MUTUAL NON-DISCLOSURE AGREEMENT

 THIS AGREEMENT, effective as of the \_\_ day of \_\_\_\_\_\_, 2021 by and between Ginlong Technologies Co.,Ltd., a Limited Liability Corporation of Ningbo, The People's Republic of China and having its principal place of business located at No.57 Jintong Road,Binhai Industrial Park, Xiangshan, Ningbo, Zhejiang, 315712, China (hereinafter "Ginlong") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a corporation of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and having its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "COMPANY”),referred to hereafter as “Party” or collectively as “the Parties”.

**WITNESSETH:**

 **WHEREAS**,GINLONG and the COMPANY wish to disclose to each other on a confidential basis certain information and documents considered confidential and/or proprietary by the disclosing party; and

**WHEREAS**, GINLONG and the COMPANY wish to maintain the confidentiality and/or the proprietary nature of the information disclosed so as to preserve to the disclosing party the commercial benefits of utilization of such information; and

 **WHEREAS**, prior to any such disclosures, each party requires assurances from the other that each’s confidential and proprietary information will be respected; and

 **NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth below, the parties each agree as follows:

 1.”Confidential and Proprietary Information” any information in oral, written, graphic, electromagnetic, or other form, relating to the Disclosing Party’s business ( and those of its parent and affiliate companies, suppliers and customers including but not limited to past, present, and future trade secrets, pending or abandoned patent applications, invention disclosures, business, financial, and commercial information, business concepts, prices and pricing methods, marketing and customer information, suppliers, distributors, licensees, contractors, advisors, financial forecasts and projections, manufacturing processes technical data and information, formulae, analyses, trade secrets, ideas, methods, processes, know-how, computer programs, products, equipment, product road maps, prototypes, samples, designs, data sheets, schematics, blueprints, documents, configurations, engineering specifications, techniques, drawings, models and any other data or information or materials delivered by the disclosing party, whether written or oral, tangible or intangible, which such party holds confidential and has not been publicly disclosed.

 2. For a period of three (3) years from the date first written above, GINLONG and COMPANY each agree to treat as confidential and proprietary, and not to use for its own benefit or the benefit of any third party, except for the purposes set forth herein, the information received by it from the other and which is marked as confidential at the time of disclosure or is identified as confidential in a writing delivered, within ten (10) days of first disclosure, by the disclosing party to the receiving party. Obligations set forth herein shall survive expiration and/or termination for a period of five (5) years from the last date of disclosure.

 3. GINLONG and COMPANY further agree to use the same degree of care and efforts each uses to prevent disclosure of its own confidential and proprietary information in preventing disclosure of the confidential and proprietary information received by it from the other. Each party further agrees to restrict the dissemination of any of such information received by it to those of its employees who have a "need to know" for the purposes of this Agreement. Further, it will not disclose to any third party, including but not limited to subcontractors, without prior written authorization from the other party, any of the disclosing party’s confidential and proprietary information.

 4. The Receiving party will use the other party’s Confidential Information solely in connection with (i) evaluation and negotiation of consulting or other business transactions between them as they may discuss and (ii) their consummation of and performance under any of the foregoing such transactions. Further, that except for the use permitted hereunder, it will not use for its benefit or the benefit of any third party, any of the disclosing party’s confidential and proprietary information.

5. No rights, obligations, representations or terms other than those expressly set forth herein are to be implied from this Agreement. Further, it is understood that the entering into of this Agreement shall not obligate either party to disclose or receive any information to or from, nor does it imply an agreement by either party to supply or purchase products or technology. Any such agreement shall be set forth in a separate written document signed by the parties.

 6. Within ten (10) days of written notice or after expiration or termination of this Agreement, each party shall either return to the other all confidential and proprietary information received by it from the other party or destroy same and provide certification to disclosing party of its destruction.

7. Nothing in this Agreement is to be construed as granting the Receiving Party any rights in the Disclosing Party’s patents, trademarks, copyrights, or trade secrets, including but not limited to the confidential and proprietary information disclosed pursuant hereto. Nothing in this Agreement is to be construed as obligating any Party to continue any discussions or to enter into a business relationship.

 8. The obligations of this Agreement shall not apply to information which the receiving party can show is, at the time of the disclosure, (a) in the public domain or already in its possession, (b) subsequently in the public domain not owing to a breach of this Agreement by the receiving party, (c) learned by the receiving party from a third party having a right to disclose it, (d) developed independently from the disclosure(s) made pursuant hereto or (e) required to be disclosed pursuant to a requirement of a governmental agency or law. In the event of a disclosure required under (e), the receiving party will provide the disclosing party with notice prior to such disclosure in order to afford the disclosing party a reasonable opportunity to file objections to the disclosure with the appropriate entity requiring the disclosure.

 9. This Agreement shall be governed by and construed under the laws of the state of China.

10. Delay, failure or partial exercise by a Party of any right or remedy under this Agreement will not constitute a waiver of any right or remedy. Any waiver must be in writing, but any such waiver will be limited to its terms and will not constitute waiver of any other provision or breach of this Agreement. If any part of this Agreement is invalid, the remaining provisions still will continue in effect.

11. The parties acknowledge that in the event of a material breach of this Agreement, the disclosing party would suffer irreparable harm for which monetary damages would be inadequate to compensate, and that in the event of any material breach or threatened material breach by the receiving party of this Agreement, the disclosing party shall be entitled, in addition to such other legal or equitable remedies which might be available, to seek injunctive relief in any court of competent jurisdiction against the threatened material breach or continuation of any such material breach. If either party prevails in any action brought to enjoin a material breach or threatened breach of this Agreement, it shall be entitled to reasonable attorneys’ fees and costs in connection with such legal proceeding.

10.

**Ginlong Technologies Co.,Ltd. COMPANY NAME**

By: By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_