

# 保密协议

## CONFIDENTIALITY CONTRACT

甲方(Party A): New Weather Force Inc.      乙方(Party B):

甲、乙双方应根据《企业保密制度》以及国家、地方政府有关规定，遵循平等自愿、协商一致、诚实信用的原则下，就甲方商业秘密保密事项达成如下协议：

Both Parties A, B reach the confidentiality agreement of business of Party A, should be based on the “Corporation confidentiality regulation”, as well as national and local government and in complying with equality, consensus, under the principal of being faithful.

### (一). 保密内容(The Contain of Confidentiality)

1. 甲方的交易秘密，包括公司所经营的产品的保密性、以及所有相关公司的销售渠道，客户名单，存款交易，成交或商谈的资料，游戏的性能、质量、反馈信息、游戏平台、游戏后台管理、游戏源码、市场策略及等一切关于公司的资料都不能与公司内业务不相关的人或是公司外人公开：
  - 1) All party A's business secrets and the information should not be shared with people who work in the company but not related to the business or any unrelated people outside of the company.
2. 甲方的经营秘密包括：经营方针，投资决策意向，产品服务定价，市场分析，广告策略等；
  - 2) Party A's business secrets include operating principles, decisions and forecasting in investment, products and services pricing, market analysis, and advertising strategy, etc.;
3. 甲方的产品，包括游戏平台，游戏后台，游戏源码及网站源码，游戏及网站相关密码和交易账户，推广渠道，推广数据及各项报表等；
  - 3) Party A's products include gaming platform, the game background, code and website sources of games, games and web-related passwords and transaction accounts, distribution channels, promotion data and various reports, etc.
4. 甲方相关资料：包括公司和员工的地址，姓名，联系方式，职位及其他个人相关信息等。
  - 4) Party A's profile includes the company and the company employees' address names, contact numbers, positions and related personal information, etc.
5. 甲方的管理秘密包括：财务资料、人事资料、薪酬资料（包括不允许打听其它员工的薪酬标准等）；
  - 5) Party A's management secret include the financial state, personal data, wage data (include the remuneration of other employees not allowed to inquire etc.);
6. 乙方在劳动合同和保密协议之前甲方已知道的商业秘密；
  - 6) The business secrets have been already known by Party B before signing the employee contract and the confidentiality agreement.

7. 乙方在聘用期内所拥有甲方的商业秘密。

7) The business secrets have been already known by Party B within the employ period.

## (二). 权利和义务(The Rights and Obligations of Both Parties)

1. 未经甲方书面同意，乙方不得利用甲方的商业秘密进行新产品的设计与开发和撰写论文向第三者公布；

1) Without the written consent of Party A, Party B shall not use the business secrets to proceed with the new product design and development, and writing papers published to the third party;

2. 双方解除或终止劳动合同后，乙方不得向第三方公开甲方所拥有的任何商业秘密；

2) Mutual remove or termination of the employee contract, Party B shall not share any the business secret of Party A;

3. 双方协定解除或终止劳动合同后，乙方不得到与甲方有竞争关系的生产或经营同类业务的其他用人单位任职和利用甲方商业机密私自经营同类业务；

3) Mutually agreed upon remove or termination of labor contracts, Party B should not work for the others who have a similar and competitive relationship with the production or business operations and use the business secrets of Party A

4. 乙方必须严格遵守甲方的保密制度，防止泄漏甲方的商业秘密；

4) Party B must strictly keep the confidentiality agreement in order to prevent the disclosure of the business secrets of Party A.

## (三). 违约责任(Breach of contract)

在劳动合同期内，乙方违反此协议，甲方有权调离乙方涉密岗位或辞退，并追加经济损失赔偿。

Within the employee contract period. If Party B breach of this agreement, the Party A entitled the right to transfer the Party B to the position not related to any business secrets or dismiss, Party A has right to dismiss Party B and ask for the compensation of damages without any condition..

## (四). 附言(Postscript)

本协议一式两份，甲、乙双方各执一份，经甲、乙双方签字或盖章之日起生效。

This agreement is in duplicate, each of the Parties holds one, and comes into the legal force starts on the day by both Party A and B both signed and sealed.

甲方签名 Signature

乙方签名 Signature

日 期 Date

日 期 Date