

MUTUAL NON-DISCLOSURE AGREEMENT

FSC CRAFT - Standard template, executed per project

Shenzhen, Guangdong, China - cnszfsc.com

This Agreement is made between the two parties identified in the signature blocks below (each a "Party"). FSC CRAFT signs this NDA at a buyer's request, before drawings or samples are exchanged.

1. Purpose

The Parties wish to discuss a potential OEM/ODM jewelry or jewelry-box manufacturing engagement ("the Purpose"), during which each Party may disclose Confidential Information to the other.

2. Confidential Information

"Confidential Information" means all non-public information disclosed in any form - drawings, CAD files, moulds and tooling specifications, samples, material and finish specifications, pricing structures, order volumes, customer lists and business terms - whether marked confidential or not, that a reasonable person would treat as confidential given the nature of the information and the circumstances of disclosure.

3. Obligations

The Receiver shall: (a) use Confidential Information solely for the Purpose; (b) protect it with at least the same care used for its own confidential information, and no less than reasonable care; (c) not disclose it to any third party except to employees and advisers who need it for the Purpose and are bound by equivalent obligations; (d) not reproduce drawings, moulds, tooling or samples for any other client, and not resell or reuse a client's design, drawing or mould for another party.

4. Exclusions

Confidential Information does not include information that: is or becomes public through no breach of this Agreement; was lawfully known to the Receiver before disclosure; is independently developed without use of the Confidential Information; or is required to be disclosed by law or court order (with prompt notice to the Discloser where lawful).

5. Intellectual Property and Tooling

All designs, drawings, samples, moulds and tooling supplied by a Party remain the exclusive property of that Party. No licence or other right is granted except the limited right to use them for the Purpose. Deliverables, moulds and tooling produced for a buyer belong to the buyer and are not reused or resold to another client.

6. Term

This Agreement takes effect on the date of the last signature and remains in force for three (3) years. Confidentiality obligations continue for three (3) years after the last disclosure of Confidential Information.

7. Return or Destruction

On written request, the Receiver shall promptly return or destroy the Discloser's Confidential Information, except copies required by law or retained in routine backup systems.

8. No Other Obligations

This Agreement does not oblige either Party to enter into any commercial relationship. Any quotation, order or shipment is governed by separate commercial documents (trade terms EXW or DDP unless

agreed otherwise in writing).

9. Governing Law and Disputes

This Agreement is governed by the laws of the People's Republic of China. Disputes shall be submitted to the competent court or arbitration institution in Shenzhen, Guangdong.

10. Entire Agreement

This Agreement is the entire understanding between the Parties on its subject matter and may be amended only in writing signed by both Parties.

SIGNATURES

The other Party (Discloser or Receiver, as applicable):

Company: _____

Name / Title: _____

Signature: _____

Date: _____

FSC CRAFT:

Company: FSC CRAFT (Shenzhen, Guangdong, China)

Name / Title: _____

Signature: _____

Date: _____

Note: this downloadable document is the standard FSC CRAFT template provided for review before designs are sent. The version executed and signed by both Parties governs. Template version 2026-10.