

MUTUAL NON-DISCLOSURE AGREEMENT

相互保密协议（互签）· Applies to quotations, DFM review, samples and production

PARTIES · 协议双方

Party A · 甲方	Zhejiang Balford Mechatronics Co., Ltd. · 浙江百富都机电有限公司 Zhujī, Zhejiang, China · 中国浙江省诸暨市 · shawn@balford.net · balford.net
Party B · 乙方	Company · 公司: Registered address · 注册地址: Registration no. · 注册号: Representative · 代表: Contact · 联系方式:

Each is a “party”; together the “parties”. · 甲方与乙方各为一方，合称双方。The party that discloses information is the **disclosing party** (披露方); the party that receives it is the **receiving party** (接收方).

PREAMBLE · 前言

This Agreement applies to the business relationship between the parties, in particular pre-contractual talks and negotiations, the conclusion of contracts and the execution of contracts. It also applies to future business contact between the parties unless it has been terminated in advance by one party.

本协议适用于双方之间的业务关系，尤其是缔约前的洽谈与协商、合同订立及合同履行。除一方事先终止外，本协议亦适用于双方此后的业务往来。

§ 1 · SECRECY OBLIGATION · 保密义务

1) The parties undertake to keep each other’s business secrets confidential and to use them only in connection with the business relationship.

2) A **business secret** is information that is not generally known or readily accessible to the circles that normally handle such information, that has economic value because of this, and that is subject to secrecy measures reasonable under the circumstances. Regardless of how it is transmitted — orally, physically or visually — it includes drawings, 3D models and STEP files, work and inspection standards, material and surface-treatment specifications, tolerances, process and tooling data, samples, and information on turnover, product composition or sales behaviour from which a party’s market position can be deduced, together with the documents listed in Annex 1.

3) Business secrets do not include information that was demonstrably already known to the receiving party before disclosure without a breach of a duty of confidentiality, that the receiving party developed independently without using or referring to the business secret, or that was lawfully made available by an authorised third party without breach of a duty of confidentiality.

1) 双方承诺对对方的商业秘密保密，且仅为业务关系之目的使用。2) 商业秘密指通常接触该类信息的人员不易知悉或取得、因此具有经济价值、且已采取与情形相当之保密措施的信息。无论以口头、有形或可视方式传递，均包括：图纸、3D 模型与 STEP 文件、作业与检验规范、材料与表面处理规格、公差、工艺与模具数据、样品，以及可据以推断一方市场地位的营业额、产品构成或销售行为信息，并包括附件一所列文件。3) 接收方在披露前已合法知悉且不负保密义务的信息、未使用或参照商业秘密而独立开发的信息、以及由有权第三方合法提供且不违反保密义务的信息，不属于商业秘密。

§ 2 · DISCLOSURE · 信息披露

- 1) Disclosure of business secrets to third parties is excluded unless otherwise agreed, or unless the disclosure is required to protect a legitimate interest recognised by law or by a competent authority.
- 2) Each party may make the other party's business secrets accessible to those of its employees and officers who need them to carry out the cooperation. Those persons are bound to secrecy, also after they leave.
- 3) Each party shall oblige the service providers it uses to maintain secrecy at least to the extent of this Agreement. Claims arising from a breach by such a provider are assigned to the other party; each party itself is liable only for its own fault.
- 4) The parties agree that further protective measures are not required. Where a specific document needs them, the requirement is listed in Annex 1.
- 5) Where a document is strictly confidential and must be treated differently from the standard set out here, the disclosing party shall say so in writing, and it is entered in Annex 1.
- 1) 除另有约定，或为保护法律或有权机关认可之正当利益所必需外，不得向第三方披露商业秘密。2) 各方可向 为开展合作确有必要知悉的员工与管理人员提供对方商业秘密；该等人员负有保密义务，离职后亦然。3) 各方应使 其所使用的服务供应商承担不低于本协议程度的保密义务；因其违反义务而产生的请求权让与对方，各方仅对自身 过错负责。4) 双方确认无需其他保护措施；特定文件如需特别措施，在附件一中列明。5) 若某项文件属严格保密、需与本协议标准区别对待，披露方应以书面说明，并记入附件一。

§ 3 · OUTSOURCED PROCESSES · 外协工序

Balford produces parts in its own plant in Zhuji, Zhejiang. Where a process is not carried out in-house, Balford may disclose the business secret to a qualified external supplier under § 2 (3). Depending on the part, the outsourced processes are: **bulk heat treatment, wire-cut EDM, passivation, electropolishing, electroplating, phosphating, and powder or wet painting**. Where Balford supplies a machined part, the pre-form it is machined from is either a **stamped blank produced on Balford's own presses**, round bar or steel tube bought as material, or a near-net blank produced by **hot forging, cold extrusion, cold heading, casting or powder metallurgy** — and those five latter steps are subcontracted. Such a supplier receives only the information needed for its process step. The processes used for a specific part are stated in its quotation, and the identity of a subcontractor is disclosed on request. This clause applies to both parties.

百富都在浙江诸暨自有工厂生产。对于非厂内完成的工序，百富都可依第 2 条第 3 款向合格的外协供应商披露商业 秘密。视零件而定，外协工序包括：**批量热处理、慢走丝、钝化、电解抛光、电镀、磷化、喷粉/喷漆**。对于机加工零件，其所用的前道毛坯或为**我司自有冲床生产的冲压毛坯**，或为外购的圆棒、钢管， 或为外购的毛坯件，后者由**红冲、冷挤压、冷镦、铸件或粉末冶金**工艺制作，这五类工序为外协。该等供应商仅获得其所负责工序所需的信息。具体零件所用外协工序在其报价书中列明，外协方名称可应要求披露。本条对双方同等适用。

§ 4 · PROPERTY RIGHTS · 财产权

The owner of a business secret retains all rights of ownership, use and exploitation in it, and reserves the exclusive right to apply for protective rights. The receiving party acquires no ownership and, apart from use for the business relationship, no other right of use in the confidential information — in particular not in know-how, patents applied for or granted, copyrights or other property rights — whether under this Agreement or through implied conduct. Technical drawings, 3D models and related data remain the property of the party that supplied them, in accordance with ISO 16016. Where Balford manufactures tooling for the counterparty, ownership of that tooling is governed by the written terms of the relevant order, not by this Agreement. 商业秘密的所有权人保留其全部所有、使用与收益权利，并保留申请保护性权利的专属权利。接收方不因本协议或 默示行为而取得保密信息的所有权，亦不取得业务关系目的以外之使用权 —— 尤其是对专有技术、已申请或已授权的 专利、著作权或其他财产权。技术图纸、3D 模型及相关数据依 ISO 16016 归提供方所有。百富都为对方制造的 模具/工装，其所有权依相应订单的书面条款确定，不适用本协议。

§ 5 · RETURN OF DOCUMENTS · 资料返还

On request, and in any event after the cooperation ends, the receiving party shall surrender the business secrets it received, including copies and transcripts. Data on computers or other media shall be deleted on request. Routine electronic backup copies are exempt where they remain confidential under this Agreement and the party relying on the exemption can show the copy was made routinely. Return or deletion takes place at the latest after the confidentiality period in § 6 (1) expires. There is no right of retention, including no commercial right of retention.

经要求，并在合作结束后，接收方应立即返还其收到的商业秘密，包括副本与摘录。存储于计算机或其他载体的数据应经要求删除。例行电子备份如依本协议继续保密，且主张豁免的一方能够证明该备份系例行制作，则可豁免；返还或删除至迟于第6条第1款保密期届满后完成。接收方不享有留置权，包括商事留置权。

§ 6 · DURATION AND CONTRACTUAL PENALTY · 期限与违约金

1) This Agreement takes effect on signature by both parties and runs until the cooperation ends. The obligations continue for five (5) years after that. They also survive termination for cause, for secrets that became known up to the time termination took effect.

2) For each culpable breach of § 1, § 2 or § 5, the breaching party owes a contractual penalty. The parties agree the amount in the individual case, taking account of the significance of the breached obligation, the disadvantage caused — including non-material disadvantage — and the degree of fault.

3) The contractual penalty is limited to the value of the order under which the confidential information was disclosed. Claims for damages going beyond the penalty remain unaffected. The penalty applies to both parties on the same terms.

1) 本协议自双方签署之日起生效，至合作结束为止；此后保密义务继续有效五（5）年。因故终止时，对终止生效前已知悉的商业秘密，义务同样存续。2) 对每一违反第1、2或第5条的有过错行为，违约方应支付违约金；金额由双方就个案协商，并考量被违反义务的重要性、给对方造成的损失（含非财产损失）及过错程度。3) 违约金以披露该保密信息所涉订单金额为限；超出违约金部分的损害赔偿请求权不受影响。违约金对双方同等适用。

§ 7 · SUBSIDIARITY · 优先适用

Where the parties have agreed, or later agree, confidentiality terms going beyond this Agreement — for example in a development agreement or a product-specific agreement — those terms take precedence for the scope stated in them. 若双方已约定或此后约定超出本协议的保密条款（例如开发协议或产品专项协议），就该等条款所述范围，从其约定。

§ 8 · TEXT FORM, SEVERABILITY, LAW, JURISDICTION · 形式、可分割性、适用法律与管辖

1) Amendments and supplements must be in text form. **2)** If a provision is invalid or unenforceable, the rest remains in force; the parties shall replace it with a provision that comes closest to its economic purpose. **3)** This Agreement is governed by the laws of the People's Republic of China, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG). **4)** Disputes are submitted to the China International Economic and Trade Arbitration Commission (CIETAC), Shanghai, whose award is final; the same body decides a penalty where the parties cannot agree under § 6 (2). The parties may agree a different governing law and forum in writing. **5)** This Agreement is the entire agreement between the parties on confidentiality. It is drawn up in English and Chinese; both texts have the same meaning and, in case of conflict, the English text prevails.

1) 修改与补充须采用书面形式。2) 任一条款无效或不可执行，不影响其余条款效力；双方应以最接近其经济目的的条款予以替代。3) 本协议适用中华人民共和国法律（不含冲突法规则），并排除《联合国国际货物销售合同公约》（CISG）。4) 争议提交中国国际经济贸易仲裁委员会（CIETAC）上海分会仲裁，裁决为终局；双方依第6条第2款无法就违约金达成一致时，由同一机构裁断。双方可书面约定其他适用法律与争议解决机构。5) 本协议为双方就保密事项达成的完整协议；以中英文书就，两种文本具有同等含义，如有歧义以英文文本为准。

ANNEX 1 · CONFIDENTIAL DOCUMENTS · 附件一：保密文件清单

Documents exchanged under this Agreement are confidential as listed below. The parties complete the list and mark any document that needs protective measures beyond § 2 (4).

本协议项下交换的文件按下表确定保密级别。双方补全清单，并对第 2 条第 4 款以外需特别保护措施的文件予以标注。

INFORMATION / DOCUMENT · 信息 / 文件	STATUS · 保密级别	SPECIAL MEASURES · 特别措施
Technical drawings · 技术图纸	Strictly confidential · 严格保密	
3D models and STEP files · 3D 模型与 STEP 文件	Strictly confidential · 严格保密	
Work and inspection standards · 作业与检验规范	Strictly confidential · 严格保密	
Material / surface-treatment specs · 材料与表面处理规格	Confidential · 保密	
Tooling and process data · 模具与工艺数据	Confidential · 保密	
Quotation, price and volume data · 报价、价格与数量数据	Confidential · 保密	

Where § 6 (3) refers to an order value and no order exists yet, the amount is: _____ (currency 币种: _____).

Party A · Balford · 甲方 _____ Name and title · 姓名与职务 _____ Signature · 签字 _____ Date · 日期 _____ Company seal · 盖章	Party B · Counterparty · 乙方 _____ Name and title · 姓名与职务 _____ Signature · 签字 _____ Date · 日期 _____ Company seal · 盖章
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To execute: print two copies, complete the Party B block and Annex 1, sign and seal both, keep one copy and return the other to shawn@balford.net. Drawings can be exchanged once both signatures are in place. · 签署方式：打印两份，填写乙方信息与附件一，双方签字盖章，各留一份，另一份回传至 shawn@balford.net； 双方签字后即可交换图纸。