**MUTUAL NON-DISCLOSURE AGREEMENT**

**保密协议**

表单编号：Fm-4-04-095

有效版本：A/0

This Agreement is effective as of \_ \_, 2023 (“**Effective Date**”) and is entered into by and between:

本协议由以下双方签署并于2023年\_ 月\_ \_日生效（“生效日”）：

**1）Guangzhou Battsys Co., Ltd.**, a company incorporated in China with registered number 914401017934816247 and having its registered office at (Factory 2) (Factory 3) Xili Village, DongYong Town, Nansha District, Guangzhou City, Guangdong Province (简称Battsys或丰江); and

**广州丰江电池新技术股份有限公司**, 在中国注册的公司（注册号为914401017934816247），其注册地为广东省广州市南沙区东涌镇细沥村（厂房二）（厂房三） ；和

1. , a company incorporated in China with registered number and having its registered office at

 ;

 (简称“ ”)，在中国注册的公司（注册号为 ，其注册地为 ;

(together the “**Parties**” and each a “**Party**”).

(以上合称“双方”，单称“一方”)。

1. **1.Definitions定义**

## Except where the context otherwise requires, the following terms shall have the following

## meanings when used in the Agreement:

## 除非文义另有要求，以下词语定义如下：

1. **1)Affiliates** means any entity which controls, is controlled by or is under common control with a party, and **control** means the ability, directly or indirectly, to direct the affairs of that party by means of ownership, contract or otherwise.
2. **关联方**是指控制、被控制或与一方处于共同控制之下的任何实体，控制是指通过所有权、合同或其他方式直接或间接指导该方事务的能力。
3. **2)Confidential Information** means all business and/or technical information: (i) relating to the subject matter of this letter or the Supplier Project Work; (ii) concerning BATTSYS and its Products, operations, research and development efforts, inventions, trade secrets, computer software, plans, intentions, market opportunities, processes, methods, policies, recipes, formulae, vendor and customer relationships, finances and other business operations and affairs; and (iii) of third parties that BATTSYS maintains in confidence including BATTSYS’s electronic materials suppliers, that has been or may be disclosed to Supplier in written and/or other Materials, through Supplier’s access to premises, equipment or facilities of BATTSYS and/or its Affiliates and/or Supplier, or by oral communication with employees, consultants, or agents of BATTSYS and/or Supplier, in connection with, or incidental to, the Supplier Project Work and all tangible embodiments of such information. The Confidential Information of BATTSYS shall include the Confidential Information of its Affiliates.
4. **保密信息**指所有业务和/或技术信息:(i)与本协议主题或丰江项目工作相关的所有业务和/或技术信息;(ii)关于丰江及其产品、经营、研发努力、发明、商业秘密、计算机软件、计划、意图、市场机会、流程、方法、政策、配方、公式、供应商和客户关系、财务及其他业务运作和事务;和丰江保密的客户信息(iii)包括已经或可能向供应商书面披露和/或其他材料,通过供应商进入丰江和/或其附属公司和/或供应商场地、设备或设施的, 或通过与丰江和/或供应商员工、顾问或代理人口头沟通的在联系,或偶然的,供应商的项目工作以及此类信息的所有有形体现。丰江的保密信息应包括其关联公司的保密信息。
5. **3)Intellectual Property Rights** means all rights in any country or jurisdiction in patents, inventions, trade secrets and other rights in know-how, copyrights (including any extensions or renewals), rights affording equivalent protection to copyright, data, rights in database, registered designs, design rights, industrial designs and utility models, trademarks, trade names, trade dress, logos, domain names, business names and all registrations or applications to register any of the foregoing items.
6. **知识产权**是指任何国家或司法管辖区对专利、发明、商业秘密和其他权利在技术、版权(包括任何扩展或续签), 权利提供相当于保护版权,数据,在数据库,注册的设计,设计的权利,工业设计、实用新型、商标、贸易名称、商业外观、商标、域名、企业名称和所有登记或任何前述项目的申请注册的所有权利。
7. **4)Work Product** means all tangible and intangible property, including testing technology equipment, reports, assessments, drawings, designs, specifications, documentation, software (including source code and object code), programs, training materials, photographs, results, samples, processes, plans, recommendations, inventions, discoveries and all other materials and ideas, prepared or developed by or on behalf of the Supplier through the provision of the Supplier Project Work.
8. **工作产品**包括所有有形和无形财产,包括由或代表供应商通过提供供应商项目工作准备或开发的测试设备、技术报告、评估、图纸、设计、规范、文档、软件(包括源代码和目标代码)、程序、培训资料、照片、结果、样品、流程、计划、建议、发明、发现和所有其他材料和想法。
9. **2.Confidentiality Obligations保密义务**
	1. Supplier acknowledges that, in connection with the performance of the Supplier Project Work, Supplier may be exposed to confidential information belonging to BATTSYS or of third parties including BATTSYS’s electronic materials suppliers. Supplier therefore undertakes to comply with the following confidentiality obligations (**Confidentiality Obligations**):

供应商确认，在项目工作的执行过程中，供应商可能会接触到属于丰江及其客户的机密信息。因此，供应商承诺遵守以下保密义务:

* + 1. 1) to hold the Confidential Information in strict confidence, to apply to all Confidential Information at least the same degree of care with which it treats its own proprietary and confidential information (being no less than a reasonable standard of care), and to refrain from using any Confidential Information for its own or any third party's benefit or in any other manner not authorized in writing by BATTSYS;

持有的保密信息严格保密,至少适用于所有保密信息同等程度的保护,专有和机密信息有一个合理的保护标准,并避免在丰江未书面授权下以任何其他方使用任何机密信息为其自身或任何第三方的利益或;

* + 1. 2) not to disclose to any third party that Supplier is performing the Supplier Project Work as Supplier’s Supplier pursuant to the Agreement between BATTSYS and Supplier;

不得向任何第三方披露供应商正在按照丰江的协议执行的项目工作;

* + 1. 3) not to disclose the existence and terms of this letter;

不透露本协议的存在和条款；

* + 1. 4)to limit the dissemination of any Confidential Information within its organization to those of its employees who have a strict need to know such Confidential Information for the purposes of the Supplier Project Work;

将其组织内任何机密信息的传播限制在其雇员为供应商项目工作而严格需要了解该等机密信息的范围内；

* + 1. 5) to only disclose Confidential Information to Supplier's employees who are subject to confidentiality obligations substantially similar to those contained in these Confidentiality Obligations and who have been adequately trained in the handling and preservation of third-party confidential information and to ensure that such employee training is adequately documented;

只向供应商的雇员披露保密信息属于保密义务，本质上类似于那些已经包含在这些保密义务和充分训练的第三方保密信息的处理和保存,并确保这些员工培训充分记载；

* + 1. 6) to accept responsibility for any use or disclosure of Confidential Information by its employees and representatives in violation of the terms of these Confidentiality Obligations and to take such steps as may be required by applicable law to enforce its obligations under the Confidentiality Obligations;

接受责任,使用或披露任何保密信息的员工和代表违反上述保密义务的条款,采取这样的措施可能需要通过适用法律执行其义务的保密义务；

* + 1. 7) upon request (at any time) from BATTSYS, return to BATTSYS all written and other materials containing Confidential Information provided to the Supplier by BATTSYS or Supplier in connection with the Supplier Project Work including all copies thereof, within 30 days of receipt of such request; this shall not apply to copies of electronically exchanged Confidential Information made as a matter of routine information technology back-up and to Confidential Information or copies thereof which must be stored by the Supplier according to mandatory law provided that the Confidentiality Obligations shall continue to apply for any such retained Confidential Information and provided that subject to clause 8) such copies and Confidential Information therein may not be used or disclosed for any purpose except if BATTSYS gives permission in writing;

根据BATTSYS的要求，在收到该要求后30天内，评估是否将BATTSYS就供应商项目工作向供应商提供的包含机密信息的所有书面材料和其他材料(包括所有副本)归还给BATTSYS; 这不适用于电子交换保密信息的副本作为例行公事信息技术备份,必须存储机密信息或副本由供应商根据强制性法律规定,保密义务应继续申请保留任何此类机密信息和提供条款8)这样的副本和机密信息不得使用或为任何目的披露，但BATTSYS给予书面许可的除外;

* + 1. 8) to notify BATTSYS immediately if the Supplier is requested or required to disclose any Confidential Information to a third party in connection with any civil or criminal investigation or any judicial or administrative proceeding, so that BATTSYS (or its relevant Affiliate) may if it chooses seek an appropriate protective order;

立即通知BATTSYS如果供应商请求或要求披露任何机密信息给第三方的任何民事或刑事调查或任何司法或行政诉讼,使BATTSYS(或其相关附属)可以选择寻求适当的保护令;

* + 1. 9) Supplier's obligations of confidentiality contained in the Confidentiality Obligations shall not apply to information that: (i) at the time of disclosure was in the public domain or comes into the public domain other than through breach of these Confidentiality Obligations by Supplier; (ii) was known by Supplier (as established by Supplier's own records or other competent proof) before disclosure by BATTSYS and/or its Affiliates and/or Supplier; (iii) is lawfully disclosed to Supplier by a third party acting in good faith and not bound by a confidentiality obligation; or (iv) the disclosure of which is required by law, by any court of competent jurisdiction, or by any official regulatory body;

保密义务中包含的供应商的保密义务不适用于以下信息: (i)在披露时是在公共领域或进入公共领域而不是通过违反这些供应商的保密义务;(ii)在BATTSYS和/或其关联公司和/或供应商披露之前，供应商已知晓(由供应商自己的记录或其他有效证明);(iii)在不受保密义务约束的情况下，由善意的第三方依法向供应商披露;或(iv)法律、任何有管辖权的法院或任何官方监管机构要求披露的信息;

* + 1. 10)Supplier shall not disclose any Battsys and its customer’s New IPR to third parties;
		2. 供应商不得向第三方披露Battsys、Battsys客人的任何新知识产权;
		3. 11)The obligations of confidentiality contained in these Confidentiality Obligations shall continue in force indefinitely and the Supplier acknowledges that such obligations may survive within 3 years of the completion of the Supplier Project Work.

本保密义务中包含的保密义务持续有效，供应商承认该等义务可能在供应商项目工作完成后3年内继续有效。

1. **3.Governing law and jurisdiction适用法律和管辖权**

This Agreement and all disputes, claims and non-contractual matters arising out its subject matter shall be governed by and construed in accordance with Chinese law and the Parties irrevocably submit to the non-exclusive jurisdiction of the Chinese courts.

本协议及由于其标的产生的所有争议/诉求/非合同事宜应适用中国法律并依据其解

释。双方同意中国法院具有非排他性的管辖权。

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| **For and on behalf of: 代表：** |
| Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Signed and agreed by each of the Parties acting by their respective authorised representatives:

### 各方通过其授权代表签署并同意。