**保密协议 (Non-Disclosure Agreement)**

本协议由以下双方于 \_\_\_\_\_\_\_ 年 \_\_\_\_\_\_\_ 月 \_\_\_\_\_\_\_ 日签署：
This Agreement is made on \_\_\_\_\_\_\_ (Year) \_\_\_\_\_\_\_ (Month) \_\_\_\_\_\_\_ (Day) between the following parties:

**披露方（甲方）：**
**Disclosing Party (Party A):**

公司名称：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

公司地址：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Company Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

联系方式：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Contact Information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**接收方（乙方）：**
**Receiving Party (Party B):**

公司名称：深圳市协力丰科技有限公司
Company Name: Shenzhen Xielifeng Technology Co., Ltd.

公司地址：中国广东省东莞市凤岗镇龙平西路66号3栋201室

Company Address: Room 201, Building 3, No. 66, Longping West Road, Fenggang Town, Dongguan, Guangdong, China.

联系方式：(+86) 769 82081418

Contact Information: (+86) 769 82081418

**1. 定义与范围**
**1. Definitions and Scope**

1.1 甲方可能会向乙方披露有关定制机加工零件的设计图纸、技术资料、生产工艺、商业计划、客户信息及其他相关机密信息（以下简称“机密信息”）。
1.1 Party A may disclose to Party B confidential information regarding custom machined parts, including designs, technical data, production processes, business plans, client information, and other related confidential information (hereinafter referred to as 'Confidential Information').

1.2 机密信息包括但不限于书面、电子、口头及其他形式的信息。
1.2 Confidential Information includes but is not limited to information in written, electronic, oral, and other forms.

**2. 保密义务**
**2. Confidentiality Obligations**

2.1 乙方承诺：
2.1 Party B agrees:

· 不向任何第三方披露、传播或泄露机密信息；
· Not to disclose, transmit, or reveal Confidential Information to any third party;

· 仅将机密信息用于双方合作或业务所需的目的；
· To use Confidential Information only for the purposes of cooperation or business needs;

· 采取合理的安全措施，防止机密信息被任何未经授权的人员获取。
· To take reasonable security measures to prevent unauthorized access to Confidential Information.

**3. 保密例外**
**3. Exceptions to Confidentiality**

以下情形不属于机密信息：
The following circumstances are not considered Confidential Information:

3.1 信息已为公众所知的；
3.1 Information already publicly known;

3.2 非因乙方违反本协议而为公众所知的；
3.2 Information made public without Party B's breach of this Agreement;

3.3 乙方在接收前已合法获取的；
3.3 Information legally obtained by Party B prior to receipt;

3.4 乙方在不依赖甲方机密信息的情况下，独立开发或发现的信息。
3.4 Information independently developed or discovered by Party B without reliance on Confidential Information.

**4. 知识产权**
**4. Intellectual Property**

4.1 甲方披露的机密信息及相关知识产权的所有权归甲方所有，乙方不得主张任何权利。
4.1 The ownership of Confidential Information and related intellectual property disclosed by Party A belongs to Party A, and Party B shall not claim any rights.

4.2 双方在本协议项下的合作中所产生的任何定制零件的设计、工艺等成果的知识产权，归甲方或双方根据合作约定确定归属。
4.2 Intellectual property arising from the cooperation under this Agreement, such as designs or processes for custom parts, belongs to Party A or is determined based on mutual agreement.

**5. 违约责任**
**5. Breach of Agreement**

5.1 如乙方违反本协议的任何条款，导致甲方利益受损，乙方需承担由此造成的全部损失，包括但不限于经济损失、诉讼费用及合理的律师费。
5.1 If Party B breaches any provision of this Agreement, resulting in damages to Party A, Party B shall bear all losses caused, including but not limited to economic loss, litigation costs, and reasonable attorney fees.

**6. 协议期限**
**6. Term of Agreement**

6.1 本协议自双方签署之日起生效，持续有效期为 \_\_\_\_\_\_\_ 年。
6.1 This Agreement shall take effect from the date of signature by both parties and remain in force for \_\_\_\_\_\_\_ years.

6.2 若合作终止，乙方的保密义务在协议到期后仍继续有效，持续时间为合作终止后 \_\_\_\_\_\_\_ 年。
6.2 If cooperation is terminated, Party B's confidentiality obligations shall continue for \_\_\_\_\_\_\_ years after termination.

**7. 其他条款**
**7. Miscellaneous**

7.1 本协议受中华人民共和国法律管辖，任何争议应通过友好协商解决，协商不成的，提交甲方所在地法院裁决。
7.1 This Agreement is governed by the laws of the People's Republic of China. Any disputes shall be resolved through friendly negotiation; if unresolved, the dispute shall be submitted to the court in Party A's jurisdiction.

**甲方（盖章）：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
**Party A (Seal): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

授权代表：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**乙方（盖章）：深圳市协力丰科技有限公司**
**Party B (Seal): Shenzhen Xielifeng Technology Co., Ltd.**

授权代表：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_