NON-DISCLOSURE AGREEMENT

This Agreement is made as of *** ("Effective Date") between:

*** a company located at ***

And Shenzhen Jucheng Precision Model Co.,Ltd , a company located at 3rd Floor, Building C, 4th Industrial Zone, Xisha Road, hajing Street, Baoan District, Shenzhen

In consideration of the mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purpose.** These terms apply when one party, or its affiliated companies (the "Discloser") discloses confidential information (the "Confidential Information") to the other party or its affiliated companies (the "Recipient") for the purpose of evaluating, establishing or continuing a beneficial business relationship ("Purpose"). The Confidential Information may belong to Discloser or to a third party to whom Discloser owes a duty of confidence. This Agreement does not require either party to disclose or receive Confidential Information, and applies only to Confidential Information that is disclosed on or after the Effective Date.

2. **Information That May Be Disclosed.** The following is a non-exhaustive description of information either party may wish to disclose under this Agreement: information related to business plans, financial and personnel data, manufacturing, design, test and system integration capabilities, processes and procedures, technology roadmaps, pricing-related information, procurement information including supplier names, customer information, production schedules, component and assembly lead times, forecast data, order quantities and terms and conditions, strategies, new and existing products and technologies, and bills of materials.

3. **Confidential Information.** Disclosures made by any means of communication whatsoever shall be deemed to be Confidential Information if, at the time of disclosure, such are marked or orally identified as confidential (or like designation), are disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential.

4. **Non-Confidential Information.** This Agreement does not restrict disclosure or use of information that: (a) is already in Recipient's possession without an obligation of confidentiality, (b) is developed independently, (c) is, or becomes, publicly available without breach of this Agreement, (d) is received from a third party who is not bound by an obligation of confidentiality to Discloser, or (e) is disclosed by Discloser to a third party without obligation of confidentiality.

5. **Obligations of Confidentiality.** Recipient shall use the same care and discretion to avoid disclosure, publication and/or dissemination of Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, but in no case will Recipient use less than a reasonable standard of care and discretion. Recipient shall use Confidential Information solely for the Purpose for which it was disclosed, and will be responsible for any breaches of this Agreement by its affiliated companies. Recipient shall neither analyze, evaluate, test, reverse engineer, attempt any of these activities, or use in any way, itself or through any third party, except Recipient's officers and employees on a "need to know" basis in furtherance of the purposes stated herein, and for no other purpose, any proprietary material hereunder without the prior written consent of the Disclosing Party.

6. **Permitted Disclosure.** Recipient may only disclose Confidential Information for the Purpose to the following persons on a need to know basis: (a) its employees and agents, (b) employees and agents of its affiliated companies, (c) in the case of (Shenzhen Jucheng Precision Model Co.,Ltd) to its suppliers of goods and services used on behalf of Company,

(d) with the prior written consent of the Discloser to a third party. In all instances of disclosure, Recipient shall use best efforts to have and enforce a written agreement with such party requiring that party to observe confidentiality obligations for the benefit of Discloser, the terms of which shall be no less onerous than the terms hereof. Recipient may also disclose Confidential Information if required by law. Recipient shall give Discloser prompt notice of any request for disclosure required by law.

7. **Ownership of Rights.** Confidential Information disclosed pursuant to this Agreement shall remain the property of Discloser. Neither this Agreement nor any disclosure of Confidential Information grants Recipient a license or right to use Confidential Information, except as expressly provided herein. Recipient shall include Discloser's copyright notices and proprietary legends on all copies of Confidential Information it makes. Upon Discloser's written request, Recipient will return all Confidential Information received from Discloser, including all copies, or will certify in writing that all such Confidential Information and copies have been destroyed, except that Recipient's legal counsel may retain one copy of any Confidential Information for records purposes.

8. **Expiration of Obligations.** Recipient's obligations with respect to Confidential Information shall not expire during the term of this Agreement and shall remain in effect for ten (10) years from the date of disclosure of such Confidential Information despite termination or expiry of the Agreement, unless the parties expressly agree otherwise. Confidential Information shared between parties, shall be destroyed on termination or expiry of this Agreement, except that Recipient's legal counsel may retain one copy of any Confidential Information for records purposes.

9. Remedies. The Parties agree that the obligations hereunder are necessary and reasonable to protect each Disclosing Party. The Parties agree that due to the unique nature of the Confidential Information, monetary damages would be inadequate to compensate either Disclosing Party for a breach of this Agreement. Accordingly, the Parties agree that any violation or threatened violation may cause irreparable injury to the respective Disclosing Party and that, in addition to any other remedies available in law, equity or otherwise, the Disclosing Party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or to claim for damages before the competent courts.

10. **Compliance with laws**. Each party shall comply with all applicable export laws and regulations as they pertain to the use and disclosure of its Confidential Information.

11. **Right to Compete.** Except for the obligations of confidentiality and non-use contained in this Agreement, this Agreement does not limit either party from (a) providing to others, products or services which may be competitive with Discloser's products or services, or (b) providing products or services to others who compete with the Discloser.

12. **Warranty / Liability.** Discloser warrants its right to disclose Confidential Information to Recipient. However, Discloser provides Confidential Information solely on an "AS IS" basis and is not liable for any damages arising out of use of Confidential Information, unless the parties expressly agree otherwise. In addition, any information disclosed with respect to business plans is for planning purposes only, and Discloser may change or cancel such plans at any time.

13. **Term and Termination.** This Agreement shall expire three (3) years from the Effective Date unless either party terminates this Agreement by providing one (1) month's written notice to the other prior to the date of expiry. Provisions of this Agreement which by their nature extend beyond termination, will remain in effect despite termination for the period of time specified in Section 8 herein and will apply to each party's successors and permitted assigns.

14. **Assignment.** No party may assign its rights or delegate its duties or obligations under this Agreement without the other party's prior written consent.

15. **No Agency Relationship.** This Agreement does not create any agency, partnership or other such relationship between the parties.

16. **Waiver.** No provision of this Agreement will be deemed waived and no breach or default excused unless the waiver or excuse is in writing and signed by the party issuing it. A waiver of any provision or breach shall not constitute a waiver of any other provision or subsequent breach.

17. **Severability.** If any provision contained in this Agreement is, for any reason, held to be invalid or unenforceable in any respect under the laws of any jurisdiction where enforcement is sought, such invalidity or unenforceability will not affect any other provision of this Agreement and this Agreement will be construed as if such invalid or unenforceable provision were not present.

18. **Applicable Laws.** This Agreement is governed by the laws of Spain, excluding any applicable conflict of laws principles.

19. **Headings.** The headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement nor are they to be referred to in its interpretation.

20. **Entire Agreement/Amendments.** This Agreement is the entire agreement relating to this subject, and replaces all other such agreements between the parties, oral or written. This Agreement may only be amended by a written agreement signed by both parties.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

22. **Execution.** This Agreement and any amendments or supplements hereto may be validly executed by means of signed facsimile transmission.

23. **Corporate Authority**. Each party represents that the individuals signing below have authority to bind their corporation.

By:	. By:Shenzhen Jucheng Precision Model Co.,Ltd
	(Signature)
Name: Title: Date:	Name: Megan Pan Title: International Sales Date: 29/06/2023