**保密协议Confidentiality agreement**

合同编号：   
Agreement number：

签订地点：   
Location of signing：

签订时间：   
 Signing date:

甲方：

Party A:

乙方：

Party B:

（以上当事方合称“双方”，单独称为“一方”）  
(The above parties are collectively referred to as "Both parties" and individual party referred to as "Party")

鉴于：The conditions of agreement:

甲、乙双方拟就或正在就 进行合作；  
Party A and Party B both intended or are in the process of cooperation

1. 合作过程中，双方须向对方提供有关合作的保密信息；  
   During the cooperation, both parties shall provide each other with the confidential information about the cooperation
2. 双方同意，仅为本协议规定之目的而在特定范围内使用该等保密信息，且按照本协议之规定履行保密等义务。

因此，双方经友好协商，本着平等、自愿、公平和诚实信用的原则，达成如下协议：  
Both parties agree to use the confidential information only within the specific scope for the purpose as provided in this Agreement and perform the obligations of confidentiality in accordance with the articles of this Agreement.

Therefore, the two parties reached the following agreement on the principle of friendship, equality, voluntariness, fairness, honesty and credibility

**第一条 保密信息的定义和范围   
Article 1. Definition and scope of confidential information**

1. 本协议所称“保密信息”是指：  
1.The term "confidential information" used in this Agreement defined as :

（1）合作信息或与合作有关的任何文件资料；  
（1）Any information or documentation related to the cooperation

（2）双方当事人及其相关主体（包括但不限于股东、子公司、分公司、其他下属企业及关联企业等）统称“各方”，所有的商业秘密、技术秘密以及其他具有保密性的信息。  
（2）Including all trade secrets, technical secrets and other confidential information of both parties and their related parties(Including but not limited to shareholders, subsidiaries, branches , other affiliated companies and affiliated cooperation collectively referred to as "the parties")

2. 本条第1款所述商业秘密包括但不限于：  
2.“Trade secrets” defined in Article 1, paragraph 1,including but not limited to the following condition:

（1）各方的财务资料和信息；  
（1）Financial information from each party

（2）各方的业务资料和信息；  
（2）Business information from each party

（3）各方的法律资料和信息；  
（3）Legal information from each party

（4）各方的内部管理信息，包括其股权结构、股东情况、人事、员工薪酬及福利、行政、客户管理制度、策略、方法、实施体系及管理软件；  
（4）Internal management information of each party, including its ownership structure, shareholders, personnel, employee compensation and benefits, administration, customer management system, strategy, methodology, implementation system and management software.

（5）各方的社会关系网络、人力资源、供应商及客户、顾客和销售链信息；  
（5）Information of social networks, human resources, suppliers and customers, customer and sales chain from each party.

（6）各方在合作中的身份，以及合作的内容、进程等；  
（6）The identity of all parties in this cooperation, the content and the process of cooperation

（7）其它能为各方带来经济利益，具有实用性并经各方采取保密措施的设计资料、程序、产品配方、制作工艺、制作方法、管理诀窍、客户名单、货源情报、产销策略等信息。  
（7）Design information which is practical and confidential to all parties , procedures, product formulations, manufacturing processes, manufacturing methods, management know-how, customer list, source intelligence, production and marketing strategy and other information that bring economic benefits to all parties.

（8）按照法律和协议，各方负有保密责任的任何第三方的商业秘密。  
（8）Business secrets of any third party that the parties have the duty of confidentiality in accordance with the law and the agreement.

3. 本条第1款所述技术秘密包括但不限于：双方以及相关主体的技术方案、工程设计、技术指标、计算机软件、数据库、源代码、研究开发记录、技术报告、检测报告、实验数据、试验结果、图纸、操作手册、技术文档及其他尚未公开的成熟的非专利技术和处于研发阶段的未成熟的技术信息。  
3.“Technical secrets” defined in Article 1, paragraph 1, including but not limited to the following information: Technical plan, technical index, computer software, database, source code, research and development records, technical reports, test reports, experimental data, test results, drawings, operation manuals, technical documents and other not yet publicly available mature non-proprietary technology and immature technical information in the research and development stage

**第二条 保密义务  
Article 2. Confidentiality obligations**1. 双方同意仅为本协议规定之目的提供或使用保密信息。  
1. Both parties agree to provide or use confidential information for the purposes set forth in this Agreement.

2. 各方应以对待自己同等重要的保密信息一样的谨慎态度对待对方提供的保密信息，各方应要求其获悉保密信息的所有人员采取必要的措施对收到的保密信息进行存档和保密，避免任何第三方及无关人员以任何方式获得此保密信息。  
2. All parties should treat confidential information provided by each other with the same caution as they treat their equally important confidential information and each party shall require all its personnel in charge the confidential information to take the necessary steps to archive and keep the received confidential information, avoiding any third parties and unrelated persons to obtain this confidential information in any way.

3. 如一方发现任何实际发生或涉嫌未经授权而披露或使用对方保密信息的行为，一方应以书面方式立刻通知对方，并采取合理措施保护对方的该等保密信息。  
3. If any party discovers any actual or alleged unauthorized disclosure or use of the other party's confidential information, one party shall promptly notify each other in writing and take reasonable steps to protect the other party's confidential information

4. 为本协议规定之目的，经对方书面同意，一方有权向其聘请的律师、顾问、审计师以及其他中介机构披露保密信息。前提是该等人员有必要知晓相关保密信息，且该等人员同意受到本协议关于保密义务的限制，同时双方应对其聘请的律师、顾问、审计师及其他中介机构违反保密义务的行为承担与自身违反保密义务同等的法律责任。  
4. For the purposes of this agreement, with the agreed written consent of the other party, each party has the right to disclose confidential information to the lawyers, consultants, auditors and other intermediary agencies hired by the party. On condition that only to revel such information when necessary, and the person who acquired the information should be aware of they are under the restriction of this agreement.  
Both parties shall also take the same legal responsibility for any breach of confidentiality obligation by their lawyers, advisors, auditors and other intermediaries.

5. 因接收方提供错误的电话号码、传真号码、电子邮箱、邮寄地址、信息接收人等联系方式导致保密信息被泄露，由接收方承担责任。  
5. When confidential information leaked due to the receiver providing the wrong phone number, fax number, e-mail address, mailing address, contact information recipient, the receiver should take the full responsibility.  
  
**第三条 保密义务的豁免  
Article 3.** **Exemption from confidentiality obligations**

双方同意下列信息不属于本协议中的保密信息，因而不受本协议的约束：  
Both parties agree that the following information is not confidential in this Agreement; therefore the following information is not subject to this agreement:

1.一方可以证明，不因该方违反本协议即已公开或可以公开获得的信息；  
1. One party can prove that the information has been publicly available,  
not because of the violation of this agreement.

2.一方可以证明，在自对方处接收之前，即由该方正当拥有的，不受任何保密协议限制的信息；  
2. A party can prove that the information is duly owned by the party prior to its receipt from the other party, and is not subject to any confidentiality agreement;

3.可证明由一方从第三方正当接受，且一方及第三方均不受任何保密协议限制的信息；  
3. A party can prove that the information is duly accepted from a third party who is not subject to any non-disclosure agreement;

4.有书面记录证明由一方独立产生的信息；  
4. A written record to prove the information was generated independently by one party;

5.由信息披露方自行披露或书面同意披露的信息；  
5.The information revealed by the party who own the information or the written consent to revel information.

6.任何政府组织的法律法规所要求披露的信息，或依照法庭、行政机关或其他有权机构的命令或要求而披露的信息。但一方披露前，必须通知对方，并尽最大努力配合对方保护其保密信息。

若保密信息在本协议的有效期内或承担保密义务的期间内出现本条规定的情形，则从此时适用本条之规定。  
6. Information required by the laws and regulations of any governmental organization or disclosed pursuant to orders or requests from courts, executive authorities or other competent authorities. However, before disclosure, one party must notify each other and make every effort to cooperate with each other to protect their confidential information.

When the scenarios which described herein this article happened within the validity and confidentiality obligations period of the agreement, then both parties should comply to this article 3.

**第四条 权利限制**

**Article 4, Restrictions of rights**

1. 双方同意，本协议不构成任何一方对任何专利、版权、商标或其它知识产权的许可使用或转让。  
1. It is agreed by both parties that this Agreement does not constitute any use or transfer by any party of any patent, copyright, trademark or other intellectual property.

2. 双方同意，本协议的签订并不表明双方达成了任何投资、合作及联盟的意向、备忘录、合同或协议，也不表明双方形成了任何投资、合作及联盟的关系。因而任何一方不得向第三方声称双方已形成了任何投资、合作及联盟的关系。  
2. Both parties agreed that the signing of this agreement does not mean that both parties have reached any intention, memorandum, contract or agreement on investment, cooperation and alliance nor does it mean that both parties have formed any investment, cooperation and alliances; Therefore, neither party may claim from a third party that both parties have formed any relationship of investment, cooperation and alliances.

**第五条 协议期限**

**Article 5.** **Agreement period**

1.本协议自签署之日起生效。本协议自生效之日起满[3]年终止，但协议中保密信息的保密期限直至保密信息提供方公开披露时止。  
This agreement takes effect from the date of signing. This Agreement shall be terminated 【 】after Effective date, but the confidentiality period of the Confidential Information in the Agreement shall not expire until the Confidential Information Provider publicly discloses it.

**第六条 违约责任**

**Article 6. Liability for violation**

1. 如一方违反或间接违反本协议约定的保密义务，另一方有权采取任何法律行动或其他合法措施以保护其自身的合法权益。违约方必须立刻停止违约行为，同时改进保密措施，并承担由此给对方造成的相应损失。损失金额难以确定的，违约方应向守约方支付固定损失赔偿金，赔偿金额为【 】  
If any party violates or indirectly violates the confidentiality obligations agreed in this agreement, the other party has the right to take any legal action or other legal measures to protect its own legal rights and interests. The defaulting party must immediately cease the breach and at the same time improve the confidentiality measures and compensate the consequential losses caused to the other party. if it is difficult to determine the amount of loss, the defaulting party shall pay the observant party a fixed amount of damages, which is [ ].

2. 如一方违反或者间接违反本协议约定的保密义务，守约方可以要求违约方支付违约金，违约金为商业合作标的金额【 】%。

If one party violates or indirectly violates the confidentiality obligations agreed in this Agreement, the observant party may require the defaulting party to pay liquidated damages, which are the [ ] of the subject matter of business cooperation.

**第七条 变更**

**Article 7.** **Modification**

1．除本协议另有约定外，非经双方书面同意，本协议中的任何条款不得变更或修改。任何依据本协议规定进行的变更或修改，对双方及其各自的继承人和受让人具有约束力。  
Except as otherwise agreed in this Agreement, no part of this agreement shall be changed or amended without the agreed written consent form both parties. Both parties and their respective successors and assigns shall comply with any modification and change of this Agreement which in accordance with this article.

**第八条 法律适用和争议解决**

**Article 8.** **Application of law and dispute settlement**

1. 本协议适用中华人民共和国法律法规的规定，并在所有方面依其进行解释。  
1.This Agreement shall apply the provisions of the laws and regulations of the People's Republic of China and explain it in all respects

2. 由本协议产生的一切争议由双方友好协商解决。协商不成，双方约定本协议纠纷的管辖法院为本协议签订地人民法院。  
2. All disputes arising out from this Agreement shall be settled amicably by both parties. If the negotiation is not successful, both parties shall agree the jurisdiction court of this agreement shall comply to the people's court where two parties signed this agreementdisputes shall have jurisdiction over the dispute.

**第九条 立约人独立**

**Article 9.** **Independent contractor**

甲乙双方是相互独立的立约人。本协议所包含的任何内容均不应被视为或被用作证明双方是合伙人、合资人、共有人或代理人。  
Party A and Party B are independent contractors. Nothing contained in this Agreement shall be deemed or used to prove that the parties are partners, joint ventures, joint owners or agents

**第十条 其它**

**Article 10. Others**

1. 本协议中的标题只为便利和清晰所设，不构成本协议的一部分，亦不影响各条款的解释。  
1.The title of each article in the agreement is for convenience and clarity, it does not part of this agreement nor does it affect the interpretation of the terms.

2. 本协议正本一式二份，双方各执一份，具有同等法律效力。  
2. The original agreement in duplicate, each party holds one copy, which with the same legal effect.

　（以下无正文，为签署页Signature Column）

|  |  |
| --- | --- |
| 甲方Party A  甲方Party A（盖章chop）：  单位地址：  Address: | 乙方Party B  乙方Party B（盖章chop）：  单位地址：  Address: |