

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (“Agreement”) is entered into as of the Effective Date by and between:

Disclosing Party

Name / Company: _____

Address: _____

VAT or TVA (if applicable): _____

Phone: _____

Email: _____

Receiving Party

Company: JustWay Co., Limited

Address: Room 319, Unit 2, Fushang Development Building, Gongshu District, Hangzhou City, Zhenjiang Province, China

Email: service@justway.com

1. Definitions

“**Confidential Information**” means all non-public, proprietary, or confidential data disclosed by the Disclosing Party to the Receiving Party, whether oral, written, electronic, or otherwise, including but not limited to designs, drawings, diagrams, software files, technical data, manufacturing methods, order records, pricing, customer information, business strategies, and terms of cooperation.

“**Discloser**” means the Party disclosing Confidential Information.

“**Recipient**” means the Party receiving such Confidential Information.

2. Confidential Obligations

The Recipient agrees that it shall:

- (a) Maintain all Confidential Information in strict confidence, exercising at least the same degree of care used to protect its own confidential information of a similar nature, and in no case less than reasonable care;
- (b) Use the Confidential Information solely for the purposes of evaluating, manufacturing, or performing work for the Discloser, and not for any other commercial or competitive purpose;
- (c) Not disclose, reproduce, distribute, or otherwise make the Confidential Information available to any third party except to employees or contractors who have a legitimate “need-to-know” and are bound by written confidentiality obligations no less restrictive than this Agreement;
- (d) Promptly notify the Discloser in writing of any actual or suspected unauthorized disclosure or use.

3. Exclusions

The obligations herein shall not apply to information that the Recipient can demonstrate by competent evidence:

- (i) Was lawfully known to the Recipient before disclosure;
- (ii) Becomes publicly available through no fault of the Recipient;
- (iii) Is lawfully received from a third party not under an obligation of confidentiality; or
- (iv) Is approved in writing for release by the Discloser.

4. Required Disclosure

If the Recipient is required by law, regulation, or court order to disclose any Confidential Information, it shall, to the extent legally permissible, provide the Discloser with prior written notice to allow the Discloser to seek protective measures. The Recipient shall disclose only that portion of information strictly required by law.

5. Breach and Remedies

Any breach of this Agreement by the Recipient shall constitute a material default. The Recipient shall indemnify the Discloser for all direct losses, provided that the total liability shall not exceed five (5) times the relevant order value or USD 5,000, whichever is lower.

The Parties acknowledge that monetary damages may be inadequate. The Discloser shall therefore be entitled to seek immediate injunctive relief or other equitable remedies from a competent court, without prejudice to any other rights.

6. Term and Termination

This Agreement becomes effective on the Effective Date and remains in force for two (2) years from the last disclosure of Confidential Information, unless terminated earlier in writing. The confidentiality obligations survive termination for an additional two (2) years.

7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the **People's Republic of China**. Any disputes arising hereunder shall be submitted to the **Hangzhou Arbitration Commission** for arbitration, whose decision shall be final and binding.

9. Miscellaneous

No waiver or modification of this Agreement shall be valid unless in writing and signed by both Parties. If any provision is held invalid, the remaining provisions shall remain in full effect.



This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior oral or written communications.

Effective Date: _____

Disclosing Party

Authorized Representative: _____

Signature: _____

Date: _____

Receiving Party

Name: JustWay Co., Limited

Authorized Representative: _____

Signature: _____

Date: _____