

NON-DISCLOSURE AGREEMENT

不披露协议

THIS AGREEMENT is made as of the day of 2023
本协议由 _____. _____. 2023

Between:
介:

1. [], whose business address is located at []
]; and
 1. [甲方名称], 其营业地址位于[指定地址];
 2. [*Name of Party B* –]; whose business address is located at [*Specify address*];
 2. [乙方名称], [指定地址, 其营业地址位于];

(hereinafter individually referred to as “party”, and together referred to as “the parties”)
(以下分别简称为“甲方”，统称为“双方”)

Recital. This mutual non-disclosure agreement relates specifically to a [] that is the subject matter of information to be supplied by Furnishing Party to Receiving Party.

注. 这种互不披露协议具体涉及到一个[说明项目，例如潜在的工厂投资在中国江苏省吴江市，是提供信息的接收方的题材。

The parties hereby agree as follows:
各方在此达成协议如下:

In this AGREEMENT, unless the context otherwise requires or expressly provides, the following words shall have the following meanings respectively:

在本协议中，除非文义另有所指，或明文规定，下列词语具有以下涵义：

- | | | |
|----|----------------------------|--|
| 1. | “Confidential Information” | means any information disclosed by either party or its Personnel to any or all of the other parties or its/their Personnel, whether disclosed orally, in writing, or in any other medium relating to any proprietary information or systems, programs, data, trade secrets, materials of whatever description, copyrights, patents, know-how or other proprietary or intellectual property rights of the Furnishing Party; |
| 1. | “机密信息” | 指任何一方或其人员披露任何信息，无论是口头披露，以书面形式或在其他任何媒体的任何专有信息或系统，程序，数据，商业秘密有关的任何或所有其他政党或/及其人员，材料的无论任何的描述，版权，专利，都知道-如何或其他专有的或智力的的物业的甲方所拥有的信息的权利; |
| | “Personnel” | means any employee, contractor, consultant, principal, shareholder, advisor, officer or other personnel of a party; |
| | “人事” | 指任何雇员，承包商，顾问，校长，股东，顾问，行政人员或其他人员的一方; |
| | “Defined Purpose” | means any business discussions, correspondence or negotiations held between the parties for the purpose of evaluating a business |

“定义的目的”	transaction between the parties, and any other purpose that the parties may agree to in writing from time to time; 指任何业务讨论，书信或各方之间的谈判为目的的评估业务交易双方之间的，和任何其他的目的，双方可能不时以书面同意；
“Furnishing Party”	means the party who furnishes Confidential Information to any or all of the other parties;
“甲方所拥有的信息”	是指一方任何或所有其他各方提交的机密信息；
“Receiving Party”	means the party who receives Confidential Information from the Furnishing Party.
“接收方”	指接收机密信息。

In this agreement, reference to the plural shall include the singular and vice versa.
在本协议中，参考复数应包括单数，反之亦然。

2. **Acknowledgement.** The Receiving Party acknowledges and agrees that the Confidential Information, including any Confidential Information disclosed by the Furnishing Party or its Personnel to the Receiving Party or its Personnel prior to the date of this agreement is confidential and proprietary to the Furnishing Party, that the Receiving Party has no proprietary interest therein whatsoever and that the Confidential Information shall be treated as set out below.
鸣谢。接收方承认并同意，接收甲方的机密信息，包括设备一方或其人员披露任何保密信息的接受方或其人员本协议日期前是甲方所拥有的信息的机密和专有没有专有权益，并应视为保密信息载于下文。
3. **Obligations of Receiving Party.** In consideration of the Furnishing Party agreeing to disclose further Confidential Information to the Receiving Party, the Receiving Party hereby irrevocably undertakes that it shall, and shall use all reasonable endeavours to ensure that its Personnel shall keep all Confidential Information in its possession and hold the Confidential Information in confidence and in particular shall:
接收方的义务。在考虑甲方所拥有的信息同意进一步机密信息透露给接收甲方，接收方在此不可撤销地承诺，其将须尽一切合理努力确保其人员应保持在其身上所有的机密信息，并保持机密信息保密，尤其应：
 - (a) not use any of the Confidential Information in any way other than for the Defined Purpose;
不得使用任何机密信息以外的其他任何方式定义的目的；
 - (b) not disclose the Confidential Information to any third party unless the Receiving Party has obtained that third party's agreement to abide by the terms of this Agreement without the prior written consent of the Furnishing Party except as required by law and shall grant limited access to the Confidential Information to only such of its Personnel as need to know the same for the furtherance of the Defined Purpose;
不透露给任何第三方的机密信息，除非接收方已经获得，第三方的协议，以遵守本协议的条款没有的事先书面同意的甲方所拥有的信息除了为需要通过法律和应授予有限的访问保密信息，只有这样其人员需要知道同样的赞助定义的目的；
 - (c) take such precautions and make such arrangements as are reasonably necessary to protect the Confidential Information, including without limitation requiring all third parties given access to any of the Confidential Information pursuant to Clause 3(a) above to sign an undertaking of confidentiality and non-use comparable in scope and duration to that set out in this Agreement.

采取这样的预防措施，并作出这样的安排是合理必要的保护机密信息，包括但不限于根据第 3 条（a）项签署一份承诺书，在本协议中所载保密要求所有第三方获得的任何保密信息非使用的范围和持续时间相媲美。

- (d) not make or have made any copy, record or duplication of any of the Confidential Information disclosed or reduce it to writing or in any medium, if disclosed orally, except as is reasonably necessary for the Defined Purpose and as expressly approved in writing by the Furnishing Party.

不得作出或已作出的任何机密信息透露任何复制，记录或复制或减少，以书面形式或在任何媒介，如果口头披露，除定义的目的是合理必要的甲方所拥有的信息明确书面许可。

4. **Survival.** Subject to Clause 9 and as may be provided in any other agreements between the parties in relation to the Defined Purpose, the parties' obligations in Clause 3 shall survive any termination of their rights to use the Confidential Information or any part of it for the Defined Purpose and withdrawal of the whole or any part of the Confidential Information from the Receiving Party's possession by the Furnishing Party shall not affect the Receiving Party's said obligations.

生存。第 9 条款可能提供的任何其他协议当事人之间的关系来定义的目的，第 3 条中各方的义务，他们的权利不受任何终止使用保密信息或它的任何部分的定义目的撤回全部或任何部分从接收方的藏甲方所拥有的信息的机密信息，不得影响接收方的上述义务。

5. **Release of Obligations.** The Receiving Party's obligations in relation to any part of the Confidential Information shall not apply or shall cease to apply (as the case may be) in accordance with Clause 6, to the extent that such part of the Confidential Information is publicly available or otherwise in the public domain at the time of disclosure to the Receiving Party or subsequently becomes publicly known other than through the act or default of the Receiving Party or any of its Personnel.

解除义务。接收方的义务，在有关机密资料的任何部分应不适用或不再到应用的情况下可能是按照第 6 条，程度等机密信息的一部分，是公开可用的或以其他方式在公共领域，在接收方披露或随后的时间成为公众所知，不是通过接收方或任何其人员的行为或违约。

6. **Return of Confidential Information.** At the Furnishing Party's request the Receiving Party shall promptly deliver or cause to be delivered to the Furnishing Party and at the Furnishing Party's cost all papers, documents, tapes, photographic material, computer storage media and other material containing the Confidential Information or any specified part of it supplied to the Receiving Party under this Agreement together with any copies or extracts thereof or computerised record or record in writing or otherwise of orally transmitted Confidential Information, which have been made (whether or not in breach of this Agreement);

保密信息的归还。在甲方所拥有的信息的要求接收方应及时提供或安排到被交付到甲方所拥有的信息和甲方所拥有的信息的成本所有文件，文件，磁带，感光材料，计算机存储介质及其它材料包含的机密信息或任何指定部分它提供给接收方根据本协议连同任何副本或摘要或电脑记录或记录在书面或其他方式口头传播机密信息，已作出（不论是否违反本协议）；

7. **No Waiver.** No relaxation, forbearance or delay by the Furnishing Party in enforcing any of the terms of this Agreement shall prejudice, affect or restrict the Furnishing Party's rights or constitute a waiver of such rights or of a breach (unless the Furnishing Party waives a breach or a right in writing), nor shall a waiver by the Furnishing Party of any breach or right operate as a waiver of any subsequent or continuing breach thereof.

没有豁免。甲方所拥有的信息在执行本协议的条款没有放松，忍或延迟损害，影响或限制甲方所拥有的信息的权利或构成放弃这种权利或违反（除非甲方所拥有的信息放弃违反或一个以书面权），亦不得放弃任何违反甲方的设备或正常运作豁免持续违反其任何后续操作。

8. **Damages.** The Receiving party acknowledges that in event of a breach of this Agreement, damages may be an inadequate means of redressing any loss damage suffered by the Furnishing Party. The Furnishing Party in its sole discretion is entitled to seek any injunctive or other equitable form of relief it deems necessary.

损害赔偿。接收方承认违反本协议的事件，损害可能是一个纠正甲方所拥有的信息所遭受的任何损失，损害的手段不足。甲方所拥有的信息在其自行决定，有权寻求其认为必要的任何禁令或其他公平的救济形式。

9. **Restrictions.** The restrictions contained in this agreement are considered to be reasonable by the parties but in the event that any such restriction shall be found to be void but would be valid if some part were deleted or the period or area of application reduced such restriction shall apply with such modifications as may be necessary to make it valid and effective.

限制。本协议中包含的限制被认为是由当事人合理的，但在发生任何这种限制将被发现是无效的，但如果某些部分将是有效的时期或领域的应用被删除或减少这样的限制应适用于这样的修改可能是必要的，使其有效及生效。

10. **Remaining Provisions.** In the event that any of the provisions of this agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired.

余下条文。在本协议的任何规定不得以任何理由被裁定为无效，非法或不可执行的，本协议的其余条款应不受损害。

11. **Governing Laws.** This Agreement shall be governed by and construed in accordance with the laws of [Country / State] and the parties hereby submit to the non-exclusive jurisdiction of the courts of [Country / State].

适用法律。本协议应受根据[国家/州的法律解释和有关各方特此提交[国家/州法院的非专属管辖权。

12. **Period in Force.** This Agreement shall remain in force for a period of one (1) year from the date hereof.

期间生效。本协议的规定继续有效，由本公布日期为一（1）年期。

IN WITNESS WHEREOF, the parties hereto execute this Agreement on this ____ day of _____, 2023

兹证明，本协议各方执行本协议，在此____日____，2023

每页：

每页：

甲方获授权签署人
Party A Authorised Signature

乙方获授权签署人
Party B Authorised Signature

名字：_____
Name

名字：_____
Name

职位：_____
Position

职位：_____
Position