

NON-DISCLOSURE AGREEMENT

保密协议

General template for Europe, United States and Middle East markets / 适用于欧洲、美国及中东市场的通用模板

Fill blanks before signing. This is a commercial template, not a substitute for local legal advice. / 签署前请填写空白项。本文件为商业模板，不能替代当地律师意见。

Party / 方别	Company / 公司	Address / 地址	Email / 邮箱
Party A / 甲方	Suzhou Leading Top Union Technology Co., Ltd.	Building 3, No. 8 Jinzhou Road, Changshu City, Suzhou City, Jiangsu Province	support@leadingtopunion.com
Party B / 乙方			
Effective Date / 生效日	[Date] [日期]	Version / 版本	General Bilingual Template v1.0

1. Purpose / 合作目的

The Parties intend to exchange commercial, technical, pricing, factory, customer, supplier, quotation, project or business information for evaluating potential cooperation in manufacturing, fabrication, machining, steel supply, international trade, project referral or related industrial business.

双方拟为评估制造、加工、机加工、钢材供应、国际贸易、项目引荐或相关工业业务合作，而交换商业、技术、价格、工厂、客户、供应商、报价、项目或业务信息。

2. Definition of Confidential Information / 保密信息定义

Confidential Information means any non-public information disclosed by either Party to the other Party in written, oral, electronic, visual, sample, drawing, file, message, meeting, quotation or any other form.

保密信息指任一方方向另一方披露的任何非公开信息，无论其以书面、口头、电子、视觉、样品、图纸、文件、信息、会议、报价或其他形式存在。

It includes but is not limited to drawings, specifications, process data, quality standards, inspection requirements, pricing, cost structure, quotation strategy, payment terms, supplier information, production capacity, customer leads, buyer information, project information, photos, videos and business correspondence.

包括但不限于图纸、规格、工艺数据、质量标准、检验要求、价格、成本结构、报价策略、付款条件、供应商信息、产能、客户线索、买家信息、项目信息、图片、视频和业务往来记录。

3. Confidentiality Obligations / 保密义务

Each Party shall keep Confidential Information strictly confidential, use it only for the permitted purpose, and not disclose it to any third party without prior written consent from the disclosing Party.

各方应对保密信息严格保密，仅为约定目的使用，未经披露方事先书面同意，不得向任何第三方披露。

Each Party shall take reasonable measures to prevent unauthorized access, disclosure, copying, publication, reverse engineering or misuse of Confidential Information.

各方应采取合理措施防止保密信息被未经授权访问、披露、复制、公开、逆向工程或滥用。

4. Permitted Disclosure / 允许披露

A receiving Party may disclose Confidential Information only to employees, directors, professional advisers, lawyers, accountants, banks, logistics providers, insurers, technical personnel, subcontractors or affiliates who need to know such information for the permitted purpose, provided that they are bound by confidentiality obligations no less protective than this Agreement.

接收方可在必要范围内向其员工、董事、专业顾问、律师、会计师、银行、物流服务商、保险机构、技术人员、分包商或关联方披露保密信息，但前提是该等人员或机构负有不低于本协议保护标准的保密义务。

5. Exclusions / 例外情形

Confidential Information does not include information that is publicly available without breach, lawfully known before disclosure, lawfully obtained from a third party without confidentiality restrictions, independently developed without using Confidential Information, or required to be disclosed by law, regulator, court or arbitration tribunal.

下列信息不属于保密信息：并非因违反本协议而公开的信息；接收方在披露前已合法知悉的信息；从第三方合法取得且不受保密限制的信息；未使用保密信息而独立开发的信息；依法规、监管机构、法院或仲裁庭要求必须披露的信息。

Where disclosure is legally required, the receiving Party shall, where legally permitted and practicable, notify the disclosing Party in advance and limit disclosure to the required scope.

如依法必须披露，接收方应在法律允许且可行的情况下事先通知披露方，并将披露范围限制在必要范围内。

6. No Reverse Use and No Publicity / 不得反向使用与不得公开宣传

Neither Party may use the other Party's Confidential Information to copy products, bypass sourcing channels, develop competing quotations unfairly, publish case materials, use logos, or make public announcements without prior written consent.

未经事先书面同意，任何一方不得使用另一方保密信息复制产品、绕过采购渠道、不公平开发竞争报价、发布案例材料、使用标识或进行公开宣传。

7. Return or Destruction / 返还或销毁

Upon written request, the receiving Party shall return or destroy Confidential Information within a reasonable time, except for copies required to be retained by law, compliance, accounting, backup or internal record policies.

披露方书面要求时，接收方应在合理期限内返还或销毁保密信息，但因法律、合规、会计、备份或内部记录要求必须保留的副本除外。

Retained copies remain subject to this Agreement.

保留副本仍受本协议约束。

8. Term and Survival / 期限与持续效力

This Agreement shall remain valid for three (3) years from the signing date. Confidentiality obligations for trade secrets or highly sensitive commercial information shall continue for as long as such information remains non-public and commercially valuable.

本协议自签署日起有效期为三（3）年。对于商业秘密或高度敏感商业信息，只要该等信息仍未公开且具有商业价值，保密义务持续有效。

9. No License and No Cooperation Obligation / 无许可与无强制合作义务

Nothing in this Agreement grants ownership, license or other rights in Confidential Information. This Agreement does not require either Party to enter into any further transaction, purchase order or cooperation.

本协议不授予任何一方对保密信息的所有权、许可或其他权利。本协议不强制任何一方必须继续交易、下单或合作。

10. Data Protection and Export Control / 数据保护与出口管制

Where personal data, technical data or controlled information is exchanged, each Party shall handle such information in accordance with applicable data protection, sanctions, export control and trade compliance laws.

如双方交换个人数据、技术数据或受控信息，各方应按照适用的数据保护、制裁、出口管制和贸易合规法律处理该等信息。

11. Governing Law and Dispute Resolution / 适用法律与争议解决

This Agreement shall be governed by the laws of Hong Kong SAR, unless the Parties agree otherwise in writing.

除非双方另有书面约定，本协议适用香港特别行政区法律。

Any dispute arising out of or in connection with this Agreement shall first be resolved through friendly negotiation. If negotiation fails within thirty (30) days after written notice, the dispute shall be finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) in Hong Kong. The arbitration language shall be English.

因本协议引起或与本协议有关的任何争议，双方应首先友好协商解决。如任一方发出书面通知后三十（30）日内无法解决，争议应提交香港国际仲裁中心（HKIAC）在香港进行仲裁并最终解决。仲裁语言为英文。



LEADING TOP

12. Language, Notices and Electronic Signature / 语言、通知与电子签署

This Agreement is made in English and Chinese. In case of inconsistency, the English version shall prevail.

本协议以英文和中文书就。如中英文内容不一致，以英文版本为准。

Notices may be delivered by email, courier, WhatsApp or other written method confirmed by the receiving Party. PDF signature, scanned signature, electronic signature, email confirmation and company chop shall have the same legal effect as original signatures to the extent permitted by applicable law.

通知可通过邮件、快递、WhatsApp 或接收方确认的其他书面方式送达。在适用法律允许范围内，PDF 签署、扫描签署、电子签署、邮件确认和公司盖章与原件签署具有同等法律效力。

Signature / 签署

Party A / 甲方	Party B / 乙方
Company / 公司: Su Zhou Leading Top Union Technology Co., Ltd	Company / 公司: _____
Name / 姓名: _____	Name / 姓名: _____
Title / 职务: _____	Title / 职务: _____
Signature / Chop / 签字或盖章: _____	Signature / Chop / 签字或盖章: _____
Date / 日期: _____	Date / 日期: _____