

Non-Disclosure, Non-Use and 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):

and/与

RECEIVING PARTY ("Party B"):

接收方(乙方):

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.

秘密信息

Confidential Information includes any information, 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.

秘密信息包括与甲方的业务，运营，财务或技术相关的任何信息，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。

Confidential Information also includes but not limited to patents, trade secrets, copyrightable works, trademarks, concepts, designs, drawings, sketches, renderings, developments, improvements, packaging design, formulas, product specifications, component and accessory specifications, protocols, methods, processes, test results, intended use, samples, prototypes, customized tooling, material composition, 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，商标，概念，设计，绘图，草图，透视图，开发，改进，包装设计，配方，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，材料成分，客户，市场和产品开发计划，产品促销计划，预测，成本信息，并且还包含双方交易关系的存在，进展及协议。

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

保密，禁用，不规避

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.

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。

2.1Non-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 or significantly similar 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 or significantly similar product directly or indirectly competing with 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)销售相同或及其相似的产品; 不使用秘密信息来开发和/或销售相同或及其相似的产品直接或间接地与甲方竞争。

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

相关方

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 compensate a monetary penalty for breaching the contract at the amount of USD 50,000; or (2) request Party B to compensate the full loss and damage of Party A, including but not limited to the direct loss, indirect loss, loss of profit and attorney fees.

损失及赔偿。如乙方违反本协议中的义务，甲方有权要求的救济方式包括但不限于：（1）要求乙方赔偿违约金 50,000 美元；或者（2）要求乙方赔偿甲方的所有损失，包括但不限于直接损失，间接损失，利润损失和律师费。

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] Arbitration Commission for arbitration which shall be conducted in accordance with the arbitration rules of China [Shanghai] Arbitration Commission. The place of arbitration is [Shanghai]. The language of arbitration shall be English. 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]仲裁委员会按照该会仲裁规则进行仲裁。仲裁地点为[上海]。仲裁语言为英文。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 English language shall prevail.

语言。本协议以英文和中文书写。如有争议，以英文为准。

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

期限。本协议自双方签署之日起生效，协议的有效期限为 1 年。

This Agreement is executed by the parties as provided below.

本协议由以下双方签署。

Party A:

Address 地址:

Phone 电话:

Email 电子邮箱:

Signature 签字:

Name 姓名:

Title 职务:

Date 日期:

Party B:

乙方:

Registered Address:

注册地址:

Phone 电话:

Email 电子邮箱:

Signature 签字:

Name in Chinese 姓名中文:

Name in Pinyin 姓名拼音:

Name in English 英文名:

Title 职务:

Date 日期:

Party B Company Seal (Required):

乙方公司公章(必须)

