

NON-DISCLOSURE AGREEMENT

TJR Machining Co., Ltd

No.18 Vo Thi Thua street, An Phu Dong district

Ho Chi Minh city, Vietnam

“The receiving party”

TJR Machining values your privacy and security. You always own your data, and TJR Machining only uses it to estimate, fabricate, and review customer-specific projects. Customer data is not shared outside of TJR Machining's services. The servers and network where data is stored are isolated by a firewall, and only authorized staff can access it. We conduct regular security scans to look for vulnerabilities.

Ordered projects being fulfilled by TJR Machining's Manufacturing Supplier Network are given unique internal IDs, which are non-specific to the customer or ultimate project identity. Manufacturing Partners respect TJR Machining's customers and confidentiality through non-disclosure and service agreements.

We committed as follow conditions:

1. Confidential Information. Confidential Information includes, but is not limited to, designs, samples, models, prototypes, know-how, processes, methods, techniques, formulas, algorithms, scientific knowledge, and operating specifications communicated in writing, orally or visually to Receiving Party.
2. Obligations of Receiving Party. The Receiving Party will maintain the confidentiality of the Confidential Information of the disclosing party with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. The Receiving Party will not disclose any of the Disclosing Party's Confidential Information to any employees or to any third parties except to the Receiving Party's employees, parent company and majority-owned subsidiaries who have a need to know and who agree to abide by nondisclosure terms at least as comprehensive as those set forth herein; provided that the Receiving Party will be liable for breach by any such entity. Each party assures the other party that employees and agents of affiliated business units which are recipients of Confidential information shall abide by the terms of this Agreement. For the purposes of this Agreement, the term “employees” shall include independent contractors of each party. The Receiving Party will not make any copies of the Confidential Information received from the Disclosing Party except as necessary for its employees, parent company and majority-owned subsidiaries with a need to know. Any copies, which are made, will be identified as belonging to the Disclosing Party and marked “confidential”, “proprietary” or with a similar legend.

3. Termination of Obligation of Confidentiality. The receiving party will not be liable for the disclosure of any Confidential Information which is:
 - (a) rightfully in the public domain other than by a breach of a duty to the Disclosing Party;
 - (b) rightfully received from any third party without any obligation of confidentiality;
 - (c) rightfully known to the Receiving Party without any limitation on use or disclosure prior to its receipt from the Disclosing Party;
 - (d) independently developed by employees of the Receiving Party; or
 - (e) generally made available to third parties by the Disclosing Party without restriction on disclosure.
4. Title. Title or the right to possess Confidential Information as between the parties will remain in the Disclosing Party.
5. No Obligation of disclosure: Termination. Neither party has any obligation to disclose Confidential Information to the other. Either party may terminate this Agreement at any time without cause upon written notice to the other party, provided that each party's obligations with respect to Confidential Information disclosed during the term of this Agreement will survive any such termination. Either party may, at any time; (a) cease giving confidential Information to the other party without any liability, and/or (b) request in writing the return or destruction of all or part of its Confidential Information previously disclosed, and all copies thereof, and the Receiving Party will promptly comply with such request, and certify in writing its compliance.
6. Survivability. Paragraphs 1, 2, 3, and 4 shall survive termination of this Agreement.
7. General.
 - (a) This Agreement is neither intended to nor will it be construed as creating a joint venture, partnership or other form of business association between the parties, nor any obligation to buy or sell products using or incorporating the Confidential Information.
 - (b) Both parties understand and acknowledge that no license under any patents, copyrights, trademarks is granted to or conferred upon either party in this Agreement or by the disclosure of any Confidential Information by one party to the other party as contemplated hereunder, either expressly, by implication, inducement, estoppel or otherwise, and that any license under such intellectual property rights must be express and in writing.

- (c) The failure of either party to enforce any right resulting from breach of any provision of this Agreement by the other party will not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.
- (d) This Agreement constitutes the sole and entire agreement between the parties with respect to the Confidential Information and all restrictions thereon; it supersedes any and all prior or contemporaneous oral or written agreements, negotiations, communications, understandings and terms, whether express or implied regarding the Confidential Information, and may not be amended except in a writing signed by a duly authorized representative of the respective parties. Any other agreements between the parties, including non-disclosure agreements will not be affected by this Agreement.
- (e) The Disclosing Party disclaims all warranties regarding all Confidential Information disclosed pursuant to this Agreement, including all warranties as to the accuracy or utility of such Confidential Information.

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