

## 保 密 協 議 / Nondisclosure Agreement

編號/No : \_\_\_\_\_

甲方 /

Party A :

地址/ADD :

電話/TEL :

傳真/FAX :

乙方 /

Party B :

地址/ADD :

電話/TEL :

傳真/FAX :

訂立本協定旨在乙方為顧客提供規範、保密的翻譯、多媒體製作、網站軟體本地化或其他服務。雙方本著平等互利的原則經友好協商，達成以下協議：

This agreement is made to provide the customers with normal and confidential services such as translation, multimedia production, website and software localization. Both parties have reached the following items based on the principle of equality and mutual benefit after the friendly consultation:

專案服務概要或要求/ Summary of project : \_\_\_\_\_

### 一、 保密範圍和內容/ Scope and Content of Confidentiality :

本協議所涉及的甲乙雙方在合作過程中由甲方向乙方提供的未向社會公開的技術情報和商業秘密。乙方必須嚴格保密和控制知情範圍，承擔保密義務。

During the cooperation of both parties, the undisclosed technical information and business secrets which are offered by Party A must be kept secret and controlled the known range by Party B, and Party B take the confidential responsibility.

### 二、 保密資料的使用/ Use of Confidential Information :

乙方按照甲方的服務要求使用保密資料，不得出借、出租、贈與、轉讓甲方的保密資料或協助不承擔保密義務的任何第三人使用甲方的商業秘密。

Party B uses the confidential information according to the requirements of Party A. It is prohibited to loan, lease, present and transfer the confidential information or assist the third person who dose not assume any obligation of confidentiality to use the commercial secrets of Party A.

### 三、 保密資料的歸還/ Return of Confidential Information :

專案服務完成後，所有保密資料，包括原件、影本、軟碟、光碟、電子郵件、電子文檔等，必須完整地交還甲方。乙方因項目合作所產生的相關甲方保密資料在交付給甲方後也予以銷毀，不得留存自用。

After completing the project service, all of confidential information must be returned to Party A, including scripts, copies, soft disks, e-mails and electronic documents etc. The relevant information of Party A due to the project cooperation must be destroyed after the delivery. Party B could not keep it for personal use.

四、**保密有效期/ Valid Period of Confidentiality :**

乙方的保密義務自本協定簽署開始至該保密資料公開時為止。

The obligation of confidentiality of Party B starts from the signing of this agreement to opening it to the public.

五、**違約責任/ Obligation of Defaulting :**

因乙方原因被認為可能導致洩密的，乙方應竭盡全力採取預防或補救措施並儘快通知甲方以便進一步採取措施。如因乙方違約導致甲方的經濟損失，則給予相應的金額補償，但補償金額不超過乙方向甲方收取的服務費用的總額。

For the reasons of Party B may lead to the leakage of confidential information, Party B should make every effort to take preventive or remedial measures as soon as possible and notify Party A to take further measures. If the economic loss is caused because of Party B's defaulting, Party B should compensate Party A. However, the amount of compensation shall not exceed the Party B's total charge of service.

六、**免責聲明/ Statement of Disclaimer :**

在雙方簽署本協定前，若該保密資料已被公開，或者乙方已經擁有相關保密內容的資料，或者因其他第三方導致的洩密，則視為不屬於乙方保密義務範圍，不承擔保密責任。

If the confidential information has been opened or Party B has owned this information or led to leak by other third person before the signing of this agreement, it is not the obligation scope of Party B, and Party B shall not take the confidentiality obligation.

七、**爭議的解決辦法/ Solution on Dispute :**

雙方因執行本協定而產生的爭議糾紛應由雙方協商調解解決。若協商調解不成或一方不願協商調解的，任何一方都有提起訴訟的權利。

The contentious disputes caused during the agreement operation should be resolved by negotiation. If the negotiation is defeated or one Party is unwilling to negotiate it, either Party has the right to sue the other Party.

八、**本協議未盡事項，經雙方協商一致後可簽訂補充協定，補充協定與本協定具有同等效力。本協議一式兩份，甲乙雙方各執一份，經簽章後具有同等法律效力。**

Items not covered by this Agreement shall be specified in the supplemental agreement after negotiation by both parties; the supplemental agreement has the same effect with this Agreement. This Agreement is made in duplicate; both parties have each one respectively either has the same legal effect after the seal.

甲方/ Party A :

乙方/ Party B : 香港翻得好國際集團有限公司

Hongkong Findhow International Group Limited

簽章/Signature and seal :

簽章/Signature and seal :