## Non-Disclosure Agreement

of

## PRU1001

between

Comba Telecom Network Systems Limited. (Party A)

&

XXXXXXXX (Party B)

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# Non-Disclosure Agreement of PRU1001 Confidential Information

Party A:	Comba Telecom Network	Systems Limited.	(Hereinafter	referred	to	Party
Contact:	٦	ГеI:				
Address:		Post code:				
E-mail:						
Party B:	XXXXXXX (Hereinafter ref	erred to Party B	)			
Contact:	٦	ГеI:				
Address:		Post code:				
E-mail:						

#### Whereas:

Exchanging of relevant project and technological information is required for the ongoing project discussions or cooperation between Party A and Party B with respect to, this agreement is entered into by and between Party A and Party B through friendly consultations and under the principle of mutual benefit and joint development.

#### I. Definition of Confidential Information

Confidential information refers to data, information, and sample with respect to relevant businesses and technologies, whether in written or other forms, that have been disclosed by Party A to the Party B with clear label or designation of 'confidential information' (hereinafter referred to as 'confidential information'), especially these files:

- (1) Internal photos
- (2) User manual

### **I**. Obligations and Liabilities

- (1) Party A as the provider and Party B as receiver of confidential information.
- (2) To prevent confidential information from becoming public or disclosed to unauthorized person, both Party A and Party B should store confidential information in internal storage confidentiality and limit access by the others.
- (3) Party B shall not disclose or make public any confidential information to a third party (including the press) without the written approval of Party A; Party B shall not provide a third party with copies or duplicates of the confidential information disclosed by Party A or its representative, whether intentionally or not, unless the disclosure is allowed by a written agreement signed by Party A.

- (4) During installation or usage, the circuit board or internal components shall not be accessible to end user or public, The unit only installed or serviceable by professional designated technicians.
- (5) Both parties should store confidential information encrypted, they should not be disclosed to unauthorized person while transferring.
- (6) In the event that the proceeding of the cooperative program ceases or either party quits the program with reasons, a party shall and shall urge its representatives to destroy or return to the other party all confidential information as well as all documents and materials and all duplicates thereof containing confidential information within 10 working days, upon the request of the other party at any time. Nevertheless, the party possessing the confidential information may keep one piece of the duplicates of the documents or materials described above only for the purpose enshrined in Part III hereunder, without breaching other provisions of this agreement.

#### **III.** Preservation and Application of the Confidential Information

- (1) Either Party A or Party B has the right to preserve necessary confidential information, to make use of which in implementing binding laws, regulations, and obligations under their cooperative programs.
- (2) Either Party A or Party B has the right to make use of the confidential information to defend against any claims, lawsuits, judicial proceedings, and accusations towards the receiving party or its representatives in relation to the programs hereunder and relevant affairs, or to respond to summons, subpoena, or other legal proceedings with respect to the programs hereunder and relevant affairs.

#### IV. Dispute Settlement and Governing Laws

This agreement shall be governed by and be interpreted in accordance with the laws of the local region. With respect to any issues, disputes, lawsuits or proceedings arising from or in connection with the rights and obligations of the parties hereunder, the two parties shall irrevocably accept the jurisdiction of the courts of the local region.

#### V. Term of the Agreement

- (1) This agreement shall remain effective for 10 years and shall come into force as from the date when both parties sign and stamp the company chop on the agreement.
- (2) All sales of the PRU1001 device will be under NDA to include third party sales and that the final user of the device is subject to the NDA.

Party A:	Party B:
Representative:	Representative:
Date:	Date: