Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the “Agreement”) is made and entered into as of ____ day of _____, 2026, by and between:

[ZANTHERM], with its principal place of business at [Your Full Address] (Party A, may also act as Receiving Party);

AND

[Customer Company Name], with its principal place of business at [Customer Full Address] (Party B, may also act as Disclosing Party).

Recitals

"Disclosing Party" means the party that discloses Confidential Information to the other party; "Receiving Party" means the party that receives such Confidential Information.

[ZANTHERM] is a professional engineering firm and OEM manufacturer with substantial proprietary technologies, methodologies and trade secrets in the design, material-selection and manufacturing of custom heat exchangers, hereinafter referred to as Party A.

[Customer] has requested complimentary preliminary technical consultation and engineering review for the purpose of evaluating the technical and manufacturing capabilities of [ZANTHERM]. In the course of such consultation, Party A shall provide customized technical consultation services drawing upon its own trade secrets. Meanwhile, Party B shall furnish documents setting forth the engineering requirements and parameters for heat exchangers (hereinafter collectively referred to as the “Confidential Information”), hereinafter referred to as Party B.

Party A agrees to provide such consultation services to Party B and disclose its proprietary engineering insights, including but not limited to preliminary drawings, engineering analyses, project design services, drawing-optimization proposals and technical calculations, with no fees charged at the preliminary stage.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein (each party confirms it has received and fully understands such terms), the Parties agree as follows:

1. Purpose of Information Disclosure

All consultation activities and all information disclosed in the course of consultation shall be used **solely** for Party B’s internal evaluation of Party A’s custom

heat-exchanger manufacturing capacity, and for Party A's internal assessment whether it can manufacture products complying with Party B's requirements.

2. Definition of "Confidential Information"

For purposes of this Agreement, "Confidential Information" means all information disclosed by the Disclosing Party to the Receiving Party in connection with or during this consultation, regardless of form (written, oral, visual or electronic), including but not limited to:

- Preliminary blueprints, CAD drawings and sketches (whether final or draft versions);
- Thermal calculations, pressure ratings and performance technical specifications;
- Manufacturing processes, production workflows and quality-control methodologies;
- Pricing structures, cost breakdowns and production-capacity constraints;
- Oral recommendations, engineering judgements, technical suggestions and design concepts communicated in meetings, telephone calls or video conferences;
- Notes, summaries and internal memoranda compiled by the Receiving Party based upon this consultation.

Confidential Information shall **not** include any information that: (a) becomes publicly available through no fault of the Receiving Party; (b) is independently developed by the Receiving Party without reliance on information obtained under this consultation; (c) is required to be disclosed by applicable laws, regulations or orders of competent authorities. The Receiving Party shall notify the Disclosing Party within legally permissible scope and reasonably cooperate with protective measures. Disclosure made pursuant to such mandatory requirement shall not constitute breach of this Agreement; (d) is lawfully obtained by the Receiving Party from a third-party source without confidentiality obligations and without violation of any confidentiality duties; (e) general technical judgements and experience independently analysed by the Receiving Party.

3. Prohibition of Disclosure to Third Parties

Without prior explicit written consent from the Disclosing Party, the Receiving Party shall not, directly or indirectly, disclose, share, forward or make available any Confidential Information (including oral advice, sketches and calculation documents) to any third-party for any reason.

Such prohibition covers specifically, but is not limited to:

- Competitors of the Disclosing Party;
- Other engineering companies or consulting agencies;
- Any other manufacturers, processing plants or foundries capable of producing the heat-exchanger or its components.

