Non-Disclosure Agreement

Item	Content
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Business	Custom CNC machining and related finishing

Article 1 — Parties

This Non-Disclosure Agreement (the "Agreement") is entered into on _____ (date) by and between:

Party A (the "Processor"):

Name	Shenzhen Jiancang International Trading Co., Ltd. (brand: Jaquent)
Registration No.	Unified Social Credit Code 91440300MAKK0Q5391
Address	No. 502Q9, 5th Floor, Building 1, Fuguo Industrial Zone, 28 Kaifeng Road, Meilin Community, Futian District, Shenzhen City, China
Legal Representative / Authorized Signatory	王卓华 (Wang Zhuohua)
Title	Legal Representative
Tel	+86 173 2237 4563
Email	support@jaquent.com

Party B (the "Client"):

Name	_____
Registration No.	_____
Address	_____
Legal Representative / Authorized Signatory	_____
Title	_____
Tel	_____
Email	_____

Each a "Party" and collectively the "Parties." For purposes of this Agreement, the Party disclosing Confidential Information is the "Disclosing Party" and the Party receiving such information is the "Receiving Party." Each Party may act as both Disclosing Party and Receiving Party during the term of this Agreement.

1.1 Definitions

"Affiliate" means any entity that controls, is controlled by, or is under common control with a Party, where "control" means ownership of more than fifty percent (50%) of the voting securities or equivalent voting interest.

"Business Day" means a day on which commercial banks in Shenzhen, People's Republic of China, are open for normal business, calculated in GMT+8.

"Permitted Recipients" has the meaning set out in Article 5.2.

The Processor is the international trade interface. It does not claim to be a self-owned factory. Precision CNC placed under manufacturing-and-trading authorization JAQ-AUTH-20260919-001 is produced by the authorized Dongguan manufacturing facility named in Annex A.

Article 2 — Recitals

WHEREAS:

1. The Parties intend to cooperate in connection with custom CNC machining and related finishing (the "Business"). The Processor accepts custom machining inquiries via its website and/or offline channels. The Client may submit drawings, specifications, and order-related information to obtain quotations and commission machining.

2. In the course of inquiry, quotation, ordering, production, delivery, and after-sales support, either Party may disclose Confidential Information to the other (in particular Client drawings, specifications, and end-product information, as well as the Processor's quotation and process-related information).

3. The Parties acknowledge that protection of Confidential Information is a prerequisite for such cooperation and hereby agree as follows.

Article 3 — Definition of Confidential Information

3.1 General definition

"Confidential Information" means any information disclosed or provided by the Disclosing Party to the Receiving Party in written, oral, visual, electronic, or other form, whether marked "Confidential," "Proprietary," or similar, and/or that should reasonably be understood as commercially valuable and not for public disclosure given its nature, context of disclosure, and industry practice.

Confidential Information may exist in reports, memoranda, contract drafts, drawings, samples, data, quotations, presentations, emails, or other media, including materials provided via the website inquiry system, email, or offline delivery.

3.2 Confidential Information under the Business includes but is not limited to

(1) Client order and product information

- Custom drawings, 2D/3D models, technical specifications, BOMs, and revision notes
- Product use, end-customer brand, application scenarios, and Client-specified packaging/marking requirements
- Order quantities, delivery dates, destinations, order history, and inquiry records

(2) Process and quality information

- CNC milling, turning, mill-turn / Swiss-type, five-axis machining, wire EDM, and related programming, fixturing, and inspection methods, to the extent disclosed
- Coordinated finishing and secondary processes (including anodizing, plating, passivation, heat treatment, and similar) to the extent disclosed
- Material specifications, grades, quality standards, inspection criteria, and certifications
- Samples, trial records, inspection reports, and non-conformance handling records
- Production scheduling, capacity-related information, and lead-time methods (to the extent disclosed)

(3) Commercial and pricing information

- Quotations, unit prices, discounts, payment terms, and invoicing arrangements
- Cost structures and margin-related information (if disclosed)
- Sensitive commercial terms in negotiation minutes and correspondence

(4) Other information

- The terms of this Agreement (the mere fact that an NDA exists may be disclosed to a Party's counsel, insurers, or Affiliates who have a need to know)
- Correspondence, meeting minutes, and sample evaluation materials during cooperation
- Other materials expressly designated as confidential in writing by the Disclosing Party

3.3 Methods of disclosure

Disclosure includes but is not limited to: upload via the website inquiry/order system, in-person delivery, mail, email, instant messaging, cloud sharing, site visits, and oral disclosures. Oral disclosures confirmed in writing by the Disclosing Party within seven (7) Business Days shall also constitute Confidential Information.

Article 4 — Exceptions

The following shall not constitute Confidential Information, and the Receiving Party shall have no confidentiality obligation thereunder, provided the Receiving Party bears the burden of proof:

1. Public information: Information publicly known at the time of disclosure, or that becomes publicly known through no breach of this Agreement by the Receiving Party or its Affiliates or representatives.

2. Prior possession: Information lawfully possessed by the Receiving Party prior to disclosure, with written records proving no breach of prior confidentiality obligations.

3. Third-party source: Information lawfully obtained from a third party without confidentiality obligations, with reasonable evidence that the third party was entitled to disclose.

4. Independent development: Information independently developed without use, reference, or reliance on the Disclosing Party's Confidential Information, with development records as proof.

5. Legal compulsion: Information required to be disclosed under PRC laws, court judgments, arbitral awards, or mandatory requirements of competent authorities. The Receiving Party shall, to the extent permitted by law, notify the Disclosing Party in writing at least three (3) Business Days before disclosure to enable protective orders or other remedies; if prior notice is not possible, notice shall be given promptly after disclosure.

The above exceptions shall not affect derivative information combining or analyzing multiple items that, as a whole, constitutes Confidential Information.

Article 5 — Confidentiality Obligations

The Receiving Party agrees and undertakes:

5.1 Use restriction

The "Permitted Purpose" means evaluating, inquiring, negotiating, or performing cooperation related to the Business. The Receiving Party shall use Confidential Information solely for the Permitted Purpose and not for any other commercial or non-commercial purpose, except as expressly permitted in Article 5.7.

Where the Receiving Party is the Processor and the Disclosing Party is the Client, the Processor's permitted use of Client drawings, specifications, models, and order-related materials is limited to:

1. Inquiry and evaluation: assessing process feasibility, preparing quotations, and communicating technical matters with the Client.
2. Order performance: preparing production and inspection processes, programming, prototyping, trial runs, mass production, QC, packaging, and shipment.
3. Performance support: necessary access for order updates, after-sales handling, and disputes/claims.
4. Internal management: sharing with Permitted Recipients only as necessary to perform that Client's inquiry or order.
5. Legal retention: records required by accounting, tax, customs, or quality-traceability laws, limited to the minimum legally required, and still subject to this Agreement.

The Processor shall not use Client materials to manufacture the same or substantially similar products for other customers, or for any purpose outside the scope above, except for Desensitized Materials under Article 5.7.

5.2 Permitted Recipients

The Receiving Party shall not disclose Confidential Information to any third party except as follows. Disclosure is permitted, without additional prior written consent, to persons with a need to know for the Permitted Purpose who are bound by obligations no less stringent than this Agreement:

- Directors, officers, employees, and other workers engaged to perform the relevant inquiry or order.
- Lawyers, accountants, advisors, and other professional service providers engaged for the Permitted Purpose.
- The authorized Dongguan manufacturing facility listed in Annex A, for precision CNC and related work placed under authorization JAQ-AUTH-20260919-001.
- Finishing, heat-treat, plating, coating, and similar process vendors required to complete that Client's order. The Processor shall notify the Client of such vendors on request (email is sufficient).

Any other third party, including Affiliates not listed above, requires the Disclosing Party's prior written consent.

The Receiving Party shall be liable for breaches by its Permitted Recipients.

5.3 Standard of care

To protect the Disclosing Party's Confidential Information with at least the same degree of care used for its own confidential information, and in no event less than a reasonable standard of care, and to implement reasonable technical and administrative measures against unauthorized access, use, or disclosure.

5.4 Copying and retention

Not to copy, extract, photograph, record, download, or retain Confidential Information without written consent, except to the minimum extent reasonably necessary for the Permitted Purpose or as permitted in Article 5.7.

5.5 Return and destruction

Only upon written request by the Disclosing Party shall the Receiving Party return or destroy Confidential Information. Within fifteen (15) Business Days of receiving such request, the Receiving Party shall:

- Return carriers of Confidential Information provided by the Disclosing Party (originals, copies, and electronic files); or
- Destroy Confidential Information as directed and provide written certification of destruction signed by an authorized representative.

Absent a written request from the Disclosing Party, the Receiving Party has no obligation to proactively return or destroy materials, but must continue to comply with confidentiality obligations under this Agreement.

Retention required by law or regulators shall continue to be subject to confidentiality, limited to the minimum legally required. Materials retained by the Processor to perform effective orders or for legal retention are also covered by this clause.

5.6 Security incident notice

If the Receiving Party knows or suspects unauthorized disclosure, access, or loss of Confidential Information, it shall notify the Disclosing Party in writing within twenty-four (24) hours and cooperate in reasonable remedial measures.

5.7 Desensitized publicity

Except to the extent the Client notifies the Processor in writing that publicity is prohibited for a given inquiry or order (email to support@jaquent.com stating the inquiry or order reference is sufficient), the Processor may, without further consent, use Desensitized Materials in its website, social media, exhibitions, and capability presentations.

"Desensitized Materials" means photographs, video, or anonymized descriptions of (a) machining, programming, fixturing, in-process inspection, or similar process scenes, and (b) work-in-progress or semi-finished parts, provided that they do not identify the Client, the Client's customer, or the end application, and that unique functional geometry, assembly interfaces, brand marks, part numbers, drawings, and CAD are not recognizable.

The Processor shall not, without the Client's prior written consent: use the Client's name or logo; publish finished parts or identifiable product geometry; or disclose drawings, quotations, quantities, destinations, or end-use.

If the Client later opts out in writing, the Processor shall not create new publicity from that order and shall remove existing posts within ten (10) Business Days where reasonably practicable. Article 5.7 does not permit disclosure of Confidential Information beyond Desensitized Materials as defined above.

Article 6 — Confidentiality Period

1. Confidentiality obligations apply from the date the Receiving Party first receives the relevant Confidential Information and survive until five (5) years after the date of that disclosure, whether or not an order is placed.

2. For Confidential Information constituting trade secrets under PRC law, obligations continue until such information ceases to qualify as a trade secret.

3. Upon termination or expiration of this Agreement, Articles 5, 6.2, and 7 through 10 shall survive.

4. The Parties may extend or shorten the period for specific obligations in writing, subject to mandatory legal requirements.

Article 7 — Intellectual Property

1. All intellectual property rights in or embodied in Confidential Information (including copyrights, patents, trademarks, trade secrets, and know-how) remain with the Disclosing Party or original rights holder. Nothing herein constitutes any transfer, license, or waiver unless otherwise agreed in writing.

2. Client drawings and custom materials: Intellectual property in drawings, specifications, 3D models, brand marks, and related design materials submitted by the Client remains with the Client or original rights holder. The Processor's use of such materials is limited to the scope set out in Article 5.1, including inquiry/quotation, order production, QC and delivery, after-sales, and legal retention, and Desensitized Materials under Article 5.7. Without the Client's written consent, the Processor shall not use them for other customers' orders. Upon the Client's written request for return or destruction, Article 5.5 applies.

3. Process know-how and quotation materials: The Processor's process methods, general process parameters, quotation models, and technical know-how not specific to a particular Client remain with the Processor. The Client shall not use the Processor's Confidential Information learned in the Business to compete with the Processor, whether directly or through third parties.

4. Order-specific data: Ownership of order-specific process data, inspection records, and revision records shall be determined by the Parties' business contract or industry practice; absent agreement, neither Party's rights in Client drawings nor the Processor's general process know-how shall be impaired.

5. The Receiving Party shall not reverse engineer, copy for competitive purposes, or unlawfully extract proprietary technical content from the Disclosing Party's Confidential Information (except as expressly permitted by law).

Article 8 — Liability for Breach

1. Any breach of confidentiality obligations constitutes a breach of this Agreement.

2. For unauthorized use or disclosure of Client drawings, CAD, models, samples, or other Client technical data, the breaching Party shall compensate the non-breaching Party for resulting losses, including direct economic losses and reasonable attorneys' fees, notarization fees, investigation costs, and other enforcement expenses.

3. For other breaches, compensation is limited to direct economic losses and reasonable enforcement expenses. Neither Party shall be liable for lost business opportunities, lost profits, or other indirect or consequential losses, except in cases of willful misconduct or gross negligence.

4. The non-breaching Party may require immediate cessation of the breach and remedial measures (including recovery of disclosed materials, enhanced access controls, and notification of affected third parties).

5. If the breach is material, or the breaching Party fails to implement effective remedies within five (5) Business Days of written notice, the non-breaching Party may immediately terminate cooperation negotiations or order-related cooperation regarding the Business, and pursue legal remedies.

6. The Parties acknowledge that breach may cause irreparable harm. The Disclosing Party may seek preservation of evidence, conduct preservation, or other interim remedies available under PRC law.

7. This Article does not limit other remedies under the Civil Code of the PRC, the Anti-Unfair Competition Law, or other applicable laws.

Article 9 — Dispute Resolution

1. This Agreement shall be governed by the laws of the People's Republic of China (excluding the laws of Hong Kong SAR, Macao SAR, and Taiwan for purposes of this Agreement).

2. Any dispute arising from or relating to this Agreement shall first be resolved through friendly negotiation within thirty (30) days of written notice of negotiation from either Party.

3. Failing resolution, either Party may submit the dispute to the China International Economic and Trade Arbitration Commission (CIETAC), South China Sub-Commission (Shenzhen), for arbitration in accordance with its rules in effect at the time of application. The seat of arbitration shall be Shenzhen, the language shall be English, and the award shall be final and binding.

4. During dispute resolution, except for the disputed matters, the Parties shall continue to perform other provisions of this Agreement, including confidentiality obligations.

Article 10 — Miscellaneous

1. Entire agreement: This Agreement and its annexes constitute the entire agreement regarding confidentiality and supersede all prior oral or written understandings, letters of intent, or confidentiality commitments on the same subject.

2. Amendment and waiver: Amendments, supplements, or waivers require written execution by authorized representatives of both Parties (including electronic signature). Failure or delay in exercising any right does not constitute a waiver.

3. Severability: If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary or severed; remaining provisions remain in effect.

4. Notice: Notices shall be in writing (including email) to addresses and emails in Article 1. Changes of contact information require five (5) Business Days' prior written notice. Email is deemed delivered upon successful transmission unless a bounce or delivery-failure notice is received; courier delivery upon receipt or the third day after refusal.

5. Assignment: Neither Party may assign rights or obligations under this Agreement without prior written consent of the other, except that the Processor may share Confidential Information with Permitted Recipients as provided in Article 5.2. Assignment of drawing-access rights to any other Affiliate requires prior written consent.

6. Counterparts and electronic signature: This Agreement may be executed in counterparts, including PDF or other electronic copies, each of which is an original and all of which together are one instrument. Wet-ink or electronic signatures are valid. A company seal or chop is required only if that Party customarily executes documents with a seal.

7. Language: This Agreement is executed in English, which shall prevail. A Chinese convenience translation may be provided and does not control unless the Parties later execute a bilingual version that states otherwise in writing.

8. Export control: The Client warrants that it will not send technical data that is subject to ITAR, EAR, or other export-control laws unless the Parties have agreed in writing in advance how such data will be handled. The Processor is located in the PRC.

Article 11 — Execution

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above. Execution may be by wet ink or electronic signature.

Party A (Processor)

Name	Shenzhen Jiancang International Trading Co., Ltd. (brand: Jaquent)
Authorized Signatory	王卓华 (Wang Zhuohua)
Title	Legal Representative
Date	_____
Seal (if used)	

Party B (Client)

Name	_____
Authorized Signatory	_____
Title	_____
Date	_____
Seal (if used)	

Annex A — Permitted manufacturing recipient

The following manufacturing facility is a Permitted Recipient for Confidential Information reasonably necessary to perform precision CNC and related work placed under manufacturing-and-trading authorization JAQ-AUTH-20260919-001.

Item	Content
English running name	Authorized Dongguan manufacturing facility
Chinese legal name	东莞市大岭山振洪机械配件加工店
Unified Social Credit Code	92441900MA5334JR8D
Registered address	No. 101, 16 Shiliu West 2nd Street, Dalingshan, Dongguan, Guangdong, China
Authorization	JAQ-AUTH-20260919-001

This annex does not make the Processor a party to contracts in the manufacturer's name, and does not limit other orders, outsourced processes, or separately agreed suppliers. Finishing and other secondary vendors remain Permitted Recipients under Article 5.2 where required to complete the Client's order.