

CONFIDENTIALITY — CUSTOMER / MANUFACTURER

Non-Disclosure Agreement (One-Way)

Template note (delete before signing): Fields shown in brackets [] or on blank lines are to be completed before signing. The Manufacturer's details and governing law are pre-filled. You can type directly into this PDF, or send us your own NDA instead — we sign customer NDAs.

1. Parties

This Non-Disclosure Agreement ("Agreement") is entered into as of the date last signed below ("Effective Date") by and between:

Disclosing Party: _____ [Company legal name], a _____ [corporation / LLC / other entity] organized under the laws of _____ [state / country], with its principal place of business at _____ [address] ("Company"); and

Receiving Party: Wetop Acrylic, a company organized under the laws of the People's Republic of China, with its manufacturing facility at 4/F, Block 5, Longyingfa Industrial Zone, Kengzi Town, Pingshan District, Shenzhen, Guangdong, China ("Manufacturer").

The Company and the Manufacturer are each a "Party" and together the "Parties."

2. Purpose

The Company intends to share certain confidential and proprietary information with the Manufacturer for the purpose of evaluating, quoting, sampling, tooling, and/or manufacturing products for the Company ("Purpose"). This Agreement governs the Manufacturer's obligations with respect to all such information.

3. Confidential Information

As used in this Agreement, "Confidential Information" means any non-public information disclosed by the Company to the Manufacturer, in any form, including but not limited to:

- Product designs, drawings, specifications, artwork, patterns, colors, dimensions, and prototypes;
- Brand identity materials, packaging concepts, and marketing strategy;
- Pricing, cost structures, target margins, and business terms;
- Customer and vendor relationships, distribution channels, and sourcing strategies;
- Business plans, financial projections, and strategic initiatives;
- Any samples, physical materials, or digital files provided by the Company.

4. Manufacturer's Obligations

The Manufacturer agrees to:

- Hold all Confidential Information in strict confidence, using at least the same degree of care it uses to protect its own confidential information, and in no event less than reasonable care;
- Use Confidential Information solely for the Purpose and for no other reason;
- Limit disclosure of Confidential Information to its employees, contractors, or subcontractors who have a need to know for the Purpose and who are bound by confidentiality obligations no less protective than those in this Agreement;
- Promptly notify the Company of any unauthorized use or disclosure of Confidential Information of which it becomes aware;
- Not reverse engineer, replicate, or reproduce, for any party other than the Company, the specific product designs, specifications, or artwork disclosed by the Company.

5. Exclusions

The obligations of Section 4 do not apply to information that the Manufacturer can demonstrate:

- Is or becomes publicly known through no fault of the Manufacturer;
- Was rightfully known to the Manufacturer prior to disclosure by the Company;
- Is independently developed by the Manufacturer without use of the Confidential Information;
- Is rightfully received by the Manufacturer from a third party without breach of any obligation of confidentiality;
- Is required to be disclosed by applicable law, regulation, or court order, provided the Manufacturer gives the Company prompt prior written notice (where legally permitted) and reasonably cooperates with any protective measures.

6. Ownership of Information

All Confidential Information remains the exclusive property of the Company. Nothing in this Agreement grants the Manufacturer any license, right, or interest in the Confidential Information or in any intellectual property of the Company, except the limited right to use it for the Purpose.

For clarity, nothing in this Agreement assigns or transfers any intellectual property between the Parties. Each Party retains all rights to its own pre-existing intellectual property. The Manufacturer's general manufacturing know-how, processes, methods, tooling, molds, jigs, and fixtures remain the property of the Manufacturer. Any transfer or assignment of ownership in tooling, molds, or product-specific intellectual property (for example, where separately paid for by the Company) shall be addressed in a separate written agreement signed by both Parties, and not by this Agreement.

7. Term

This Agreement shall remain in effect for three (3) years from the Effective Date. The Manufacturer's obligations with respect to Confidential Information disclosed prior to expiration shall survive for an additional two (2) years following expiration or termination of this Agreement.

8. Return or Destruction of Materials

Upon written request by the Company, or upon termination of discussions between the Parties, the Manufacturer shall promptly return or certify destruction of all Confidential Information and any copies thereof, in any form. The Manufacturer may retain one (1) copy solely for legal or compliance record-keeping, and is not required to purge Confidential Information from routine electronic backups, provided any retained information remains subject to the confidentiality obligations of this Agreement.

9. Remedies

The Manufacturer acknowledges that any breach of this Agreement may cause irreparable harm to the Company for which monetary damages alone may be an inadequate remedy. The Company shall therefore be entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region, without regard to its conflict of law principles. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under its administered arbitration rules in force at the time the notice of arbitration is submitted. The seat of arbitration shall be Hong Kong, and the language of the arbitration shall be English.

11. General Provisions

Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions or understandings. **Amendment.** This Agreement may be amended only by a written instrument signed by both Parties. **Waiver.** Failure to enforce any provision shall not constitute a waiver of future enforcement of that or any other provision. **Severability.** If any provision is found unenforceable, the remaining provisions shall remain in full force and effect. **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party. **Counterparts.** This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original.

12. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DISCLOSING PARTY (COMPANY)

Company Name

Signature

Printed Name

Title

Date

RECEIVING PARTY (MANUFACTURER)

Company Name

Wetop Acrylic

Signature

Printed Name

Title

Date