

Confidentiality Agreement 保密协议

Between
缔约双方:

Hottinger Baldwin (Suzhou) Electronic Measurement Technology Co., Ltd.
霍丁格包尔文（苏州）电子测量技术有限公司
No. 106 Hengshan Road, New District, Suzhou City, Jiangsu Province, P.R.China
中国江苏省苏州市新区横山路 106 号

- Hereinafter also referred to as: "HBM" -
- 以下称 "HBM" -

And
和

...
...

- Hereinafter also referred to as: "Supplier" -
- 以下简称 "供应商" -

HBM and Supplier are hereinafter referred to collectively as the "Parties" and individually as a "Party".
HBM 和供应商以下合称为 "双方"，单独称为 "一方"。

Preamble 序言

This Agreement shall assure the protection and preservation of confidential information (in the following „Confidential Information“) which shall be disclosed or made available to Supplier for the purpose of the evaluation or establishment of a business relationship as well as for the purpose of such business relationship (hereinafter the "Purpose").

本协议旨在确保为评估或建立商业关系以及为该商业关系之目的（以下简称“目的”）而对向供应商披露或提供的保密信息予以保护和维护。

The Parties agree as follows:
双方约定如下:

1. The term "Confidential Information" shall mean all information related to the Purpose that is disclosed or made available to Supplier during the term of this Agreement by HBM, HBM affiliates or HBM representatives, either verbally or in writing or in any other form, in particular, but not limited to: manufacturing processes, know-how, business relationships, business strategies, business plans, financial planning, personnel matters, third party information.

“保密信息”指在本协议有效期内由 HBM、HBM 的关联方或代表，以口头或书面或任何其他形式向供应商披露或提供的与目的有关的所有信息，包括但不限于：生产流程、专有技术、商业关系、商业战略、商业计划、财务计划、人员事宜和第三方信息。

2. Supplier undertakes:
供应商承诺:

- a) To keep Confidential Information secret and to handle it with the same level of diligence that it exercises to protect its own confidential information against access by third parties, at least, however, with an adequate level of diligence,
对保密信息保密并以保护其自身保密信息不被第三方所知的审慎程度对待本协议项下的保密信息，且至少应达到充分的审慎程度，

- b) To use Confidential Information only for the Purpose,

HBM: confidential
HBM: 机密

仅为目的使用保密信息，

c) To make available Confidential Information only to those persons within its organisation whose tasks concerning the Purpose require knowledge of Confidential Information, and who have expressly agreed to comply with the provisions of this Agreement, and
仅向因工作任务与目的有关而需要知晓保密信息，且已明确同意遵守本协议条款的组织内部人员提供保密信息，以及

d) To reproduce Confidential Information only to the extent necessary to pursue the Purpose, with all such reproductions being considered also as Confidential Information.
仅在为实现目的所需的范围内复制保密信息，且所有该等复制品均视为保密信息。

3. As Confidential Information within the meaning of clause 1. of this Agreement shall not be regarded such information that

本协议第 1 条所述的保密信息不包括以下信息：

a) Is, at the time of disclosure, available to the public,
在披露时已为公众所知的信息，

b) Becomes at a later date available to the public otherwise than as a consequence of a breach of any confidentiality obligation under this Agreement by Supplier,
非因供应商违反任何本协议的保密义务而在本协议签署后为公众所知的信息，

c) The Supplier can demonstrate was lawfully in its possession before receipt under this Agreement,
供应商能够证明在根据本协议接收已合法拥有的信息，

d) Is disclosed to Supplier, without a restriction on disclosure, by a third party who has - to the best of Supplier's knowledge - the lawful right to disclose such information (for the purpose of this provision HBM affiliates and HBM representatives shall not be considered as a third party), or that
由供应商所知的具有合法披露信息权利的第三方（为本条款之目的，HBM 关联方和代表不应视为第三方）在没有披露限制的情况下向供应商披露的信息，或

e) Is developed or generated by Supplier independently of the Confidential Information.
供应商不依靠保密信息而自行开发或生成的信息。

4. Supplier may disclose Confidential Information if it is required to provide such disclosure according to applicable laws or governmental regulations, provided that it has submitted prior written notice of such disclosure to HBM and takes reasonable and lawful actions to avoid and/or minimize the extent of the disclosure.

如适用法律或政府法规要求披露保密信息，则供应商可披露，但其必须将该等披露事先书面通知 HBM，并采取合理、合法的措施避免和 / 或减少披露。

5. This Agreement does not create an obligation to disclose any Confidential Information.
本协议不构成披露任何保密信息的义务。

6. Unless otherwise stated expressly in this Agreement, Supplier shall not acquire the ownership of or any other right to use or exploit Confidential Information by virtue of this Agreement or by implied conduct.
除本协议另有明确规定外，供应商不得根据本协议或默示行为取得保密信息的所有权或使用或利用保密信息的任何其他权利。

7. At the request of HBM, Supplier shall:
根据 HBM 要求，供应商应：

a) Stop using and return, or, at HBM's option, evidence the destruction of all Confidential Information whether written or in any other form, without undue delay and together with all reproductions and copies thereof; and
按 HBM 的选择，立即停止使用并归还，或证明其已销毁所有书面或任何其他形式的保密信息及其所有复制件和副本；以及

