

**NON-DISCLOSURE AGREEMENT**

between

**pcbwhiz Limited - Business licence no. 74458637-000**

Level 7, K11 ATELIER Victoria Dockside,  
18 Salisbury Road,  
Tsim Sha Tsui, Hong Kong

including its affiliated companies,  
(hereinafter referred to as “pcbwhiz”)

and

.....  
including its affiliated companies,  
(hereinafter referred to as “customer”)

Disclosing and Receiving Party are hereinafter jointly referred to as the “Parties”.

Clear target of this agreement is to ensure, that no information about current projects and contracts is given to third parties and to ensure that no direct contact with third parties is allowed without written permission explicitly stated by both parties.

Whereas the course of such business relationships the parties and their affiliated companies (as defined in clause 3 below) may exchange valuable information which they consider proprietary and confidential.

Whereas, “Confidential Information” shall be defined as information marked as confidential by the Disclosing Party or in case of verbal or visual disclosure identified as confidential by the Disclosing Party.

Now, therefore the parties agree that the following terms and conditions apply to the disclosure of such information.

## 1. Confidential Information

1.1 During the term of this Agreement the Parties hereto will exchange commercial and technical information. The obligation of confidentiality shall apply regardless of the form the data takes. All documents containing confidential information and conspicuously marked “confidential”, showing the name of the Disclosing Party at the time of delivery to the Receiving Party, are protected under this Agreement.

Confidential information in terms of this agreement are:

- all exchanged commercial and technical information about engineering and technology, in-house relationships and processes and activities of both parties
- all information which is received independent through relationship by both parties
- all other technical and/or commercial information, especially technical drawings, data and other technical documentation, as well as materials, samples, equipment, technical processes and technical know-how.
- all industrial property rights and miscellaneous legal positions, especially copies, text, technical performance, photos, films, videos, software and similar positions and items as far as they contain confidential information and are conspicuously marked “confidential” or would be classified as deserving protected and therefore confidential by objective third parties

1.2 In case of verbal or visual disclosure, such confidential information shall be confirmed by the Disclosing Party in writing as being subject to the terms of this Agreement within 30 days of such disclosure, with a summary of such disclosure.

## 2. Confidentiality

2.1 During the term of this agreement the parties are obliged to keep confidential all Confidential Information received from the other party, including but not limited to, not to disclose such Confidential Information to third parties directly or indirectly, orally or in writing or in any other way except those which need the information for project progress and who also had been obliged to the present standard of confidentiality of this agreement in writing. The Disclosing Party retains all rights (including, but not limited to, copyright

and the right to apply for Intellectual Property Rights, such as patents, utility models, mask work protection etc.).

- 2.2 Both parties shall only use the Confidential Information to achieve the purpose. The obligation to Confidentiality is valid independent from being orally, documented, machine-readable or as drawings, pictures, samples, or products.
- 2.3 None of the parties will announce or point out any information about the relationship between the Parties to thirds regarding the purposes/project covered by this NDA, except when expressly authorized in writing by the other party to do so.
- 2.4 The parties shall be obligated to ensure, and guarantee, that their engaged employees, management body, consultants (e.g. accountants, lawyers, management or financial consultants) or any other persons having access to the information will be under the same confidentiality obligation.
- 2.5 This obligation Z 2.1 to Z 2.4 shall not apply to such information proven to
  - a. be publicly known at the time of disclosure;
  - b. having become publicly known inadvertently or by a force majeure situation despite due care having been exercised by the Receiving Party;
  - c. already be known by the Receiving Party prior to such disclosure or to be lawfully obtained from a third party after such disclosure;
  - d. having been or be developed by the Receiving Party independent of any such information disclosed by the other Party;
  - e. be expressly released by the Disclosing Party in writing from the obligations of confidentiality imposed by this Agreement.

### **3. Associated Companies**

The Parties may directly involve one or more of their associated companies or subcontractors in the discussions under this Agreement, which have agreed to be bound by the confidentiality and non-use provisions of this Agreement, and which shall be considered to be a “party” for purposes of this Agreement. The Parties may exchange Confidential Information with such associated companies or subcontractors, and each party accepts responsibility that its associated companies or subcontractor will abide by the confidentiality and non-use provisions of this Agreement. The term “associated company” includes any entity belonging through direct or indirect majority ownership to the group of entities in which a party is a member through direct or indirect majority ownership interest

#### **4. Return Demand**

Upon written request by one of the both contract partners, the other partner is obliged to return without reasonable delay within one week all written or otherwise recorded information, including all copies and samples obtained from the Disclosing Party and destroys all copies and data storage media and electronically stored data. The right of retention is excluded. The partner shall provide upon request within one week with written confirmation of compliance with this obligation.

#### **5. No acquisition of rights/intellectual property rights**

No title, license, copyright or any other rights are granted expressly or implicitly under this Agreement or by the exchange of information regardless of whether or not covered by intellectual property rights or not.

#### **6. Duration**

This Agreement shall become effective when duly signed by both parties and is concluded for an indefinite period. It can however be terminated in written form with 12 months notice.

In addition to this, the obligation to keep information confidential will remain effective for further 5 years after termination of this agreement.

#### **7. Miscellaneous**

- 7.1 Each contract partner confirms hereby that the exchange of its information does not violate any law or contractual duties.
- 7.2 This agreement and any other documents executed in conjunction herewith shall be governed by and interpreted in according with the laws and regulations of the Hong Kong SAR. The exclusive place of jurisdiction shall be the competent court in Hong Kong.
- 7.3 Modifications and additions to this contract are only valid if in writing and duly signed by both parties.
- 7.4 In case of disagreements between the contract partners about content or validity of this contract, the partners agree that the exclusive place of jurisdiction shall be the location of the pcbwhiz registered office in Hong Kong. Applicable law shall be the law that applies at the location of pcbwhiz registered office in Hong Kong. The parties agree that any controversy which may arise shall be decided only by the competent Hong Kong Law in Hong Kong.
- 7.5 The legal successors of each contracting parts shall likewise be bound by the terms of this agreement as if it were the original contracting parties.

7.6 If any Clause contained in this Agreement is, for any reason, held to be invalid or unenforceable, in any respect, such invalidity or unenforceability will not affect the validity of the remaining Agreement. The affected clauses shall be replaced or complemented by adequate amendment, as far as legal, to come as close as possible to the economic intent

In witness whereof, the parties have caused this Agreement to be executed by their duly authorised representative(s).

Hong Kong, dated....., dated.....  
Place & Date

**pcbwhiz Limited** .....  
Customer Company

Represented by

Represented by

.....  
Sven Skjellet / Director

.....  
Name & Title

.....  
Markus Quendler / Director