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# MUTUAL NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

## 相互保密协议

Party A/甲方:

Party B/乙方: ATIC (Guangzhou) Co., Ltd./广州泰测检测认证有限公司

Address/地址: No. 501, C4 Building, Greenland Plaza, Science Town, Guangzhou, P.R. China/中国广州  
科学城绿地中央广场 C4 座 501

### Whereas:/鉴于:

Exchanging of relevant business and technological information is required for the ongoing business discussions or cooperation between Party A and Party B with respect to \_\_\_\_\_, this agreement is entered into by and between Party A and Party B through friendly consultations and under the principle of mutual benefit and joint development. / 双方正在就 \_\_\_\_\_ 进行会谈或合作, 需要取得对方的相关业务和技术资料, 为此, 双方本着互惠互利、共同发展的原则, 经友好协商签订本协议。

### 1. Definition of Confidential Information/保密资料的定义

Confidential information refers to data and information with respect to relevant businesses and technologies, whether in written or other forms, that have been disclosed by either Party A or Party B to the other party with clear label or designation of "confidential information"(hereinafter referred to as "confidential information"), excluding the following data and information:/ 双方中任何一方披露给对方的明确标注或指明是“保密资料”的相关业务和技术方面的书面或其它形式的资料和信息(简称: 保密资料), 但不包括下述资料和信息:

(1) Information that is already or to be make public available, except those disclosed by either Party A or Party B or their representatives in violation of this agreement and without authorization;/ 已经或将公布于众的资料, 但不包括双方或其代表违反本协议规定未经授权所披露的;

(2) Non-confidential information that has come to the attention of the receiving party before the disclosure of the other party;/ 在任何一方向接受方披露前已为该方知悉的非保密性资料;



(3) Non-confidential information offered by either party, before the disclosure of which the receiving party is not informed of the fact that the provider of this information (a third party) has signed a binding confidentiality agreement with the party disclosing the non-confidential information under this agreement, and the receiving party may reasonably presume that the information discloser is not forbidden to offer the information to the receiving party. /任何一方提供的非保密资料，接受方在披露这些资料前不知此资料提供者（第三方）已经与本协议下的非保密资料提供方订立过有约束力的保密协议，且接受方有理由认为资料披露者未被禁止向接受方提供该资料。

## **2. Obligations and Liabilities/双方责任**

(1) Both Party A and Party B represent to the other party as the provider and receiver of confidential information, and thus both undertake confidentiality obligations and liabilities. /双方互为保密资料的提供方和接受方，负有保密义务，承担保密责任。

(2) Neither Party A nor Party B shall disclose or make public any confidential information to a third party (including the press) or otherwise make use of the confidential information without the written approval of the other party; Both parties are obliged to urge their representatives not to disclose or make public any confidential information to a third party (including the press) or otherwise make use of the confidential information; unless the disclosure, publicity and application of the confidential information is required by the due performance of the obligations of the two parties in association with the undertaking and proceeding of the cooperative programs under normal circumstances (including obligations to be assumed by both parties in the future pursuant to the law and the contracts signed by the two parties). /双方中任何一方未经对方书面同意不得向第三方（包括新闻界人士）公开和披露任何保密资料或以其他方式使用保密资料。双方也须促使各自代表不向第三方（包括新闻界人士）公开或披露任何保密资料或以其它方式使用保密资料。除非披露、公开或利用保密资料是双方从事或开展合作项目工作在通常情况下应承担的义务（包括双方今后依法律或合同应承担的义务）适当所需的。

(3) Both parties shall strictly limit the access to the confidential information to their responsible representatives only for the purposes specified hereunder. /双方均须把保密资料的接触范围严格限制在因本协议规定目的而需接触保密资料的各自负责代表的范围内。

(4) Neither party shall provide a third party with copies or duplicates of the confidential information disclosed by the other party or its representative, whether intentionally or not, unless the disclosure is allowed by a written agreement signed by the two parties. /除经过双方书面同意而必要进行披露外，任何一方不得将含有对方或其代表披露的保密资料复印或复制或者有意无意地提供给他人。

(5) In the event that the proceeding of the cooperative program ceases or either party quits the program with reasons, a party shall and shall urge its representatives to destroy or return to the other party all confidential information as well as all documents and materials and all duplicates thereof containing confidential information within five working days, upon the request of the other party at any time. Nevertheless, the party possessing the confidential information may keep one piece of the duplicates of the documents or materials described above only for the purpose enshrined in Article 4 hereunder, without breaching other provisions of this agreement. /如果合作项目不再继续进行或其中一方因故



退出此项目，经对方在任何时候提出书面要求，另一方应当、并应促使其代表在五个工作日内销毁或向对方返还其占有的或控制的全部保密资料以及包含或体现了保密资料的全部文件和其它材料并连同全部副本。但是在不违反本协议其它条款的条件下，双方可仅为本协议第四条之目的，保留上述文件或材料的复制件一份。

(6) Either Party A or Party B shall and shall urge their respective representatives to treat the confidential information provided by the other party with a degree of care no less than that used for the similar information in its own possession. However, under no circumstances shall the treatment of the confidential information be held under a reasonable degree of care. /双方将以并应促使各自的代表以不低于其对自己拥有的类似资料的照料程度来对待对方向其披露的保密资料，但在任何情况下，对保密资料的照料都不能低于合理程度。

(7) During testing, inspection, certification, compliance service or other service process based on laws, regulations and policies or necessity of project deployment by Party B, when technical documents and application documents need to be submitted to Ministry of Transport, Supervision Department, Approval Authority, Certification Body, Laboratory, Service Agent, Customs, Logistic Company etc. Party B shall only submit necessary technical documents and application documents and all the documents directly from Party A shall be confirmed by Party A before submitting. /在乙方提供检测、检验、认证、合规或其他服务过程中由于法律、法规、政策规定或项目开展所需，需要提交必要的技术资料及申请文件给各国交通部、监管部门、批准机构、发证机构、实验室、代理机构、海关、物流公司等情况下，乙方应确保仅提交必要的技术资料及申请文件且由甲方直接提供的资料在被提交前需与甲方进行确认。

### **3. Intellectual Property Rights/知识产权**

Disclosure of the confidential information by either Party A or Party B to the other party or its representatives shall not be construed to constitute an assignment or grant to the other party or its representatives of the rights and interests in relation to its trade secrets, trademarks, patents, know-how or any other intellectual property, nor shall it constitute an assignment or grant to the other party or its representatives the rights and interests in relation to the trade secrets, trademarks, patents, know-how, or any other intellectual property authorized by a third party. /双方向对方或对方代表披露保密资料并不构成向对方或对方的代表的转让或授予另一方对其商业秘密、商标、专利、技术秘密或任何其它知识产权拥有的权益，也不构成向对方或对方代表转让或向对方或对方代表授予该方受第三方许可使用的商业秘密、商标、专利、技术秘密或任何其他知识产权的有关权益。

### **4. Preservation and Application of the Confidential Information/保密资料的保存和使用**

(1) Either Party A or Party B has the right to preserve necessary confidential information, so as to make use of which in implementing binding laws, regulations, and obligations under their cooperative programs. /双方中的任何一方有权保存必要的保密资料，以便在履行其在合作项目工作中所承担的法律、规章与义务时使用该保密资料。

(2) Either Party A or Party B has the right to make use of the confidential information to defend against any claims, lawsuits, judicial proceedings, and accusations towards the receiving party or its

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representatives in relation to the programs hereunder and relevant affairs, or to respond to summons, subpoena, or other legal proceedings with respect to the programs hereunder and relevant affairs. / 双方有权使用保密资料对任何针对接受方或其代表的与本协议项目及其事务相关的索赔、诉讼、司法程序及指控进行抗辩，或者对与本协议项目及其事务相关的传唤、传票或其他法律程序做出答复。

(3) Either party can, in light of actual demand, disclose the confidential information in any reports, statements or certificates submitted to any regulatory organs at municipal, provincial, central, or other levels that have jurisdiction or assert having jurisdiction over the receiving party, after informing the other party in written form and making a copy for the other party of the disclosed information. / 任何一方在书面通知对方并将披露的复印件抄送对方后，可根据需要在提交任何市、省、中央或其他对接受方有管辖权或声称对接受方有管辖权的监管团体的任何报告、声明或证明中披露保密资料。

#### **5. Dispute Settlement and Governing Laws/争议解决和适用法律**

This agreement shall be governed by and be interpreted in accordance with the laws of the People's Republic of China. With respect to any issues, disputes, lawsuits or proceedings arising from or in connection with the rights and obligations of the parties hereunder, the two parties shall irrevocably accept the jurisdiction of the people's courts of the People's Republic of China. / 本协议受中华人民共和国法律管辖并按中华人民共和国法律解释。对因本协议或本协议各方的权利和义务而发生的或与之有关的任何事项和争议、诉讼或程序，本协议双方不可撤销地接受中华人民共和国法院的管辖。

#### **6. Term of the Agreement/协议有效期**

(1) This agreement shall remain effective for 2 years, and shall come into force as from the date when both parties sign and stamp the company chop on the agreement. / 本协议有效期为2年，自双方签字盖章之日起生效。

(2) This agreement shall be held in 2 copies of the same form. Each party shall preserve 1 copy with equal legal effect. / 本协议一式2份，双方各执1份，具有同等法律效力。

Party A/甲方：

By/姓名：

Title/职位：

Date/日期：

Party B/乙方：广州泰测检测认证有限公司

By/姓名：Qi, Aaron/齐晓东

Title/职位：Homologation Director/认证业务总监

Date/日期：