MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT governs the disclosure of information, as of DIVA LABORATORIES, LTD., 2025/7/23 (the "**Effective Date**"), by and between **DIVA LABORATORIES, LTD.**, a corporation organized under the laws of Taiwan, with its principal place of business at 9F., No.351, Sec. 2, Zhongshan Road, Zhonghe District, New Taipei City 235602, Taiwan R.O.C., Taiwan and Qisda Japan Co., Ltd., a corporation organized under the laws of Taiwan, with a principle address at 5F,Akimoto Warehouse No.3A 3-30-1 Kaigan Minato-Ku Tokyo 108-0022 , Japan.

1. Business Purpose. Both Parties wish to explore a business possibility involving repair, refurbish, rework, sorting, and firmware update (the "**Business Purpose**"), and either Party may disclose to the other Party all information regarding the evaluation and/or implementation of the Business Purpose.

2. Definition. As used herein, "**Confidential Information**" shall mean any and all technical and non-technical information provided by either party to the other, including but not limited to (a) patent applications, (b) trade secret, and (c) proprietary information – mask works, ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment and hardware, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing party provides regarding third parties. Confidential Information may take the form of both tangible materials and oral and visual disclosures.

3. Obligations. The parties understand and agree that this Agreement does not obligate either party to disclose Confidential Information to the other and nor does it prevent either party from disclosing its own Confidential Information to third parties. In addition, each party agrees that at all times and notwithstanding any termination or expiration of this Agreement, it will hold in strict confidence and not disclose to any third party Confidential Information of the other and will only use the Confidential Information for the mutual benefit of the parties as required to accomplish the Business Purpose of this Agreement, except as approved in writing by the other party to this Agreement. Each party shall only permit access to Confidential Information of the other party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party. Neither party shall make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the other party. Each party will protect the other party's Confidential Information from unauthorized use or disclosure by using the same degree of care, but no less than a reasonable degree of care, used to protect its own Confidential Information. Each party shall immediately notify the other upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other party.

4. Termination of Confidential Obligations. Each party's obligations under this Agreement with respect to any portion of the other party's Confidential Information shall terminate when the party to whom Confidential Information was disclosed (the "**Recipient**") can prove with convincing written evidence that:

(a) it was in the public domain at the time it was disclosed to the Recipient by the other party;

(b) it entered the public domain subsequent to the time it was disclosed to the Recipient by the other party through no fault of the Recipient;

(c) it was in the Recipient's possession free of any obligation of confidence at the time it was disclosed to the Recipient by the other party;

(d) it was disclosed to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the other party;

(e) it was developed by employees or agents of the Recipient independently of and without reference to any information disclosed to the Recipient by the other party;

(f) it was disclosed to the Recipient by a third party free of any confidential obligation or without the Recipient's notice or knowledge of any breach of confidentiality; or

(g) it was in response to a valid order by a court or other governmental body, provided that the Recipient provides the other party with prior written notice of such disclosure in order to permit the other party to seek confidential treatment of such information.

5. Ownership and Return of Confidential Information. All Confidential Information, and copies thereof, shall remain the property of the party supplying it hereunder. The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on or embodied by such Confidential Information. Upon termination or expiration of this Agreement or the need to use Confidential Information pursuant to this Agreement, or upon written request of the other party, each party shall promptly return to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof. The Recipient shall execute a certificate, pre-approved by the other party, certifying delivery to the other party or destruction of all Confidential Information provided to the Recipient and its employees or authorized representatives, and all copies thereof.

6. Reproductions. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other party by either party shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the other party.

7. No Representations or Further Obligations. The parties understand and agree that this Agreement does not obligate either party to enter into any further agreements or to proceed with any possible relationship or other transaction.

8. No Reverse Engineering. Each of the parties agrees that the hardware and software of the other party contain valuable confidential information and each party agrees it will not modify, reverse engineer, decompile, create other works from, or disassemble any hardware or software contained in the Confidential Information of the other party without the prior written consent of the other party.

9. Term and Termination. This Agreement expires three years after the Effective Date and applies to Confidential Information described in Section 2 during the term of the Agreement. However, either party may terminate this Agreement with regard to the exchange of Confidential Information, at any time upon sixty (60) days written notice to the other party. The Recipient's obligations with respect to the Confidential Information shall survive the termination or expiration of this Agreement and shall continue in full force and effect for 2 years from the date of said termination or expiration.

10. Export Restrictions. Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

11. Injunctive Relief. Each party acknowledges that its breach of this Agreement will cause irreparable damage and hereby agrees that the other party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

12. Severability. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

13. Notice. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

14. Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the Republic of China without reference to its conflict of laws principles. Any disputes under this Agreement shall be subject to the jurisdiction of [Taipei District Court], and the parties hereby consent to the personal jurisdiction and venue of these courts.

15. Entire Agreement. This Agreement contains the final, complete and exclusive agreement of the parties regarding the subject matter hereof, and no change, modification, termination, or waiver of this Agreement, or any provisions herein contained, shall be valid unless made in writing signed by duly authorized representatives of both parties hereto.

16. Miscellaneous. This Agreement shall be binding upon the Recipient's heirs, successors and assigns. Any waiver (express or implied) by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld. This Agreement may be executed in counterparts, any one of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Mutual Non-Disclosure Agreement to be executed by their duly authorized representatives as of the Effective Date.

DIVA LABORATORIES, LTD.	**Qisda Japan Co., Ltd.**
By:_____	By: 吉村 祥吾
Name:_____	Name:Shogo Yoshimura
Title:_____	Title:Technical Service Manager
Date:_____	Date:2025-08-22