

æ¶%åâ—â...¬â , ä; â¬†â è®®èŒfæœ¬(ä, è±)

ç''æ¬i¼š \_\_\_\_\_ ä; jæ·¬â 'â±· è, jâ»½æœ%é™ ä...¬â ,

Party A i¼š \_\_\_\_\_ Co., Ltd.

â¹™æ¬i¼š \_\_\_\_\_

Party B i¼š \_\_\_\_\_

é%å'â°Ži¼š

Whereas i¼š

ç''â¹™â Œæ¬¹æfåœ¬â°± \_\_\_\_\_ è; è; Œä¹¼šè°æ¬â ^â½œi¼Œéœèè; â -â³¼—  
â¬¹æ¬¹çš, ç, â...³â, šâš; â'ŒæšŒæœ¬èµ, æ¬™i¼Œä, °æœi¼ŒŒç''â¹™â Œæ¬¹æœ¬ç Œâ°æf â°â°â°æf·â...

±â Œâ 'â±·çš, äŽÿâ¹™i¼ŒŒç» â <â¥½â â·†ç³¼è®çæœ¬â è®®æŒ,

Exchanging of relevant business and technological information is required for the ongoing business discussions or cooperation between Party A and Party B with respect to , this agreement is entered into by and between Party A and Party B through friendly consultations and under the principle of mutual benefit and joint development.

ç¬¬â, Œæ j ä; â¬†èµ, æ¬™çš, â®šâ¹%

Article One Definition of Confidential Information

ç''â¹™â Œæ¬¹â, ä»»â½·â, Œæ¬¹æš«éœ²ç»™â¬¹æ¬¹çš, æŽç; ®æ †æ³·æ¬¹æŒŒæŽæ¬¹æœœä; â¬†èµ, æ¬™âŒ çš, ç, â...³â, šâš; â'ŒæšŒæœ¬æ¬¹èçš, â¹è çæ¬¹â...¶â®fâ½çâ¼ çš, èµ, æ¬™â¹™â'Œä; jæ·¬i¼ç®Œçš°i¼šä; â¬†èµ, æ¬™i¼%ï¼Œä¹¼Œâ, âŒæ...æ¬¹â, <è; èµ, æ¬™â¹™â'Œä; jæ·¬i¼š

Confidential information refers to data and information with respect to relevant businesses and technologies, whether in written or other forms, that have been disclosed by either Party A or Party B to the other party with clear label or designation of "confidential information" (hereinafter referred to as "confidential information"), excluding the following data and information:

Confidential information refers to data and information with respect to relevant businesses and technologies, whether in written or other forms, that have been disclosed by either Party A or Party B to the other party with clear label or designation of "confidential information" (hereinafter referred to as "confidential information"), excluding the following data and information:

1âŒ·â²ç» æ¬¹â°†â...¬â, fâ°žâ¼—çš, èµ, æ¬™i¼ŒŒä¹¼†â, âŒæ... æœ¬ç''â¹™â Œæ¬¹æ¬¹â...

¶â»èè; è; â æœ¬â è®®èš, â®šæœ³ç» æŽæ fæ%œæš«éœ²çš, i¼»

i¼žInformation that is already or to be make public available, except those disclosed by either Party A or Party B or their representatives in violation of this agreement and without authorization;

2âŒ·âœ¬â»»â½·â, Œæ¬¹â 'æŽŸâ —æ¬¹æš«éœ²â% å²â, è¬Ÿæ¬¹çŸŸæ, %œš, é žä; â¬†æŒšèµ, æ¬™i¼»

2. Non-confidential information that has come to the attention of the receiving party before the disclosure of the other party;

3âŒ·â»»â½·â, Œæ¬¹æ â³¼çš, é žä; â¬†èµ, æ¬™i¼ŒŒæŽŸâ —æ¬¹æœ¬æš«éœ²è;™â°èµ, æ¬™â% å, çŸŸæœœµ, æ¬™æ â³¼èŒ...i¼ç¬¬â, %œ¬¹¼%å²ç» ä, Žæœ¬â è®®â, çš, é žä; â¬†èµ, æ¬™æ â³¼æ¬¹è®çœœ<è; †æœ%œ°æ Ÿâšçš, ä; â¬†â è®®i¼Œä, æŽŸâ —æ¬¹æœ%œç †ç°±è®â, èµ, æ¬™æš«éœ²èŒ...æœ³èçç; æçâ 'æŽŸâ —æ¬¹æ â³¼è¬Ÿèµ, æ¬™âŒ,

3. Non-confidential information offered by either party, before the disclosure of which the receiving party is not informed of the fact that the provider of this information (a third party) has signed a binding confidentiality agreement with the party disclosing the non-confidential information under this agreement, and the receiving party may reasonably presume that the information discloser is not forbidden to offer the information to the receiving party.

ç---ä°Eæ j å Eæ-1'è'fä»»  
Article Two Obligations and Liabilities

i¼^ä,€i¼%ç''ä¹TMä Eæ-1ä°ä,°ä¿ ä-†èµ,,æ-TMçš,,æ ä¾æ-  
1ä'EæŽŸä —æ-1¼Eè'Yæœ%ä¿ ä-†¹%äšj¼Eæ%¿æ<...ä¿ ä-†è'fä»»ä€,

(1) Both Party A and Party B represent to the other party as the provider and receiver of confidential information, and thus both undertake confidentiality obligations and liabilities.

i¼^ä°Ei¼%ç''ä¹TMä Eæ-1ä,ä»»ä½•ä,€æ-1ææ°ç» ä-1æ-1ä|é  
çä Eæ,, ä, ä¾—ä 'ç---ä,°æ-1¼^äE...æ<æ-°é—»ç•Eä°ä€<i¼%ä...  
-ä¼€ä'Eæš«éœ²ä»»ä½•ä¿ ä-†èµ,,æ-TMæ^—ä»Ÿä...¶ä—æ-  
1ä¼ ä½¿ç''ä¿ ä-†èµ,,æ-TMä€;ä Eæ-  
1ä'Yéj»ä¿fä½¿ä „è†ä»»èèj-ä, ä 'ç---ä,°æ-1¼^äE...æ<æ-°é—»ç•Eä°ä€<i¼  
%ä...-ä¼€æ-æš«éœ²ä»»ä½•ä¿ ä-†èµ,,æ-TMæ^—ä»Ÿä...¶ä®fæ-  
1ä¼ ä½¿ç''ä¿ ä-†èµ,,æ-TMä€;éTMé žæš«éœ²ä€ ä...-ä¼€æ-  
ä^ç''ä¿ ä-†èµ,,æ-TMæ-ä Eæ-1ä»Žä°æ^—  
ä¼€ä±•ä ä½œéj¼>®ä-Ÿä½œäœéšä, æf...ä†µä, <ä°æ%¿æ<...çš,,ä¹  
%äšj¼^äE...æ<-ä Eæ-1ä»šä Žä¾æ³¼æ³¼æ^—ä ä Eä°æ%¿æ<...çš,,ä¹  
%äšj¼%é€;ä½°æ%œéœçš,,ä€,

(2) Neither Party A nor Party B shall disclose or make public any confidential information to a third party (including the press) or otherwise make use of the confidential information without the written approval of the other party; Both parties are obliged to urge their representatives not to disclose or make public any confidential information to a third party (including the press) or otherwise make use of the confidential information; unless the disclosure, publicity and application of the confidential information is required by the due performance of the obligations of the two parties in association with the undertaking and proceeding of the cooperative programs under normal circumstances (including obligations to be assumed by both parties in the future pursuant to the law and the contracts signed by the two parties).

i¼^ä,°i¼%ä Eæ-1ä †éj»æššä¿ ä-†èµ,,æ-TMçš,,æŽŸèš|èEfa'ä,Ÿæ¼é  
TM ä¶äæ-ä è®èèš,,äšç>®çš,,è€EéœææŽŸèš|ä¿ ä-†èµ,,æ-  
TMçš,,ä „è†ä'è'Yè'fä»»çš,,ä»»èèj-çš,,èEfa'ä†...i¼>

(3) Both parties shall strictly limit the access to the confidential information to their responsible representatives only for the purposes specified hereunder.

i¼^ä»i¼%éTMç» è¿†ä Eæ-1ä|é çä Eæ,, è€Eä¿...  
è|·è¿èjEæš«éœ²ä-¼Eä»»ä½•ä,€æ-1ä, ä¾—ä°†ä «æœ%ä¹æ-1æ^—ä...  
¶ä»»èèj-æš«éœ²çš,,ä¿ ä-†èµ,,æ-TMä° ä °æ^—ä° ä¶æ^—è€...æœ%ä,, æ—æ,,  
äœ°æ ä¾>ç»TMä—ä°i¼>

(4) Neither party shall provide a third party with copies or duplicates of the confidential information disclosed by the other party or its representative, whether intentional

ly or not, unless the disclosure is allowed by a written agreement signed by the two parties.