NON-DISCLOSURE, NON-USE AND NON-CIRCUMVENTION AGREEMENT
保密、禁用与不规避协议

Effective Date / 生效日期: This Non-Disclosure, Non-Use and Non-Circumvention Agreement ("Agreement") shall enter into force and be effective as of the last signed date set forth below.
本保密、禁用、反规避协议（“本协议”）自以下双方最后签字之日起生效。

THE PARTIES / 签署双方

DISCLOSING PARTY ("Party A") / 披露方 (甲方):

Company Name / 公司名称:

_____

Address / 公司地址:

_____

_____

Contact Name & Title / 联系人及职位:

_____

E-mail / Phone / 邮箱与电话:

_____

RECEIVING PARTY ("Party B") / 接收方 (乙方):

Company Name (English) / 公司名称 (中文):

ECOWAY HOUSEWARE LIMITED 艾科威实业有限公司

Business CRN (English) / 商业证号 (中文):

63426742

Address / 公司地址:

FLAT/RM 1019B 10/F LIVEN HOUSE NO. 61-63
KING YIP STREET, KWUN TONG, KL, HONG KONG

Contact Name / 联系人:

Van Huang 黄洪岳

E-mail / 邮箱:

sales@ecowayhouseware.com

PREAMBLE / 序言

WHEREAS, Party A intends to share commercially valuable information ("Confidential Information-products") with Party B, for the purpose of evaluating a potential business relationship and, if applicable, undertaking such business relationship with Party B. In consideration of the privilege of obtaining access to Party A's Information, Party B hereby agrees to the following terms:
鉴于，甲方有意向乙方披露具有商业价值的信息（“秘密信息”），以此来评估与乙方合作的前景，并在可行的情况下与乙方开展合作业务关系。乙方考虑到其获取甲方信息的特权，特此同意如下条款：

1. CONFIDENTIAL INFORMATION / 秘密信息

1.1 The Confidential Information includes any information and texts, exchange through or via any online messaging platform such as email or any online instant messaging platform, design data, brand, package, mold, whether in oral, written, graphic, electronic or physical form, that relates to the business, operations, finances or technology of Party A.
秘密信息包括与甲方的业务、运营、财务或技术相关的任何信息和文本，通过任何在线信息平台（如电子邮件或任何在线即时信息平台）进行交流的数据、设计数据、包装、模具、品牌，无论是口头的、书面的、图形的、电子形式的或实体形式的信息：
(a) is either designated as confidential by Party A or, by the nature of the circumstances, ought to be treated as confidential;
(a) 被甲方指定为秘密，或根据情况的性质，应视为秘密；
(b) information disclosed by Party A to Party B prior to this Agreement or is otherwise learned by Party B in the course of its dealings with Party A.
(b) 在本协议签订前甲方向乙方披露的，或乙方在与甲方交易过程中获知的信息。

1.2 The Confidential Information also includes but is not limited to patents, trade secrets, copyrightable works, brand, Logo, trademarks, concepts, designs, drawings, sketches, renderings, 3D renderings, developments, improvements, packaging design, formulas, product specifications, component and accessory specifications, protocols, methods, processes, test results, intended use, samples, prototypes, customized tooling, material composition, customer, market and product development plans, product promotional plans, forecasts, cost information, and also includes the existence and progress of the parties' dealings and the terms of any agreement between the parties.
秘密信息并且包括但不限于：专利、商业秘密、受版权保护的作品、品牌、徽标、商标、概念、设计、绘图、草图、透视图、3D渲染图、开发、改进、包装设计、配方、产品规格、组件和附件规格、标准、方法、流程、测试结果、预期用途、样品、原型、定制模具、材料成分、客户、市场和产品开发计划、产品促销计划、预测、成本信息，并且还包括双方交易关系的存在、进展及协议。

1.3 Non-disclosure of confidential information, whether written, graphic, electronic or physical, oral form (the oral must be recorded in writing) is permitted unless upon prior written consent from Party A. **Any commercial and technical information of a confidential nature, whether or not explicitly marked as "Confidential", shall be deemed Confidential Information as long as it should reasonably be considered confidential under the circumstances.** In the event of disclosure of confidential information to any third party(s), Party A shall and must be notified.
除非得到甲方的书面同意，否则不允许披露秘密信息，无论是书面、图片、电子或实物、口头形式（口头必须有书面记录）。**无论是否明确标明“秘密”或“Confidential”二字，只要根据常理判断属于保密范畴的商业和技术信息，均应视为秘密信息。**在向任何第三方披露秘密信息的情况下，应且必须通知甲方。

1.4 All conversations and details that take place in relation to the Product, and through any online and/or offline messaging platform, are strictly considered confidential.
所有发生与产品有关的对话和细节，以及通过任何在线和/或离线消息平台发生的对话和细节，都被视为机密。

2. NON-DISCLOSURE, NON-USE AND NON-CIRCUMVENTION / 保密、禁用与不规避

2.1 Except with the expressed prior written authorization of Party A, Party B agrees not to disclose, use or circumvent Party A to disclose or use the Confidential Information.
乙方同意，除非事先取得甲方明确的书面授权，乙方保证不泄露、不使用并且不规避甲方而泄露或使用秘密信息。

2.2 Under any circumstances, Party B directly and/or through or via a third party shall not file any intellectual property registration application which is originated from Confidential Information disclosed by Party A. Such intellectual property registration includes but is not limited to patent registration, trademark registration, and copyright registration.
在任何情况下，乙方不得直接或通过第三方对源自甲方秘密信息的知识产权申请登记。该知识产权登记包括但不限于专利登记、商标登记和版权登记。

2.3 Non-Disclosure / 保密
Party B agrees not to disclose Confidential Information to any third party, whether in oral, written, graphic, electronic or physical form, including disclosure in marketing collaterals (photographs or videos) ; make or permit any third party to make copies or other reproductions of Confidential Information ; or reveal to any third party (including Party A's customers) that it is manufacturing Party A's products.
乙方同意，不向任何第三方以口头、书面、图形、电子、实物形式或在营销宣传材料（图片或录像）中披露秘密信息；不复制或准许任何第三方复制或以其它方式复制秘密信息；不向任何第三方（包括甲方的客户）透露其正在生产甲方的产品的信息。

Party B shall restrict the possession, knowledge, and use of Confidential Information to its officers, employees, consultants, agents, partners, or representatives ("Party B's Representatives") who have a legitimate need to know such information and who are subject to binding obligations of confidentiality. Party B's Representatives shall be informed of the confidential nature of the information, and Party B shall be held fully responsible for any breach of this Agreement by any of its Representatives.
乙方应限制对秘密信息的获取、获知和使用只在其合法需要获知秘密信息的领导、雇员、顾问、代理人、合作伙伴或公司代表（“乙方代表人”）范围之内，其代表人并且应同样受本协议保密义务的约束。乙方的代表人须被告知信息的保密性质。如果乙方的代表人违反本协议，乙方均须负责。

2.4 Non-Use / 禁用

Party A holds the total ownership of the design, concept, application, variation and the exclusive right to use it. Under no circumstances and without the express prior written permission of Party A, Party B cannot use Party A's design, concept, application, even similar in nature, for the production or reproduction of non-Party A's products.
甲方对该设计、概念、应用、变体拥有所有权和独家使用权。在任何情况下，未经甲方书面许可，乙方不得将甲方的设计、概念、应用，甚至性质相近的设计、概念、应用用于生产或复制非甲方的产品。

Party B shall not use any design of Party A's products (including but not limited to design, concept, application, even similar in nature to product samples, product packaging, product videos and product pictures, etc.) as advertisements in public displays or commercial exhibitions or anywhere on the Internet to promote to other customers (Non-Party A), and Party B shall not sell the customized products of Party A to other customers.
乙方不得将甲方产品的任何设计（包括但不限于设计、概念、应用，甚至性质相近的产品样品、产品包装、产品视频和产品图片等）作为广告在公开展示或商业展览或互联网的任何地方向其他客户（非甲方）宣传。乙方不得将甲方的定制产品销售给其他客户。

