# Non-Disclosure and Non-Compete Cooperation Agreement

Parties:

- Party A: Shenzhen ZXT LCD Co., Ltd.

- Party B: [ ]

Having reached a mutual understanding based on principles of "equality, voluntariness, honesty, and trust," Party A and Party B hereby form a cooperative relationship aimed at "mutual benefit and common development." The parties agree to the following terms:

## 1. Agreement Objectives:

1. To protect the confidentiality of Party A and Party B’s end-customer information.

2. To avoid malicious competition (i.e., direct or indirect unauthorized contact with each other's end-customers).

## 2. Representations and Warranties:

1. Confidentiality and Avoidance of Unauthorized Contact

- Party B agrees not to directly or indirectly contact Party A’s end customers regarding orders related to Party A’s LCD Digital Signage business (normal communication under technical support is permissible).

- Should Party B engage in or cause any disputes or litigation involving foreign customers or related suppliers, leading to losses or external liabilities for Party A, Party B shall bear relevant responsibilities and compensate Party A for its losses.

2. Confidential Information

- Party B agrees that during and for two years following the termination of this agreement, it will keep all internal commercial secrets, including but not limited to customer information and supply channels obtained during foreign trade activities with Party A, in strict confidence. This includes not revealing such information to third parties or using it for any related business purposes.

3. Product Development Confidentiality

- Recognizing that Party A invests significant resources into product development, which directly benefits Party B’s production, such data remains the property of Party A and does not belong to Party A’s end customers. Should end customers seek direct interaction with Party B, Party B must notify Party A immediately and deny any unauthorized commercial cooperation with those customers.

## 3. Dispute Resolution and Jurisdiction:

Any disputes arising from or related to this agreement that cannot be resolved through friendly negotiations shall be submitted to the court in the jurisdiction where Party A is registered.

## 4. Miscellaneous:

1. This agreement becomes effective upon being signed or stamped by both parties and remains valid for three years from [ ], to [ ].

2. Any matters not covered in this agreement will be settled through supplementary written agreements, which will have equal legal force as this agreement.

3. This agreement is executed in two copies, with each party holding one, both having equal legal validity. It is signed on [ ], in [ ].

Party A: Shenzhen ZXT LCD Co., Ltd. | Party B: [ ]

Address: [604, Building 1, Sanyu Industrial Park, Xinwei Fourth Industrial Zone, Xinzhuang Community, Majan Street, Guangming District, Shenzhen] | Address: [ ]

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Date: [ ] | Date: [ ]

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