Owl Sourcing Connections Ltd
香港猫头鹰采购管理有限公司
Building 2, Paramount Center, 1328 Hengnan Road
Minhang District, Shanghai 201114, China
info@owlsourcing.com | owlsourcing.com

Mutual Non-Disclosure Agreement

This template is provided for convenience; either party may request changes.

This Agreement is made on the date of the last signature below between:

(1) **Owl Sourcing Connections Ltd**, a company registered in Hong Kong, trading as "Owl Sourcing", with its main office at Building 2, Paramount Center, 1328 Hengnan Road, Minhang District, Shanghai 201114, China ("Owl Sourcing"); and

(2) The company named in the Client signature block below (the "Client").

Each is a "Party" and together the "Parties". The Party sharing information is the "Disclosing Party" and the Party receiving it is the "Receiving Party".

1. Purpose

The Parties wish to share information in order to evaluate and carry out the sourcing, product development, manufacturing and quality control of the Client's products (the "Purpose").

2. Confidential Information

"Confidential Information" means any information shared by one Party with the other in connection with the Purpose, in any form (written, verbal, electronic, visual or physical), including designs, drawings, technical specifications, samples, prototypes, pricing and costings, supplier and manufacturer information, and business plans. Information is covered whether or not it is marked "confidential".

3. Exclusions

This Agreement does not apply to information that the Receiving Party can show: (a) is or becomes public other than through a breach of this Agreement; (b) was already lawfully known to it without a duty of confidentiality; (c) was independently developed without use of the Confidential Information; or (d) was lawfully received from a third party without restriction. The Receiving Party may disclose Confidential Information where required by law, court order or a regulator, but only to the extent required and, where lawful, after giving the Disclosing Party prompt notice.

4. Obligations

The Receiving Party will: (a) use the Confidential Information only for the Purpose; (b) protect it with at least reasonable care, and no less care than it uses for its own confidential information; (c) share it only with its own employees and contractors and, where needed for the Purpose, manufacturers and suppliers, who need to know it and are bound by confidentiality obligations no less protective than this Agreement; and (d) be responsible for any breach by the people it shares the information with.

5. Protection of the Client's designs

Owl Sourcing will not share the Client's designs, drawings, specifications, samples or prototypes with its other clients, and will not use them to develop, make or sell products for itself or for anyone other than the Client.

6. Return or destruction

On written request, the Receiving Party will promptly return or destroy the Disclosing Party's Confidential Information and confirm this in writing. Copies that must be kept by law or that sit in routine electronic back-ups may be retained but remain subject to this Agreement.

7. Ownership and no licence

All Confidential Information, and all intellectual property in it, remains the property of the Disclosing Party. Nothing in this Agreement grants any licence or other right, except the limited right to use the information for the Purpose.

8. Term

This Agreement starts on the date of the last signature below and lasts for three (3) years. The confidentiality obligations survive its expiry or termination for information shared during the term, for as long as that information remains confidential.

9. No obligation to proceed

This Agreement does not oblige either Party to enter into any further agreement or transaction. Any sourcing or manufacturing work will be agreed separately.

10. Remedies

A breach of this Agreement may cause harm for which money damages alone would not be an adequate remedy. The Disclosing Party may therefore apply for an injunction, preservation measures or other interim relief available under applicable law, in addition to any other remedies available to it.

11. Governing law and jurisdiction

This Agreement is governed by the laws of the People's Republic of China (for the purposes of this Agreement, excluding the laws of the Hong Kong SAR, the Macau SAR and Taiwan). Any dispute arising out of or in connection with this Agreement shall be submitted to the competent courts in Shanghai, China.

12. General

This Agreement is the entire agreement between the Parties about its subject matter and replaces any earlier understanding on it. Any change must be in writing and signed by both Parties. It may be signed in counterparts, and electronic signatures and scanned signed copies are accepted as originals.

Signatures

Signed by the authorised representatives of the Parties. You may type, draw or insert your signature in the signature box, or print, sign and scan.

For Owl Sourcing Connections Ltd

COMPANY

Owl Sourcing Connections Ltd

NAME

Andy Yu

TITLE

Founder

EMAIL

info@owlsourcing.com

SIGNATURE

DATE

For the Client

COMPANY NAME

ADDRESS

COUNTRY

SIGNATORY NAME

TITLE

EMAIL

SIGNATURE

DATE