Non-Disclosure Agreement(NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into by and between the party identified below as the Disclosing Party and PCBWay as the Receiving Party. The purpose of this Agreement is to protect confidential and proprietary information disclosed for quotation, engineering review, manufacturing, quality control, customer service, and related order-fulfilment purposes.

Disclosing Party

Name/Company name: _____

Address: _____

_____

VAT or TVA (if applicable): _____

Phone number: _____

Email: _____

Receiving Party

Name/Company name: PCBWay

Address: Room 902, 9th Floor, Building C, Ruiqin Business Center, No. 223 Shenban Road, Shangtang Street, Gongshu District, Hangzhou, Zhejiang, 310000, China.

Email: service@pcbway.com

1. Definitions

"Confidential Information" means all non-public information disclosed by the Disclosing Party to the Receiving Party, whether disclosed in written, electronic, oral, visual, sample, prototype, drawing, design-file, order-data, quotation, technical, commercial, or other form. Examples include design files, Gerber files, CAD files, diagrams, specifications, BOMs, ordering data, contact information, pricing, agreement terms, and related technical or business information.

"Discloser" means the Party disclosing Confidential Information.

"Recipient" means the Party receiving Confidential Information.

"Affiliates" means, with respect to a Party, any legal entity that directly or indirectly controls, is controlled by, or is under common control with such Party.

"Control" means the power to direct the management and policies of an entity, whether through ownership of voting securities, contract, or otherwise.

2. Confidentiality Obligations

The Recipient shall keep all Confidential Information in strict confidence and shall protect it using at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

The Recipient shall use Confidential Information solely for quotation, engineering review, manufacturing, quality control, customer service, and related order-fulfilment purposes for the benefit of the Discloser, and shall not use Confidential Information for any third-party product, competing design, reverse engineering, or any other unauthorized purpose.

The Recipient shall not disclose Confidential Information to any third party except as expressly permitted under this Agreement.

3. Permitted Access and Use

The Recipient may disclose Confidential Information only to its employees, contractors, consultants, Affiliates, professional advisers, and other representatives who have a legitimate need to know such information for the permitted purposes above and who are bound by confidentiality obligations at least as protective as those set out in this Agreement.

The Recipient remains responsible for any breach of this Agreement by its representatives to whom it discloses Confidential Information.

4. Exclusions

Confidential Information does not include information that:

(a) is or becomes publicly available without breach of this Agreement by the Recipient;

(b) is approved for disclosure by the Discloser in writing;

(c) was lawfully known to the Recipient before disclosure by the Discloser;

(d) is lawfully received from a third party without restriction and without breach of any duty of confidentiality;

(e) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information.

5. Required Disclosure

If the Recipient is required by law, court order, governmental authority, or regulatory process to disclose Confidential Information, the Recipient may do so only to the extent legally required. To the extent legally permitted, the Recipient shall promptly notify the Discloser and provide reasonable assistance so that the Discloser may seek a protective order or other appropriate remedy.

6. Return or Destruction of Information

Upon the Discloser's written request, the Recipient shall return or destroy Confidential Information in its possession or control, except that the Recipient may retain copies to the extent required by applicable law, internal compliance, backup systems, dispute resolution, accounting, quality assurance, or order-record retention requirements, provided that any retained information remains subject to this Agreement.

7. Breach and Remedies

If the Recipient breaches its confidentiality obligations under this Agreement, the Recipient shall compensate the Discloser for direct damages proven to have resulted from such breach, subject to the limitation of liability below.

The aggregate liability of the Recipient under this Agreement shall not exceed the total amount actually paid by the Discloser to the Recipient under the specific purchase order giving rise to the claim. Nothing in this Agreement limits either Party's liability for fraud, wilful misconduct, or liability that cannot be limited under applicable law.

The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure or misuse of Confidential Information. The Discloser may seek injunctive or equitable relief from a competent court without waiving any other rights or remedies.

8. No License or Transfer of Rights

All Confidential Information remains the property of the Discloser. No license, assignment, ownership right, or other intellectual property right is granted to the Recipient except for the limited right to use the Confidential Information for the permitted purposes described in this Agreement.

9. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China, without regard to conflict-of-laws principles.

Any dispute arising out of or in connection with this Agreement shall be finally and exclusively settled by the China International Economic and Trade Arbitration

Commission (CIETAC) in accordance with its arbitration rules then in effect. The seat of arbitration shall be Beijing, China. The language of arbitration shall be English. The arbitral award shall be final and binding on both Parties.

10. Term and Survival

This Agreement is effective as of the Effective Date and shall remain in full force and effect for a period of two (2) years from the date of the last disclosure of Confidential Information.The confidentiality obligations shall survive termination or expiration of this Agreement for two (2) years.

11. Miscellaneous

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any prior understanding on confidentiality relating to the same subject matter. Any amendment must be made in writing and signed by both Parties. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Effective Date: _____

Disclosing Party

Name/ Company name: _____

Receiving Party

Name/ Company name: PCBWay