

MUTUAL NON-DISCLOSURE AGREEMENT

For PCB Design, Manufacturing Coordination, Component Sourcing, PCBA Assembly and Related Engineering Projects

Party A	Excel Circuit Co., Ltd.	Party B	_____
Representative	_____	Representative	_____
Address	_____	Address	_____
Effective Date	___ / ___ / ____	Project / Opportunity	_____

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into by the parties identified above. Each party may disclose Confidential Information to the other in connection with evaluating, quoting, designing, sourcing, manufacturing, assembling, testing, or otherwise supporting the Project. A party disclosing information is a "Disclosing Party" and a party receiving it is a "Receiving Party".

1. Purpose and Authorized Use

The Receiving Party may use Confidential Information solely for the Project and only to the extent reasonably necessary to evaluate or perform the contemplated business relationship. No other use is permitted without the Disclosing Party's prior written consent.

2. Confidential Information

"Confidential Information" means non-public technical, commercial, operational, or business information disclosed in any form, whether marked confidential or reasonably understood to be confidential given its nature and the circumstances of disclosure. For electronics and PCB/PCBA projects, Confidential Information includes, without limitation: schematics; PCB layout files; Gerber, ODB++, IPC-2581 and drill data; stackups; impedance requirements; BOMs and AVL data; source code, firmware and programming files; CAD / enclosure data; test plans and test results; prototypes and samples; production parameters; DFM/DFA comments; quotations, prices and cost structures; supplier and customer information; forecasts; order data; and project correspondence.

3. Information Not Covered

The obligations in this Agreement do not apply to information that the Receiving Party can demonstrate by written records: (a) was lawfully known without restriction before disclosure; (b) becomes public through no breach of this Agreement; (c) is lawfully received from a third party without confidentiality duty; or (d) is independently developed without use of the Disclosing Party's Confidential Information.

4. Receiving Party Obligations

The Receiving Party shall: (a) protect Confidential Information using at least reasonable care and no less than the care used for its own similarly sensitive information; (b) disclose it only to employees, affiliates, professional advisers, approved subcontractors, or service providers who have a need to know and are bound by confidentiality obligations; (c) not copy, reproduce, distribute, publish, sell, or disclose it except as necessary for the Project; and (d) not use the information to compete unfairly with, bypass, or misappropriate the Disclosing Party's business or intellectual property.

Unless expressly authorized in writing, the Receiving Party shall not reverse engineer, disassemble, decompile, chemically analyze, or otherwise derive design details from samples, prototypes, assemblies, firmware, or other tangible items supplied by the Disclosing Party, except where such restriction is prohibited by applicable law.

5. Required Disclosure

If disclosure is required by law, regulation, court order, or competent authority, the Receiving Party may disclose only the legally required portion and, to the extent permitted, shall promptly notify the Disclosing Party and reasonably cooperate in seeking protective treatment.

6. Information Security and Incident Notice

The Receiving Party shall maintain reasonable administrative, technical, and physical safeguards. If it becomes aware of unauthorized access, loss, or disclosure, it shall promptly notify the Disclosing Party, take reasonable containment measures, and cooperate to reduce further exposure.

7. Ownership; No License; No Purchase Commitment

All Confidential Information remains the property of the Disclosing Party or its licensors. No patent, copyright, design right, trademark, trade secret, know-how, or other intellectual property license is granted by disclosure except the limited right to use the information for the Project. Neither party is obligated to place or accept any order, award any work, or enter into any further agreement.

8. Return or Destruction

Upon written request or when the Project ends, the Receiving Party shall promptly return or securely destroy Confidential Information and copies under its control, except for archival copies automatically retained by backup systems or copies required by law. Any retained copy remains subject to this Agreement.

9. Term and Survival

This Agreement begins on the Effective Date and remains in force for three (3) years unless terminated earlier by written agreement. Confidentiality and restricted-use obligations survive for five (5) years after each disclosure. Trade secrets shall remain protected for so long as they qualify for protection under applicable law.

10. Remedies

The parties acknowledge that unauthorized use or disclosure may cause harm that is difficult to quantify. In addition to other remedies available under law or contract, the Disclosing Party may seek injunctive or other equitable relief where legally available.

11. No Warranty

Confidential Information is provided “as is” for evaluation or Project purposes. Except as expressly stated in a separate written agreement, the Disclosing Party makes no warranty as to completeness, merchantability, fitness for a particular purpose, or non-infringement.

12. Governing Law and Dispute Resolution

Unless the parties expressly agree otherwise in writing, this Agreement is governed by the laws of the People's Republic of China. Any dispute arising from or relating to this Agreement that cannot be resolved through good-faith negotiation shall be submitted to the Guangzhou Arbitration Commission for arbitration in Guangzhou, China, in accordance with its then-effective rules. The arbitral award shall be final and binding.

13. General

This Agreement constitutes the entire agreement regarding confidentiality for the Project and supersedes prior oral or written confidentiality understandings on the same subject. Any amendment must be in writing and signed by both parties. If any provision is held unenforceable, the remaining provisions remain effective. Neither party may assign this Agreement without the other party's written consent, except to a successor in connection with a merger, reorganization, or transfer of substantially all relevant business assets. Counterparts and electronic signatures are valid to the extent permitted by applicable law.

SIGNATURES

PARTY A - Excel Circuit Co., Ltd.	PARTY B - _____
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Company Chop (if applicable)	Company Chop (if applicable)