NON-DISCLOSURE AGREEMENT
保密协议

This Non-Disclosure Agreement is made effective upon the acknowledgement and agreement by the User ("Receiving Party") to the terms herein, as facilitated through J&T System operated by:
本保密协议在用户（＂接收方＂）确认并同意本协议条款后生效，并通过由：

J&T Express (Malaysia) Sdn. Bhd. [Company Registration No.: 201801001480 (1263493-K)], a company incorporated in Malaysia, having its place of business at 19th Floor Mercu 3, KL Eco City, Kampung Haji Abdullah Hukum, Kuala Lumpur, Wilayah Persekutuan. (Hereinafter referred to as "J&T Express") of the one part; and
一方为 J&T Express (Malaysia) Sdn. Bhd. [公司注册号：201801001480 (1263493-K)]，一家在马来西亚注册成立的公司，营业地点位于 19th Floor Mercu 3, KL Eco City, Kampung Haji Abdullah Hukum, Kuala Lumpur, Wilayah Persekutuan。（以下简称＂Disclosing Party"）；及

(the "Disclosing Party" and the "Receiving Party" as herein defined shall collectively referred to as "the Parties").
以下统称为＂双方＂。

WHEREAS:
鉴于：

1. The Receiving Party has access and use the J&T System for the Purposes.
    接收方可访问并使用 J&T 系统。

2. The Disclosing Party, by granting to the Receiving Party access and use of the J&T System, will enable the Receiving Party to gain access to sensitive and confidential information such as customer personal data, order details, logistics and delivery processes, and other proprietary data critical to the operation of courier business conducted by J&T or J&T authorized agents.
    披露方通过允许接收方访问和使用 J&T 系统，将使接收方能够访问敏感和机密信息，如客户个人数据、订单详细信息、物流和交付流程，以及对 J&T 或 J&T 授权代理人开展快递业务至关重要的其他专有数据。

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:
因此，考虑到本协议中包含的相互承诺和契约，以及其他良好和有价值的对价，双方特此确认已收到并充分接受，特此达成如下协议：

1.   **DEFINITIONS 定义**

In this NDA and the schedules thereto, if any, the following words and expressions shall have the following meaning –
在本保密协议及其附表（如有）中，以下词语具有以下含义—

1.1   "Confidential Information" means any information, whether disclosed by the Disclosing Party to the Receiving Party prior to or hereafter, containing technical, business, marketing, planning, policy, project management, know-how, pricing, and other information, data or solutions of whatsoever nature, in written, oral, digital, magnetic, photographic and/or any other forms, including but not limited to:-

"保密信息" 系指披露方此前或之后向接收方披露的任何信息，包括技术、业务、营销、规划、政策、项目管理、专有技术和其他任何性质的信息、数据或解决方案，包括以书面、口头、数字、磁性、照片和/或任何形式。包括但不限于: -

(a) any information designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary for the Purpose. This also includes all other proprietary information disclosed by the Disclosing Party through the J&T System or where the User can obtain from the J&T System through its access or use by J&T or any of the User.

任何以书面形式指定为机密的信息，或根据其性质旨在为接收方所知的信息，或在保密情况下口头提供的信息，或迅速以书面形式确认已为本协议目的披露为机密或专有信息。此外，还包括通过 J&T 系统披露的所有其他专有信息，或用户通过使用 J&T 或任何用户的访问或使用 J&T 系统而获得的信息。

(b) the current, future and proposed products or services of Company as well as financial, technical, research, operational, sales and marketing information related thereto;

公司当前、未来和拟议的产品或服务以及与之相关的财务、技术、研究、运营、销售和营销信息；

(c) trade secrets, business plans, business forecasts. strategies, budgets, prices and costs, financial statements, research sales and distribution arrangements and the identity of contractors and suppliers; and

商业秘密、商业计划、业务预测、策略、预算、价格和成本、财务报表、研究销售和分销安排以及承包商和供应商的身份；以及

(d) any information regarding the skills and compensation of employees or contractors of Company.

有关公司员工或承包商技能和薪酬的任何信息。

1.2 "Disclosing Party" means J&T Express (Malaysia) Sdn Bhd;
"披露方" 系指 J&T Express (Malaysia) Sdn Bhd；

1.3 "Purpose" or "Purposes" means any acts, omissions, processes or procedures contributing to the overall process of provision of courier services by J&T Express (Malaysia)_Sdn Bhd, including not limited to, instances such as User placing orders in the J&T System to facilitate courier operations, managing logistics, tracking shipments, and coordinating with J&T or J&T authorized agents;
目的" 或 "目的们" 指的是对 J&T Express (Malaysia) Sdn Bhd 提供快递服务的整个过程做出贡献的任何行为、疏忽、流程或程序，包括但不限于，例如用户在 J&T 系统中下订单以促进快递运营、管理物流、追踪货物以及与 J&T 或 J&T 授权代理商协调等情况。

1.4 "Receiving Party" means any persons who is receiving Confidential Information under this Agreement; it shall include J&T's authorised agents, business partners, customers, Business Partner(s), principal account users of the J&T System, and any persons having access to or

using the J&T System. Specifically, it also encompasses sub-account users who are granted access by the principal account users. The principal account users are responsible for ensuring that sub-account users comply with the terms of this Agreement; and

接收方″系指根据本协议从另一方接收保密信息的任何一方。这包括 J&T 的授权代理商、商业伙伴、客户、J&T 系统的主账户用户以及任何有权访问或使用 J&T 系统的人员。特别地，它还包括由主账户用户授予访问权限的子账户用户。主账户用户负责确保子账户用户遵守本协议的条款。

1.5 "J&T System" means any applications or mobile applications provided by Disclosing Party for the Purpose, including but not limited to the systems entitled JMS System, J&T Malaysia App, J&T Portal, J&T VIP and any other related application to carry out the Purpose.

"J&T 系统″ 系指披露方提供的应用程序，包括但不限于 JMS 系统、J&T 马来西亚应用程序、J&T 门户、J&T VIP 以及任何其他相关应用程序，以实现目的。

2. **<u>NON-DISCLOSURE OF CONFIDENTIAL INFORMATION</u>**

Confidential Information disclosed by the Disclosing Party shall be used, consumed, utilised and in whatever ways by the Receiving Party solely for the Purpose.

接收方无论以任何方式使用、消耗、利用披露方提供的保密信息，将仅用于上述目的。

3. Confidential Information is proprietary to the Disclosing Party and is, and shall remain, the property of the Disclosing Party.

保密信息是披露方的专有财产，是并将继续是披露方的财产。

4. No tangible forms of Confidential Information shall be copied, in whole or in part, without the prior written consent of the Disclosing Party, save and except for a reasonable number of copies necessary to carry out the transactions contemplated in relation to the Purpose.

未经披露方事先书面同意，不得全部或部分复制任何有形形式的保密信息，但为执行与本协议目的有关的预期交易所需的合理数量的副本除外。

5. In relation to Confidential Information of the Disclosing Party, the Receiving Party undertakes –

对于披露方的保密信息，接收方承诺：

(a) to maintain Confidential Information in strict confidence;

对保密信息进行严格保密；

(b) to use Confidential Information solely for the Purpose only and for no other purpose;

仅为本协议目的而使用保密信息，不得用于其他目的；

(c) to refrain from copying, reproducing and reducing to writing or any other form of recording any part thereof except as may be reasonably necessary for the Purpose;

除非为本协议目的合理需要，否则不得仿制、复制或将其任何部分缩减为书面或任何其他形式的记录；

(d) to refrain from disclosing Confidential Information whether to its employees or third parties except to such of its employees and third parties only who have a need to know or whose services are appropriately required in connection with the Purpose and where disclosure is made to third parties, it is made upon the undertaking to comply with the confidentiality and non-disclosure obligations of this NDA; and

不向其员工或第三方披露保密信息，但仅向其员工和有必要知道或其服务与本协议目的有关的第三方披露保密信息，且向第三方披露的前提是承诺遵守本保密协议的保密和不披露义务；及

(e) to apply no lesser security measures and degree of care thereto than those which the Receiving Party applies to its own confidential or proprietary information and which the Receiving Party warrants as providing adequate protection on such information from unauthorized use or disclosure.

对保密信息采取的安全措施和谨慎程度不低于接收方对其自己的保密或专有信息采取的安全措施和谨慎程度，且接收方保证对该等信息提供充分保护，使其免遭未经授权的使用或披露。

(f) to refrain from disclosing and redeveloped similar products based on the concepts, methodology and source code to any parties without J&T Express consent.

未经 J&T Express 同意，不得向任何方披露或重新开发基于概念、方法和源代码的类似产品。

6. The Receiving Party agrees that it is not permitted to sell, license, develop or otherwise exploit any parts, products, services, documents or information which embody in whole or in part any Confidential Information save and except as contemplated by this NDA.

接收方同意，除本保密协议规定外，其不被允许出售、许可、开发或以其他方式利用保密信息中的全部或部分部件、产品、服务、文件或信息。

7. No confidentiality and non-disclosure obligations of the foregoing provisions shall apply if, and to the extent that Confidential Information –

上述对保密信息的保密和不披露义务不适用于以下情形—

(a) already known by the Receiving Party prior to its receipt from the Disclosing Party;

接收方在收到披露方的信息之前已经知道的信息；

(b) is or becomes part of the public domain and widely available other than by breach of the obligations of the Receiving Party herein;

除非违反接收方在本协议中的义务，该信息属于或成为公共领域的一部分，并可广泛获得；

(c) is lawfully received by the Receiving Party from a third party; or

接收方从第三方合法接收的信息；或

(d) is disclosed by operation of law provided the Receiving Party notifies the Disclosing Party of such requirement promptly and the Disclosing Party is allowed to file for or obtain a protective order or otherwise proceed to protect the interests of the Disclosing Party under applicable law.

如果接收方及时通知披露方该等要求，且允许披露方根据适用法律申请或获得保护令或以其他方式保护披露方的利益，则该等信息应依法披露。

8. In the event that similar information or materials to the Confidential Information has been independently developed by the Receiving Party through other arrangement with other party or person, the Receiving Party agrees to refrain from disclosing any fact, similarity or difference exists between the Confidential Information and the independently developed information and materials.
如果接收方通过与其他方或个人的其他安排独立开发了与保密信息类似的信息或材料，则接收方同意不披露保密信息与独立开发的信息和材料之间存在的任何事实、相似或差异。

9. Confidential Information disclosed by the Disclosing Party herein and all copies thereof, in whole or in part, on all media, shall be returned to the Disclosing Party by the Receiving Party within two (2) days upon despatch or delivery of notice from the Disclosing Party.
披露方在本协议项下披露的机密信息及其在所有媒介上的全部或部分副本，应在披露方发出或交付通知后两（2）日内由接收方归还给披露方。

10. The disclosure of Confidential Information herein shall not be construed as the granting of a licence under any patent, copyright, trade secret or other proprietary right by the Disclosing Party to any party or person or implying any obligation other than specifically stated herein.
本协议中保密信息的披露不应被解释为披露方向任何方或个人授予任何专利、版权、商业秘密或其他专有权利的许可，或暗示除本协议明确规定外的任何义务。

11. The obligations of the Parties under this NDA shall be effective from the Effective Date and shall remain in force for five (5) years from the Effective Date.
双方在本保密协议项下的义务自本保密协议签署之日（"生效日"）起生效，并自生效之日起五（5）年内持续有效。

12. The Receiving Party agrees that no monetary damages shall be sufficient to avoid or compensate the unauthorized use or disclosure of Confidential Information and that injunctive relief would be appropriate to prevent any actual or threatened use or disclosure of such Confidential Information.
接收方同意，金钱赔偿不足以避免或补偿未经授权使用或披露机密信息的行为，并且可适用禁令救济以防止对该等机密信息的任何实际或威胁使用或披露。

13. This NDA shall apply to Confidential Information that may have been provided to the Receiving Party prior to the date of this NDA.
本保密协议适用于在本保密协议日期之前可能已提供给接收方的保密信息。

14. The Receiving Party shall indemnify, defend, and hold harmless the Disclosing Party and its affiliates, officers, agents, employees, and permitted successors and assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, arising out of or resulting from any breach of this Agreement, including but not limited to the unauthorized use or disclosure of Confidential Information.
接收方应赔偿、保护披露方及其附属公司、官员、代理人、员工以及允许的继承人和受让人，使其免受任何和所有损失、损害、责任、不足、索赔、诉

讼、判决、和解、利息、裁决、处罚、罚款、成本或任何类型的费用，包括合理的律师费，因违反本协议而产生的，包括但不限于未经授权使用或披露保密信息。

15. The principal account user of the J&T System shall be specifically responsible for indemnifying the Disclosing Party for any breaches of this Agreement that arise out of or relate to the actions or omissions of any sub-account users created by them. This indemnification shall cover all forms of loss, damage, or liability incurred by the Disclosing Party, directly or indirectly, due to the conduct of such sub-account users, including but not limited to unauthorized disclosure or use of Confidential Information.

    J&T 系统的主要账户用户应特别负责赔偿披露方因其创建的任何子账户用户的作为或不作为而产生的或与之相关的任何违反本协议的行为。该赔偿应涵盖披露方因此类子账户用户的行为而直接或间接产生的所有形式的损失、损害或责任，包括但不限于未经授权披露或使用保密信息

16. Both parties hereby agree that their failure to perform any obligation or duty which they have agreed to perform under this Agreement may cause irreparable harm to the other party, which harm cannot be adequately compensated for by money damages. It is further agreed by both parties that an order of specific performance or for injunctive relief against the recipient party in the event of a breach or default under the terms of this Agreement would be equitable and would not work a hardship on the recipient party. Accordingly, in the event of a breach or default by either party hereunder, the non-defaulting party, without any bond or other security being required and in addition to whatever other remedies are or might be available at law or in equity, shall have the right either to compel specific performance by, or to obtain injunctive relief against, the other party, with respect to any obligation or duty herein or breach thereof.

    双方特此同意，如果未能履行其在本协议项下同意履行的任何义务或职责，可能会对另一方造成无法弥补的伤害，而这种伤害无法通过金钱赔偿得到充分补偿。双方进一步同意，在本协议条款下发生违约或违约的情况下，针对接收方的具体履行令或禁令救济令将是公平的，不会给接收方带来困难。因此，如果任何一方违反或不履行本协议项下的任何义务或义务，除法律或衡平法规定或可能规定的任何其他补救措施外，无需任何保证金或其他担保的守约方应有权强制另一方具体履行或获得针对另一方的禁令救济。

17. The Confidential Information is being provided under this Agreement "as is" and without any representation or warranty of any kind, either express or implied, regarding the accuracy or completeness or other quality of the Confidential Information. In no event shall the Disclosing Party has any liability to any persons relating to or arising out of any use of the Confidential Information in accordance with this Agreement.

    保密信息是根据本协议"按原样"提供的，没有任何明示或暗示的关于保密信息准确性、完整性或其他质量的任何形式的陈述或保证。在任何情况下，披露方均不对与根据本协议使用保密信息有关或因使用保密信息而产生的任何人员承担任何责任。

18. The Receiving Party shall comply with all applicable data protection laws regarding the handling of personal data obtained through the J&T System or as part of this Agreement. This includes ensuring the confidentiality, integrity, and security of the data, using it solely for the Purposes, and not disclosing it to third parties without proper authorization or as required by law. The principal account user is responsible for any breach of this clause by sub-account users under their control.

接收方应遵守有关处理通过 J&T 系统或作为本协议一部分获得的个人数据的所有适用数据保护法律。这包括确保数据的机密性、完整性和安全性，仅用于特定目的，未经适当授权或法律要求，不得向第三方披露。主账户用户应对其控制下的子账户用户违反本条款的行为负责。

19. All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this NDA or such other address as the Parties may designate from time to time by personal delivery, registered post or facsimile transmission or electronic mail.
本保密协议项下要求发出的所有通知均应采用书面形式，并应通过专人递送、挂号信、传真或电子邮件的方式发送至本保密协议中规定的收件人地址或双方不时指定的其他地址。

Any notices given pursuant to this Clause shall be deemed to have been served if:
在下列情况下，根据本条发出的通知应视为已送达：
a) sent by prepaid registered post, on the second business day after the date of posting,
通过预付挂号邮件发送的为在投寄日期后的第二个工作日；
b) sent by ordinary post, on the third business date after the date of posting,
以普通邮递方式寄出的为寄出后的第三个工作日；
c) hand delivered, upon delivery provided that delivery is made during normal business hour on a business day,
亲自交付的为交付时送达，但交付需在工作日的正常营业时间内进行；
d) sent by fax, upon notification that the message was successfully transmitted in its entirety; and
通过传真发送的，在通知该信息已成功完整传输后视为送达；及
e) sent by electronic mail, on the date upon which the electronic mail was recorded as sent in the electronic mail server.
通过电子邮件发送的，该电子邮件在电子邮件服务器中所记录的日期为送达日期。

20. This NDA shall be binding on the Parties hereto and their respective successors and permitted assigns.
本保密协议对本协议双方及其各自的继承人和获准受让人具有约束力。

21. This NDA shall be governed by and interpreted in accordance with the laws of Malaysia and the Parties hereto agree to submit to the exclusive jurisdiction of the courts in Malaysia.
本保密协议应受马来西亚法律管辖并按照马来西亚法律解释，本协议双方同意由马来西亚法院专属管辖。

22. Notwithstanding that any provision of this NDA may prove to be illegal or unenforceable, the remaining provisions of this NDA shall continue in full force and effect.
尽管本保密协议的任何条款可能被证明是非法的或不可执行的，但本保密协议的其余条款应继续完全有效。

23. This NDA constitutes the entire agreement between the Parties hereto with respect to the Purpose and supersedes all prior or contemporaneous representations, agreements and promises, written or oral, between the Parties with respect to the Purpose.
本保密协议构成双方就达成目的的完整协议，并取代双方就本协议目的之前或同时达成的所有书面或口头陈述、协议和承诺。

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24. This NDA may be modified or amended in writing only by the Parties hereto.
本保密协议仅可由本协议双方以书面形式修改或修订。

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature and/or electronically scanned and transmitted versions (e.g., via pdf) of an original signature, and the act of ticking or clicking to agree within a designated pop-up or dialogue box that presents this NDA. Execution of this Agreement by the Receiving Party solely is completed when they indicate their agreement by ticking or clicking to agree within the system or portal where this NDA is presented.
双方承认并同意，本协议可通过电子签名签署，电子签名应被视为所有目的的原始签名，并与原始签名具有同等效力。在不受限制的情况下，"电子签名"应包括原始签名的传真版本和/或原始签名的电子扫描和传输版本（例如，通过 pdf），以及在呈现本保密协议的指定弹出窗口或对话框中勾选或点击以达成一致的行为。当接收方在提交本保密协议的系统或门户网站内通过勾选或点击表示同意时，接收方就完成了对本协议的执行。

25. English is the governing language of this Agreement and shall prevail over any translations that shall be made in this Agreement.
英文是本协议的主导语言，应优先适用于本协议的任何翻译。

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