

MUTUAL NON-DISCLOSURE & NNN AGREEMENT

OEM / ODM EYEWEAR MANUFACTURING & INTELLECTUAL PROPERTY PROTECTION



This Mutual Non-Disclosure and NNN Agreement (the "**Agreement**") is made and entered into as of _____ (the "**Effective Date**"), by and between the following parties:

PARTY A (MANUFACTURER):

Hermitin Optical Group Co., Ltd., having its principal registered address at 209 Pubin Road, Jiangbei New District, Nanjing, China (with manufacturing hubs in Danyang, Jiangsu & Taizhou, Zhejiang; Contact: sales@hermitin.com | +86 186 5189 4158).

PARTY B (CLIENT / BRAND):

Legal Company Name: _____
Principal Registered Address: _____
Business Email & Telephone: _____

1. Purpose of Engagement

The parties wish to explore and execute commercial cooperation regarding bespoke eyewear OEM/ODM manufacturing, private label supply programs, custom optical frame mold engineering, and prototype sampling (the "**Project**").

2. Scope of Confidential Information

"Confidential Information" refers to all proprietary technical, design, and commercial data disclosed by either party, including: 2D/3D CAD models (.STP, .STEP, .IGS, .DWG), prototype physical geometries, custom hinge engineering, proprietary acetate color recipes, lens coatings, packaging die-cuts, bill of materials (BOM), target pricing, and forecasting data.

3. TOOLING EXCLUSIVITY, NON-USE & NON-CIRCUMVENTION (STRICT NNN COVENANT)

MANUFACTURER'S EXPRESS COVENANTS: (a) **Tooling Exclusivity:** All custom molds, tooling, dies, and bespoke frame components funded or commissioned by Party B shall remain the **100% EXCLUSIVE PROPRIETARY PROPERTY of Party B**. (b) **Non-Use:** Hermitin shall NOT manufacture, duplicate, display in trade show catalogs (e.g., MIDO, Silmo, HK Optical Fair), or sell any products utilizing Party B's proprietary molds or designs to any third party worldwide. (c) **Non-Circumvention:** Hermitin covenants NOT to circumvent Party B by directly soliciting, contacting, or transacting with Party B's introduced clients, distributors, retail partners, or agents.

4. Non-Disclosure & Standard of Care

The Receiving Party shall safeguard all received Confidential Information with the same degree of care it employs to protect its own sensitive assets (never less than reasonable care), and shall restrict disclosure strictly to employees, technical engineers, and tooling specialists with a direct need-to-know for project execution.

5. Standard Exclusions

Confidentiality obligations shall not apply to information that: (a) is or becomes publicly available without breach of this Agreement; (b) was already lawfully known to the Receiving Party prior to disclosure; (c) is rightfully received from an independent third party; or (d) is independently developed without reference to the Disclosing Party's Confidential Information.

6. Intellectual Property Ownership

All pre-existing and newly commissioned intellectual property rights (including patents, trademarks, design copyrights, trade secrets, and trade dress) embodied in Party B's frame designs, logos, and specifications remain exclusively with Party B. Nothing in this Agreement grants Hermitin any title, license, or commercial interest therein.

7. Term, Survival & Tooling Disposition

This Agreement shall remain in effect for a period of **three (3) years** from the Effective Date; *provided, however*, that all obligations regarding **Tooling Exclusivity, IP Ownership, Non-Circumvention, and Trade Secrets shall SURVIVE termination and remain in full force indefinitely**. Upon written request, all drawings, digital files, and physical samples shall be returned or securely destroyed, and proprietary molds shall be safely held or transferred per Party B's written instructions.

8. Governing Law, Dispute Resolution & Counterparts

This Agreement shall be governed by and construed in accordance with international commercial laws and the laws of Hong Kong SAR. Any dispute arising out of or relating to this Agreement shall be submitted to the **Hong Kong International Arbitration Centre (HKIAC)** for final resolution under its administered arbitration rules. Counterparts executed via PDF or electronic signatures shall be deemed legally binding originals.

FOR HERMITIN OPTICAL GROUP CO., LTD.:

Authorized Representative Signature / Corporate Seal:

[SIGNATURE & COMPANY SEAL]

Name: _____
Title: _____
Date: _____

FOR THE COMPANY (CLIENT / BRAND):

Authorized Representative Signature / Corporate Seal:

[SIGNATURE & COMPANY SEAL]

Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Mutual Non-Disclosure and NNN Agreement as of the date first above written.