Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of _____ (the "Effective Date"), or, if that date is left blank, the date of the last signature below, by and among:

(A) Sunbird Manufacturing., Inc., a corporation organized under the laws of the State of Washington (UBI 603 558 626), with its principal or registered office at 100 N Howard St Ste W, Spokane, WA 99201-0508 ("Sunbird").

(B) Chengdu Beiji Precision Machinery Co., Ltd. (成都贝基精密机械有限公司), a company organized under the laws of the People's Republic of China, unified social credit code 915101243274407538, registered address 1-1 Building 3, Tianjian Road 218, West High-tech Zone, Chengdu City, Sichuan Province, China 610000, with its factory at #1 Factory, Xiqu Avenue 99, West High-tech Zone, Chengdu City, Sichuan Province, China 610000 ("Beiji").

Sunbird and Beiji are together the "Sunbird Parties." Each Sunbird Party that signs is bound by this Agreement.

(C) The company named in the signature block (the "Company").

Sunbird, Beiji, and the Company are each a "Party" and together the "Parties." A Party disclosing information is a "Disclosing Party." A Party receiving it is a "Receiving Party."

1. Purpose

The Parties may exchange information so the Sunbird Parties can review, quote, manufacture, inspect, assemble, pack, and ship parts and assemblies for the Company, and so the Company can evaluate the Sunbird Parties. That exchange is the "Purpose."

The places of performance may include the United States, including the State of Washington, and the People's Republic of China, including Chengdu, Sichuan, and Shenzhen, Guangdong.

2. Confidential Information

"Confidential Information" means non-public information that a Disclosing Party discloses to a Receiving Party for the Purpose, before or after the Effective Date, in any form, whether written, electronic, oral, or visual, or learned by inspecting samples, tooling, or facilities, and whether or not it is marked confidential. It includes drawings, CAD, STEP and other model files, specifications, samples, bills of materials, quantities, prices, process notes, inspection data, tooling concepts, the identity of a program and of the Company's end customers, and the existence and terms of this Agreement.

3. Exclusions

Confidential Information does not include information the Receiving Party can show:

(a) is or becomes public other than by a breach of this Agreement;

(b) was already in its possession without a duty of confidentiality;

(c) was independently developed without use of the Disclosing Party's Confidential Information; or

(d) was rightfully received from a third party who had no duty to keep it confidential.

What a person remembers of a drawing, model, or dimension is still Confidential Information. This Agreement gives no residuals right.

4. Non-disclosure and security

The Receiving Party will not disclose the Disclosing Party's Confidential Information except to Representatives who need it for the Purpose and who are bound by a written or professional duty no less protective than this Agreement. The Receiving Party will protect that information with at least the care it uses for its own confidential material of similar importance, and in every case with reasonable care.

The Receiving Party will keep electronic files in access-controlled systems and limit copies to what the Purpose needs. It will tell the Disclosing Party in writing, within five (5) business days after it learns of any unauthorized use or disclosure, and will take reasonable steps to stop it.

The Receiving Party will not upload the Disclosing Party's Confidential Information to a publicly accessible generative artificial intelligence service, use it to train a publicly available AI model, or knowingly permit a third-party service to use it for model training, unless the Disclosing Party gives prior written consent. Secure enterprise software, cloud, translation, CAD/CAM, quality, and data-processing services may be used for the Purpose if access is appropriately restricted and the provider is subject to confidentiality and data-protection obligations consistent with this Agreement.

5. Non-use

The Receiving Party will use the Disclosing Party's Confidential Information only for the Purpose.

The Sunbird Parties will not use the Company's drawings, models, or specifications to start a product of their own, or to quote or make those parts for anyone other than the Company, unless the Company agrees in writing.

The Company will use the Sunbird Parties' pricing, process methods, and capacity information only to evaluate and place the work covered by the Purpose.

The Receiving Party will not reverse engineer, disassemble, or analyze samples, tooling, or prototypes it receives, except as needed to quote or make the part for the Purpose.

6. Non-circumvention

In this Section, a "Program" is a project or part family that the Company has disclosed to a Sunbird Party and that the Sunbird Parties have quoted or worked on for the Company. The "Non-Circumvention Period" runs from the Effective Date until two (2) years after the last disclosure of Confidential Information for that Program. During the Non-Circumvention Period:

(a) the Company will not buy the quoted parts for a Program directly from Beiji, or from a supplier a Sunbird Party introduced for that Program, other than through Sunbird;

(b) Beiji will not offer or supply those parts to the Company other than through Sunbird; and

(c) the Sunbird Parties will not bypass the Company to sell the Company's design to an end customer the Company named in writing for that Program.

This Section covers that Program only. It does not restrict either Party's other customers or other work, or any dealing a Party lawfully had before it received the Confidential Information. This Section is

deleted only if it is marked "deleted" and initialed by every Party that signs before signature. If it is deleted, the rest of the Agreement stays in force.

7. Where the information may go

The Company acknowledges that the Sunbird Parties may receive, store, and use Confidential Information in the United States and in the People's Republic of China. That includes Sunbird's commercial desk, Beiji's factory in Chengdu, the Shenzhen molding operation that makes molds and molded parts for the Sunbird Parties, and sub-tier processors under Section 8. Sharing with those people for the Purpose, under Section 8, is allowed. It is not a breach.

Each Party will handle any personal information within Confidential Information as applicable law requires, including the personal information laws of the United States and the People's Republic of China, and the Parties will not exchange personal information the Purpose does not need.

8. Representatives

"Representatives" means a Party's affiliates and its and their employees, officers, professional advisers, and contractors who need the information for the Purpose. For the Sunbird Parties, Representatives also include Beiji's Chengdu personnel, the Shenzhen molding operation, and sub-tier processors, such as heat treating, surface finishing, and cutting shops, that a Sunbird Party engages for the Purpose.

Before a Sunbird Party sends Confidential Information to the Shenzhen molding operation or a sub-tier processor, that Representative must be bound by a written confidentiality duty no less protective than this Agreement.

Shenzhen Yisheng Plastic Technology Co., Ltd. is part of the Chengdu Beiji group. It is covered as an affiliate of Beiji within the meaning of "Representatives" and does not sign this Agreement separately.

Each Party is responsible for a breach by its own Representatives. Beiji's personnel are Beiji's Representatives for this purpose. A Sunbird Party that engages the Shenzhen molding operation or a sub-tier processor is responsible for that Representative's breach. Sunbird bears one hundred percent (100%) of the liability of the Sunbird Parties under this Agreement.

9. Disclosure required by law

If a law, regulation, or court order requires disclosure, the Receiving Party may disclose only what is legally required. It will give the Disclosing Party as much prior notice as the law allows, so the Disclosing Party can seek a protective order. This section applies to a lawful demand in the United States and to a lawful demand in the People's Republic of China.

10. Return and records

Within thirty (30) days after written request, the Receiving Party will return or destroy the Disclosing Party's Confidential Information, including copies held by Representatives, and will confirm that in writing. It may keep copies the law, a quality system, or a bona fide archive or backup requires, and those copies stay subject to this Agreement. Records kept to show what was made, inspected, and shipped may be kept for that purpose.

11. Term and survival

This Agreement covers disclosures made from the Effective Date until two (2) years later. A Party may end the disclosure period earlier by thirty (30) days' written notice to the other Parties. Ending the disclosure period does not end any duty already in place.

A Party's duty for a given item of Confidential Information lasts five (5) years from the date that item was disclosed. A trade secret remains protected for as long as it is a trade secret under applicable law. The duties in Section 6 last for the Non-Circumvention Period. Sections that should survive by their nature do survive, including Sections 3 through 6 and 8 through 17, for the periods stated in this Section.

12. No license, no order, background IP, and tooling

This Agreement does not transfer any patent, copyright, trademark, or other intellectual property. It does not require either side to request a quote, accept a quote, or issue a purchase order. Each Party keeps all rights in its own information.

Each Party retains all right, title, and interest in intellectual property, know-how, methods, software, templates, processes, manufacturing techniques, CAM programs and toolpaths, fixture concepts, inspection methods, costing methods, supplier know-how, and other technology that it owned, developed, or lawfully possessed independently of the other Party's Confidential Information ("Background IP"). General manufacturing know-how and process improvements developed while performing the Purpose remain the property of the Party that developed them to the extent they do not disclose, reproduce, or incorporate another Party's proprietary product design or other Confidential Information.

This Agreement by itself does not transfer ownership of molds, dies, fixtures, jigs, gauges, cutting tools, inspection fixtures, or other manufacturing aids. Ownership of dedicated tooling specifically paid for by a Party will be determined by the applicable purchase order, tooling agreement, or other signed writing. General-purpose tooling, equipment, programs, and manufacturing aids owned or developed by a Sunbird Party remain that Party's property unless the Parties expressly agree otherwise in writing.

13. Remedies and courts

Money may not fully repair a breach. A Party may seek injunctive and other equitable relief in addition to any other remedy, without posting a bond to the extent the court allows.

The Parties agree that relief may be sought in either or both of these places:

(a) the state courts of the State of Washington sitting in King County, or the United States District Court for the Western District of Washington; and

(b) a court of competent jurisdiction in Chengdu, Sichuan, or another court in the People's Republic of China where the conduct occurred or where a Party has assets.

Filing in one place does not waive the right to file in the other. Each Party consents to the jurisdiction of those courts. The prevailing Party in a dispute about this Agreement may recover its reasonable legal fees and costs. Each Party will comply with mandatory law of the United States and of the People's Republic of China that applies to that Party and that a contract cannot waive.

14. Export and controlled technical data

Each Party will follow the export, sanctions, and import laws that apply to it, including the Export Administration Regulations of the United States and the technology import rules of the People's Republic of China.

If information is controlled under the International Traffic in Arms Regulations, or under another rule that restricts sending it to China, the Disclosing Party will say so in writing before sending it. The Receiving Party will not receive or forward that information until the required authorization is in place. The Sunbird Parties make no representation that they hold any particular export registration.

15. Governing law and language

This Agreement is governed by the laws of the State of Washington, United States, without regard to conflict-of-law rules.

That choice applies if the Company is in Washington and if the Company is in any other state or territory of the United States. It also governs the Sunbird Parties' obligations wherever the work is performed, subject to mandatory Chinese law for conduct in China, as stated in Section 13.

The English text controls. The Parties may prepare a Chinese translation for convenience. If the Parties later sign a Chinese-language version and write on it that the Chinese text controls in proceedings in China, the Chinese text controls in those proceedings only.

16. Notices

Notices must be in writing in English. Email notice is effective on the next business day after it is sent if the sender does not receive a bounce notice. Notice of a claim or of legal process must also be sent by international courier to the address below and is effective when delivered.

Sunbird: 100 N Howard St Ste W, Spokane, WA 99201-0508; john@sunbirdmanufacturing.com; +1 206-387-9892

Beiji: #1 Factory, Xiqu Avenue 99, West High-tech Zone, Chengdu City, Sichuan Province, China 610000; ed@chengdubeiji.com

Company: the address and email written in its signature block

17. Other terms

This Agreement is the entire agreement on confidentiality for the Purpose and replaces earlier oral or written confidentiality terms for the same Purpose. Another NDA the Parties actually sign controls over this Agreement only if it expressly says it replaces this Agreement. A purchase order, quote, or terms of sale does not change this Agreement unless it refers to this Agreement and every Party signs the change.

Changes must be in writing and signed. If one provision is unenforceable, the rest remains in force. A Party may not assign this Agreement without the other Parties' written consent, except that the Sunbird Parties may perform through each other and through Representatives under Section 8. A waiver of one breach is not a waiver of any later breach.

The Parties may sign separate copies, including by electronic signature and by DocuSign. Those copies together are one agreement. Each person who signs represents that the signer has authority to bind the party named above the signature. Beiji signs by the signature of its legal representative or an

authorized signatory and by its official company seal or contract seal, which may be applied in electronic form where Chinese law allows.

Each Disclosing Party represents that it has the right to disclose the Confidential Information it provides for the Purpose.

No Party may use another Party's name, trademarks, logos, photographs, project identity, or the existence of the business relationship in advertising, marketing materials, customer lists, websites, social media, case studies, or press releases without that Party's prior written consent, except where disclosure is required by law.

Signature blocks

Company

Legal name: _____

Entity type and jurisdiction: _____

Authorized signer, name: _____

Title: _____

Email: _____

Address: _____

Date: _____

Signature: _____

Sunbird Manufacturing., Inc.

Legal name: Sunbird Manufacturing., Inc.

Authorized signer, name and title: Ed Hoots, President

Email: ed@sunbirdmanufacturing.com

Address: 100 N Howard St Ste W, Spokane, WA 99201-0508

Date: _____

Signature: _____

Chengdu Beiji Precision Machinery Co., Ltd. (成都贝基精密机械有限公司)

Legal name: Chengdu Beiji Precision Machinery Co., Ltd. (成都贝基精密机械有限公司)

Unified social credit code: 915101243274407538

Legal representative or authorized signer, name and title: Ed Hoots, President

Email: ed@chengdubeiji.com

Date: _____

Signature: _____

Company seal (公章 or 合同专用章): _____