

NON-DISCLOSURE AGREEMENT

(MUTUAL)

THIS AGREEMENT is made the _____(Date). Between

(a) Shenzhen Turnkey Model Co., Ltd. a company incorporated in China (TIN91440300MA5GJRRP4U) and whose address is at Rm 1318, Hanhaida Building, No.7 Songgang Avenue, Baoan District, Shenzhen, China, 518105; and

(b) _____ a company incorporated in _____ () and whose address is at _____

(Each a“Party”and jointly referred to as the“Parties”)

FOR GOOD CONSIDERATION, Where the Parties wish to have discussions concerning the joint realisation of projects aiming at producing parts by additive or subtractive manufacturing, and both Parties are prepared to disclose to the other information which is regarded as Confidential pursuant to the contractual agreement.

The Receiving Party may use the Confidential Information subject to the following terms and conditions:

1. DEFINITIONS

1.1. 'Confidential Information' shall refer to any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential(however it is conveyed or on whatever media it is stored) including technical information(such as methods, know-how, formulae, compositions, processes, discoveries, machines, models, devices, specifications, inventions, computer programs, research projects and similar items), business information(such as information about costs, profits, purchasing, market, sales or customer lists), information about future developments (such as research and development or future marketing or merchandising), and other secret or proprietary information or data.

1.2. ' Disclosing Party' shall mean the party to this agreement that discloses information, directly or indirectly to the Receiving Party under or in anticipation of this agreement.

1.3 'Receiving Party' shall mean the party to this agreement that receives Information, directly or indirectly from the Disclosing Party.

1.4 'Purpose' shall mean the Parties wish to have discussions concerning the joint realisation of projects aiming at producing parts by additive or subtractive manufacturing.

2. CONFIDENTIALITY AND NON-USE

The Receiving Party undertakes to the Disclosing Party:

- 2.1. to keep the Confidential Information secret at all times;
- 2.2. not to disclose it or allow it to be disclosed in whole or in part to any third party without the Disclosing Party's prior written consent;
- 2.3. not to use it in whole or in part for any purpose except for the Purpose;
- 2.4. to continue the obligations under this Agreement for a period of 3 years from the date of this agreement.

3. EXCEPTIONS

The above obligations of confidentiality shall not apply to any information which the Receiving Party can show:

- 3.1. that the Receiving Party discloses to its employees, service providers, agents or customers on a need-to-know basis and for the purpose of performing its obligations toward the Disclosing Party, provided always that such person has entered into a non-disclosure agreement with the Receiving Party on terms not less stringent than the agreement;
- 3.2. was known to the Receiving Party before it was imparted by the Disclosing Party;
- 3.3. is required to be disclosed by Law or tribunal of competent jurisdiction;
- 3.4. is in or subsequently comes into the public domain (through no fault on the Receiving Party's part);
- 3.5. is received by the Receiving Party without restriction on disclosure or use from a third party lawfully entitled to make the disclosure to the Receiving Party without such restrictions; or
- 3.6. is developed by any of the Receiving Party's employees who have not

had any director indirect access to, or use or knowledge of, the information imparted by the Disclosing Party.

4. DISCLOSURE TO EMPLOYEES

The Receiving Party undertakes to permit access to the Confidential Information only to those of the Receiving Party's directors and employees who reasonably need access to the Confidential Information for the Purpose, and on the conditions that such directors and employees have:

4.1. entered into legally binding confidentiality obligations to the Receiving Party on terms equivalent to those set out in this agreement and extending to the Confidential Information:

4.2. been informed of the Disclosing Party's interest in the Confidential Information and the terms of this agreement; and

4.3. been instructed to treat the Confidential Information as secret and confidential in accordance with the provisions of this agreement.

5. LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with Chinese law and shall be subject to the exclusive jurisdiction of the Chinese Courts.

By: _____

Name: _____

Title: _____

For and on behalf of

Shenzhen Turnkey Model Co., Ltd.

TIN91440300MA5GJRRP4U

By: _____

Name: _____

Title: _____

For and on behalf of