- b) Erase (to the extent reasonably possible) all Confidential Information which is stored in electronic form from its computer systems and other storage media; and
(在合理可能的范围内) 删除储存在其计算机系统和其他存储媒介中的所有保密信息; 以及
- c) Stop using and return, or at HBM's option evidence the destruction of all other materials, including materials produced by Supplier itself, which contain Confidential Information or which allow conclusions to be drawn about such; and
按 HBM 的选择, 停止使用并归还, 或证明其已销毁含有保密信息或可能得出保密信息的所有其他信息, 包括供应商自行制作的材料, 以及
- d) Confirm to HBM in writing that it has returned or destroyed Confidential Information in the described manner.
向 HBM 书面确认其已归还或根据上述方式销毁保密信息。

Supplier shall be entitled to assert a right of retention only in respect of counterclaims which are undisputed or recognised by declaratory judgement.

供应商有权就且仅就确认之诉中无异议或已确认的反诉主张保留权。

Notwithstanding the foregoing, Supplier may retain documents and materials containing, reflecting or based on HBM's Confidential Information to the extent required by law or any applicable governmental or regulatory authority or to evidence the proper fulfilment of its contractual obligations to HBM.

尽管有前述约定, 供应商可在法律或任何相关政府或监管机构要求的范围内, 或为证明其已向 HBM 履行其合同义务的目的而保留含有、反映或以 HBM 保密信息为基础的文件和材料。

8. Except as otherwise provided in this Agreement, neither Party may assign, sub-contract or deal in any way with any of its rights or obligations under this Agreement or any document referred to in it.
除本协议另有约定外, 任何一方不得转让、分包或以任何方式交易其在本协议项下或本协议提及的任何文件项下的任何权利或义务。

Neither Party shall make use of the other Party's name for publicity or advertising purposes without the prior written approval of the other Party.

未经另一方事先书面批准, 任何一方不得为公开或宣传目的使用另一方的名称。

9. HBM or HBM affiliates does not warrant that Confidential Information that it has made available is complete or accurate, or that it is fit for any particular purpose.
HBM 或 HBM 关联方不保证其提供的保密信息的完整性或准确性, 或适用于特定目的。

HBM or HBM affiliates shall in no event be liable to Supplier for any damages or losses which the latter suffers through its reliance upon the completeness and accuracy of Confidential Information.

HBM 或 HBM 关联方在任何情况下对供应商信赖保密信息的完整性和准确性导致的任何损害或损失不承担责任。

10. This Agreement shall come into force upon signature by both Parties and is entered into for a term of which is the longer period in following conditions:

- 1) 30 years.
- 2) Business cooperate duration.

Notwithstanding the foregoing, the obligations of non-disclosure or non-use of Confidential Information shall survive termination or expiration of this Agreement.

本协议自双方签字之日起生效, 有效期为以下两种情况中较长的一个:

- 1) 三十年。
- 2) 业务合作期。

尽管有前述约定, 不披露或不使用保密信息的义务应在本协议终止或期满后继续有效。

11. Should any of the provisions of this Agreement be or become invalid or unenforceable, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the Parties shall replace the invalid or unenforceable provision by a valid and enforceable provision which comes as close as possible to the purpose of the invalid or unenforceable provision.

如本协议任何条款全部或部分变为无效或不可执行, 则不应影响剩余条款的效力。在此情况下, 双方应用与该无效或不可执行条款目的最接近的有效和可执行条款予以替代。

The same shall apply to gaps (if any).
上述约定同样适用于任何未尽事宜（如有）。

- 12.** Amendments or modifications to this Agreement shall only be valid if in writing signed by both Parties. The same shall apply with respect to a waiver of the written form requirement.
本协议的修订或修改仅在双方书面签署的情况下方为有效。本约定同样适用于放弃书面要求的情形。
- 13.** Any dispute arising from or in connection with this Contract shall be submitted to Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Center for arbitration.
凡因本合同引起的或与本合同有关的任何争议，均应提交上海国际经济贸易仲裁委员会/上海国际仲裁中心进行仲裁。

The dispute shall be resolved in keeping with the provisions of the Agreement and the substantive law of the People's Republic of China without reference to its conflicts of laws principles. Place of arbitration shall be Shanghai, People's Republic of China. The language of the arbitration procedure shall be Chinese.
争议应根据本协议条款和中华人民共和国的实体法（排除适用冲突法规范）解决。仲裁地点为中国上海。仲裁语言为中文。

Notwithstanding the foregoing either Party to this Agreement may seek temporary injunctive relief in any court of competent jurisdiction, without waiving the right to arbitration.
尽管有前述约定，本协议任何一方可在不放弃仲裁权利的同时，在任何有管辖权的法院申请临时禁止令

- 14.** This Agreement is written in both English and Chinese language. Only the Chinese language version of this Agreement shall be valid and binding. The English language version only serves informational purposes.
本协议以中英文双语书就。仅中文版本有效且具有约束力。英文版本仅供参考。

**Hottinger Baldwin (Suzhou) Electronic
Measurement Technology Co., Ltd.**
霍丁格包尔文（苏州）电子测量技术有限公司

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HBM: confidential
HBM : 机密