

NON-DISCLOSURE AGREEMENT

Version No.: 【3】

版本号: 【3】

This Non-Disclosure Agreement (the "Agreement") is made and effective on Aug. 13, 2026.

本《保密协议》（下称“本协议”）于__2026__年__8__月__13__日订立并生效。

BETWEEN:

[SICHUAN LIUHE SPECIAL METAL MATERIALS CO., LTD.], a corporation organized and existing under the laws of the People's Republic of China with its Unified Social Credit Code: 9151070076230115X9, registered office at Tie East Road, Industrial Development Zone, Jiangyou City, Sichuan Province, 621700, China

甲方：四川六合特种金属材料股份有限公司，依中华人民共和国法律合法设立并存续的法人，统一社会信用代码：9151070076230115X9，总部地址：四川省江油市工业开发区铁东路。

AND:

[ATISCO Ltd], If legal entity: a corporation organized and existing under the laws of [Public of Korea], Registration/Tax Identification Number: _____, with its registered office at [834, 326 Bongeunsa-ro, Gangnam-gu, Seoul, 061453, Republic of Korea]; If individual: natural person, principal residence at [/], personal identity/tax number: [/].

乙方：【接收方全称】，

如为法人主体：依【州/国家】法律设立并存续的法人，主体登记号/纳税人识别号：【】，注册地址：【完整地址】；

如为自然人：自然人，常住地址：【/】，身份证件/税号：【/】。

Each Party may act as the "Disclosing Party" or the "Receiving Party" under this Agreement, depending on which Party is furnishing or receiving Material at the relevant time, and all rights and obligations expressed in this Agreement in favour of a Disclosing Party or imposed upon a Receiving Party shall apply reciprocally to both Parties, mutatis mutandis.

甲乙双方均可能在本协议项下互为“披露方”或“接收方”，具体取决于相关时点由哪一方提供或接收资料；本协议中赋予披露方的权利及施加于接收方的义务，应对双方相互适用，并作相应调整。

WHEREAS, in order to pursue the mutual business purpose of a potential transaction between the Disclosing Party and the Receiving Party and/or their respective affiliates (the "Transaction"), both the Disclosing Party and the Receiving Party acknowledge that they will need to disclose certain information concerning each party and/or its respective affiliates to one another. 鉴于：甲乙双方拟磋商双方及其关联主体之间潜在交易事宜（下称“本次交易”），为此双方需向对方披露各自及关联主体相关信息。

WHEREAS, all such information delivered by or on behalf of a party and/or its affiliates (such party, together with its affiliates, the "Disclosing Party") to the other party (the "Receiving Party") and/or its Representatives (as defined below), whether furnished before or after the Effective Date and regardless of the format in which such information is furnished, together with all analyses, compilations, studies, documents and records prepared by the Receiving Party and/or its Representatives insofar as such materials contain, reflect or are derived from such information, shall collectively be referred to herein as "Material".

鉴于：一方及其关联主体（披露方）向另一方（接收方）及其代表（定义见下文）提供的全部信息，无论提供时间在本协议签署日前或后、提供形式如何；以及接收方及其代表基于前述信息制作、包含、反映前述信息的全部分析报告、汇编资料、调研报告、文件、记录，在本协议中统称为“资料”。

NOW, THEREFORE, in consideration of the opportunity to review and evaluate such Material, the parties hereto agree as follows:

据此，以双方可查阅资料为对价，甲乙双方达成如下约定：

1. NON-DISCLOSURE OF Material 资料的保密义务

The Receiving Party shall use the Material solely for the purpose of evaluating the Transaction. The Receiving Party shall maintain strict confidentiality of all Material, save that the Receiving Party may disclose any Material or portion thereof to its affiliates, directors, officers, employees, advisors, legal counsel, agents, controlling persons, potential bidding partners, financing sources and other representatives (each a "Representative", collectively the "Representatives") who have a need to know such information

for evaluating the Transaction and who undertake to treat the Material in full compliance with the terms of this Agreement.

接收方仅可为评估本次交易之目的使用资料，并对资料严格保密；仅可向其关联企业、董事、高管、员工、顾问、律师、代理人、实际控制人、潜在投标合作方、资金方及其他代表（单独称“代表”，合称“全体代表”）披露，但前述人员必须因评估交易确有知悉必要，且承诺按本协议约定保管资料。

The term "Material" excludes any information that:

- a. Is or becomes publicly available through lawful channels other than as a result of a breach of this Agreement by the Receiving Party or any of its Representatives;
 - b. Has been independently obtained or developed by the Receiving Party or any of its Representatives without violating any provision of this Agreement;
 - c. Was already in the possession of the Receiving Party or any of its Representatives prior to being furnished by or on behalf of the Disclosing Party pursuant to this Agreement; or
 - d. Is received from a source independent of the Disclosing Party and its Representatives;
- provided that subclauses (c) and (d) shall not apply if the Receiving Party knew or ought reasonably to have known that such source was bound by confidentiality obligations in respect of such information.

下列信息不属于资料：

- a. 非因接收方或其代表违反本协议而已经或后续向社会公众公开的信息；
- b. 接收方或其代表未违反本协议约定、独立获取或自主研发形成的信息；
- c. 在披露方向接收方交付资料前，接收方或其代表已合法持有的信息；
- d. 从披露方及其代表以外第三方合法取得的信息；

但 c、d 项适用前提：接收方不知悉该信息来源负有保密义务。

2.DISCLOSURE UNDER COURT ORDER OR SUBPOENA 法院传票 / 裁定项下的披露

If the Receiving Party or any of its Representatives receives a demand to disclose all or any part of the Material pursuant to a subpoena, court order, civil investigative demand or similar legal process issued by a court of competent jurisdiction:

(i) the Receiving Party shall promptly notify the Disclosing Party of the existence, terms and relevant circumstances of such demand; and

(ii) if the Receiving Party's legal counsel opines that the Receiving Party or the relevant Representative is legally compelled to make such disclosure, the Receiving Party or relevant Representative may only disclose the scope of Material advised by such counsel to be mandatory, and shall use all reasonable endeavours to secure confidential handling of the disclosed Material.

若有管辖权法院传票、司法裁定、民事调查令或同类司法程序要求接收方或其代表披露全部或部分资料：

（1）接收方应立即将该文书、文书内容及相关背景完整告知披露方；

（2）若接收方律师出具法律意见，认定必须披露部分或全部资料，则接收方仅可披露律师确认强制披露范围，并应尽力申请法院对该部分资料予以保密处理。

3.CONFIDENTIALITY OF THE TERMS OF THIS AGREEMENT 本协议条款保密

Unless required by applicable law or otherwise stipulated in a definitive transaction agreement executed by both parties in connection with the Transaction, neither party nor any of its respective Representatives shall disclose any terms or conditions of the Transaction to any third party without the prior written consent of the other party; this restriction does not apply to the parties' Representatives who have a need to know such information for evaluating the Transaction and agree to abide by the confidentiality obligations under this Agreement.

除非法律强制要求，或双方后续签署本次交易正式最终协议另有约定，未经对方事先书面同意，双方及其代表不得向任何第三方披露本次交易全部条款；但双方确有知悉必要、并遵守本协议的内部代表除外。

4.OWNERSHIP, RETURN AND DESTRUCTION OF Material 资料权属、返还与销毁

Nothing contained in this Agreement shall divest the Disclosing Party of all right, title and interest in and to any Material. Within [15] calendar days following a written request from the Disclosing Party, the Receiving Party and its Representatives shall return or permanently destroy all Material furnished by the Disclosing Party to the Receiving Party and/or any of its Representatives.

Save to the extent legal counsel advises the Receiving Party that destruction is prohibited by applicable law, the Receiving Party and its Representatives shall also destroy all memoranda, notes, copies, excerpts, recordings and other writings derived from, containing or reflecting any Material.

If the Disclosing Party so requests when submitting its destruction demand, an authorized officer of the Receiving Party overseeing the destruction shall issue a written certificate confirming full completion of such destruction to the Disclosing Party.

本协议任何条款不转移披露方对资料享有的全部权利、所有权及权益。披露方提出要求后十五个日历日内，接收方及其代表须返还或销毁全部披露方交付的资料。

除律师出具意见认定法律禁止销毁外，接收方及其代表还须销毁所有基于资料制作、包含或反映资料的书面文件、备忘录、笔记、副本、摘录、录音录像等衍生资料。

若披露方同步要求出具销毁证明，接收方负责销毁事宜的授权高管须向披露方出具书面销毁完成证明。

5.DISCLAIMER 免责声明

Each Party acknowledges and agrees that neither the other Party nor any of its Representatives makes any representation or warranty as to the accuracy or completeness of any Material furnished by it hereunder to the other Party or any of its Representatives. Both parties further acknowledge and agree that neither party owes any obligation to authorize, pursue or complete the Transaction with the other party. Either party may terminate all discussions and negotiations relating to the Transaction at any time. Only the provisions set forth in a fully executed definitive transaction agreement shall carry legal binding force in respect of the Transaction. 双方确认并认可：任何一方及其代表均不就其向对方提供的资料的准确性、完整性作出任何陈述与保证；双方均无义务必须推进、完成本次交易。

甲乙双方可随时终止交易磋商；仅当双方签署正式最终交易协议时，该协议所载交易条款方具备法律效力。

6.INJUNCTIVE RELIEF 禁令救济

The parties acknowledge that monetary damages would constitute an inadequate remedy for any breach of this Agreement by the Receiving Party or any of its Representatives. Accordingly, the Disclosing Party affected by any such breach shall, in addition to all other remedies available at law or in equity, be entitled to seek specific performance, temporary restraining orders, preliminary injunctions and other equitable relief against any such breach.

双方确认：若接收方或其代表违反本协议，仅金钱赔偿不足以弥补披露方损失。受影响的披露方除可主张法律、衡平法项下全部救济外，有权诉请法院判令实际履行、签发临时禁令 / 永久禁令及其他衡平救济。

7.REVERSE ENGINEERING RESTRICTION 禁止反向工程

The Receiving Party shall not, directly or indirectly, reverse engineer, decompile, disassemble, analyze, benchmark, test, or otherwise attempt to derive the composition, structure, formulation, manufacturing process, source code, underlying technology, or trade secrets embodied in any samples, products, materials, software, drawings, specifications, or Confidential Information disclosed by the Disclosing Party. The Receiving Party shall not permit any third party to perform any such activities. Any improvements, modifications, derivative works, or know-how developed in violation of this Clause shall belong exclusively to the Disclosing Party.

接收方不得直接或间接实施反向工程、反编译、拆解、分析、对标测试、实验检测，或通过其他手段提取披露方提供的样品、产品、原材料、软件、图纸、技术规格书及保密信息中包含的成分、结构、配方、生产工艺、源代码、底层技术、商业秘密；亦不得允许任何第三方开展前述行为。任何违反本条约定衍生的改进方案、修改成果、衍生作品、技术诀窍，全部知识产权归属披露方独有。

8.NO LICENSE GRANTED 不授予任何知识产权使用许可

Each party acknowledges and agrees that, as of the Effective Date and thereafter, neither party shall have the right to use the other party's service marks, trademarks, trade names, proprietary procedures, manufacturing processes, labels, trade secrets or customer lists without the other party's express written consent.

双方确认：未经对方书面明确许可，任何一方无权使用另一方的服务商标、商标、商号、授权资质、操作流程、生产工艺、标识、商业秘密、客户名单。

9.NON-ASSIGNMENT OF RIGHTS 禁止单方转让协议权利义务

Neither party may assign, in whole or in part, any of its rights or obligations under this Agreement without the other party's prior written express consent. This Agreement shall be binding upon and enure to the benefit of each party's successors and permitted assigns.

未经对方书面明确同意，任何一方不得全部或部分转让本协议项下权利义务；本协议对双方承继人、经许可受让方具有约束力，并为其创设权益。

10.SEVERABILITY 条款可分割性

If a final, non-appealable judgment rendered by a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable:

- (i) all remaining provisions shall remain unmodified and in full force and effect; and
- (ii) the invalid or unenforceable provision shall be replaced with a valid, enforceable provision that most closely effectuates the original intent of the parties underlying such invalid provision.

若有管辖权法院作出不可上诉终审判决，认定本协议任一约定无效或无法执行：（1）其余条款完整有效、继续履行；（2）以最贴合原条款缔约本意、合法可执行的条款替换无效条款。

11.ENTIRE AGREEMENT; PRIOR UNDERSTANDINGS 完整协议，取代此前约定

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, arrangements and understandings relating to such subject matter. No amendment, supplement, waiver or modification to this Agreement shall be binding unless set forth in writing and signed by a duly authorized representative of each party.

本协议构成双方就协议事项的完整合意，取代此前全部相关口头、书面约定。任何修改、补充、弃权、变更均需双方授权代表书面签署方生效。

12.COUNTERPARTS 协议多份副本同等效力

The parties may execute any number of counterparts of this Agreement for convenience. Each counterpart shall be deemed an original instrument, and all counterparts taken together shall constitute one single identical agreement.

双方可签署多份协议文本便于留存；每份文本均视为原件，全部文本共同构成同一份协议。

13.TERM 协议有效期

The term of this Agreement shall be [5] years commencing on the Effective Date.

本协议有效期自签署之日起【五】年。

14.APPLICABLE LAW AND DISPUTE RESOLUTION 适用法律与争议解决

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be Chinese. This contract is governed by the laws of the People’s Republic of China.

适用法律与争议解决：凡因本协议引起的或者与本协议相关的任何争议，包括协议的成立、效力或终止问题，均应根据届时有效的新加坡国际仲裁中心仲裁规则（简称“新仲规则”）提交新加坡国际仲裁中心（简称“新仲”）进行仲裁以最终解决，该新仲规则应被视为本仲裁条款的一部分。仲裁地为新加坡。仲裁庭由1名仲裁员组成。仲裁语言采用中文。本协议适用中华人民共和国法律。

15.LANGUAGE PRECEDENCE 语言

This Agreement is executed in both English and Chinese versions. In the event of any conflict, discrepancy or inconsistency between the English text and Chinese translation hereof, the English version shall prevail and serve as the sole basis for interpreting and performing this Agreement.

本协议同时签署中英文两个版本。若本协议英文文本与中文译本之间存在任何冲突、分歧或表述不一致之处，以英文版本为准，并作为解释及履行本协议的唯一依据。

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

兹证明，双方于文首载明日期签署本协议，以昭信守。

[SICHUAN LIUHE SPECIAL METAL MATERIALS CO., LTD.]

Authorized Signature:

PRINT NAME AND TITLE: 王宁 Wang Ning / Board Member

[RECEIVING PARTY NAME]

Authorized Signature:

PRINT NAME AND TITLE: _Alex Lee /Sales Manager_