

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

January 2019

To Whom It May Concern:

Your company: and __NINGBO THINGE I&E Co., LTD__ (Company Name) (the "Receiving Party") have agreed to consider a possible transaction involving them and in that connection desire to enter into this Agreement. Each party is willing to disclose to the other its confidential information provided that each party is willing to observe certain requirements to assure that such confidential information is kept secret and not used in any way, except as expressly authorized herein. This Agreement covers confidential financial, proprietary information, including but not limited to information pertaining to financial information, data, figures, sales figures, and the like, and other information ("Confidential Information") in whatever form furnished by **Your company:** provided that, for purposes hereof, the term Confidential Information excludes information that (i) is generally available to or known by the public or within the industry or market in which the Disclosing Party conducts its business other than as a result of disclosure by the Receiving Party, (ii) was obtained by the Receiving Party from a source other than the Disclosing Party, provided that such source was not bound by a duty of confidentiality to the Disclosing Party with respect to such information , (iii) information that, at the time of receipt by the Receiving Party, is already legitimately known to the Receiving Party, or (iv) information that was subsequently, legitimately, and independently developed by employees, consultants or agents of the receiving party without reference to the Confidential Information disclosed by the Disclosing Party.

The Receiving Party shall solely use Confidential Information and all notes, documents and materials prepared by it which reflect, interpret, evaluate, include or are derived from Confidential Information ("Evaluation Material") to evaluate and consider a possible transaction between it and the Disclosing Party and shall not use the Confidential information or evaluation material for any other purpose. The Receiving Party shall keep the Confidential Information and Evaluation Material confidential and except as authorized in this Agreement, will not disclose or distribute Confidential Information or Evaluation Material to any person or entity without the Disclosing Party's prior written Consent. The Receiving Party may disclose Confidential Information or Evaluation Material to such of its directors, trustees, officers, legal counsel, lenders, accountants, advisors and agents ("Representatives") who need to have the Confidential Information and Evaluation Material to participate in or contribute to the proposed transaction, so long as those Representatives are directed by the Receiving Party to comply with this Agreement, and then only to the extent necessary to their participation or contribution (it being understood that such Representatives shall have been informed by the Receiving Party of the confidential nature of the Confidential Information and the Evaluation Material, advised of this agreement and shall, upon the request of the

Disclosing Party, agree to be bound by the provisions hereof by executing an acknowledgment of such obligations in the form attached hereto) . The Receiving Party shall be responsible for any breach of this agreement by its Representatives. The Receiving Party may also disclose Confidential Information or Evaluation Material any governmental agency or regulatory body asserting regulatory or other oversight authority with respect to any aspect of the Receiving Party's business or that of its Representatives as required, provided that the Receiving Party shall use its best efforts to give the Disclosing Party prior notice of any such disclosure. Upon the termination of any employee or representative who was afforded access to any of the Disclosing Party's confidential or proprietary information, the Receiving Party shall expressly remind such individual of his/her continuing obligation to maintain such information as secret and not to use such information. The Receiving Party shall take all measures necessary against any individual or other party to whom the Receiving Party made available the Disclosing Party's confidential or proprietary information to prevent the intentional or inadvertent disclosure or unauthorized use of such information.

Each of **Your company:** agree and acknowledge that unless and until a definitive written agreement regarding a possible transaction between **Your company:**, or an entity owned by the Receiving Party, has been executed, neither **Your company:** shall be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this agreement, except for the matters specifically agreed to herein. Each of **Your company:** further acknowledge and agree that each party hereto preserves the right, in its sole discretion, to reject any proposal made by the other party and to terminate discussions and negotiations at any time.

Except as and to the extent mutually agreed to herein or otherwise required by law, neither party shall, and each shall direct its Representatives not to, directly or indirectly make any public comment, statement or communication with respect the evaluation material or this Agreement.

Each party acknowledges that confidential information disclosed by the Disclosing Party in written or other tangible form is the property of the Disclosing Party. If the Disclosing Party requests at any time or if a transaction has not been consummated, then, the Receiving Party shall promptly return to the Disclosing Party the original and all reproductions thereof in any form which the Receiving Party may have in its possession or control, of all non-oral Confidential Information and either deliver to the Disclosing Party or destroy the original and all copies of all Evaluation Material provided, that the Receiving Party may retain (i) notes, analyses, compilations, minutes of meetings, analyses, studies and other documents developed or prepared by the Receiving Party or its Representatives which contain or otherwise reflect such Confidential Information, and (ii) copies of Evaluation Material as it deems necessary in order to comply with ordinary and customary document and information retention requirements of financial institutions, sound banking practices, and legal, audit and examination requirements. The Receiving Party shall, upon request, certify as to its compliance with the preceding sentence.

If the Receiving Party or any of its Representatives become legally compelled to disclose any Confidential Information or Evaluation Material, unless prohibited by law, regulation or legal, governmental or regulatory process, immediate written notice of such fact shall be given to the Disclosing Party so that the appropriate action may be taken by the Disclosing Party to prevent or ensure the confidentiality of such disclosure.

Each of **Your company**: acknowledges that neither Party will use the name of the other in connection with any advertising or publicity materials or activities concerning the Parties' relationship without the prior written consent of the other Party.

Each of **Your company**: acknowledges that money damages will not be a sufficient remedy for a disclosure in breach of this Agreement and that, accordingly, the Disclosing Party shall be entitled to seek specific performance and injunctive relief as remedies to prevent any disclosure not permitted hereunder, as well as all other remedies available at law. The prevailing party shall be entitled to the recovery of its attorney's costs, fees and expenses as part of such action.

No failure or delay by either party in exercising any right under this Agreement is a waiver of its rights, nor does any single or partial waiver of its rights preclude any other or further exercise of its rights or the exercise of any other right under this Agreement. Neither party shall hereby be deemed to have waived any other rights or remedies it may have in law or equity, nor to have waived any of its rights under this Agreement unless, and only to the extent, it does so by specific written waiver signed by an officer.

Notwithstanding the foregoing, Confidential Information or Evaluation Material that is identified, or would reasonably be understood by the Receiving Party, to be trade secret of the Disclosing Party, shall be kept confidential and subject to the obligations of non-disclosure and non-use contained in this Agreement for so long as such Confidential Information is trade secret under applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent in any context, it shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected thereby.

This Agreement shall be governed by the laws of the State of New York, exclusive of its conflicts of law rules. This confidentiality and non-disclosure provisions contained in this Agreement shall expire three years from the date hereof, although the obligations of non-disclosure and non-use shall not be affected by the termination of this Agreement.

The Parties hereby agree that signatures transmitted and received via facsimile are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. The parties may also execute this Agreement in counterparts, each of which will constitute an original.

If you are in agreement with the foregoing, please execute and return one copy of this letter, whereupon each of **Your company:** shall be bound hereby.

AGREED:

By: _____*May*_____

By: _____

Printed: _____*May*_____

Printed: _____

Title: _____*Sales Manager*_____

Title: _____

Date: _____*2019.01.29*_____

Date: _____

Representative Acknowledgement Form

Your company

Re: Acknowledgement of Confidentiality Obligations.

Reference is hereby by made to the confidential information agreement by **Your company** and _____NINGBO THINGE I&E_Co.,LTD_____ (Company Name) (the "Receiving Party"), dated as of _____2019.01.29_____ (the "Non-Disclosure Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Non-Disclosure Agreement.

The undersigned, a Representative of the Receiving Party has a need to have the Confidential Information and Evaluation Material to participate in or contribute to the proposed transaction between **Your company**.

The undersigned Representative has been informed by the Receiving Party of the confidential nature of the Confidential Information and the Evaluation Material and has reviewed a copy of the Non-Disclosure Agreement.

The undersigned Representative hereby agrees to be bound by the confidentiality and non-disclosure obligations contained in the Non-Disclosure Agreement as if the undersigned was an original party thereto.

Address:

Name: May

Title: Sales Manager

Company NINGBO THINGE I&E_Co.,LTD