# Confidentiality Undertaking & Mutual Non-Disclosure Agreement

## SUNRADO TECHNOLOGY LIMITED

### DRAFT FOR REVIEW - NOT EXECUTED

This proposed agreement is for evaluating an OEM/ODM inquiry. SUNRADO TECHNOLOGY LIMITED is the proposed company party. Registration details, authorized signatory, signature and governing-law provisions remain to be completed. This draft and the website's signature preview do not establish an executed agreement. Obtain a completed, authorized version before relying on contractual protection.

### 1. Parties and project

SUNRADO party: SUNRADO TECHNOLOGY LIMITED [registration number and registered address to be confirmed]. Client party: [full legal name and address, or individual name and address]. Project: the product concept, design or RFQ identified in the accompanying inquiry. References to SUNRADO identify SUNRADO TECHNOLOGY LIMITED; company registration details remain subject to confirmation.

### 2. Permitted purpose

Confidential information may be used only to evaluate the identified inquiry, discuss feasibility, prepare a quotation and define a potential development or manufacturing relationship. It may not be used for unrelated products, commercial exploitation or production without a separate written agreement.

### 3. Protected information

Protected information includes non-public concepts, drawings, CAD files, specifications, schematics, firmware or source code, BOMs, samples, RFQs, prices, business plans and related discussions, in any form, that are marked confidential or reasonably understood to be confidential from their nature and context. Copies and analyses containing that information receive the same protection.

### 4. SUNRADO's independent undertaking

In the completed and duly executed version, SUNRADO undertakes to protect the Client's confidential information under this agreement independently of whether the Client countersigns. The Client may continue without signing; this does not constitute Client acceptance of reciprocal duties and does not withdraw SUNRADO's executed undertaking. The effective date and any formalities required for this independent undertaking must be settled before issue. This unsigned draft is not that undertaking.

### 5. Optional reciprocal undertaking

If an authorized Client representative elects to sign the completed mutual agreement, the Client also undertakes to protect SUNRADO's confidential information under the same use and protection restrictions. No Client signature, agreement or consent is inferred from silence, uploading files, preparing an inquiry or choosing the skip option.

## 6. Care and permitted recipients

Each bound recipient will apply reasonable safeguards and at least the care it uses for its own comparable confidential information. Access is limited to employees and professional advisers who need it for the permitted purpose and are subject to equivalent confidentiality duties. Disclosure to a factory, subcontractor or other outside party requires the discloser's prior written approval and suitable confidentiality protection. The recipient remains responsible for its permitted representatives.

## 7. Exceptions and required disclosure

The recipient may demonstrate that information was already lawfully known without restriction, became public without breach, was independently developed without access, or was lawfully obtained from a third party without a duty of confidence. If disclosure is legally required, disclose only what is required and, where legally permitted, give prompt notice and reasonable assistance with protective measures.

## 8. Ownership and separate commercial terms

All intellectual property and rights in disclosed materials remain with their owner. No license, assignment, exclusivity or authorization to reverse engineer a supplied sample or software is granted except as separately agreed in writing. Neither party is required to place an order, proceed with development or provide a warranty through this NDA. Scope, fees, tooling ownership, deliverables and production terms require separate agreement.

## 9. Duration, return and incidents

Proposed confidentiality period: five years from each disclosure; trade secrets remain protected while they qualify as trade secrets under the applicable law. This period requires approval in the final agreement. On written request, return or securely destroy confidential materials, subject to mandatory retention, a restricted legal-record copy and routine backups protected until ordinary deletion. Notify the discloser promptly after learning of unauthorized access or disclosure and reasonably assist mitigation.

## 10. Law, remedies and execution

Governing law: [to be agreed]. Courts or dispute-resolution forum: [to be agreed]. Any remedies, including an application for injunctive relief, are subject to applicable law. The final document should identify its effective date and preserve the exact issued version, authorized signatures and acceptance records. Changes require written agreement. Local counsel should review cross-border enforceability, the independent undertaking and electronic-signature formalities before this draft is put into use.

Company signature: pending — not executed. Client signature: not recorded.

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