

Article 2 Confidentiality Obligations

2.1 Receiving Party shall keep Confidential Information strictly confidential and use it solely for the purpose of this Agreement (quotation, evaluation and/or production).

2.2 Reasonable administrative and technical safeguards shall be maintained.

2.3 No reproduction, distribution, disclosure or transfer to any third party without prior written consent.

2.4 Access shall be limited to those who need to know.

Article 3 Term

3.1 Confidentiality obligations commence upon disclosure and survive until the information becomes publicly known through no fault of Receiving Party.

3.2 For information marked "permanently confidential" or of inherently permanent nature, obligations shall survive for 5 (five) years from disclosure (extendable to a longer term by written agreement).

Article 4 Return or Destruction

4.1 15 15

4.1 Upon termination of this Agreement, project non-acceptance, or written request by Disclosing Party, Receiving Party shall return or destroy all Confidential Information and confirm in writing within 15 (fifteen) business days.

4.2

4.2 This does not affect backups required by applicable law or audit, which shall remain subject to confidentiality.

第五条 【知识产权】

Article 5 Intellectual Property

5.1

5.1 Disclosure does not transfer or license any patent, copyright, trademark, trade secret or other IPR. All Confidential Information and derivative works remain the property of Disclosing Party.

5.2

5.2 Any process proposals, machining programs (including G-code), tooling and fixture designs developed by Receiving Party based on Confidential Information of Disclosing Party for the purpose of this Agreement may be subject to separate IP ownership and usage terms as agreed in the purchase order.

第六条 【违约责任】

Article 6 Liability for Breach

6.1 100,000.00

6.1 The breaching party shall pay liquidated damages of RMB One Hundred Thousand Yuan (¥100,000.00) to the non-breaching party and indemnify the non-breaching party for all actual losses (including litigation, attorney, notarization and reasonable investigation costs). If the actual loss exceeds the liquidated damages, the non-breaching party shall be entitled to claim the difference.

6.2

6.2 Both parties acknowledge that breach may cause irreparable harm; the non-breaching party may seek injunctive and other equitable relief.

第七条 【不构成要约】

Article 7 No Offer

Disclosure of Confidential Information or provision of quotations, process proposals, samples by either party shall not constitute a commitment to place or accept a purchase order. Any procurement or production cooperation shall be subject to a separate Purchase Agreement or Processing Contract signed by both parties.

Authorized Signature:	Authorized Signature:
Date	Date