

## Instructions for the Simplified NNN

**Party A** is you, or your legal entity

**Party B** is the supplier. The first two lines are for English. The next two are the same, but in Chinese. Ask them for their registered business name, in Chinese, and their address in Chinese, and cut + paste them into the lines provided. Alternatively, you can ask them to fill in the information themselves.

a) Fill in the product you are manufacturing. Ask the factory to fill in the product name in the Chinese section. Double check what they have written with Google Translate or similar program.

**Article 10** Fill in 'China' and 'Chinese' Ask the factory to fill in the matching areas. Double check what they have written with Google Translate or similar program.

**Article 11** fill in 3 and 3, This will make the term three years.

This NNN should suffice for most products sourced by Amazon FBA Sellers. For more complicated unique products, you should consult with a Chinese attorney.

Please contact [steven@productdevelopmentacademy](mailto:steven@productdevelopmentacademy) for a direct introduction to an attorney who can draft and negotiate an NNN for you.

## Non-Circumvention / Non-Disclosure/Non-Competition Agreement

### 反规避/保密及不竞争协议

Party A 甲方: \_\_\_\_\_

Address 注册地址: \_\_\_\_\_

Party B \_\_\_\_\_

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

乙方 \_\_\_\_\_

注册地址: \_\_\_\_\_

WHEREAS,

鉴于

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

甲方可能会委托乙方生产 \_\_\_\_\_ 或相关产品;

(b) Party A may provide Confidential Information to Party B during the stage of contract negotiation or contract performance.

在合同谈判或者履行阶段，甲方可能会向乙方披露保密信息；

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：

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

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

Article 2 Party B undertakes NOT directly or indirectly, including make use of a third party, to circumvent or avoid any of its obligations under this Agreement.

第二条 乙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。

### Article 3 Confidential Information

Party A may disclose certain of their Confidential Information to Party B. 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 B, regardless of whether the term “confidential” or a similar designation, is anywhere indicated thereon.

#### 第三条 保密信息

甲方可能会向乙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乙方的所有数据、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无标明“保密”字样或者类似说明。

### Article 4 Non-Disclosure

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

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

Upon the request of Party A, Party B 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.

#### 第四条 保密

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

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

根据甲方的要求，乙方应当在甲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 5 Development or Changes to the Confidential Information

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

#### 第五条 保密信息的改进或改动

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

#### Article 6 Non-use

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

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

#### 第六条 不使用

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

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

#### Article 7 Non Competition

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

#### 第七条 不竞争

乙方不应利用甲方的保密信息或知识产权与甲方进行竞争。

#### Article 8 The Obligation of Sub-Contractors

Party B pledges that its sub-contractors will bear the same obligation under this Agreement and will bear joint liability.

#### 第八条 分包商的义务

乙方保证其分包商会承担本协议项下的义务并承担连带责任。

#### Article 9 Parties bound

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

#### 第九条 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。乙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 10 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.

第十一条 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 11 Term of the Agreement

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

第十二条 期限

本协议自双方签署之日起生效，协议的有效期限为\_\_\_\_\_年。

Party A:

Party B:

甲方

乙方

Signature & Seal

Signature & Seal

签署盖章:

签署盖章:

Date 日期:

Date 日期: