



Non-disclosure agreement 保密 协议

between

协议双方为

Gu Teng technology co., LTD.,

Baoan district shajing industrial park

Shenzhen, China

深圳市固腾科技有限公司

中国深圳宝安区沙井工业园（邮编：518132）

And

和

Partner

合作伙伴



1. Purpose 目的

This agreement concerns all information received by both the contractor and the client (both hereinafter known as “Partners”) in relation to requests, orders, technical questions etc. from the other respective partner.

本协议涉及承包商和客户（以下统称为“合作伙伴”）从其他相关合作伙伴处收到的与询价、订单和技术问题等相关的所有信息。

2. Definition of “information” “信息”的定义

Information is

信息是指：

- requests,
询价，
- orders,
订单，
- diagrams,
图表，
- sketches,
草图，
- data in any form,
任何形式的数据，
- samples,
样品，
- verbal information,
口头信息，
- all documents containing specific technical or commercial details.
所有包含特定技术或商业细节的文件。

This information comes under the clauses of this agreement if it is marked as “confidential”, or if the content of the information can be viewed as “confidential” based on its nature. In cases of doubt, it must be assumed that the information concerned is to be considered “confidential”, and therefore comes under the clauses of this agreement.

对于被标为“机密”或其所含内容根据其性质被认定为“机密”的信息，应按照本协议条款处理。如有疑问，也应假设相关信息应被视为“机密”，并应按照本协议条款处理。



3. Obligation 责任

The partners commit
合作伙伴承诺

a) in the event it is necessary to disclose information or excerpts thereof to third parties (e.g. subcontractors) to execute the contract existing between the parties, to ensuring non-disclosure as per the definition in this contract prior to this disclosure, imposing third parties with a duty of non disclosure in writing in accordance with this non-disclosure agreement, or, in cases of doubt, obtaining the partner's permission;

如因执行双方现行合约而需向第三方（例如分包商）提供全部或部分信息，为确保本协议中所定义的保密责任，要求第三方签订书面形式的保密协议，或者如有疑问，得到合作伙伴的批准；

b) imposing all staff, who are given access to the information or excerpts thereof, with a duty of non-disclosure in writing and in advance as per this non-disclosure agreement, insofar as suitable regulations have not already been made with staff involved with the project on an employment-contract or other contractual basis;

对于所有能够接触到本协议中提及的全部或部分信息的员工，如果其雇佣合同或其它合约中无相关保密规定，则要求此员工根据本协议规定以书面形式提前承诺保密责任；

c) taking suitable measures to ensure the staff and third parties keep the information confidential to the same extent, and only use it for contractual purposes;

采取适当的措施来确保员工和第三方在相同的程度上对信息保密，并且仅将其用于合同的目的；

d) taking suitable measures to ensure non-disclosure is guaranteed during transfers of information, e.g. Internet, email etc.

采取适当的措施防止信息在传递（例如互联网、电子邮件等）过程中被披露。

“Third parties” as stated above are companies not affiliated with the respective recipient partner.

上述的“第三方”是指与接收方无关联的公司。

4. Duration and validity 期限和有效性

This non-disclosure agreement, and the duties stated therein, applies for a period of 5 (five) years from the time it is signed by both parties. The obligation of the recipient partner to ensure confidential handling of the information provided by the other partner, as well as – unless otherwise agreed on between the partners – the returning of the information provided by the other partner, is valid indefinitely, even once this agreement has ended.

本保密协议及其项下责任自双方签字起 5（伍）年有效。接收方对另一方提供的信息的保密义务以及（除非双方另有协定）归还另一方所提供信息的义务无限期有效，即使本协议终止。



After an order/project has been completed, the partners agree on the further storage, returning or destruction of confidential documents. Should a returning or destruction of the documents not be agreed on, particularly because contractual or legal storage terms have not expired, or because a return/destruction would entail infeasible technical expenses, the partners must keep reliably ensuring that unauthorised third parties cannot view the documents concerned. This particularly applies for reproductions or copies routinely made by a partner as part of project/order execution based on valid/generally recognised regulations for data protection and guaranteeing of internal documentation and traceability. The partners imposed with the duty of non-disclosure undertake, in favour of the disclosing partner, to not further using the secured data bases/other documentation for their own purposes, insofar as no express written agreement has been made on this between the partners.

