

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made between:

(1) **Xunda Tech**, of Kireka, Kamuli Road, Kampala, Uganda ("Xunda"); and

(2) _____

of _____

("the Counterparty")

Date: _____

Each of us may be a "Disclosing Party" when we give information, and a "Receiving Party" when we receive it.

1. Why we are signing this

The Counterparty wishes to obtain quotations for, or to order, manufacturing services from Xunda — 3D printing, CNC routing, laser cutting or related work — and in doing so each of us may give the other information that is confidential. This Agreement sets out how we will each look after it.

2. What counts as Confidential Information

Confidential Information means any non-public information one of us gives the other in connection with that purpose, in any form, whether or not it is marked confidential. It includes in particular:

- a. design files, models, drawings, specifications, tolerances and technical data;
- b. prototypes, samples and parts;
- c. product plans, and the existence and content of any quotation or order;
- d. pricing, costings, process methods, machine settings and production know-how;
- e. business, customer and supplier information.

3. What we each agree to do

Each Receiving Party agrees to:

- a. keep the Disclosing Party's Confidential Information confidential;
- b. use it only for the purpose in clause 1, and for no other purpose;
- c. disclose it only to those of its employees, officers and subcontractors who need it for that purpose, and to make sure they are bound by obligations no less protective than these;
- d. protect it with at least the same care it uses for its own confidential information, and in any event with reasonable care;
- e. not copy or reproduce it beyond what the purpose requires;
- f. tell the Disclosing Party promptly if it becomes aware that Confidential Information has been disclosed or used in breach of this Agreement.

Neither of us acquires any ownership, licence or other right in the other's Confidential Information, or in any intellectual property in it, beyond the limited use permitted by clause 3(b).

4. What this Agreement does not cover

The obligations in clause 3 do not apply to information which the Receiving Party can show:

- a. was already public, or later becomes public, other than through a breach of this Agreement;
- b. it already lawfully held, without a duty of confidence, before the Disclosing Party gave it;
- c. it lawfully received from a third party who was free to disclose it;
- d. it developed independently without using the Disclosing Party's Confidential Information.

5. Disclosure required by law

If a Receiving Party is required by law, by a court or by a regulator to disclose Confidential Information, it may do so, but only to the extent required, and it will — where it is lawfully able to — tell the Disclosing Party first so that the Disclosing Party can seek to limit the disclosure.

6. Returning or deleting information

At the Disclosing Party's written request, the Receiving Party will return or delete the Confidential Information it holds, and confirm in writing that it has done so. Each of us may keep one copy where it is required to by law, by a regulator, or by its ordinary backup and accounting records; anything kept that way stays subject to this Agreement.

7. How long this lasts

This Agreement takes effect on the date above. The obligations in clause 3 continue for **three (3) years** from the date the Confidential Information concerned was disclosed, and survive the ending of any discussions or orders between us.

8. No obligation to proceed

Nothing in this Agreement obliges either of us to disclose anything, to give or accept a quotation, or to enter into any further agreement.

9. No warranty

Confidential Information is given as it is. Neither of us warrants that it is accurate or complete, except as may be agreed separately in a quotation, order or contract.

10. Remedies

Each of us accepts that damages alone may not be an adequate remedy for a breach of this Agreement, and that the other may seek an injunction or other equitable relief in addition to any other remedy.

11. General

- a.** This Agreement is the whole agreement between us about the confidentiality of information disclosed for the purpose in clause 1, and replaces any earlier understanding about it.
- b.** A failure or delay in enforcing a right under this Agreement does not waive it.
- c.** If any provision is found unenforceable, the rest continues to apply.
- d.** Neither of us may assign this Agreement without the other's written consent.
- e.** This Agreement may be signed in counterparts, and a scanned or electronic copy of a signature is as good as an original.

12. Governing law

This Agreement is governed by the laws of Uganda, and the courts of Uganda have exclusive jurisdiction over any dispute arising from it.

Signed for and on behalf of Xunda Tech

Signature: _____

Name: _____

Position: _____

Date: _____

Signed for and on behalf of the Counterparty

Signature: _____

Name: _____

Position: _____

Date: _____

How to complete this agreement

1. Fill in your name and address on page 1, and the date.
2. Sign in the Counterparty box.
3. Email the signed copy to **info@xunda3d.com**.
4. We will countersign and send a fully signed copy back to you within 2 working days.

You do not have to sign this to get our confidentiality commitment — that applies automatically to every file you send us, and is set out at <https://xunda3d.com/privacy#nda>. This agreement is for customers who need a countersigned document for their own records.