

# 北京奔驰保密协议

## BBAC NON-DISCLOSURE AGREEMENT

甲方：北京奔驰汽车有限公司 (以下简称“北京奔驰”)

Party A: Beijing Benz Automotive Co., Ltd. (Hereinafter referred to as “BBAC”)

地址：中国北京经济技术开发区博兴路 8 号 邮编：100176

Address: No.8 Boxing Road, Beijing Economic-Technological Development Area (BDA), Beijing 100176, P.R. China

乙方：(以下简称“供应商”)

Party B: (Hereinafter referred to as “Supplier”)

地址：

Address:

以下对北京奔驰和供应商，分别称为“一方”，或合称为“双方”。

BBAC and Supplier are referred individually to as “Party” or collectively to as “Parties”.

鉴于

### WHEREAS

1. 北京奔驰有意就其需求与供应商进行协商，以期供应商提供服务或产品(以下称“业务”)。

BBAC intends to negotiate with Supplier and expects Supplier to provide service and/or products in connection with demand of BBAC (hereinafter referred to as “Business”).

2. 为上述目的，一方有必要向对方披露一定的信息，并可能因进入对方营业场所、接触对方人员或生产对方所需货物而获知对方信息。为确保信息接受方对披露方的信息予以保密，双方特签订本保密协议。

It is necessary for a Party to disclose some information to the other Party for the aforementioned purpose. A Party may also learn about the other Party’s information by entering premises of the other Party, contacting the other Party’s staff or producing the goods demanded by the other Party. In order to secure that Recipient maintains the confidentiality of such information, both Parties conclude this Non-Disclosure Agreement.

## 1. 定义

### Definition

1.1. “保密信息”指：

a) 由披露方以任何形式向接受方提供的不为公众所知晓的信息；

b) 接受方在进入对方营业场所、接触对方人员或生产对方所需货物，而获知的对方的不为公众所知晓的信息；

上文 a) b) 中的信息包括但不限于：保密资料、商业秘密、商业计划、营销策略、产品信息、样品、成品、图像影音等。

“Confidential Information” shall mean:

a) any information which is provided by Disclosing Party to Recipient in any manner, but not known by public; and

b) any information which is known by Recipient when entering premises of the other Party, contacting the other Party’s staff or producing the goods demanded by the other Party, but not known by public;

Information of the a) and b) above includes but is not limited to confidential material, trade secrets, business plan, marketing strategy, product information, sample, finished product, image, video and audio etc.

1.2. “载体”指用于植入、记载或反映“保密信息”的任何和所有的仪器、模型、样品、原型、纸样文本、图纸、磁盘、磁带、光盘、储存器等物体。

“Media” shall mean any and all apparatus, modules, samples, prototypes, paper documents, drawings, disks, tapes, CD, memory, etc. in which the Confidential Information is embedded, recorded, contained or reflected.

1.3. “披露方”是指北京奔驰或供应商中向另一方提供保密信息的一方。

“Disclosing Party” is one Party of BBAC or Supplier, which provides the other Party with Confidential Information.

1.4. “接受方”是指北京奔驰与供应商中根据 1.1 接受或获知保密信息的一方；

“Recipient” is one Party of BBAC or Supplier, which receives or learns about Confidential Information from the other Party, according to Article 1.1.

1.5. “北京奔驰”亦包含其分公司；

“BBAC” shall include its branches as well.

## 2. 保密规定

### CONFIDENTIALITY

2.1. 接受方只能因“业务”之目的使用披露方的“保密信息”，除非披露方以书面形式明确同意可作他用。

Disclosing Party's Confidential Information shall be used by the Recipient only for the purpose of the Business, unless other purposes are expressly agreed to by the Disclosing Party in writing.

2.2. 接受方应对披露方的保密信息进行保密，以避免被披露给任何第三方，且该等保密等级不应低于对接受方自身同等重要的“保密信息”进行保密的程度。

Disclosing Party's Confidential Information shall be kept confidential by the Recipient with the confidential level which is not less stringent than the Recipient's confidential level for its own equally important confidential information, in order to avoid any disclosure to any third party.

2.3. 披露方的保密信息及其知识产权归披露方所有，除 2.1、2.2 款的规定外，接受方不因该等披露而拥有任何有关该等保密信息及知识产权的权益。

Disclosing Party's Confidential Information, together with the intellectual property rights reflected thereupon, shall be owned by Disclosing Party. Except for the right to use the Confidential Information for the BUSINESS stipulated in 2.1 and 2.2, Recipient shall not acquire any rights and interests of such Confidential Information and intellectual property rights arising from such disclosure.

2.4. 一方人员(包括其分包商人员)在对方营业场所中时，应遵守对方的对外来人员的管理规定，特别是保密方面的禁止性规定。

除经对方事先同意，一方不得于对方营业场所内抄录、拍照、录音、摄像、复印等。如获得对方事先同意，则通过上述方法获得的图文影音资料应视作“保密信息”。

Staff of a Party (including staff of its subcontractor) shall obey regulations of the other Party regarding management of external people, particularly prohibitive regulation about confidentiality.

A Party shall not transcribe, photograph, record audio/video and copy in the other Party's premises unless agreed by the other Party in advance. In case that a Party obtains permission from the other Party in advance, the images, text, video and audio acquired by the aforementioned method shall be regarded as “Confidential Information”.

2.5. 本协议亦应适用于北京奔驰的分公司并具有约束力。

This Agreement shall be applicable and binding to the branches of BBAC.

## 3. 保密期限

### CONFIDENTIALITY PERIOD

3.1. 对于所有保密信息的相应保密的义务的期限均为保密信息披露之日起 10 年。

The obligations of confidentiality contained herein shall in respect of any Confidential Information continue for a period of 10 years as of the date of the aforesaid Confidential Information disclosed.

## 4. 载体的返还或销毁

### RETURN OR DESTRUCTION OF MEDIA

4.1. 在过程中或业务终止后的三个月内，根据披露方的书面要求，接受方必须把披露方给予接受方的任何载体或其复制品(如有)返还给披露方或由接受方按披露方要求销毁。

During the Term or within 3 months after termination of the BUSINESS, at the request by Disclosing Party in writing, any Media and copies thereof (if any) provided to Recipient by Disclosing Party shall be returned to Disclosing Party or destroyed by Recipient as instruction of Disclosing Party.

## 5. 赔偿

### INDEMNITY

- 5.1. 如果接受方(包括其分包商、咨询顾问、董事、雇员、代理人 and 代表)违反或未履行本协议下的任何规定、保证及陈述, 接受方将对披露方由于其该等违反或未履行而造成的直接损失进行赔偿。

In case of breach or default of any provision, promise, assurance and statement of this Agreement by Recipient (including Recipient's subcontractor, consultants, directors, employees, agencies and representatives), Recipient shall indemnify Disclosing Party any direct losses, arising from such breach or default.

## 6. 其他

### MISCELLANEOUS

- 6.1. 双方同意对本协议及执行本协议所产生的争议将由中国法律进行管辖和解释。

The Parties agree that this Agreement and any disputes arising from implementation of this Agreement shall be governed by and construed in accordance with Chinese law.

- 6.2. 因保密协议引起或与保密协议有关的任何争议, 如果双方不能协商解决, 有争议一方应将争议提交北京奔驰所在地的中国国际经济贸易仲裁委员会进行仲裁。裁决是终局的, 对双方均具有约束力。争议协商和仲裁期间, 双方承诺继续履行保密协议或与保密协议有关的未受争议影响条款的权利和义务。

In case that any dispute arising from or in connection with the Non-Disclosure Agreement fails to be settled by Both Parties through consultation, the party with the dispute shall submit the dispute to the China International Economic and Trade Arbitration Committee in BBAC's place for arbitration. The result of arbitration is final and binding upon Both Parties.

During the dispute consultation and arbitration period, both Parties promise to continue performing the rights and obligations in the Non-Disclosure Agreement or in the terms and conditions related to the Non-Disclosure Agreement that are not affected by the dispute.

- 6.3. 本协议一式两份, 以中、英文两种文字书就, 甲乙双方各执一份为凭。两种文字具有同等法律效力, 当中英文内容解释不一致时, 以中文为准。

The Agreement shall be in duplicate. Party A and Party B hold one copy each. It is written in Chinese and English with equal legal force. In case of any inconsistency in interpretation between the above two languages, the Chinese one shall prevail.

- 6.4. 本协议自双方法定代表人或授权代表签字并盖章之日起生效。

The Agreement shall come into force upon the date when the legal representative or due representatives of both parties sign and seal on it.

**北京奔驰汽车有限公司**  
Beijing Benz Automotive Co., Ltd.

**供应商名称**  
Supplier Name

采购工程师  
P&S Buyer

项目经理  
Project Manager

日期 Date:

日期 Date:

采购高级经理  
P&S Senior Manager

授权代表  
Due Representative

日期 Date:

日期 Date: