



# Irrevocable Non-Disclosure Agreement

Commercial Confidential to the Parties

商业保密协议

This Agreement sets out the relationship between the parties insofar as the party's intentions to exchange confidential information from time to time. The parties irrevocably agree to keep secret all confidential information of the other party. This agreement constitutes a legally binding agreement between the parties, the terms of interpretations of the legal connotations of specific words these shall be as defined in the latest edition of Blacks Legal Dictionary as of the time of this agreement and no other.

此协议规定了不时需要交流保密信息的各方的关系。一方无条件地同意对另一方的提供的信息保密。本协议规定了双方的法律责任和义务，本协议涉及到的专业术语的定义或解释仅以协议签定时的最新版本的法律辞典（Blacks Legal Dictionary）为准。

Whereas after mutually beneficial discussion the parties undersigned agree to enter into this agreement.

双方基于互利的基础上签定此协议，具体条款如下：

## 0.1 The Parties. 协议双方

0.1.0 [Insert name of company] hereinafter referred to as "Party A" [Insert address of company].

[在此键入公司名称] 以下称甲方，公司地址在 [在此键入公司详细地址]。

0.1.1 [Insert name of company] a company incorporated under the law and Jurisdiction of the [Insert Law Country] and having a registered business address at [insert address] hereinafter referred to as "Party B"

公司，按照国家的法律合法成立，其法定地址为：  
以下称乙方。

Whereas for good and sufficient consideration the parties hereby warrant to the other. 基于良好及全面的考虑，双方签定以下协议。

The parties agree that prior to, during, and after negotiations leading to, or not to, formal contractual relationships between the parties, that information which is both privileged and confidential maybe passed between the parties. The information in any form will remain the Intellectual Property of the disclosing party without expiration of time.

双方同意在谈判之前，谈判过程中或谈判之后，无论双方是否签定正式合同，涉及到双方交流过的有关专利权或保密性质的信息，无论此种信息是以何种方式传递，告之信息的一方将无都具有知识产权，

## 2.0 Definitions 定义

2.1 Intellectual Property shall mean, any and all information regarding a product or products, the manufacturing or build instructions of that product, technical data in any format, drawings on any media, SPC or Analytical data or method, plans, brand name, product name, commercial information including market share, business plans, marketing or advertising material, trading partners,

The Information contained in this document is privileged and confidential to the parties, and shall remain confidential after termination of this agreement for a period of 3 years thereafter.



suppliers, and pricing, whether transmitted verbally or written, email, or by other electronic means.

知识产权即，任何关于产品的信息，产品制作方法，任何格式的技术数据，任何形式的图纸，SPC 或分析数据方法，设计图，品牌，产品名称，商业信息包括市场份额，商业计划，市场营销或广告材料，贸易伙伴，供应商，或产品定价，无论是以口头，书面，电子邮件或任何电子形式。

- 2.2 Trade Mark shall mean any logo, trade mark, brand name, product name or any item which identifies the product to the disclosing party and is hereby acknowledged as the disclosing parties IPR.  
商标是指，任何标识，商标，品牌，产品名称，或任何用来区分产品的项目。
- 2.3 Build Instructions shall mean, any manufacturing instruction, which defines or demonstrates the process of construction of any product or part thereof.  
制作方法是，任何规定或阐述了产品或部件的生产制作过程。
- 2.4 Confidential shall mean, any of the above and other information not residing in the public domain, whether or not so marked confidential.  
保密是指，以上任何信息不得泄漏给公众，不论是否标注为保密。
- 3.0 **Obligations of Non-Disclosure** 保密义务
- 3.0.1 All disclosed information shall be treated by the receiving party with no less care then if such information was their own.  
接收信息的一方应将所有得到的信息视为像自己的信息 一样来保密。
- 3.0.2 The receiving party will effect a management process for the safe keeping of the disclosing parties information, this process will be audited to the satisfaction of the disclosing party at any time, further the receiving party will effect an employee non-disclosure agreement with its employees and will ensure that the disclosing parties confidential information shall only be passed to individual employees on a need to know basis.  
基于安全的考虑，接收信息的一方应对保密信息制定具体的管理办法，发送信息的一方可在任何时候对其执行情况进行审查。另外接收信息的一方应与其员工签定保密协议并且确保保密信息只能因为工作需要而必须传递给其员工。
- 3.0.3 The receiving party shall as under 3.0.2 ensure that such employee non-disclosure agreement is sufficiently enforceable under the law and jurisdiction of the receiving parties country and represents significant deterrent value and punishment if so found to be disclosed by an employee of the receiving party whether or not that employee remains employed by the receiving party.



接收信息的一方应确保在本协议的 3.0.2 条款下与其员工签定的保密协议在其国家有足够的法律效力和权限，并能充分体现其震慑力和惩罚性。一旦发现其员工将此保密信息泄漏，此员工是否还能继续被雇用。

- 3.0.4 In the case of such unlawful disclosure the disclosing party shall hold the receiving and or the employee jointly or severally liable.**  
如果此类保密信息发生非法 泄漏，发出信息的一方将视接收信息的一方有连带责任或各自都承担责任。
- 3.0.5 It is a condition of this agreement that no copies of the disclosed information are made howsoever without the express permission of the disclosing party.**  
根据本协议不得将批漏的信息进行复制除非得到信息发出方的同意。
- 3.0.6 In the event that confidential information needs to be passed to a third party (supplier) then the party to which the confidential information belongs shall have full and final say as to the extent of the disclosure, not withstanding any condition of this agreement, a separate non-disclosure agreement between all three parties will be enacted PRIOR to any disclosure.**  
如果保密信息需要传递给第三方（供应商），信息批漏的程度将由此信息的原始所有一方决定，并不得与本协议有任何冲突，在批漏之前三方应签定另外一个保密协议。
- 3.0.7 Should the original receiving party fail to effect such agreement and discloses information belonging to the disclosing party in the first instance, then this shall be considered a serious breach of contract.**  
如果最先接收信息的一方违反此协议将保密信息泄漏，将被视为一次严重的违反合同。
- 3.0.8 It is the responsibility of the receiving party to ensure that the disclosing parties confidential information is kept safe and un-compromised while such information is in its possession, it shall inform within 5 working days the disclosing party if it believes that or knows that any of the disclosing parties confidential information has been or about to be passed whether internationally or not to any third party without a said enforced non-disclosure agreement for what ever purpose.**  
接受信息的一方有责任在拥有保密信息时，确保其安全。并且在得知或认为任何保密信息在没有法律效力的保密协议签定之前，将传递给第三方或外国，应在 5 天之前告知信息的发出方。
- 3.0.9 In the case of unlawful disclosure the burden of proof lies with the receiving party and not with the disclosing party, thus the receiving party must prove that it has not caused such unlawful disclosure by its negligence or by intention to defraud the disclosing party of its rights of property.**  
如果有证据表明接收信息的一方非法泄露保密信息，那么接受信息的一方必须证明不是由于其疏忽或故意而侵犯发出信息一方的权利。



3.0.10 In the case of confidential information been of a generic nature then it shall survive this or any individual agreement until such time that it becomes in the public domain.

在此协议中的保密信息将随本协议或其他已达成的协议 长期生效直到其变成公共信息。

3.0.11 The disclosed information is intended to be for the sole purpose of enabling business between the parties, whether for an individual project or multiple projects, the receiving party unreservedly agrees that it shall not copy, make use off, assimilate or otherwise any of the disclosed information for its own purpose or others not party to this agreement, in addition the receiving party irrevocably acknowledges the rights of intellectual property ownership of the disclosing party. 在本协议中所批漏的信息只能用与协议双方之间的商业合作, 无论此合作是单个项目还是多个项目, 接收信息的一方应毫无保留地同意不将接收的信息复制, 使用或吸收用于自己一方或协议中没有规定的其他方的用途。另外接收信息的一方必须无条件地承认发出信息一方对此信息拥有的知识产权。

3.0.12 At the termination of any agreement, contract or if found that the parties can not conclude their negotiations then all disclosed information will be returned to the disclosing party without exception, in the case of electronic data it shall be erased from all storage media and a conformation letter stating that the information has been destroyed will be issued by the receiving party.

在协议或合同终止时, 或者双方没能达成任何协议, 那么相关的信息必须毫无例外地归还给发出信息的一方, 对于以电子形式传递的信息应该被全部删除, 并且接收信息的一方需要出具一份保证书保证已将所有的信息都删除。

3.0.13 In the case of 3.0.12 the conformation latter will survive this agreement for a period of two years thereafter.

关于 3.0.12 条款中的保证书将会在此协议签定后的两年内有效。

#### 4.0 **Breach of Agreement 违约**

4.0.1 It is agreed that the unlawful disclosure of confidential information may cause significant commercial damage to the disclosing party, and as such may not be adequately compensated by financial means alone.

双方一致同意, 非法泄露的信息对于发出信息的一方将会造成重大的商业损失, 而经济赔偿是不足以赔偿对方的损失的。

4.0.2 In the case of a breach of this agreement the disclosing party may seek financial compensation without limit; however it shall not be less then the estimated sales value of the product for a period of 2 years or US\$100,000, whichever the higher.



如有违约发出信息的一方可以要求没有上限的经济赔偿，然而将不会少于此项产品在两年内估计所产生的经济效益或 **100,000 美金或更高**。

4.0.3 During any period that the disclosing party feels that a breach of agreement has occurred or is about to, then it shall request in writing that the disclosed information be returned or destroyed as of the condition in 3.0.12.  
无论何时如果发出信息的一方认为有违反本协议的情况发生或将要发生，将有权以书面形式要求归还批露的信息或将此删除按照 3.0.12.条款的规定。

4.0.4 If found that the receiving party knowingly passes the disclosed confidential information with the intention of defrauding the rightful owner of the confidential information this is considered a serious breach of agreement and the disclosing party may at its sole discretion take whatever legal action it sees fit.

如果发现接收信息的一方故意欺骗合法拥有此信息的一方而泄漏保密信息，此种行为将被视为严重的违约。发出信息的一方将会根据自己的判断采取任何视为合适的法律手段。

4.0.5 For clarity, unlawful in respect to the disclosure of information shall mean the passage of the confidential information or part thereof, to any person who has not signed an agreement of non-disclosure, this is therefore deemed for the purpose of this agreement to be a breach of agreement.

关于非法泄露保密信息是指，将全部或部分保密信息传递给任何一个并没有签定保密协议的人，此种行为将被视为本协议下的违约。

## 5.0 **Settlement of disputes.** 争端的解决方法

5.0.1 Any dispute resulting from the enactment of this agreement should first be settled through discussion if however no agreement to the dispute or settlement can be found in 40 days form the notification in writing of a dispute, then the dispute shall be submitted to a court for judicial review.

对于本协议条款的任何争议，双方应首先通过协商解决。如果协议中没有规定结决办法或双方无法在 40 天内以书面形式达成协议，那么此争议可上交法庭以法律手段解决。

5.0.2 If found by a court that the dispute constitutes a breach of the agreement then the conditions of paragraph 4.0.2 shall apply.

如果法庭认为此项争议构成违约，那么本协议下的 4.0.2 条款适用。

5.0.3 In the case of legal fees, expert witness fees, accommodation expenses, travel costs or fees payable for the prosecution of disputes these will be born by the losing party.

对于由此而产生的法律费用，专家鉴定费用，生活开支，旅行费用及其他相关费用应由败诉一方承担。



**6.0 Law and Jurisdiction 适用法律及司法**

- 6.0.1 In the case of unlawful disclosure the case shall be submitted to the court in whose jurisdiction such unlawful disclosure occurred.  
对于非法信息泄露的争议将交由此争议的发生地的法院处理。
- 6.0.2 In the case of infringement of intellectual property rights, the case shall be submitted to the court in the country of the owner of the IPR.  
对于涉及到知识产权侵犯的案件应交由拥有此知识产权的一方的法庭审理。
- 6.0.3 In all cases both parties irrevocably agree to be bound by this clause. If in China then conditions of anonymity of the law regarding IPR registration shall not apply to this agreement.  
双方同意所有的争议都适用于本协议。如果在中国有一些关于知识产权登记的不详的法律条款，将不适用于本协议。
- 6.0.4 Both the disclosing party and the receiving party hereby agree that Trade Mark laws and the protection of IPR shall apply as defined in the Madrid and Paris conventions respectively and conditions of IPR and Trade Mark Laws as defined in China do not apply to this agreement.  
双方一致同意协议适用分别在马德里大会上通过的商标法和在巴黎大会上通过的知识产权保护法，而中国的商标法和知识产权保护法将不适用本协议。

**7.0 Language 语言**

- 0.7.1 This contract is written in English and Chinese, in the case of inconsistency then the English text shall prevail.本协议以英语和中文两种语言写成，如有任何冲突以英语文本为准。

Signed By 甲方

Signed by 乙方

.....  
.....

This agreement is made and enacted on this .....day of .....in the year.....  
**签定时间:**