

NDA Template

This Non-Disclosure Agreement ("Agreement") is made and entered into as of [Date], by and between:

Disclosing Party: EastRising Technology Co., Ltd.

Address: Floor 6, Building A1, Zhujiang Square, Shenzhen, China.

Contact Person:

Title:

Email: sales@buydisplay.com

Phone: 86-755-3350387

Receiving Party:

Address:

Contact Person:

Title:

Email:

Phone:

1. Purpose

The Parties wish to explore a potential business relationship, collaboration, or partnership (e.g., product procurement, joint development, technical consultation, or supply chain cooperation) related to the Disclosing Party's LCD display products. To facilitate this, the Disclosing Party may share Confidential Information with the Receiving Party, and this Agreement sets forth the terms under which such information must be protected.

2. Definition of Confidential Information

"Confidential Information" means any non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, electronic, or visual form, including but not limited to:

- ❖ Product specifications (e.g., TFT/OLED/e-Paper module dimensions, resolutions, interfaces, controller ICs)
- ❖ Technical designs, schematics, firmware, or software
- ❖ Pricing, discounts, and commercial terms
- ❖ Manufacturing processes, quality control methods, or supplier information
- ❖ Business strategies, forecasts, or customer lists
- ❖ Any other information marked as “Confidential” or reasonably understood to be confidential due to its nature or the circumstances of disclosure

Exclusions: Confidential Information does not include information that:

- ❖ Is or becomes publicly available without breach of this Agreement
- ❖ Was lawfully known to the Receiving Party prior to disclosure by the Disclosing Party
- ❖ Is independently developed by the Receiving Party without reference to the Disclosing Party’s information
- ❖ Is disclosed under legal obligation (subject to prior notice, where permitted)

3. Obligations of the Receiving Party

The Receiving Party agrees to:

- ❖ Maintain Confidentiality: Use the Confidential Information solely for the purpose of evaluating or pursuing the contemplated business relationship(e.g., procurement, collaboration, or technical discussion).
- ❖ Restrict Access: Limit disclosure of Confidential Information to its employees, contractors, or advisors who need to know and are bound by equivalent confidentiality obligations.
- ❖ Protect Information: Implement reasonable security measures(e.g., password protection, restricted access) to prevent unauthorized use or disclosure.
- ❖ No Reverse Engineering: Not reverse engineer, disassemble, or attempt to derive the Disclosing Party’s proprietary technology from the Confidential Information.
- ❖ Return/Destruction: Upon the Disclosing Party’s written request (or termination of discussions), return or destroy all copies of Confidential Information (including electronic files) and certify compliance in writing.

4. Term and Termination

- ❖ Duration: This Agreement remains in effect for [X] years from the date of signing
- ❖ Survival: Obligations to protect Confidential Information survive for [Y] years after termination
- ❖ Termination: Either Party may terminate this Agreement with [Z] days' written notice.

5. Miscellaneous

- ❖ Governing Law: This Agreement shall be governed by the laws of China (PRC) .
- ❖ No License: No intellectual property rights or licenses are granted under this Agreement.
- ❖ Amendments: Any modifications must be in writing and signed by both Parties.
- ❖ Severability: If any provision is invalid, the remainder of the Agreement remains enforceable.
- ❖ Entire Agreement: This document constitutes the full understanding between the Parties regarding confidentiality.

6. Signatures

By signing below, the Parties agree to the terms of this NDA.

DISCLOSING PARTY

EastRising Technology Co.,Ltd.

Authorized Representative: _____

Name: [Your Name]

Title: [Your Title]

Date: _____

RECEIVING PARTY

[Counterparty Company Name]

Authorized Representative: _____

Name: [Counterparty Name]

Title: [Counterparty Title]

Date: _____

7. Revision History of This Document

Rev No.	Date	Revised By	Approved By	Description
v1.0	2025-11-06	John Wang	Janice Lee	Initial release of Documentation -NDA Template

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