SUPPLIER NONDISCLOSURE AGREEMENT
供应商保密协议

_____ with a place of business at _____ ("Supplier") and Flextronics International Management Services, Ltd. located at Suite 402, St. James Court, St. Denis Street, Port Louis, Mauritius ("Flex") enter into this Non-Disclosure Agreement (the "Agreement") with the intent to exchange certain Proprietary Information (as defined hereunder) with each other. For the purposes of this Agreement, "Flex" and "Supplier" shall be deemed to include any parent, subsidiary, affiliate of, or entity under common control with any entity constituting Flex or Supplier. In consideration for said exchange, the parties agree as follows:

为互相交流某些**专有信息**（定义见下文），营业地位于_____的_____（"供应商"）和位于 Suite 402, St. James Court, St. Denis Street, Port Louis, Mauritius 的 Flextronics International Management Services, Ltd.（"伟创力"）。在本协议中，"伟创力"和 "供应商 "应被视为包括构成伟创力或供应商的任何实体的任何母公司、子公司、关联公司或共同控制的实体。作为上述交换的代价，双方同意按下列条款和条件签订本保密协议：

1. For the purpose of this Agreement, "Proprietary Information" means all non-public or proprietary information treated as confidential by a party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," including but not limited to all: (a) information concerning a party's past, present and future business affairs including pricing, finances, products, services, organizational structure, internal practices, forecasts and sales; (b) unpatented inventions, ideas, methods and discoveries, trade secrets, know-how and other confidential intellectual property; (c) designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes and other visual depictions, in whole or in part, of any of the foregoing; (d) any third-party confidential information included with, or incorporated in, any information provided by a Party; and (e) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials prepared by a party or its representatives that contain, reflect or are derived from, in whole or in part, any of the foregoing.

   在本协议中，"**专有信息** "是指被一方视为机密的所有非公开或专有信息，不论是口头披露还是以书面、电子或其他形式或媒体披露或获取，也不论是否标记、指定或以其他方式确定为 "机密"，包括但不限于所有：(a) 有关一方过去、现在和未来商业事务的信息，包括定价、财务、产品、服务、组织结构、内部惯例、预测和销售；(b) 未获专利的发明、想法、方法和发现、商业秘密、诀窍和其他保密知识产权；(c) 上述任何内容的全部或部分设计、规格、文件、组

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件、源代码、目标代码、图像、图标、视听组件和对象、原理图、图纸、协议、流程和其他视觉描述; (d) 包含在一方提供的任何信息中或纳入其中的任何第三方保密信息；以及 (e) 一方或其代表编写的包含、反映或全部或部分来自上述任何内容的所有说明、分析、汇编、报告、预测、研究、样本、数据、统计、总结、解释和其他材料。

2. Each party, including their subsidiaries and affiliates, (the "Receiving Party" as the case may be) agree that it shall use any Proprietary Information disclosed by the other party (the "Disclosing Party" as the case may be) under this Agreement only for the purpose of discussing and evaluating a potential business relationship between the parties and will not use Proprietary Information for the provision of services or products (the, "Purpose"). However, in the event that the parties continue with a business relationship for the provision of services and products, this Agreement applies to the Proprietary Information disclosed during the provision of those services and products, but only if the provision of those services or products is not governed by a separate agreement between the parties.
任何一方，包括其子公司和关联公司，("接收方"，视情况而定) 同意将另一方（"披露方"，视情况而定）根据本协议披露的任何**专有信息**仅用于讨论和评估双方之间的潜在业务关系，不会将**专有信息**用于提供服务或产品（"目的"）。但是，如果双方继续保持提供服务和产品的业务关系，本协议适用于在提供这些服务和产品期间披露的**专有信息**，但前提是这些服务或产品的提供不受双方之间单独协议的约束。

3. The Receiving Party shall not disclose any Proprietary Information disclosed to it by the Disclosing Party to anyone other than its or its affiliates, employees, contractors or authorized representatives of the Receiving Party who have a need to know the information in connection with the Purpose described in paragraph 2 and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. The Receiving Party shall exercise the same degree of care to prevent disclosure of any Proprietary Information received from the Disclosing Party hereunder as it takes to preserve and safeguard its own confidential information of similar nature but, in any event, no less than a reasonable degree of care. In the event of any loss or improper disclosure of the Proprietary Information, the Receiving Party shall promptly notify the Disclosing Party.
接收方只能将披露方披露的**专有信息**透露给其或其附属公司的员工、承包商或接收方的授权代表，他们出于第二段所述之目的需知悉该等**专有信息**，而且已签订保密协议，或者受到与本协议规定的保密义务同样严格的保密义务之约束。除此之外，接收方不能将上述任何**专有信息**透露给任何其他人。接收方须以不低于保护自己类似性质的机密信息的程度防止根据本协议从披露方接收的任何**专有信息**外泄，但无论如何，接收方对该**专有信息**的保护程度不能

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低于合理保护的程度。若**专有信息**遭受任何损失或被不适当地外泄，接收方须立即通知披露方。

4. The existence, terms and conditions of this Agreement are confidential and shall not be disclosed by the parties to any third-party without the other party's prior written consent. The obligations of the Receiving Party with respect to the Proprietary Information contained in this Agreement shall, unless specifically released earlier by the Disclosing Party in writing, extend for a period of three (3) years from the date on which such Proprietary Information is disclosed.
本协议的存在、条款和条件属于机密，若事先未获对方书面许可，任何一方均不能将其透露给任何第三方。从本协议所含**专有信息**被透露给接收方之日起，接收方对该**专有信息**须承担三（3）年保密义务，但披露方以书面形式明确提前解除接收方义务的除外。

5. This Agreement continues until either party provides the other party written notice of termination. Without regard to anything in this Agreement, each party's obligation with respect to Proprietary Information received prior to termination survive such termination pursuant to paragraph 4 above.
本协议持续到任何一方向另一方提供书面终止通知为止。在不考虑本协议任何内容的情况下，任何一方对于在终止前收到的**专有信息**的义务，根据上述第 4 段规定在终止后仍然有效。

6. No rights or obligations other than those expressly provided for in this Agreement shall be implied from this Agreement. Nothing herein contained shall in any way affect the present and prospective rights of the parties under the patent laws of any country, or be construed to (i) grant to the Receiving Party a license under any present or future patent, patent application, trade secret or trademark related to the Proprietary Information of the Disclosing Party or (ii) restrict in any way the marketing of any product or merchandise of the Receiving Party unless such marketing will constitute a breach of this Agreement by the Receiving Party.
除本协议明确规定的权利和义务外，本协议不暗示任何其他权利或义务。本协议任何内容不能以任何方式影响任何国家专利法规定的双方现有和预期权利，也不能理解为（1）根据与披露方**专有信息**相关的任何当前或未来专利、专利申请、商业机密或商标，向接收方授予特许权，或者（2）以任何方式限制接收方营销任何产品或商品，但该营销活动导致接收方违背本协议的除外。

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. Neither party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the prior written consent of the other party, not to be unreasonably withheld.

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本协议约束并适用于双方及各自的继承人、受让人和法定代表。任何一方均无权转让本协议规定的权利或义务，但事先有另一方书面许可的除外（若无适当理由，不得拒绝）。

