither Party hereby acquire the right to act for, or assume any responsibility or obligation for the other party. The party shall not use each other’s name, trade name, trademark or other designation of the other party in any publicity release, advertising or other publicity distributed materials.
9. This Agreement may not be assigned by either party without earlier approval of the other party. The parties are entitled to assign this Agreement to theirs mother companies. The obligations of the Receiving Party shall not terminate upon any attempted assignment.
10. Any failure by either party to enforce strict performance by the other party of any provision herein shall not constitute a waiver of the right to subsequently enforce such provision or any other provision of this Agreement.
11. Any amendments of this Agreement shall be in writing.
12. If any provision of this Agreement shall be held by a court to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. The parties will interpret and construe the Agreement in a way that the invalid or void provision will be replaced by an alternative provision, which most closely approximates the purpose intended by the invalid or void provision.
13. This Agreement shall be governed by and constructed, interpreted and enforced in accordance with the laws of Spain without giving effect to principles of conflicts of laws and the Courts of Barcelona shall have exclusive jurisdiction to deal with all disputes between the parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

Signature:



Printed Name: Javier Solórzano Zavala Wang Jia\_\_\_

Date: November 1st, 2021 December 15th , 2021

Risk Factor, SLU