

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of the last date set forth below by and between Arteza, Inc. ("Company") and the individual or entity identified below ("Recipient").

Company possesses certain Confidential Information (defined below). In particular, Company possesses certain information relating to its actual, proposed and potential business plans and opportunities as of the date of this Agreement and during the term of this Agreement (the "Business"). The parties are entering into a commercial relationship (the "Relationship") and Company desires to share in confidence some of such Confidential Information with Recipient in connection with its evaluation of the Relationship on the condition that Recipient provides proper safeguards to protect the Confidential Information.

In consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth and intending to be legally bound, the parties hereby agree as follows:

1. Definition of Confidential Information.

"Confidential Information" shall include all information or material which (i) gives that party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of that party; (ii) all information or material which gives Company some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of Company; or (iii) is either (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential and proprietary or (C) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary, including, without limitation, (a) identification of certain persons and entities with respect to the Business, including, without limitation, customers, employees, subcontractors, vendors, suppliers, lenders, distributors, owners and other third parties that may give rise to, or be involved, therein (together, the "Customers"), the identify of which Company considers trade secret information; (b) Customer identities and relationships, Customer lists and contacts, compilations of information, service providers, business operations or technical records, specifications, financial data, technical data, pricing strategies, fees and fee schedules, commissions, records, data and any other incident of any business developed by Company or earned or carried on by Recipient for Company; (c) all trade names, service marks and logos under which Company does business, and any combinations or variations thereof and all related trade names, service marks and logos; and (d) all other materials, documentation, contracts and agreements of Company, any business plans, methods, concepts, marketing plans, projections, investor lists, or ideas relating to the Business. Company shall use its commercially reasonable efforts to identify or mark information disclosed to Recipient pursuant to this Agreement that is confidential or

proprietary in nature and subject to the terms of this Agreement; provided, however that Company's failure to do the same shall not, in it of itself, be deemed to exclude such unmarked information as confidential or proprietary or subject to the terms hereof, it being understood that, except as excluded below, all information disclosed to Recipient be deemed confidential and subject to the terms and conditions hereof. Notwithstanding the foregoing, Confidential Information shall not be information which: (i) has entered the public domain through no action or failure to act of Recipient; (ii) prior to disclosure hereunder was already lawfully in Recipient's possession without any obligation of confidentiality; (iii) subsequent to disclosure hereunder is obtained by Recipient on a nonconfidential basis from a third party who has the right to disclose such information to Recipient; or (iv) is ordered to be or otherwise required to be disclosed by Recipient by a court of law or other governmental body provided, however, that Company is notified of such order or requirement and given a reasonable opportunity to intervene.

2. **Non-Disclosure.** Recipient agrees to: (i) use the same degree of care (and in no event less than reasonable care) in protecting the Confidential Information that Recipient would use to protect its own Confidential Information of a similar nature; (ii) not to copy, publish, show, or disclose the Confidential Information to any third parties, and (iii) to return the Confidential Information to Company in accordance with Section 6 below. Recipient will not show or otherwise disclose the contents of the Confidential Information to any third parties without Company's prior written consent.

3. **Removal of Notices.** Recipient shall not remove any copyright, trademark, service mark or other proprietary rights notice attached to or included in any Confidential Information furnished by Company.

4. **Use of Confidential Information.** The Confidential Information shall be used by Recipient solely with respect to the Relationship. Recipient agrees not to use Confidential Information for its own or any third party's benefit. RECIPIENT ACKNOWLEDGES THAT THE CONFIDENTIAL INFORMATION IS RECEIVED "AS IS" FOR EVALUATION PURPOSES ONLY AND IS NOT TO BE RELIED UPON FOR ANY PURPOSE EXCEPT AS SET FORTH IN WRITING BY COMPANY. Company makes no representations or warranties as to the accuracy, completeness, condition, suitability or performance of the Confidential Information, and Company shall have no liability whatsoever to Recipient resulting from its use of the Confidential Information.

5. **Reservation of Rights.** All rights not expressly granted by this Agreement are retained by Company. Recipient recognizes and agrees that nothing contained in this Agreement will be construed as granting any rights to Recipient, by license or otherwise, to use any of the Confidential Information except as specified in this

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Agreement. All Confidential Information shall remain the property of Company.

6. **Return of Confidential Information.** Recipient shall destroy or return to Company, at Company's sole option, all Confidential Information that Recipient possesses, regardless of whether the Confidential Information is in written, graphic or machine-readable form upon the earlier of: (i) completion of Recipient's review; or (ii) within five (5) business days of the request of Company.

7. **Injunctive Relief.** Recipient acknowledges that Company will be irreparably harmed if Recipient's obligations under this Agreement are not specifically enforced and that Company would not have an adequate remedy at law in the event of an actual or threatened violation by Recipient of its obligations. Therefore, Recipient agrees that Company shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Recipient or its employees and agents without the necessity of Company showing actual damages or that monetary damages would not afford an adequate remedy.

8. **No Required Disclosure or Further Obligation.** Nothing contained herein shall be construed as requiring Company to disclose any Confidential Information to Recipient. Any such disclosure shall be made in the sole discretion of Company. Neither party shall be under any obligation of any kind whatsoever to enter into any further agreement with the other party by reason of this Agreement.

9. **Non-Circumvention.** Recipient agrees that it shall not, directly or indirectly, circumvent Company with respect to its actual, proposed or potential business plans and opportunities, including, without limitation, actual, proposed or potential business relationships with third parties relating to the Business.

10. **Term.** Except as provided herein, this Agreement, and all rights and obligations contained herein, shall terminate five (5) years from the termination of the Relationship (except for trade secrets, which shall be held in confidence for so long as they are protected under applicable law as trade secrets).

11. **General.**

11.1 **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction) suit under this Agreement shall only be brought in a court of competent jurisdiction in State of Delaware. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that

specified in this Section. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section.

11.2 **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be illegal, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

11.3 **Survival.** The provisions of Section 4, Section 7 and Sections 9 through 11, inclusive, of this Agreement shall survive any expiration or termination of this Agreement.


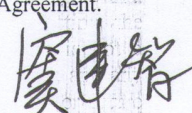
11.4 **No Joint Venture.** The parties hereto agree that this Agreement is for the purposes of protecting the Confidential Information only. This Agreement is not a joint venture or other such business arrangement; and any agreement between the parties as to any existing or future business activities is or will be set forth in other or subsequent written agreements, respectively.

11.5 **Counterparts.** This Agreement may be executed in one or more counterparts, each of may be executed and delivered with the same validity as if it were an ink-signed document.

11.6 **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings. This Agreement shall not be modified except in writing signed by both parties.

The Recipient has executed this Agreement by his, her or its duly authorized representative with full rights, power and authority to enter into and perform this Agreement.

Recipient:

By:  
Name: QINGDAO TONGLI PACKAGING PRODUCTS
CO., LTD
Date: NOV 30, 2020

Company:

Public Corp., LLC

By: _____
Name: _____
Date: _____