在完成一个订单/项目之后，合作伙伴将就机密文件的继续保管、归还或销毁达成一致。如果无法对文件的归还或销毁达成一致，尤其是因为合同或法律保存条款未到期，或者因为归还/销毁会产生不可行技术费用，双方必须确保未经授权的第三方无法查阅相关文件。当一方根据现行/公认规定，为保护数据和保证内部文件可追溯性而复制或复印信息，将其作为项目/订单的一部分时，上述特别适用。保密责任的承担方承诺，为保证披露方的利益，只要双方没有为此达成明确的书面协议，其不会为自身目的而使用所得到的数据库/其他文件。

This non-disclosure agreement does not apply for information which
保密协议不适用于以下信息

- has already been published at the time of its provision, or which is published after its disclosure without breaching this non-disclosure agreement,
披露时已经公开或披露后在不违反本保密协议的情况下公开的信息；
- a partner lawfully receives from a third party without breaching the duty of non-disclosure, 一方在不违反保密责任的情况下合法地从第三方得到的信息；
- has been developed by a partner after this agreement has taken effect, and irrespective of confidential information,
一方在本协议生效之后开发的信息（不论是否为机密信息）；
- is approved by virtue of a written agreement between both parties, or by a unilateral declaration from the disclosing partner,
双方通过书面协议许可或由披露方单方面宣布的信息；
- is already possessed by a partner at the time this non-disclosure agreement was signed, without breaching this agreement being breached,
一方在签署本保密协议时已经拥有且不构成对本协议违反的信息；
- which is disclosed by a partner upon official or judicial orders. However, the disclosing partner commits to suitably informing the other partner of the imminent/completed disclosure.
一方按照官方或司法命令披露的信息。但是，披露方承诺将及时通知对方此披露。

5. Proviso 限制性条款

5.1 All information provided by the respective partner remains its exclusive property. The recipi-



ent partner commits to handling and storing this carefully.

任何一方提供的所有信息属于该方的独有资产。接收方承诺将其小心地处理并保存此信息。

5.2 The documents provided by the disclosing partner must not be reproduced without this partner's approval. Should a reproduction be necessary for production, these other documents must be treated as per Point 3.

未经透露方许可，不得复制透露方提供的文件。如果因生产需要复制，应按照本协议第 3 条处理复制的文件。

5.3 The disclosure of information to the recipient party does not involve any licensing or granting of proprietary rights by the disclosing partner. The disclosing partner reserves all rights to new features originating from it, particularly in the event that patents or trademarks are granted, or utility models are registered. 披露方向接收方披露信息不表示将其所有权许可给或授予接收方。披露方保留对其所披露信息产生的新特性的所有权利，特别是在授予专利或商标、或注册新型实用专利时的所有权利。

5.4 The recipient partner may only use the information it obtains, and the know-how acquired through this, as part of the contracts, projects and individual orders arranged with the disclosing partner. The recipient partner is particularly prohibited from using the relevant information and know-how for other personal purposes, or for business relations with a competitor of the disclosing partner.

接收方只可将其获取的信息以及专业知识用于其与披露方之间的合约、项目和订单。接收方不得将该信息 and 专业知识用于其他个人用途或与其与披露方竞争对手的商业往来。

5.5 For every case of deliberate or grossly negligent infringement of one of the abovementioned obligations by the recipient partner or its assistants – under exclusion of continued offences, the disclosing partner is entitled to enforce a contractual penalty of up to USD 20,000.00

(in words: twenty thousand US dollars) on the recipient partner. Further compensation claims raised by the disclosing partner for infringement are not affected by this; enforced contractual penalties must, however, be credited against damage compensation claims.

如果接收方或其助理有意或无意违反上述任何义务（不包括连续违反的情况），其应向披露方支付最高为 20000 欧元（大写：贰万欧元）的违约金。接收方有权要求披露方给予进一步赔偿；但是，违约金必须按照损害索赔进行支付。

5.6 A partner's duty to enter into a further contractual obligation, particularly to award/receive orders, is not justified by this non-disclosure agreement.

本保密协议禁止任何一方签订其它协议，特别是与授予/接收订单相关的协议。



6. General clauses 基本条款

6.1 This agreement is exclusively subject to the procedural and substantive law of the international sale of goods (CISG).

本协议仅受标准《联合国国际货物销售合同公约》（CISG）管辖。

6.2 The parties agree on Shenzhen as the place of jurisdiction for any disputes arising from this agreement and its execution, unless another place of jurisdiction is mandatorily established by law.

双方同意，因本协议及其执行而产生的任何争议在深圳解决，除非法律规定其它地点。

6.3 Changes and amendments to this agreement must be in writing. This written form requirement can also only be waived in writing. Should a clause of this agreement be or become invalid or infeasible, this does not affect the validity of the rest of this agreement. The invalid clause shall be replaced by one as close as possible to the economic purpose hereby pursued by the partners. The same applies in the event of a legal loophole.

本协议应以书面形式变更和修订。上述要求只可以书面形式放弃。本协议任何条款的无效或不可行不影响本协议其他条款的效力。双方应以最接近其在本协议下经济目的的新条款替换此无效条款。上述同样适用于法律漏洞的情况。

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(Place) (Date)

(地点) (日期)

.....
(Place) (Date)

(地点) (日期)

.....
Gu Teng technology Co., Ltd

深圳市固腾科技有限公司

.....
Partner

合作伙伴