



GIZMOSPRING
PRODUCT DESIGN & MANUFACTURING

NON-DISCLOSURE AGREEMENT

Non-Disclosure Agreement

This Non-Disclosure Agreement is entered into as of (Date: yy/mm/dd)

by and between: **Company Name:**

- Located at:
- Registration Number:

Hereinafter will be referred to as the "Disclosing Party"

and **Gizmospring Technology, LTD**

- Located at: 100, Taipei City, Zhongzheng District, Section 1, No.82 2F Hankou St.
- Registration Number: 69594506

Hereinafter will be referred to as the "Receiving Party"

Term of Agreement: The term of this Agreement shall be for a period as stipulated in Clause 2 herein.

WHEREAS, the Disclosing Party has certain confidential information which will be disclosed to the Receiving Party, the Receiving Party is willing to accept the information confidentially as limited herein.

NOW THEREFORE, the parties agree as follows:

1. **Confidential Information:** "Confidential Information" means any and all the Disclosing Party's proprietary information, technical data, trade secret or know-how, including but not limited to research and development efforts, product plans, products, services, customer lists and customers, software, inventions, processes, engineering, manufacturing, designs, drawings, hardware configurations, methods, techniques, devices, formulae, marketing, sales, finances or operations information, sales statistics, tactics and projections, marketing strategies and plans, and personnel information or data of the Disclosing Party disclosed by the Disclosing Party either directly or indirectly, in writing or orally, by drawings or observation.
2. **Obligations of Receiving Party:** The Receiving Party agrees to maintain the confidentiality of the Confidential Information for a period of three (3) years from the date of each disclosure. The Receiving Party shall not disclose or use the Confidential Information for any purpose other than the proposed transaction or business relationship between the parties.
3. **Exceptions to Confidentiality:** The Receiving Party may disclose Confidential Information if such information: (1) becomes public other than by reason of a breach of the undertaking hereunder; (2) was already known to them or received from a legitimate third party without restrictions, as evidenced by written record; (3) was independently developed without reliance on the Confidential Information; or (4) is required to be disclosed by law or by competent court, provided, however, that the Receiving Party shall provide prompt prior written notice to the Disclosing Party of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy with respect to the Confidential Information. In the event that no such protective order or other remedy is obtained, the Receiving Party agrees to disclose only that portion of the Confidential Information it is legally required to disclose and to exercise all reasonable efforts to obtain confidential treatment for such Confidential Information.

4. **Ownership and Disclaimer:** The Confidential Information remains the exclusive property of the Disclosing Party. No rights or licenses are granted under this Agreement, and the Confidential Information is provided on an "as is" basis without warranties.
5. **Return of Information:** Upon termination of the Agreement or upon request, the Receiving Party shall promptly return all Confidential Information and related materials to the Disclosing Party.
6. **No Obligation to Disclose or Proceed:** The parties acknowledge that this Agreement does not require disclosure of Confidential Information and does not obligate the Disclosing Party to proceed with any proposed transaction or business relationship.
7. **Non-Disclosure of Negotiations:** Neither party shall disclose the existence or subject matter of the negotiations or business relationship contemplated by this Agreement, except as required by law.
8. **Equitable Relief:** The parties acknowledge that a breach of this Agreement may cause irreparable harm, entitling the non-breaching party to equitable relief, specific performance, and/or injunctive relief available under the applicable laws in addition to monetary damages.
9. **Assignment:** This Agreement may not be assigned without the prior written consent of the other party.
10. **Governing Law:** This Agreement shall be governed by the laws of Taiwan (ROC) and any disputes shall be resolved in the courts of the Taiwan (ROC).
11. **Severability and Entire Agreement:** If any provision of this Agreement is found to be illegal or unenforceable, it shall be limited or eliminated to the minimum extent necessary. This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement which shall be effective as of the Effective Date first set forth above.

Company Name: Gizmospring Technology, LTD

Name: Kenny Tai

Title: CEO

Signature:

Company Name:

Name:

Title:

Signature: