



MUTUAL NONDISCLOSURE AGREEMENT

This Agreement is entered into by and between
VYBRONICS (HK) LTD located at 181 Johnston Road Wanchai, Hong Kong
("VYB") and ("Company")

located at _____

in order to protect the Confidential Information that may be disclosed between them.

1. Purpose:

Each party acknowledges that the other party's Confidential Information is not available to the general public. The purpose of this Agreement is for the mutual protection of that Confidential Information and any other proprietary information shared between both parties.

2. Terms:

This Terms and Conditions agreement will extend to all transactions that occur between VYB and Company and will automatically renew on January 1 of each calendar year unless either party provides 90 day notice of non-renewal and all terms of the agreement are fulfilled. This agreement does not alter in any fashion any non-disclosure terms agreed to in other documents.

3. Confidential Information:

For the purpose of this Agreement, "Confidential Information" shall include all information disclosed that (a) if in tangible form is marked as "Confidential, Proprietary, or other similar legend; or (b) if in oral or intangible form is designated as confidential upon disclosure and then summarized in a written form and delivered to the receiving party within ten (10) business days of disclosure.

Confidential information shall include, but is not limited to (a) information concerning either party's business methods and practices, correspondence, written or oral representations, memoranda, reports, records, personnel, customers, prospective customers and suppliers; (b) information concerning inventions, patents or patent applications, processes, methods, products, intellectual property and other proprietary rights; (c) specifications, drawings, models, samples, tools, computer programs, technical information, circuit layout, design or software imbedded in any such device; and (d) all prepared notes, documents and materials that reflect, interpret, evaluate, include or are derived from confidential information.

4. Confidentiality Obligations:

Each party agrees to maintain the confidentiality of the other party's Confidential Information and to protect it with the same degree of care it uses to protect its own Confidential Information, but in no event less than a reasonable degree of care. Each party shall: (a) not disclose the other party's Confidential Information to any third party without written consent of the Disclosing Party, except Recipient may disclose Confidential Information to its employees and agents who need to know in order to carry out the "Purpose" and who are bound by nondisclosure agreements with Recipient which contains terms no less restrictive than the terms of this Agreement; (b) use the Confidential Information solely for the "Purpose" stated above; and (c) not reverse engineer or decompile Confidential Information except as required to achieve the "Purpose" stated above.

All materials containing Confidential Information shall remain the property of the disclosing party. Upon written request of the disclosing party, the receiving party shall promptly return or securely destroy all tangible Confidential Information provided by the disclosing party, along with any and all copies thereof, except that the receiving party may retain a single copy of such tangible Confidential Information in a secure file for record keeping and for the purpose [as defined in Section 1] only.

5. Exceptions:

Notwithstanding the forgoing, the Recipient may disclose Confidential Information to the extent required by a valid court or governmental order, provided the Recipient give the Disclosing Party prompt advanced notice so the Disclosing Party may seek a protective order or other appropriate remedy. If the disclosing party is not successful in obtaining such an order or remedy, the Receiving Party shall furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

Information shall not be considered Confidential if it: (a) is already known or in the possession of the Receiving Party; (b) is disclosed to the Receiving Party by a third party who is not under confidentiality restrictions; (c) is independently developed by or for Receiving Party as documented by the records of the Receiving Party; (d) subsequently enters into the public domain other than by a breach of this Agreement; or (e) is already published or otherwise in the public domain at the time of disclosure. If a question of breach arises it shall be the Receiving Party's obligation to prove such exceptions are valid.

No rights or obligations other than those expressly recited herein are to be implied from this Agreement. No license or other right is granted to Recipient, directly or indirectly, to use in any way any patent, copyright or other intellectual property or proprietary right now held or later obtained by the Disclosing Party.

6. Miscellaneous:

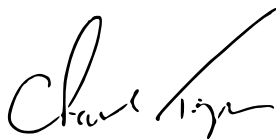
This Agreement contains the entire understanding between the parties with respect to the "Purpose" and supersedes all previous agreements between the parties, whether express, implied, written, or oral. No modification/s of the Agreement or waiver of the terms and conditions hereof shall be binding on either party unless approved in writing and duly executed by authorized representatives of both parties.

This Agreement shall be governed by the laws of Hong Kong, and the parties agree to the exclusive jurisdiction and courts located in Hong Kong. Breach of this Agreement can be enjoined, as money damages would not cure the harm from the breach.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following authorized representatives of each party as of the date below.

Vybronic (HK) LTD

Company:



Signature
Charles Tepper

Signature

Typed or printed name

Typed or printed name

VP Sales Engineering

Title
July 29, 2024

Title

Date

Date