Products bearing Disclosing Party's brand name, logo, and all assets (including concept, rule, text and icon), regardless of the overall or individual parts of the products and design packages with product images, Receiving Party shall not make them appear on the network, exhibitions, product brochures and other channels. Receiving Party shall not sell any of the Customized and Non-Customizable design and products to any place, including but not limited to platforms such as Alibaba, Amazon, eBay, Wish, Aliexpress, Pinduoduo, Taobao, JD, Tmall, Lazada, Shopee, 1688.COM and other network E-commerce channels, without the prior written permission of the Disclosing Party.
凡是印有披露方的品牌名称、标识、logo和所有资产（包括概念、规则、文本和图标）的产品，不论整体或者单个部分的产品及外包装产品图片，未经披露方书面许可，接收方不得将其展示在网络、展会、产品册及其他渠道。接收方（供应商）不能将披露方的任何定制产品销售到任何地方，包括但不限于 Alibaba、Amazon、eBay、Wish、Aliexpress、拼多多、淘宝、京东、微店、天猫、Lazada、Shopee、1688.COM 和其他网络电子商务渠道。

2.5 Non-Circumvention / 不规避

Under no circumstances and without the specific written approval of Party A, Party B shall not directly or indirectly circumvent, avoid, or bypass Party A, including through the use of a third party, to contact, deal with, transact, or otherwise be involved with any customers of Party A, or with any corporation, partnership, individuals, or other entities introduced or revealed by Party A.
在任何情况下，未经甲方特别的书面许可，乙方不得直接或者间接地（包括利用一个第三方）规避、避免、绕过甲方与甲方的客户接触、接洽、交易或者介入甲方的客户关系；或与甲方介绍的或披露的公司、合作伙伴、个人或其它实体进行接触、接洽、交易或者建立关系。

This Agreement will be interpreted to prevent any such circumvention of its terms that would prevent Party A from receiving the compensation it would otherwise receive and in a manner that will provide maximum protection to the business expectations of Party A.
对本协议的解释，应按照防止任何对本协议条款的规避行为而导致甲方不能获得其原本能够获得的报酬，并对甲方的商业预期提供最大限度保障的方式进行。

3. RELATED PARTY / 相关方

3.1 The provisions of this Agreement shall be applicable to Party B's affiliates, subsidiaries, subcontractors and persons related in any way to Party B ("Related Party"). Disclosure to any Related Party except as specifically approved by Party A in writing shall be treated as a direct violation of this Agreement.
本协议关于保密的义务规定应适用于所有乙方的关联公司、子公司、分包商以及其他与乙方相关的公司和个人（“相关方”）。除甲方特别的书面许可外，对任何相关方披露秘密信息应被视为违反本协议。

3.2 Party B agrees that its Related Party is subject to binding obligations of confidentiality. Party B's Related Party shall be informed of the confidential nature of the information, and Party B shall be held responsible for any breach of this Agreement by any of its Related Parties.
乙方同意其相关方应同样受本协议保密义务的约束。乙方的相关方须被告知信息的保密性质。如果乙方的相关方违反本协议，乙方均须负责。

4. LOSS AND COMPENSATION / 损失及赔偿

4.1 In case Party B breaches its obligations under this Agreement, Party A is entitled to legal remedies including but not limited to:
如乙方违反本协议中的义务，甲方有权要求的补偿方式包括但不限于：
(a) Request Party B to immediately stop its infringement and make corresponding monetary compensation for breaching the agreement;
(a) 要求乙方立即停止其侵权行为，并进行相应的货币化赔偿；
(b) Request Party B to compensate the full loss and damage of Party A, including but not limited to direct

loss, indirect loss, loss of profit, attorney fees, and other representation fees, including the translation of documents and any instruments either legally binding and/or non-binding.
(b) 要求乙方赔偿甲方的全部损失，包括但不限于直接损失、间接损失、利润损失以及律师费和其他代理费，包括翻译任何文件和具有法律约束力或无约束力的文书。

5. GOVERNING LAW AND DISPUTE RESOLUTION / 管辖法律与争议解决

5.1 This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.
本协议受中华人民共和国香港特别行政区法律管辖。

5.2 Any dispute arising from or in connection with this Agreement shall be submitted to the **Hong Kong International Arbitration Centre (hereinafter referred to as "HKIAC")** for arbitration, which shall be conducted in accordance with the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.
因本协议引起的或与本协议有关的任何争议，均应提交**香港国际仲裁中心（"HKIAC"）**，按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》进行仲裁。

5.3 The place of arbitration shall be Hong Kong. The language of arbitration shall be **English**. The arbitral award is final and binding upon both parties.
仲裁地点为香港。仲裁语言为**英文**。仲裁裁决是终局的，对双方均有约束力。

6. LANGUAGE / 语言

6.1 This Agreement is written in both the English and Chinese languages. In the event of any conflict, discrepancy, or dispute between the two language versions, **the English language version shall prevail**.
本协议以英文和中文书写。如有任何争议或不一致，**以英文版本为准**。

7. TERM / 期限

7.1 This Agreement enters into effect since the date duly signed by both Parties. The effective term of this Agreement shall be **Ten (10) Years** from the date of execution.
本协议自双方签署之日起生效，协议的有效期限为 10 年。

8. AMENDMENT / 修订

8.1 Any amendment, modification, or variation to this Agreement shall come into force only after a written amendment agreement is formally executed and signed by the authorized representatives of both Parties.
本协议任何修订或修改仅在双方签署正式书面修订协议后方可生效。

9. ENTIRE AGREEMENT & TRANSFER EXTENSION / 完整协议与变更通知

9.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.
本协议构成双方关于本协议主题事项的完整协议，并取代双方此前所有关于该主题的口头或书面的协议、谅解、谈判和讨论。

9.2 All invested companies and related upstream and downstream subsidiaries of Party A are protected under the provisions of this agreement.
甲方所有投资的公司和关联的上下游子公司均完全受本协议的全面保护。

9.3 If Party B changes its ownership structure, legal representative, merges with another corporate entity, changes its registered business address, or otherwise undergoes significant reorganization during the term of this agreement, it must inform Party A and provide it with all corporate details within Fourteen (14) days. Party A will retain a full right of recourse against this new party, successor, or merged company for all obligations and liabilities under this agreement.
如果乙方在本协议有效期内变更其所有者、法定代表人、与其他公司合并、变更地址或其他重组情况，必须在 14 天内通知甲方并提供所有细节。甲方将有权对该新主体、继任方/合并后的公司等进行无限期追索，以履行本协议规定的所有保密与禁用义务。

10. COUNTERPARTS / 文本

10.1 This agreement may be executed in TWO originals, each party holding one copy. Each counterpart shall be deemed an original, but all of which together shall constitute one and the same legal instrument.
本协议可签署壹式贰份文本，每方各持壹份。每份文本均应被视为正本，但所有文本应共同构成唯一且相同的法律文件。

11. MUTUALITY / 对等对流保密

11.1 To the extent that confidential data is disseminated or exchanged reciprocally by both parties during technical discussions, such information shall be held strictly confidential as to both parties, the Companies,

and the Confidant.
如果双方在技术对接、制造评估中交换了双向机密信息，则此类交互信息都应被确保对等保密。

IN WITNESS WHEREOF / 兹此为证

The Parties hereto have caused this Agreement to be executed in two (2) originals by their duly authorized representatives, effective immediately upon signing.
本协议由双方正式授权代表正式签署了本协议的两（2）份正本，签署后立即生效。

DISCLOSING PARTY ("Party A") / 披露方 (甲方):

Authorized Representative Name / 授权代表姓名:

_____

Position / 职位:

_____

Signature / 签字:

_____

Date of Signature / 签署日期:

_____

RECEIVING PARTY ("Party B") / 接收方 (乙方):
ECOWAY HOUSEWARE LIMITED

Authorized Representative Name / 授权代表姓名:

Van Huang 黄洪岳

Position / 职位:

Head of Marketing & JDM Engineering / Co-Founder

Signature / 签字:

_____

Company Stamp / 公司盖章:

_____

Date of Signature / 签署日期:

_____