8. This Agreement shall be governed by and interpreted in accordance with the laws of the People's Republic of China. Except with respect to enforcing claims for injunctive or equitable relief, any dispute, claim or controversy arising from or related in any way to this Agreement or the interpretation, application, breach, termination or validity thereof, including any claim of inducement of this Agreement by fraud will be submitted for resolution by binding arbitration in China International Economic and Trade Arbitration Commission which shall be conducted according to its arbitration rules then in effect. The arbitration will be held in Shanghai, China. The decision and award of the arbitrators shall be final and binding on the parties and shall be to the exclusion of any court review as to any substantive matter. Judgment on the award may be entered in any court having jurisdiction. Costs of the arbitration shall be borne by the parties in accordance with the decision of the arbitrators. It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this Agreement and that the Disclosing Party shall be entitled to seek injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or equity to the Disclosing Party. Notwithstanding the above, each party shall have recourse to any court of competent jurisdiction to enforce claims for injunctive and other equitable relief.
本协议应受中华人民共和国法律管辖并据此解释。除执行禁令或公平救济的要求外，任何因本协议或其解释、适用、违反、终止或有效性而引起的或与之相关的争议、索赔或纠纷，包括任何以欺诈手段诱使本协议的索赔，将提交中国国际经济贸易仲裁委员会进行有约束力的仲裁，并根据其当时有效的仲裁规则进行解决。仲裁将在中国上海举行。仲裁员的决定和裁决应是最终的，对各方都有约束力，并应排除法院对任何实质性问题的审查。对该裁决的判决可在任何有管辖权的法院作出。仲裁费用应根据仲裁员的决定由各方承担。双方进一步理解和同意，金钱损失可能不是对任何违反本协议行为的充分补救，披露方有权寻求禁令或其他衡平法补救措施作为对任何此类违反行为的补救。这种补救措施不应视为违反本协议的唯一补救措施，而应作为披露方在法律或衡平法上所有其他补救措施的补充。尽管有上述规定，每一方都可以向任何有管辖权的法院求助，以执行禁令和其他公平救济的要求。

9. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, WHETHER IT RESULTS IN PROCEEDINGS IN ANY COURT IN ANY JURISDICTION OR IN ARBITRATION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE OR ARBITRATOR WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

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若双方之间出现任何争端，不论该争端导致在任何司法管辖区由任何法庭审理或仲裁，在已向律师咨询后，双方特此自愿地、明确地自动放弃由陪审团审理的所有权利，并同意只要适用法律允许，所有事项均由法官或仲裁员在没有陪审团参与的条件下作出决定。

To the extent applicable, in the event of any lawsuit between the parties arising out of or related to this Agreement, the parties agree to prepare and to timely file in the applicable court a mutual consent to waive any statutory or other requirements for a trial by jury.
在可适用的范围内，如果双方因本协议引起或与本协议相关的任何诉讼，双方均同意达成放弃有关陪审团审判的任何法定和其他要求的同意书，并及时向适用法庭提交本同意书。

10. The Receiving Party's obligation to keep Proprietary Information confidential shall not apply to information that:
接收方对**专有信息**进行保密的义务不应适用于以下信息：

    a. is already known to, or independently developed by, the Receiving Party;
    接收方已经知晓或独立开发的信息；
    b. is already publicly available or becomes publicly available without a breach of this Agreement by the Receiving Party;
    在接收方未违背本协议的条件下，已经为公众所知或变得为公众所知的信息；
    c. is lawfully received by the Receiving Party from a third party, provided such third party is not bound by any confidentiality obligations with respect to such information;
    接收方以合法方式从第三方获得的信息，但该第三方不受有关该信息的任何保密义务的约束；
    d. becomes known to the Receiving Party by examining a product or merchandise made publicly available by the Disclosing Party; or
    接收方通过检查披露方公开出售的产品或商品而获得的信息；或者
    e. is required to be disclosed by law or a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prior written notice of such disclosure in order to permit the Disclosing Party to seek confidential treatment of such information, and the Receiving Party shall use commercially reasonable efforts to ensure that (i) the information disclosed under this Subsection will to disclose only as much information as is necessary to reasonably comply with the order, and (ii) the information disclosed pursuant to the order is treated confidentially.
    法律或法庭或其他政府机构的有效命令要求透露的信息，但接收方要事先书面通知披露方，以便披露方为该信息寻求保密待遇，并且接收方应尽商业上的合理努力，确保(i)根据本款披露的信息仅披露合理遵守命令所需的信息，以及(ii)根据命令披露的信息得到保密处理。

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11. Upon written request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all the Proprietary Information disclosed by the Disclosing Party. Upon termination of this Agreement, unless requested otherwise in writing by the Disclosing Party, the Receiving Party shall return to the Disclosing Party or destroy and provide the Disclosing Party with notice of such destruction, all Proprietary Information disclosed by the Disclosing Party including all copies. Notwithstanding a request for return or destruction, the Receiving Party shall be entitled to keep (i) any copies of the Confidential Information which the Receiving Party is required by applicable law to retain; and (ii) any electronic copies made as part of the Receiving Party's backup or archival practices.
一旦收到披露方的书面要求，接收方须立即向披露方归还其透露的所有**专有信息**。本协议终止时，除非披露方另行提出书面要求，否则接收方须立即向披露方归还或销毁后者提供的所有**专有信息**（包括所有副本），若是销毁**专有信息**，还要向披露方发送销毁通知。尽管有归还或销毁的要求，接收方应有权保留(i)适用法律要求接收方保留的保密信息的任何副本；以及(ii)作为接收方的备份或存档做法的一部分而制作的任何电子副本。

12. Neither party shall export, re-export or otherwise transfer any hardware, software, technology or technical information shared in connection with performance of this Agreement (individually and collectively, "Technology") inconsistent with applicable laws and regulations relating to the export or re-export of technical data and information, including but not limited to any requirement of the U.S. Export Administration Regulations (EAR), International Traffic in Arms Regulation (ITAR), or Foreign Assets Control Regulations, and applicable non-U.S. laws or regulations. Supplier shall not provide Technology classified on a munitions list or classified as a "600 series" item (i.e. ECCN of xY6zz) in the EAR without prior written approval from Flex. If Supplier will provide export-controlled Technology, other than Technology classified as EAR99, it shall inform Flex of the export classification (ECCN) of the Technology. Supplier shall be responsible for obtaining any license, permit or other governmental approvals (individually and collectively, "Export Licenses") required for the export, re-export, or transfer of any Supplier information, and Supplier shall inform Flex when an Export License has been obtained and communicate the terms and conditions of any such Export License to Flex.
任何一方均不可违反任何有关适用法律法规出口、再出口或以其他方式转让在本协议项下披露的任何硬件、软件、技术或技术信息（单独和合称为“技术”），包括但不限于《美国出口管制条例》（“EAR”）和《国际武器贸易条例》（“ITAR”）的规定、或美国财政部和外国资产控制办公室（“OFAC”）实施的规定，以及其他国家的有关适用法律法规。未经伟创力事先书面同意，供应商不得提供属于军火清单或 EAR“600 类”（即 ECCN 编号形式为 xY6zz）的技术。如果供应商将提供出口管制类技术（但 EAR99 类技术除外），供应商应当通知伟创力该技术的 ECCN 编码。供应商应负责取得任何为出口、再出口或转让任何供应商信息所需之特许、许可或其他政府批准（单独和合称为“出口许可”）。而且，在取得出口许可之后，供应商应当通知伟创力并告知该等出口许可的适用条件。

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13. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof, and supersedes all prior and contemporaneous understanding and agreements relating thereto.
本协议包含双方就题述事项达成的最终的、完全的唯一协议，并取代先前及当前与此相关的所有备忘录和协议。

14. This Agreement is written in both Chinese and English. In the event of any conflict between the English and Chinese versions, the English version shall prevail.
本协议以中文和英文书写。中英文版本间若有任何不一致的地方，皆以英文版本为准。

The parties hereto, intending to be legally bound hereby, have caused this Agreement to be duly executed as of the later date written below.
双方明确接受本协议的法律约束，并于下述较迟日期正式签署本协议。

Flextronics International Management Services, Ltd.	_____ (Supplier's Legal Name)（供应商公司名称）
Signed:_____	Signed:_____
By: Jane Xu	By:_____
Title: Materials Director	Title:_____
Date:_____	Date:_____

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