

Non-Disclosure, Non-Use Non-Circumvention Agreement

保密，禁用，不规避 协议

This Non-Disclosure, Non-Use and Non-Circumvention Agreement ("Agreement"), effective as of **the last signed date** set forth below, is entered into between the following parties:

此保密，禁用，反规避 协议("协议"), 于以下最后签字日期起生效，由以下双方签署：

DISCLOSING PARTY ("Party A"):

披露方（甲方）

Address:

Authorized Legal Representative / Manager :

Phone:

And/与

RECEIVING PARTY ("Party B"):

接收方（乙方）

Company Name (Chinese):

Registration Address (Chinese): **Authorized Legal Representative / Manager:**

Phone number :

WHEREAS, 鉴于

Party A intends to share commercially valuable information ("Confidential Information") with Party B, for the purpose of evaluating a potential business relationship and, if applicable, undertaking such business relationship with Party B. **In consideration of the privilege of obtaining access to Party A's Confidential Information, Party B hereby agrees as follows:**

甲方有意向乙方披露具有商业价值的信息（“秘密信息”），以来评估与乙方合作的前景，并在可行的情况下与乙方开展合作业务关系。乙方考虑到其获取甲方秘密信息的特权，特此同意如下条款：

1. Confidential Information.

The Confidential Information includes any information, brand/logo, material, data or know-how, whether in oral, written, graphic, electronic or physical form, that relates to the business, operations, finances or technology of the Party A and that (a) is either designated as confidential by Party A or, by the nature of the circumstances, ought to

be treated as confidential; and (b) information disclosed by Party A to Party B prior to this Agreement or is otherwise learned by Party B in the course of its dealings with Party A.

秘密信息。秘密信息包括与甲方的业务，运营，财务或技术相关的任何信息，品牌，Logo，材料，数据或技术诀窍，无论是口头的，书面的，图形的，电子形式的或实体形式的信息：

a) 被甲方指定为秘密，或根据情况的性质，应视为秘密；

b) 在本协议签订前甲方向乙方披露的，或乙方在与甲方交易过程中获知的信息。

The Confidential Information also includes but not limited to patents, trade secrets, copyrightable works, brand, Logo, trademarks, concepts, designs, drawings, sketches, renderings, developments, improvements, packaging design, product specifications, component and accessory specifications, protocols, methods, processes, test results, intended use, samples, prototypes, customized tooling, customer, market and product development plans, product promotional plans, forecasts, cost information, and also includes the existence and progress of the parties' dealings and the terms of any agreement between the parties.

秘密信息并且包括但不限于，专利，商业秘密，受版权保护的作品，品牌，徽标，商标，概念，设计，绘图，草图，透视图，开发，改进，包装设计，产品规格，组件和附件规格，标准，方法，流程，测试结果，预期用途，样品，原型，定制磨具，客户，市场和产品开发计划，产品促销计划，预测，成本信息，并且还包括双方交易关系的存在，进展及协议。

2. Non-Disclosure, Non-Use and Non-Circumvention

Except with expressed prior written authorization of the Party A, Party B agrees not to disclose, use or circumvent Party A to disclose or use the Confidential Information. Under any circumstances, Party B shall not file any intellectual property registration application which is originated from Confidential Information disclosed by Party A. Such intellectual property registration including but not limited to patent registration, trademark registration and copyright registration.

保密，禁用，不规避。乙方同意，除非事先取得甲方明确的书面授权，乙方保证不泄露，不使用并且不规避甲方而泄露或使用秘密信息。在任何情况下，乙方不对源自甲方秘密信息的知识产权申请登记。该知识产权登记包括但不限于专利登记、商标登记和版权登记。

2.1 Non-Disclosure. Party B agrees not to disclose Confidential Information to any third party, whether in oral, written, graphic, electronic or physical form, including disclosure in marketing collaterals (photograph or video); make or permit any third party to make copies or other reproductions of Confidential Information; reveal to any third party (including Party A's customers) that it is manufacturing Party A's products. Party B shall restrict the possession, knowledge, and use of Confidential Information to its officers, employees, consultants, agents, partners, or representatives ("Party B's Representatives") who have a legitimate need to know such information and who are subject to binding obligations of confidentiality. Party

B's Representatives shall be informed of the confidential nature of the information. Party B shall be responsible for any breach of this Agreement by any of its Representatives.

保密。乙方同意，不向任何第三方以口头，书面，图形，电子，实物形式或在营销宣传材料（图片或录像）中披露秘密信息；不复制或准许任何第三方复制或以其它方式复制秘密信息；不向任何第三方（包括甲方的客户）透露其正在生产甲方的产品的信息。乙方应限制对秘密信息的获取，获知和使用只在其合法需要获知秘密信息的领导，雇员，顾问，代理人，合作伙伴或公司代表（“乙方代表人”）范围之内，其代表人并且应同样受本协议保密义务的约束。乙方的代表人须被告知信息的保密性质。如果乙方的代表人违反本协议，乙方均须负责。

2.2 Non-Use. Party B agrees not to use Confidential Information to develop and/or sell the same product to any third party (including Party A's customers) other than Party A; Not to use Confidential Information develop and/or sell the same product directly or indirectly competing with Party A. No matter what Color or Size, this kind of brand packaging can not be sold to others, except Party A;

禁用。乙方同意，不使用秘密信息来开发及/或向甲方以外的任何第三方（包括甲方的客户）销售相同产品；

不使用秘密信息来开发和/或销售相同的产品直接或间接地与甲方竞争。

不论颜色或大小，这种含品牌标示的包装都不能卖给他人，甲方除外；

2.3 Non-circumvention. Without the specific written approval of Party A, Party B shall not directly or indirectly, circumvent, avoid, bypass Party A, including make use of a third party, to contact, deal with, transact, or otherwise be involved with any customers of Party A; or with any corporation, partnership, individuals, or other entities introduced or revealed by Party A. This Agreement will be interpreted to prevent any such circumvention of its terms that would prevent Party A from receiving the compensation it would otherwise receive and in a manner that will provide maximum protection to the business expectations of Party A.

不规避。未经甲方特别书面许可，乙方不得直接或者间接地，包括利用一个第三方，规避，避免，绕过甲方与甲方的客户接触、接洽，交易或者介入甲方的客户关系；或与甲方介绍的或披露的公司、合作伙伴、个人或其它实体进行接触、接洽，交易或者建立关系。对本协议的解释，应按照防止任何对本协议条款的规避行为而导致甲方不能获得其原本能够获得的报酬，并对甲方的商业预期提供最大限度保障的方式进行。

3. Return of Materials.

Upon Party A's request, Party B will promptly return to Party A or destroy (in the case of electronically stored Information, permanently delete) all Information then in its possession or control, and all copies and tangible embodiments thereof, in whatever medium, and will certify such return or destruction in writing.

材料返还。根据甲方的要求，乙方将立即返回给甲方或销毁（在电子存储信息的情况下，需永久删除）其拥有或控制的，无论以何种媒体形式存在的所有信息，信息副本及有关实体，并将以书面形式证明返还或销毁。

4. Related Party

The provisions of this Agreement shall be applicable to Party B's affiliates, subsidiaries, subcontractors and persons related in any way to Party B ("Related Party"). Disclosure to any Related Party except as specifically approved by Party A in writing shall be treated as a violation of this Agreement. Party B agrees that its Related Party is subject to binding obligations of confidentiality. Party B's Related Party shall be informed of the confidential nature of the information. Party B shall be responsible for any breach of this Agreement by any of its Related Party.

相关方。本协议关于保密的义务规定应适用于所有乙方的关联公司、子公司，分包商以及其他与乙方相关的公司和个人（“相关方”）。除甲方特别书面许可外，对任何相关方披露秘密信息应被视为违反本协议。乙方同意其相关方应同样受本协议保密义务的约束。乙方的相关方须被告知信息的保密性质。如果乙方的相关方违反本协议，乙方均须负责。

5. Loss and compensation.

In case Party B breaches its obligations under this Agreement, Party A is entitled to remedies including but not limited to:

(1) Request Party B to immediately stop its infringement and make corresponding monetary compensation for breaching the agreement; or

(2) Request Party B to compensate 10 times the amount of its infringement income and corresponding attorney fees.

损失及赔偿。

如乙方违反本协议中的义务，甲方有权要求的补偿方式包括但不限于：

（1）要求乙方立即停止其侵权行为，并进行相应的货币化赔偿；或

（2）要求乙方赔偿其侵权所得金额的 10 倍，以及相应的律师费。

6. Governing Law and Dispute Resolution.

This agreement shall be governed by the laws of **the People's Republic of China**. Any dispute arising from or in connection with this Agreement shall be submitted to China **Shanghai International Arbitration Center (hereinafter referred to as "SHIAC")** for arbitration which shall be conducted in accordance with the arbitration rules of China **Shanghai International Arbitration Center**. The place of arbitration is [Shanghai]. The language of arbitration shall be **Chinese**. The arbitral award is final and binding upon both parties.

管辖法律。因本协议引起的或与本协议有关的争议，均提请中国上海国际经济贸易仲裁委员会（上海国际仲裁中心）（“SHIAC”）按照该会仲裁规则进行仲裁。

仲裁地点为[上海]。

仲裁语言为中文。

仲裁裁决是终局的，对双方均有约束力。

7. Language.

This Agreement is written in the English and Chinese languages.

In the event of a dispute, the Chinese language shall prevail.

语言。本协议以英文和中文书写。如有争议，以中文为准。

8. Term.

This Agreement enters into effect since the date duly signed by both Parties and the term of this Agreement is **Ten (10) Years**.

期限。本协议自双方签署之日起生效，协议的有效期限为 10 年。

9. Amendment. Any amendment or modification to this Agreement shall come into force only after a written amendment agreement is signed by the Parties.

修订。本协议任何修订或修改仅在双方签署书面修订协议后生效。

10. Entire Agreement. All investor companies and subsidiaries of the Party A will be protected by this agreement.

签约延伸。甲方的所有投资者公司和子公司均受本协议保护。

11. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

文本。本协议可签署一份或多份文本，每份文本均应被视为正本，但所有文本应共同构成唯一且相同的法律文件。

12. Mutuality. To the extent that confidential information is disseminated or exchanged by both parties, such information shall be confidential as to both parties, the Companies and the Confidant.

对等保密。如果双方交换机密信息，则此类信息都应被确保保密。

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in two (2) originals by their duly authorized representative.

兹此为证，本协议由双方正式授权代表签署了本协议的两(2)份正本，签署后立即生效。

AGREED TO AND ACCEPTED BY 接受并同意:

DISCLOSING PARTY ("Party A")

Authorized Legal Representative Signature

披露方（甲方）授权人签署:

Signature Date 签约日期:

RECEIVING PARTY ("Party B")

Authorized Legal Representative Signature & China Company Stamp

接收方（乙方）授权人签署及公司盖章:

Signature Date 签约日期: