

MUTUAL NON-DISCLOSURE AGREEMENT

PT King Trading

Date: _____

Parties

1. Insert Company Name., a company registered in (Insert Country) under company number (Insert Number), with its registered office at (Insert Full Address) (the "Client").
2. PT King Trading, a company registered in Bali, Indonesia under NIB 8120107961578, with its registered office at Jl. Raya Kerobokan Br. Semer No.1X, Kerobokan Kelod, Kec. Kuta Utara, Kabupaten Badung, Bali 80363, Indonesia ("King Trading").

Each party may act as the "Disclosing Party" when it discloses Confidential Information and as the "Receiving Party" when it receives Confidential Information. Each is a "Party" and together the "Parties".

1. Purpose

The Parties wish to exchange certain confidential information for the purpose of discussing and, where agreed, carrying out a potential business relationship, including the appointment of King Trading as the Client's manufacturer (the "Purpose").

2. Confidential Information

"Confidential Information" means all information disclosed by or on behalf of a Disclosing Party to a Receiving Party, whether oral, written, visual or electronic, that is identified as confidential or that should reasonably be understood to be confidential given its nature or the circumstances of disclosure.

This includes, without limitation:

- Disclosed by the Client: product designs, technical packs, patterns, measurements, construction details, artwork, branding, customer lists and business strategies.
- Disclosed by King Trading: pricing and quotations, cost structures, fabric sourcing and supplier arrangements, production methods and capacity, bonded facility and licensing arrangements, and client information.

3. Confidentiality Obligations

Each Receiving Party agrees:

- Not to use the Confidential Information for any purpose other than the Purpose;
- Not to disclose it to any third party, except to its employees, officers, professional advisors, affiliates, subcontractors and suppliers who need to know it for the Purpose and who are bound by confidentiality obligations no less protective than those in this Agreement. The Receiving Party remains responsible for any breach by those recipients;
- To protect the Confidential Information using no less than a reasonable standard of care, and at least the same care it applies to its own confidential information of a similar nature.

The Client acknowledges that King Trading uses third-party mills, printers, freight forwarders and customs agents in the ordinary course of manufacturing, and that disclosure to those parties for the Purpose is permitted under this clause.

4. Exclusions

The obligations in this Agreement do not apply to information that:

- a) Is or becomes publicly known through no fault of the Receiving Party;
- b) Was already in the Receiving Party's possession without any obligation of confidentiality;
- c) Is disclosed to the Receiving Party by a third party legally entitled to do so;
- d) Is independently developed by the Receiving Party without use of or reference to the Confidential Information; or
- e) Must be disclosed by law, regulation or a competent authority, provided the Receiving Party gives prior notice to the Disclosing Party where legally permitted and discloses only what is required.

5. Residual Knowledge

Nothing in this Agreement restricts either Party from using general skills, know-how, techniques or experience retained in the unaided memory of its personnel, provided that no Confidential Information is used, reproduced or disclosed in doing so and no intellectual property of the Disclosing Party is infringed.

6. No Obligation to Proceed

Nothing in this Agreement obliges either Party to proceed with any business arrangement, order or relationship, or restricts either Party from working with other parties, including competitors of the other Party, provided it complies with this Agreement.

7. No Licence

No rights or licence in any patents, copyright, trade marks, designs or other intellectual property are granted by this Agreement, except as strictly necessary to evaluate the Confidential Information and carry out the Purpose. All Confidential Information remains the property of the Disclosing Party.

8. Return or Destruction of Information

On written request, the Receiving Party will promptly return or destroy all documents, data and materials containing Confidential Information and confirm in writing that it has done so, at the Disclosing Party's cost. The Receiving Party may retain copies held in routine electronic backups, and copies it is required to keep for legal, tax, customs or bonded-facility compliance purposes. Retained copies remain subject to this Agreement for as long as they are held.

9. Duration

This Agreement takes effect on the date above and applies to Confidential Information disclosed during the following three (3) years. The confidentiality obligations continue for three (3) years from the date of each disclosure, or for as long as the information qualifies as a trade secret under applicable law, whichever is longer.

10. Limitation of Liability

Neither Party is liable for any indirect, incidental or consequential loss, or for loss of profit, revenue, goodwill or anticipated savings, arising out of this Agreement. Nothing in this clause limits liability for fraud, wilful misconduct, or any liability that cannot be limited by law.

11. No Partnership

Nothing in this Agreement creates a partnership, joint venture, employment or agency relationship between the Parties.

12. General

- This Agreement is the entire agreement between the Parties on its subject matter and supersedes all prior discussions on that subject matter.
- Any variation must be in writing and signed by both Parties.
- If any provision is found to be invalid or unenforceable, the remaining provisions continue in full force.

- Neither Party may assign this Agreement without the other Party's written consent, except to a successor of substantially all of its business.
- Failure or delay in enforcing any right is not a waiver of that right.
- This Agreement may be signed in counterparts. Scanned, electronic and digital signatures are valid and binding, and the Parties agree that an executed copy exchanged by email is as effective as an original.

13. Governing Law and Jurisdiction

This Agreement is governed by and interpreted in accordance with the laws of the Republic of Indonesia. The courts of Indonesia have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

Signed for and on behalf of the Client

Name: _____

Title: _____

Company: _____

Signature: _____

Date: _____

Signed for and on behalf of PT King Trading

Name: _____

Title: _____

Signature: _____

Date: _____