4. Prohibition on Mis-use of Confidential Information & Circumventing Conduct

The Receiving Party shall refrain from any of the following acts:

- Using Confidential Information to jointly design, develop, reverse-engineer or manufacture heat-exchangers with any third-party; except necessary technical analysis for internal-evaluation purposes;
- Using Confidential Information to solicit quotations or tender invitations from other manufacturers for heat-exchangers substantially identical to designs or solutions discussed in the consultation. Normal market inquiry and procurement based on public information or the Receiving Party's own independent technical judgement are excluded from this restriction;
- Within three (3) years from the date of signing this Agreement, passing specific Confidential Information obtained from this consultation (including drawings, material selections and design parameters) to any third-party in order to circumvent the Disclosing Party;
- Providing design deliverables, optimization comments, technical improvement suggestions jointly generated in consultation, or technical solutions derived from the Disclosing Party's proprietary know-how and engineering experience, to any third-party either alone or combined with other information; for designing, developing or manufacturing similar products; or placing procurement / subcontract-manufacturing orders directly based on such deliverables to bypass the Disclosing Party;
- Copying or forwarding preliminary blueprints, CAD drawings, sketches, revisions, optimization proposals and technical calculation documents provided by the Disclosing Party beyond the evaluation purpose defined in Clause 1; or using them for purposes outside this Agreement, whether or not such documents are marked "Confidential".

The Receiving Party acknowledges that any of the above-mentioned circumventing conduct shall constitute a material breach of this Agreement.

The Parties confirm that for jointly-generated design deliverables and technical solutions arising from consultation, intellectual-property-rights and trade-secret interests over portions derived from the Disclosing Party's proprietary know-how and engineering experience shall vest in the Disclosing Party. Participation in discussions shall not grant the Receiving Party any intellectual-property-rights or license to use such deliverables.

Obligations under this Clause apply mutually to both Parties: where one Party discloses engineering requirements, technical parameters, business or commercial materials to the other, the receiving Party shall bear equivalent confidentiality and non-misuse obligations.

5. Return or Destruction of Materials

If the Receiving Party fails to conclude a formal manufacturing contract with the Disclosing Party within one-hundred-and-fifty (150) days upon completion of the consultation; OR whenever the Disclosing Party makes a written request:

1. The Receiving Party shall promptly return or destroy all hard-copy and electronic Confidential Information (including drawings, CAD files and written records);
2. The Receiving Party shall delete all internal summaries, meeting minutes and e-mails containing technical details of this consultation;
3. The Receiving Party shall furnish a signed destruction certificate to the Disclosing Party evidencing compliance with this Clause.

6. No Implied Licence

Nothing in this Agreement shall confer upon the Receiving Party any ownership-right, licence or other right in respect of Confidential Information. The Receiving Party may use Confidential Information **only** for evaluating potential business cooperation with the Disclosing Party.

The Disclosing Party reserves all intellectual-property-rights, trade-secrets and proprietary-methodologies contained in consultation materials. Ownership for jointly-generated design deliverables and technical solutions shall be governed by Clause 4 above; mere participation in discussions shall not grant the Receiving Party any intellectual-property-rights or implementation-licence.

7. Injunctive Relief

The Receiving Party acknowledges that breaches of Clauses 3, 4 or 5 will cause irreparable harm to the Disclosing Party, for which monetary damages alone would be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief in addition to claiming monetary compensation.

8. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the People’s Republic of China. Any dispute arising out of or in connection with this Agreement shall be submitted to **Nanjing Arbitration Commission** for binding arbitration under its arbitration-rules

effective at the time of application for arbitration. Arbitrators shall have authority to render awards for injunctive-relief described in Clause 7.

The arbitration tribunal shall consist of two arbitrators: Party A and Party B shall each appoint one arbitrator. Each Party shall appoint its arbitrator within thirty (30) working-days upon receipt of the arbitration notice. If one Party fails to appoint within such time-limit, the other Party may request Nanjing Arbitration Commission to make such appointment on its behalf. Arbitration proceedings shall be conducted in **Chinese language**.

9. Term of Agreement

This Agreement shall remain valid for three (3) years commencing on the date of signature. This Agreement shall terminate early if the Confidential Information becomes publicly available through no fault of the Receiving Party, whichever occurs earlier.

Party A: [ZANTHERM]

Signature:_____

Name:_____

Title: _____

Party B: [CUSTOMER]

Signature:_____

Name:_____

Title: _____