



## **Disclaimer**

**Anyone interested in using an NNN for business in China should contact their law firm to draft an NNN Agreement to be used with their Chinese supplier.**

**The Product Development Academy provides this NNN Agreement solely for reference and to enable the study and discussion the contents of similar agreements to be used with Chinese suppliers. The Product Development Academy is not authorized to provide legal advice and counsel. The Product Development Academy does not represent itself as providing legal advice and counsel. The Product Development Academy does not suggest anyone use the NNN Agreement in business operation directly. Anyone who uses this document should consult with an authorized legal counsel and customize the NNN Agreement in accordance with their own business situation. The Product Development Academy and affiliated personnel are exempt from any liability incurred by using NNN Agreement provided herein.**

**The NNN Agreement provided herein is edited by attorney Richard Lei Zhang of Z&T LAW FIRM, Guangzhou China according to his experience in the sector. Attorney Richard Lei Zhang has practiced in the sector of international trade and cross-border IP protection for fifteen years and provides local legal support to purchasers all over the world from China.**

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**Non-circumvention / Non-disclosure/Non-Competition Agreement**  
**反规避/保密及不竞争协议**

Party A \_\_\_\_\_

Registered Address \_\_\_\_\_

甲方 \_\_\_\_\_

注册地址: \_\_\_\_\_

Party B 乙方: \_\_\_\_\_

Address 注册地址: \_\_\_\_\_

WHEREAS,

鉴于

(a) Party B may engage Party A to manufacture \_\_\_\_\_ and related products;

乙方可能会委托甲方生产 \_\_\_\_\_ 或相关产品;

(b) Party B may introduce or reveal some third parties to Party A during the stage of contract negotiation or contract performance;

在合同谈判或者履行阶段, 乙方可能会向甲方介绍或披露一些第三方;

(c) Party B may provide Confidential Information or Party B's intellectual property to Party A during the stage of contract negotiation or contract performance.

在合同谈判或者履行阶段, 乙方可能会向甲方披露保密信息或乙方知识产权;

NOW, THEREFORE, the Parties agree to abide by the following terms and conditions:

因此, 双方协议遵守条款如下:

Section One Non-Circumvention

第一节 禁止规避义务

Article 1 Party A shall NOT directly or indirectly contact, deal with, or transact with any customers of Party B without the specific written approval of Party B.

第一条 未经乙方专门的书面许可, 甲方不得直接或者间接与乙方的任何客户进行接触、订立合同或进行交易。

Article 2 Party A shall NOT directly or indirectly contact, deal with, or transact with any corporation, enterprise, individual, or entity which introduced or revealed by Party B without the specific written approval of Party B.

第二条 未经乙方专门的书面许可, 甲方不得直接或者间接地与乙方介绍或披露的任何公司、

企业、个人或其他实体进行接触、订立合同或进行交易。

Article 3 Party A undertakes NOT directly or indirectly, including make use of a third party, to circumvent or avoid any of its obligations under this Agreement.

第三条 甲方保证不会以直接或者间接方式, 包括利用第三方, 以规避或逃避其在本协议项下的任何义务。

## Section Two Obligation of Confidentiality

### 第二节 保密

#### Article 4 Confidential Information

Party B may disclose certain of their Confidential Information to Party A. Confidential Information shall include without limitation all data, formulas, processes, designs, text, images, technology, specifications, manuals, business plans, software, financial information, clients information, which disclosed or submitted, orally, in writing, or by other media or any such information whatsoever, to Party A, regardless of whether the term “confidential” or a similar designation, is anywhere indicated thereon.

#### 第四条 保密信息

乙方可能会向甲方披露一定的保密信息。保密信息包括但不限于通过口头、书面或者其他媒介披露或者递交给甲方的所有数据、配方、程序、设计、文本、图像、技术、说明书、手册、经营计划、软件、财务信息、客户信息及类似信息, 而不管这些保密信息上有没有标明“保密”字样或者类似说明。

#### Article 5 Non-Disclosure

Party A agrees that the Confidential Information is to be considered confidential and proprietary to Party B and Party A shall hold the same in strict confidence, shall not use the Confidential Information other than for the purposes of its transaction with Party B.

Party A will not discuss, disclose, publish or otherwise reveal any of the confidential Information received from Party B to any other party, firm, corporation, or entity whatsoever, except with the specific prior written authorization of Party B.

Upon the request of Party B, Party A shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within seven (7) days of such request.

#### 第五条 保密

甲方同意保密信息为乙方机密并为乙方所有, 甲方应当同样严格保密, 不能将保密信息用于与乙方交易以外的目的;

甲方不能讨论、披露、公开或者以其他方式泄露来自乙方的任何保密信息给其他第三方、企业、公司或者任何实体, 除非经由乙方事先书面授权。

根据乙方的要求, 甲方应当在乙方提出要求后的七天内, 归还所有以书面或者有形形式接收

的保密信息，包括副本、复制品或者其他含有保密信息的媒介。

#### Article 6 Development or Changes to the Confidential Information

Any development or changes to Party B's Confidential Information shall still belong to Party B, no matter such development or changes are made by Party A or Party B. Such development or changes to above mentioned Confidential Information shall be governed automatically by this Agreement.

#### 第六条 保密信息的改进或改动

任何对乙方保密信息的改进或改动，无论由甲方或乙方进行，均应归属于乙方所有。上述对保密信息的改进或改动应自动适用本协议。

### Section Three Non-use & Non competition

#### Article 7 Protection on Party B's intellectual property

Party A shall not register any Party B's intellectual property which has been disclosed publicly in one jurisdiction, including but not limited to patent, trademark or copyright, in any other jurisdictions.

Party A shall not make, use, sell or offer for sell any product which contains Party B's intellectual property without Party B's written consent.

#### 第七条 对乙方知识产权的保护

甲方不得将乙方已在某一司法辖区已经公开的知识产权，包括但不限于专利、商标、版权，在任何其他司法辖区进行登记。

甲方不得未经乙方书面同意，生产、使用、销售或许诺销售任何包含乙方知识产权的产品。

#### Article 8 Non-use

Party A shall hold and maintain above-mentioned Confidential Information in strict confidence for the sole and exclusive benefit of Party B. Without the written approval of Party B, Party A shall not use any Party B's Confidential Information or intellectual property for production or distribution.

Without the written approval of Party B, Party A shall not attach/use any Party B's logo or label on any product not of Party B.

#### 第八条 不使用

甲方应仅为乙方利益而持有上述保密信息并予以严格保密。未经乙方书面同意，甲方不得使用任何乙方保密信息或知识产权进行生产或销售。

未经乙方书面同意，甲方不得将乙方的商标、标志附着/使用在任何非乙方的产品上。

#### Article 9 Non Competition

Party A shall not compete with Party B by making use any of Party B's Confidential Information or intellectual property.

Without Party B's written consent, Party A shall not make, use, sell, offer to sell any products which were designed/developed by Party B or customized for Party B.

## 第九条 不竞争

甲方不应利用乙方的保密信息或知识产权与乙方进行竞争。

未经乙方书面同意，甲方不得生产、使用、销售或许诺销售任何乙方设计/研发的产品或为乙方定制的产品。

## Section Four Miscellaneous

### 第四节 杂项

#### Article 10 Moulds and Intellectual Property

Tooling and moulds which are paid for by Party B shall be the property of Party B. Party B has full ownership and control over all tooling, moulds and its intellectual property involved. Party A shall deliver the tooling and moulds to Party B when requested without extra fees or charges.

#### 第十条 模具和知识产权

乙方付款的模具属于乙方所有的财产。乙方对模具及相关知识产权拥有所有权。当乙方要求时，甲方应无偿将模具交付给乙方。

#### Article 11 The Obligation of Sub-Contractors

Party A pledges that its sub-contractors will bear the same obligation under this Agreement.

#### 第十一条 分包商的义务

甲方保证其分包商会承担本协议项下的义务。

#### Article 12 Parties bound

This Agreement shall be binding upon all undersigned Parties and their heirs, successors, associates, affiliates and assigns. Party A shall take all reasonable steps to ensure that their Employees, Agents, Representatives, Officers, Independent Contractors, Subcontractors, Shareholders abide by the provisions of this Agreement.

#### 第十二条 约束范围

本合同对以下签字方和其继承者、继任者、关联方、附属方和受让人都具有约束力。甲方应当采取合理步骤确保其员工、代理、代表、管理层、独立承包商、分包商和股东均遵守本协议条款。

#### Article 13 Breach of Agreement

In case Party A breach its obligations under this Agreement, Party B is entitled to following remedies: (1) request Party A to compensate a monetary penalty for breaching the contract at the amount of USD \_\_\_\_\_; or (2) \_\_\_\_\_.

#### 第十三条 违反协议

如甲方违反本协议中的义务，乙方有权要求以下救济方式：（1）要求甲方赔偿违约金 \_\_\_\_\_ 美元；或者（2）\_\_\_\_\_。

#### Article 14 Arbitration

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第十四条 仲裁

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Article 15 Governing Law and Contract Language

This Agreement shall be governed by the laws of \_\_\_\_\_.

This Agreement has two original copies and each party hold one copy. This Agreement is made in both English and Chinese language. When there is any conflict between the Chinese version and English version, the \_\_\_\_\_ version shall prevail.

第十五条 适用法律与合同语言

本合同适用\_\_\_\_\_。

本合同有两份正本，每方各持一份。本合同使用中文和英文两种语言。当中英文两种版本发生冲突，以\_\_\_\_\_版本为准。

Article 16 Term of the Agreement

This Agreement enters into effect since the date duly signed by both Parties. The term of this Agreement is \_\_\_\_\_ Year.

第十六条 期限

本协议自双方签署之日起生效，协议的有效期限为 \_\_\_\_\_ 年。

Attachment: Photocopy of Business License of Party A

附件： 甲方的营业执照复印件

Party A:

甲方

Signature & Seal

签署盖章:

Date 日期:

Party B:

乙方

Signature & Seal

签署盖章:

Date 日期: