**Parties**

* This agreement is entered into on 25 March 2025 by and between HL Parts (hereafter known as “Receiving Party”) and Click here to enter name (hereafter known as “Receiving Party”).

**The parties signing this document agree as follows:**

**Confidentiality Agreement**

This Confidentiality Agreement (the "Agreement") is entered into by and between the undersigned parties (each a "Party" and collectively, the "Parties") on the date of execution.

**1. Definition of Confidential Information**

"Confidential Information" shall refer to any information or data provided by either party ("Disclosing Party") to the other party ("Receiving Party") in oral, written, or electronic form according to the conditions set forth below, including but not limited to trade secrets, technical know-how, research findings, and other technical and commercial information. "Confidential Information" shall not include any information that:

* Has already been published or is otherwise publicly available;
* Was already in the public domain at the time of disclosure or becomes publicly available through no fault of the Receiving Party;
* Was lawfully obtained by the Receiving Party from a third party without any obligation of confidentiality;
* Was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

**2. Obligations of the Receiving Party**

The Receiving Party agrees to use the Confidential Information solely for the purpose specified in the contract or agreement related to the business relationship. The Receiving Party shall:

* (1) Take all reasonable measures to protect the Confidential Information of the Disclosing Party, and shall not disclose, transfer, or permit the Confidential Information to be disclosed to any third party, except as required for the performance of the contracted work.
* (2) If the Confidential Information needs to be disclosed to a third party to fullfill the purpose of this Agreement, the Receiving Party will take all necessary steps to ensure the protection and security of the Confidential Information.
* (3) Ensure that employees, contractors, or affiliates who access the Confidential Information are bound by similar confidentiality obligations and adhere to the provisions of this Agreement.

**3. Disclosure by Legal Requirement**

In the event the Receiving Party is required by law, regulation, or court order to disclose any Confidential Information, the Receiving Party shall notify the Disclosing Party in advance and assist in taking necessary protective measures to prevent or limit further disclosure of the Confidential Information.

**4. Ownership of Confidential Information**

Both Parties acknowledge and agree that the ownership of the Confidential Information shall remain with the Disclosing Party. No rights, title, or interest in the Confidential Information are transferred to the Receiving Party under this Agreement.

**5. Entire Agreement**

This Agreement supersedes all prior agreements or understandings between the Parties relating to the subject matter hereof, whether oral or written. In the event of any conflict between this Agreement and prior written or oral agreements, the provisions of this Agreement shall prevail. Any modifications to this Agreement must be made in writing and signed by both Parties.

**6. Breach of Agreement**

If either Party breaches any of the terms of this Agreement, the non-defaulting Party shall have the right to claim compensation for economic losses and take any other necessary remedial actions as may be available under law or equity.

**7. Dispute Resolution**

Any dispute or controversy arising from or related to this Agreement shall first be attempted to be resolved through amicable and good-faith consultations between the Parties. If the dispute cannot be resolved through consultation, either Party may submit the dispute to the Shenzhen Court of Arbitration for arbitration in accordance with its rules.

**8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China. The Agreement shall come into force upon execution and official seal by both Parties.

**9. Copies of Agreement**

This Agreement is executed in duplicate, with each Party retaining one signed copy.

IN WITNESS WHEREOF, the Parties hereto have executed this Confidentiality Agreement as of the date first written above.

This is a template Confidentiality Agreement based on the clauses you've provided. You may need to consult with a legal professional to customize it further for your specific needs and jurisdiction.

**Signature and date**

|  |  |
| --- | --- |
| Disclosing Party | **Receiving Party** |
| Company: Click here to enter name | Company: Click here to enter name |
| Name: Click here to enter name | Name: Click here to enter name |
| Title: Click or here to enter title | Title: Click or here to enter title |
| Date: 25 March 2025 | Date: 25 March 2025 |
| Signature: | Signature: |