



MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into on the..... day of ____, 2024 by and between:

1. Esim Card LLC., having its registered office
2. 250 S. Ronald Reagan Blvd., Longwood, FL 32750
3. with a business identity code L22000524074
4. hereinafter referred to as esim card

And

5. _____ having its registered office at _____
6. hereinafter referred to as _____
7. with a business id code:: _____

BACKGROUND

WHEREAS the Parties desire to discuss the possibility of entering into certain business transactions or otherwise developing a business relationship (the "Relationship"); and

WHEREAS, in furtherance of the Relationship, it is essential that the Parties exchange certain confidential marketing, technical and commercial information under the terms and conditions specified below.

Therefore, the Parties agree as follows:

Obligations of Confidentiality

1. **Confidential Information** means all information disclosed or to be disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), relating to *Joint Business opportunities*. Confidential Information means any and all data and other information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") in connection with the Purpose, including, but not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, financial and/or commercial information and intellectual properties, whether in written, oral or other tangible or intangible forms ("**Confidential Information**").



2. The Receiving Party shall not disclose Confidential Information to any third party and shall not, without the prior written permission of the Disclosing Party, use Confidential Information for any purpose except the Purpose.
3. The Receiving Party may only disclose the Confidential Information to those of its directors, officers, employees, contractors or professional advisers ("**Representatives**") and the affiliated Companies which have a need to know the Confidential Information in relation to the Purpose under a corresponding obligation of confidentiality, provided that the Receiving Party ensures that any of its Representatives or Affiliated Companies to whom it makes such disclosure is, prior to any disclosure, made aware of the confidential nature of the Confidential Information, and agrees to comply with the terms of this Agreement.
4. For the purpose of this Agreement, the term "Affiliated Company" shall mean a company:
 - (a) which owns or controls, directly or indirectly, at least 50% of the voting stock of a party; or
 - (b) of which at least 50% of the voting stock is owned or controlled, directly or indirectly, by a party; or
 - (c) of which at least 50% of the voting stock is owned or controlled, directly or indirectly, by any company mentioned in (a) above.
5. The Receiving Party shall, with regard to the Confidential Information, exercise the same degree of care it takes to protect its own confidential information, which in no event shall be less than a reasonable degree of care.
6. The obligations of confidentiality shall not apply to Confidential Information which is:
 - (a) at the time of receipt publicly known, or already known to the Receiving Party as evidenced by documentary material in the possession of the Receiving Party;
 - (b) publicly known through no wrongful act of the Receiving Party;
 - (c) lawfully transmitted from a third party to the Receiving Party without restriction;
 - (d) furnished to a third party by the Disclosing Party without a similar restriction on the rights of the third party;
 - (e) independently developed by the Receiving Party and the Receiving party is capable to prove it; or
 - (f) disclosed pursuant to judicial or government order or requirement or stock exchange regulations, provided the Disclosing Party is given notice thereof prior to disclosure and given a reasonable opportunity to seek protective measures.



Return of confidential information

7. The Receiving Party may at any time and shall, upon written request from the Disclosing Party, promptly return or destroy documented or tangible Confidential Information (including all copies and excerpts thereof).

Term

8. This Agreement shall govern the communications relating to the Confidential Information between the parties hereto during the period of three (3) years from the latest date of signature of this Agreement or until such time as the present Agreement is expressly superseded by a subsequent agreement between the parties hereto, whichever is earlier.
9. The obligations set forth in this Agreement shall bind the parties for a period of three (3) years from the date of disclosure of Information and such obligations shall survive the termination or earlier expiration of this Agreement, except in the case of trade secret information the confidentiality obligations shall survive the life of such trade secret information, regardless of expiration or termination of this Agreement and subject to the provisions of this Agreement.

General

10. Nothing contained in this Agreement shall be construed as creating an agency or joint venture nor granting to or conferring upon the Receiving Party any license or grant of any right in or under any patent, copyright, mask work, trade secret or other intellectual or industrial property of the Disclosing Party, either expressly or by implication.
11. The Receiving Party undertakes not to reverse engineer, disassemble, decompile, alter, modify, adapt, create derivative works, translate, deface or convert into human readable form all or any part of any materials or Confidential Information provided by the Disclosing Party unless expressly authorized to do so in writing by the Disclosing Party. Furthermore the Receiving Party undertakes not to manufacture or have manufactured by a third party any products on the basis of Confidential Information received from the Disclosing Party.
12. The Receiving Party acknowledges that disclosure of Confidential Information may cause irreparable injury to the Disclosing Party and agrees that upon disclosure of Confidential



Information in violation of this Agreement, the Disclosing Party shall be entitled to injunctive or other temporary equitable relief.

13. Confidential Information is provided "as is" and "where is". Parties makes no warranties or representations whatsoever with regard to Confidential Information.
14. The Receiving Party shall not export, directly or indirectly, any technical data acquired pursuant to this Agreement or any product using any such data, to any country for which an export license or other governmental approval (including licenses from EU and US) is required at the time of export without first obtaining it such license or approval.
15. If any of the terms and conditions of this Agreement is held to be illegal or unenforceable, the validity of the remaining provisions shall not be affected.

Applicable law and arbitration

16. This Agreement shall be governed by the laws of Hongkong, China without regard to the choice of law provisions.
17. Any disputes arising out of or in connection with this Agreement shall in the first place be solved by the Parties in common negotiations. If the Parties are not able to find an amicable solution within 3 months from the first written request, the dispute shall be finally settled in arbitration by 1 arbitrator in accordance with the laws of Hong Kong governing such arbitration procedure in force on the date of commencement of such procedure. If the Parties fail to appoint the arbitrator, then such arbitrator shall be appointed by Hong Kong International Arbitration Center. The arbitration shall take place in Hong Kong. The language used in the arbitration procedure shall be English.
18. Nothing in this Agreement shall be deemed to limit the Parties' rights to seek interim injunctive relief in the courts of Hong Kong.

The Parties have executed this Agreement in duplicate by their respective duly authorized representatives.



Esim Card LLC.

By:

By:

Name:

Name:

Title: president

Title:

Date:

Date: