

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into by and between:

Party A: [Insert Customer Name]

Address: [Insert Address]

Party B: Shanghai Eco-Transformer

Address:[Insert Address]

(Each a "Party" and collectively the "Parties")

1. Purpose The Parties wish to explore a potential business relationship (the "Purpose"). In connection with the Purpose, each Party may disclose certain confidential and proprietary information to the other Party.

2. Confidential Information "Confidential Information" means any information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally, in writing, or in any other form, including but not limited to business plans, customer lists, technical data, designs, drawings, specifications, and financial information.

3. Exceptions Confidential Information shall not include information that: (a) is or becomes publicly known through no fault of the Receiving Party; (b) was already in the Receiving Party's possession prior to disclosure; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

4. Obligations of Receiving Party The Receiving Party agrees: (a) To use the Confidential Information solely for the Purpose; (b) To keep the Confidential Information strictly confidential and disclose it only to its employees or advisors who have a "need to know" and are bound by similar confidentiality obligations; (c) To protect the Confidential Information with at least the same degree of care as it uses to protect its own similar information.

5. Period of Confidentiality This Agreement shall commence on the date of signing and shall remain in effect for [X] years. The confidentiality obligations herein shall survive for five (5) years after the termination of the business relationship between the Parties.

6. Ownership and Return of Materials All Confidential Information remains the property of the Disclosing Party. Upon written request, the Receiving Party shall return or destroy all copies of the Confidential Information.

7. Indemnity If either Party breaches this Agreement, it shall be liable for the actual direct losses incurred by the other Party as a result of such breach.

8. Governing Law and Dispute Resolution This Agreement shall be governed by the laws of the **People's Republic of China**. Any disputes arising from this Agreement shall be submitted to the court with jurisdiction in the place where Party B (ECO-Transformer) is located.

9. Miscellaneous This Agreement is prepared in both Chinese and English. In case of any conflict, the Chinese version shall prevail.

(Signatures)

Representative of Party A

Representative of Party B

Eco-Transformer (HK) Limited

Date

Date