

Date, 01, 2025

Mutual Non-Disclosure Agreement (NDA) Financial Information

Mr Aaron Donadey CEO & FOUNDER



Mr Name and Surname CEO & FOUNDER

LOGO COMPANY

This Mutual NDA is useful in order to formalize an agreement between us, by specifying the terms and conditions that we have agreed.

service@adlis.co.il

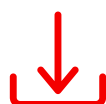
www.adlissmart.com

sales@soalrbenchchina.com

mail@companyname.com

www.companyname.com

mail@companyname.com



[DOWNLOAD THE WORD VERSION HERE.](#)

MUTUAL NON-DISCLOSURE AGREEMENT (NDA) & FINANCIAL INFORMATION

NON-DISCLOSURE AGREEMENT (hereinafter the "Agreement") is entered into this day of 00/00/ 2025 (the "Effective Date") by and between **Adlis Smart / Adlis/Weiyin Corporation with International Register Number: 91440300MA5DNLH174 / Adlis Smart/Vpl-Production LTD with Register Number: 514030477**, a corporation duly organized under the laws (**International Laws / Hong Kong laws / Israel laws**) whose principal place of business is located at **104 Sderot MoriahSt., Haifa, Israel / Asher 1-4 Kyriat Yam Israel / 2/F, BuildingE, Hengchangrong Industrial Park, Pinghu Street, Shenzhen City, China (Adlis/Weiyin Corp. - Adlis Smart) (Party A)** and, whose principal place of business is located at ("Party B") and together the ("Parties"), protect and safeguard the confidential and proprietary information of **Party A and Party B** View business development opportunities, in relation to (**Party A and PartyB**) products or any other business opportunity that may arise between the 2 parts. As well as development, New technology, investment & Financial Investment, Collaboration, Partnership and others.

WHEREAS Party A and the Party B, hereinafter known as the "Parties", have an interest in participating in discussions wherein either Party may share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

WHEREAS the Parties agree that Confidential Information of a Party may include, but not be limited to, that Party's: (1) business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.

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2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period of **1 month (30 days)** from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made Copyright © 2020 by NonDisclosureAgreements.com Page 2 of 3 public, released to a third party or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems, or techniques that are similar to or compete with the products, concepts, systems, or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

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6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture or other similar relationship between the Parties.
7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
9. This Agreement shall remain in effect for a period of **2 month (60 days)** from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

Article I: Confidential Information

A. Definitions. For the purposes of this Agreement, all information and trade secrets concerning the business and affairs of the Disclosing Party is considered confidential and shall hereafter be referred to as "Confidential Information." Confidential Information includes, but is not limited to, data, formulae, designs, samples, products, apparatus, inventions, ideas, research and development, manufacturing and distribution methods and processes, materials, business plans, marketing plans, trade policies and secrets, financial statements, projections and budgets, sales information, personnel lists and backgrounds, customer lists, and any other materials or information provided or shown to the Receiving Party irrespective of the form or medium, and includes all documents, records, notes, or other material containing or based in information included in the foregoing.

B. Exceptions. Except as laid out in subsection (A) of this article, information is not deemed confidential if, through clear and convincing evidence, the Receiving Party establishes that the information:

- (i) was public knowledge at the time the Receiving Party obtained such information;
- (ii) becomes public knowledge after Receiving Party obtains such information, through no wrongful act or breach of agreement by the Receiving Party; or
- (iii) is required to be disclosed under applicable law.

C. Copies. Any and all summaries, documents, notes or materials regarding Confidential Information created or gathered by the Receiving Party shall also be considered Confidential Information and shall be subject to the terms of this Agreement.

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Article II: Property Rights

Receiving Party Acknowledges and agrees that the Confidential Information is and shall remain the exclusive, valuable property of the Disclosing Party.

Article III: Non-Disclosure

A. Purpose. Receiving Party acknowledges and agrees that Confidential Information supplied by the Disclosing Party is being made accessible solely on the understanding that the knowledge derived therefrom is to be used exclusively for the purpose of evaluating the business for a potential proposal, transaction, negotiation, investment, or other business opportunity and the terms thereof shall be written out in a separate agreement.

B. Confidentiality. Receiving Party agrees not to disclose Confidential Information to any third party (individual, company, corporation, or other entity) or to use Confidential Information for any purpose other than the reasons mentioned in section (A) of this article. Receiving Party further agrees not to disclose the fact that Confidential Information has been exchanged, that discussions or negotiations are taking place concerning any potential transaction or investment, or any of the terms or conditions of this Agreement.

C. Representatives. Receiving Party shall limit the availability of Confidential Information to its employees and representatives who have a need to know, and who are directly involved in the evaluation of the business and any potential transaction. It is the duty and responsibility of the Receiving Party to inform each person to whom Confidential Information is transmitted that the information is confidential and that its use and disclosure are subject to the terms and conditions of this Agreement.

D. Legal Disclosure. Receiving Party may be required by law (through court or administrative order, subpoena or other such legal proclamation) to disclose Confidential Information for the purposes of aiding or taking part in a case involving a violation of the law. Receiving Party shall, if legally permissible, promptly notify the Disclosing Party of any such demand for disclosure so that the Disclosing Party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain a protective order, the Receiving Party may be compelled to disclose such Confidential Information and will not be held liable.

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Article IV: Breach of Agreement

A. Indemnity. Receiving Party hereby agrees to hold the Disclosing Party harmless from any damages, costs or liabilities and agrees to keep the Disclosing Party indemnified with respect to damages arising out of or resulting from any unauthorized use or disclosure of the Confidential Information or other violation of this Agreement.

B. Injunctive Relief. Receiving Party understands and agrees that a breach of this Agreement on their part could cause the Disclosing Party irreparable harm, the extent of which would be insurmountable, and the Disclosing Party is therefore entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

Article V: Survival

A. Termination. In the event of a successful transaction, upon termination of any relationship between the Parties, or at any time upon the request of the Disclosing Party, the Receiving Party shall promptly return and/or destroy all Confidential Information in its possession without retaining any copies thereof. If the Disclosing Party requested the return of all Confidential Information, and whether a transaction did or did not take place, the Receiving Party remains bound to the terms and conditions of this Agreement in perpetuity.

B. Severability. Should any provision within this Agreement be found by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If the provision cannot be modified to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

Article VI: Entire Agreement

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Article VII: Governing Law

The validity, construction and performance of this Agreement shall be governed by and construed in accordance with Hong Kong National/International court/ Dubai International court/ Israel National security law and court without giving effect to any conflict of law provisions thereof.

We kindly ask you to sign this letter of agreement to formalize our agreement. Once signed, please return a copy to us by post or email.

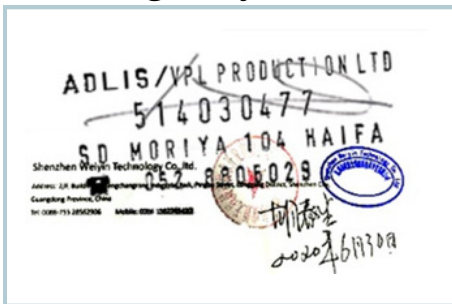
We thank you for your trust and look forward to working with you. If you have any questions or concerns, please do not hesitate to contact us.

Cordially,

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates below.

Disclosing Party Signature _____ *AD* Date: **21/02/2024**

Disclosing Party Printed Name

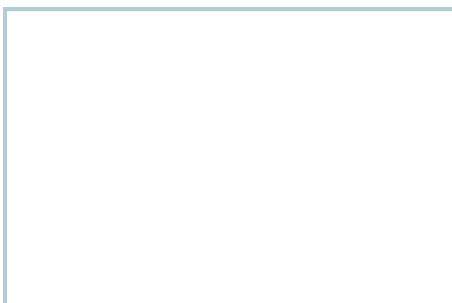


Adlis/Weiyin Corporation
Adlis Smart/Vpl Production Ltd

Name: Aaron Donadey
Statut: CEO & FOUNDER
Web: www.adlissmart.com
Mail: service@adlissmart.com

Receiving Party Signature _____ Date: **21/02/2024**

Receiving Party Signature



" COMPANY NAME "

Name:
Statut:
Web:
Mail: