

保密协议
CONFIDENTIALITY AGREEMENT

本保密协议(以下称“协议”)由_____ (以下称“接受方”), 其办公地点位于_____ 及珠峰企业有限公司(以下称“Everest”), 其办公地点位于香港湾仔告士打道 151 号安盛中心 11 楼, 于 20____年____月____日签订。

This CONFIDENTIALITY AGREEMENT (this “Agreement”), is made this ____ day of _____, 20____, by and between _____ (hereinafter the “Receiving Party”), with offices located at _____, and Everest Trading Enterprises Limited. (hereinafter “Everest”), 11/F, AXA Centre, 151 Gloucester Road, Wan Chai, Hong Kong.

陈述
RECITALS

- A. EVEREST 和接收方已作了或将作一供应安排, 接受方根据该供应安排向 EVEREST 提供或将提供某些产品和服务。

EVEREST and the Receiving Party have entered into or may enter into a supply arrangement pursuant to which the Receiving Party supplies or may supply certain products and/or services to EVEREST.

- B. 与该供应安排相关, EVEREST 可能向接受方提供某些保密信息(如以下所定义)。

In connection with such supply arrangement, EVEREST may provide certain Confidential Information (as herein defined) to the Receiving Party.

- C. 本协议的双方希望就接受方对该保密信息的使用和保护达成某些协议。

The parties hereto desire to set forth certain agreements with respect to the use and protection of such Confidential Information by the Receiving Party.

协议
AGREEMENTS

鉴于此, 在接受有效及有价值的对价且其充分性已获承认的前提下, 双方达成如下协议:

Now, therefore, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **保密信息的定义**

“保密信息”指由 EVEREST 或任何其关联机构拥有、控制或占有的、采取任何形式的信息的一部分及全部, 包括但不限于所有涉及 EVEREST 的及其关联机构的技术、设计、工艺、软件、商业秘

密、专有技术、产品、客户、业务及营销计划、财务或其业务的任何其它方面的所有信息，这些信息：

“Confidential Information” means any and all information, in any form, owned, controlled or possessed by EVEREST or any of its Affiliates, including, without limitation, all information relating to EVEREST’s and its Affiliates’ technologies, designs, processes, software, trade secrets, know-how, products, customers, business and marketing plans, finances or any other aspect of their businesses, which information:

- i. 由 EVEREST 或其任何其关联机构指定或标明为保密信息；
is designated or identified as confidential by EVEREST or any of its Affiliates;
- ii. 在保密的情形下予以披露；或
is disclosed under circumstances of confidentiality; or
- iii. 具有保密性质，或会合理地接收方理解是保密信息。
is by its nature confidential, or would be reasonably understood by a recipient to be confidential.

无论其是以书面、口头、电子或以其他形式披露，信息均可构成保密信息。保密信息能采用任何形式，这些形式的例子包括，但不限于，设计、图纸、财务记录、数据、报告、信函、电子邮件、业务方式、样品、数据或其他文件。为避免误解，保密信息包括所有向接受方提供的招标文件中包含的或为使接受方提供产品、物资、设备或服务的报价而提供给接受方的图纸、设计、规格和其他信息，还包括 EVEREST 和接受方间进行讨论这一事实。本协议应适用于在生效日之前，当日或之后披露的保密信息。

Information may constitute Confidential Information whether it is disclosed in writing, verbally, electronically or otherwise. Confidential Information can take any form, examples of which include, without limitation, designs, drawings, financial records, data, reports, correspondence, emails, methods of doing business, samples, data or other documents. For the avoidance of doubt, Confidential Information includes all drawings, designs, specifications and other information supplied to Receiving party in a bid package or otherwise to allow Receiving party to submit a quote on the supply of products, supplies, equipment or services, and also includes the fact that discussions are taking place between EVEREST and Receiving party. This Agreement shall apply to Confidential Information whether disclosed before, on or after the Effective Date.

2. 接受方的保密义务

Obligation of Confidentiality for the Receiving Party.

- A. 接受方不得为相关协议宗旨之外的任何目的使用或披露保密信息或允许保密信息的使用或披露接受方不得对任何 EVEREST 的软件或技术实施反向工程、拆解或反汇编。接受方不得

利用任何 EVEREST 的软件或技术或 EVEREST 提供的资料、信息、设计方案等申请专利或计算机软件著作权登记，不得阻碍 EVEREST 或 EVEREST 的其他替代供应商对其的合理利用。

Receiving party shall not use or disclose, or allow the use or disclosure of, the Confidential Information for any purpose other than the Purpose.

Receiving party shall not reverse engineer, disassemble, or decompile any of EVEREST's software or technology. Recipient shall not use any software, technology, data, information, design, etc., provided by EVEREST to applying for registration of patent or computer software copyright, and shall not prevent other suppliers from using them reasonably.

- B. 接受方应确保严格保持保密信息的保密性并保护保密信息的秘密性、避免对保密信息未经授权的披露和使用。接受方应至少采取其用以保护自己的高度保密的信息的那些措施（但在任何情况下，这些措施不应少于合理标准下应采取的措施）。在不限上述规定普遍性的情况下，接受方维护保密信息的义务如下：

Receiving party shall ensure that the Confidential Information is kept strictly confidential and shall protect the secrecy of and avoid unauthorized disclosure or use of the Confidential Information. Receiving party shall take at least those measures that it takes to protect its own highly confidential information (but in no even less than reasonable care). Without limiting the generality of the foregoing, the Receiving party's obligations for safeguarding the Confidential Information shall include the following:

- i. 在接受方的营业地，在安全的环境下保有所有保密信息并且不得允许未经授权的公众、雇员或其他人员接触保密信息；

Maintaining all Confidential Information in a secure environment at Receiving party's place of business and such that access is not permitted to the public, employees or other persons not authorized to have access;

- ii. 确保仅能以一台受密码保护的计算机接触保密信息且对保密信息的接触仅限于那些获得授权接触保密信息的员工；

Ensuring that access to Confidential Information residing on a computer is password protected and limited to those employees authorized to have access;

- iii. 确保 EVEREST 所作的有关保密性的标识是完好的，在任何经批准的保密信息的复制件中复制任何保密性或专有权的通知，并在接受方制作的任何文件上（如总结或分析）标注保密信息是保密的并属于 EVEREST。

Keeping EVEREST's confidentiality legends intact, reproducing any confidentiality or proprietary rights notices on any approved copies of the Confidential Information, and noting on any documents prepared by

Receiving party (such as summaries or analyses) that the Confidential Information is confidential and belongs to EVEREST.

- iv. 通过制定办法、条例和其他规定将接受方在本协议项下保密及不使用的义务告知可能获知保密信息的接受方的雇员、代理人和其他任何人员。

Advising, by formulating rules and regulations or otherwise, its employees and agents and any other persons to whom the Confidential Information may be exposed, of Receiving party's obligations of confidentiality and non-use under this Agreement.

- C. 除非向为代表接受方履行其与宗旨有关的职责而应当知道保密信息的接受方的雇员和代理人披露保密信息外，接受方不得将保密信息披露给任何第三方；并且，在作出上述披露之前，接受方应从每个人那里获得一份书面的、经签署的并可由接受方和 EVEREST 强制执行的、规定有对保密信息的保护义务不低于接受方在本协议项下承担的义务的不披露协议。接受方应对所有 EVEREST 因上述人员违约而导致的损失和损害承担义务，担负责任并给予 EVEREST 全面地补偿。

Receiving party shall not disclose Confidential Information to any third party, except to those employees and agents of Receiving party who need to know the Confidential Information in order to perform their duties on behalf of Receiving party as those duties relate to the Purpose, provided that, prior to the disclosure, Receiving party shall have obtained from each person a written and signed non-disclosure agreement enforceable by Receiving party and EVEREST and containing obligations no less protective of the Confidential Information than those binding on Receiving party under this Agreement. Receiving party shall be responsible and liable for, and shall indemnify EVEREST fully against, all loss and damage incurred by EVEREST as a result of a breach by any such person.

- D. 接受方应立即以书面通知 EVEREST 接受方、接受方的雇员或代理人在本协议项下的任何违约行为及其他不当处置保密信息的行为。接受方认可并同意 EVEREST，可通过其自己或通过其委派的代表或代理人在日常工作时间内视察接受方的厂区并同接受方的雇员交谈以确定接受方是否遵守其在本协议项下的义务，而无需予以事先通知。若 EVEREST 确认接受方并未守约，或接受方采取的防止保密信息被未经授权地披露或使用的措施不完备，EVEREST 应告知接受方此类发现并可指出接受方应采取的正确的措施。接受方应全面并立即执行任何 EVEREST 可能要求的纠正措施。

Receiving party shall notify EVEREST promptly in writing of any breach of its or its employees or agents under this Agreement and of any other improper mishandling of the Confidential Information. Receiving party acknowledges and agrees that EVEREST may, by itself or through its appointed representatives or agents, during regular business hours and without notice, inspect Receiving party's physical facilities and interview Receiving party's employees to determine whether the Receiving party is in compliance with its obligations under this Agreement. If EVEREST determines that Receiving party is not in

compliance, or that the measures taken by Receiving party to protect against the unauthorized disclosure or use of the Confidential Information are insufficient, EVEREST shall inform Receiving party of that finding and may identify corrective measures to be undertaken by Receiving party. Receiving party shall implement in full and without delay any corrective measures that EVEREST may require.

3. 保密义务的限制

Limitations on Obligation of Confidentiality.

在发生下列情况之一时，上述对使用和透露保密信息的限制则不适用：

The above restrictions on use and disclosure shall not apply to Confidential Information if such Confidential Information:

- a. 在接受方得到时, 该保密信息已为公众所知,
is in the public domain at the time of receipt by the Receiving Party;
- b. 接受方可出示法律上充分的证据, 表明在其得到时, 该保密信息已在非保密的情况下为其所知;
the Receiving Party can show by legally sufficient evidence that the Confidential Information was known to it on a non-confidential basis at the time of receipt by the Receiving Party;
- c. 已事先征得 EVEREST 的书面同意无限制地使用该信息或向公众透露;
is used or disclosed to the public without restriction with prior written approval of EVEREST;
- d. 接受方从非 EVEREST 的另一来源获知该保密信息, 且未违反本协议的规定或该另一来源项下任何任务;
become known to the Receiving Party from a source other than EVEREST without breach of this Agreement by the Receiving Party or breach of any obligation of the source of such Confidential Information; or
- e. 由 EVEREST 在无限制、非保密的条件下提供给一第三方。
is made available by EVEREST to a third party on an unrestricted, non-confidential basis.

4. EVEREST 无保密义务

No Obligation of Confidentiality for EVEREST.

由接受方根据本协议或在有关本协议的谈判、交流或商谈中提供给 EVEREST 的所有信息应不受任何限制。EVEREST 将不由本协议同意的任何方式接受或保护另一方或另一第三方的保密信息。

All information which the Receiving Party provides to EVEREST under this Agreement, or in the negotiations of or the communications or discussion concerning this Agreement, shall be provided without limitation or restriction of any kind. EVEREST does not by this Agreement agree to receive or safeguard in any manner the Confidential Information of the other party or any third party.

5. 保证和披露

Warranty and Disclosure.

EVEREST 保证其于本协议下向接受方提供的数据在形式和内容上与其为自身所使用且尽其所知的数据相同。EVEREST 不保证其于本协议下透露的保密信息将符合接受方的要求，或在该类保密信息与其他信息一起使用或由接受方以某一特定的方式使用时，该类信息对达到接受方目的是足够或合适的。EVEREST 对接受方就保密信息的任何使用在本协议中不承担任何责任或义务。

EVEREST warrants that the data it provides hereunder to the Receiving Party is the same in form and content as that used for its own purposes stated above. EVEREST disclaims any warranty that the Confidential Information that it discloses hereunder will meet the requirements of the Receiving party or that such Confidential Information when combined with other information or when used in a particular manner by the Receiving Party will be sufficient or suitable for the Receiving Party's purposes. EVEREST assumes no responsibility or liability whatsoever under this Agreement for any use by the Receiving Party of the Confidential Information.

6. 不承诺：所有权

No Commitments Ownership Rights.

在未征得另一方的书面同意之前，本协议的任何条款都不授予任何一方为另一方或代表另一方作出承诺的权利。无论明示或暗示，本协议都无规定授予接受方任何所有权或许可使用(除了为上述目的)本协议中透露的保密信息。

Nothing in this Agreement shall grant to either party the right to make commitments of any kind for, or on behalf of, the other party without the prior written consent of the other party. Nothing herein shall grant to the Receiving Party, expressly or impliedly, any ownership right or license to use (except for the purpose stated above) Confidential Information disclosed hereunder.

7. 期限和终止

Term and Termination.

本协议的限期为签订之日起_____月，在此期间可将保密信息提供给接受方，任何一方可在期满前以提前六十天向另一方递交的书面通知终止本协议。在终止时，接受方应将保密信息及所有复

印件、总结、摘录或其他材料立即归还给 EVEREST。无论与本协议的规定有何不同，本协议第二条中所规定的所有保密义务应是永久的，并在该期限届满或其任何提前终止发生后依然有效。

The term of this Agreement, during which time Confidential Information may be provided to the Receiving Party, shall be for a period of _____ months from the date hereof. Either party may terminate this Agreement prior to its expiration by providing a sixty day written notice to the other party. Upon termination, the Receiving Party shall promptly return the Confidential Information and all copies, summaries, extracts or other embodiments thereof to EVEREST. Notwithstanding anything herein to the contrary, all obligations of confidentiality set forth in Section 2 of this Agreement shall be perpetual and shall survive the expiration of such period or any earlier termination of such period.

8. 保密信息的交付

Delivery of Confidential Information.

根据本协议的规定，保密信息的首选，但非唯一的交接地点为：

The primary but nonexclusive point of contract act for the transmission and receipt of Confidential Information subject to the provisions of this Agreement are:

致： 珠峰企业有限公司
香港湾仔告士打道 151 号安盛中心 11 楼

接受方 Receiving Party : _____

9. 禁制性补偿

Injunctive Relief.

在无损 EVEREST 可获得的其他权利和补偿的前提下，接受方同意在第二条中对其义务来作时间上的限制是合理的，如接受方违反第二条中的任何规定并造成对 EVEREST 不可弥补的损害，则在此种违背情况发生时，EVEREST 有权要求禁制性补偿。

Without prejudice to the rights and remedies otherwise available to EVEREST, the Receiving Party agrees that the lack of time limitation on its obligations under Section 2 is reasonable and that EVEREST may be irreparably harmed if the Receiving Party breaches any of the provisions of Section 2 and, therefore, EVEREST shall be entitled to seek injunctive relief in the event of such breach.

10. 期限和终止：本协议于生效日生效并将无限期有效，或直至双方以书面形式终止本协议。本协议的义务持续有效，尽管双方可能达成任何后续协议；但下述情形除：（A）如果该后续协议对本协议中规定的事宜以不低于本协议规定的保护标准对 EVEREST 的利益进行保护；或（B）该后续协议特别提及本协议并规定本协议被完全或部分取代。本协议的终止不得解除接受方对在合同终止时已对 EVEREST 承担的责任或由于终止前的一段时间而产生的责任，并不得排除 EVEREST 获得其在

本协议或法律项下拥有的或由终止前发生的任何事由而产生的或以终止前发生的任何事由为依据的权利及救济。为避免误解，接受方保密及不使用的义务对终止前披露的保密信息继续有效。

Term and termination: This Agreement shall become effective on the Effective Date and shall continue indefinitely, or until terminated in writing by both parties. The obligations of this Agreement shall continue notwithstanding any subsequent agreement between the parties, except to the extent (A) the subsequent agreement provides for the matters addressed in this Agreement in a manner no less protective to EVEREST's interests than the measures provided herein, or (B) the subsequent agreement specifically mentions this Agreement and states that this Agreement is being superseded in whole or in part. Termination of this Agreement shall not release Receiving Party from any liability which, at the time of termination, has already accrued to EVEREST or which is attributable to a period prior to termination, and shall not preclude EVEREST from pursuing any rights and remedies it may have under this Agreement or at law which accrued or are based upon any event occurring prior to termination. For the avoidance of doubt, Receiving Party's obligations of confidentiality and non-use shall continued following termination of this Agreement with respect to Confidential Information disclosed prior to termination.

11. **改进:** 尽管本协议有不同的规定，但接受方对保密信息所作的任何改进均属于 EVEREST 的财产。接受方同意立即向 EVEREST 披露此类改进并与 EVEREST 进行必要的合作以将此类改进的所有权归属于 EVEREST 的名下。

Improvements: Notwithstanding anything to the contrary herein, any improvements Receiving Party makes to the Confidential Information shall be the property of EVEREST. Receiving party agrees to promptly disclose such improvements to EVEREST and to cooperate as necessary to vest title to such improvements in EVEREST's name.

12. **适用法律.** 本协议受香港法律管辖。

Governing Law. This Agreement shall be governed by the laws of Hong Kong.

13. **不竞争；不引诱**

Non-Compete; Non-Solicitation

- A. 接受方同意在本协议期间及本协议终止后的一（1）年内，接受方将通过 EVEREST 与 EVEREST 的客户进行沟通，不以任何理由试图与这些客户直接接触。进一步的，接受方同意在本协议期间及本协议终止后的一（1）年内，不会直接或间接干扰，损害或试图损害 EVEREST 与客户的利益或关系，引诱或试图引诱 EVEREST 的任何客户。

Receiving Party agrees that during the term of this Agreement and for one (1) after the expiration of this Agreement, Receiving Party shall direct all communications to EVEREST's customers through EVEREST and will not attempt to make direct contact with such customers for any reason. Furthermore, during the term of this Agreement and for one (1) year after the expiration of this Agreement, Receiving Party agrees that it shall not, directly or indirectly

interfere with, circumvent or attempt to circumvent EVEREST's interest or relationship with such customers, or otherwise solicit away, or attempt to solicit away, any of EVEREST's customers.

- B. 在本协议期间，及本协议终止后的一(1)年内，接受方不会接受雇佣，从事或提供与 EVEREST 当时业务相竞争的工作或服务。

During the term of this Agreement, and for one (1) year after termination of this Agreement, Receiving Party shall not accept employment or otherwise engage in work or render services that would compete with EVEREST's then-current business.

- C. 在本协议期间，及本协议终止后的一(1)年内，接受方不会试图与 EVEREST 的员工或独立承包方直接接触。进一步的，在本协议期间及本协议终止后一(1)年内，接受方同意它不会，直接或间接干扰，损害或试图损害 EVEREST 与其员工或独立承包方的利益或关系，引诱或试图引诱 EVEREST 的员工或独立承包方。

During the term of this Agreement, and for one (1) year after termination of this Agreement, Receiving Party shall not attempt to make direct contact with EVEREST employees or independent contractors. Furthermore, during the term of this Agreement and for one (1) year after the expiration of this Agreement, Receiving Party agrees that it shall not, directly or indirectly interfere with, circumvent or attempt to circumvent EVEREST's interest or relationship with such employees or independent contractors, or otherwise solicit away, or attempt to solicit away, any of EVEREST's employees or independent contractors.

- D. 接受方认可，违反本第十三条及其他条款，将对 EVEREST 的知识产权及业务造成难以估量的损失。因此，接受方同意下述补偿措施和违约金是公平合理的，本条的任何规定都不能解释为限制 EVEREST 在本协议寻求任何其他诉求或补偿措施的能力。接受方应向 EVEREST 支付 EVEREST 按照本协议向其支付款项的两(2)倍作为违约金，并在接受方总部办公室所在地的覆盖城市范围的报纸上就其行为发布道歉公告。接受方应向 EVEREST 支付由 EVEREST 承担的任何其他款项，包括因接受方违约而使其承担的律师费。

Receiving Party acknowledges that breach of this Section 13 above, and certain other actions, would cause damage to EVEREST's intellectual property rights and business that would be difficult or impossible to quantify. As such, Receiving Party agrees that the following remedy and liquidated damages are fair and reasonable, and that nothing in this section shall be construed as limiting EVEREST's ability to pursue any other claims or remedies available under this Agreement. Receiving Party shall pay to EVEREST two (2) times all amounts paid by EVEREST to Receiving Party under this Agreement in liquidated damages, and to publish an apology for its actions in the city-wide newspaper published in the city in which Receiving Party's headquarters office is located. Receiving Party shall also pay any expenses incurred by EVEREST, including attorney's fees, as result of Receiving Party's breach.

14. 争议解决

Disputes.

如因本协议或与本协议有关的事项产生任何争议，包括有关本协议的解释或实施、履行或终止或本协议商议的任何事宜，EVEREST 和接受方应首先通过友好协商解决该争议。如在任何一方就该争议向另一方递交书面通知后的六十(60) 天内未能解决，该争议应当由香港国际仲裁中心处理。

If any dispute arises under or relating to this Agreement, including with respect to the interpretation or implementation of this Agreement, performance or termination under this Agreement or any matter contemplated by this Agreement, EVEREST and the Receiving Party shall first attempt to resolve such dispute through friendly discussions. In the event that the dispute cannot be resolved within sixty (60) days from the date of the service of the notice of dispute by any one party, the dispute will be determined by the Hong Kong International Arbitration Centre. The parties hereby agree to submit to the exclusive jurisdiction of such court for such purpose.

在此见证，双方于本文文首所注明的日期签订本协议。

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

EVEREST: 珠峰企业有限公司 Everest Trading Enterprises Limited
授权代理人姓名 Authorized Deputy Name: _____
职务 Title: _____
签名: _____
(Authorized Signature and Company Stamp)

接受方 Receiving Party: _____
授权代理人姓名 Authorized Deputy Name: _____
职务 Title: _____
签名: _____
(Authorized Signature and Company Stamp)