



保密协议 Non-Disclosure Agreement

本保密协议（本“协议”）由_____（披露方公司/个人名称）与 即刻動身(香港)有限公司（接收方公司名称），地址是 香港新界屯门兴旺街 3 号天汇工业大厦 11 楼 A 单元 21 室 双方于_____年____月____日（生效日期）签订。

THIS Non-Disclosure Agreement (this "Agreement") is made on _____(Effective Date) by and between _____(Name of Disclosing Company/Individual), hereinafter referred to as the "Discloser," and **INNSTAR (HK) LIMITED** (Name of Receiving Company), with an address at RM 21 UNIT A 11/F TIN WUI IND BLDG NO 3 HING WONG ST TUEN, MUN, NT, HK (Address), hereinafter referred to as the "Recipient."

本协议规定，协议一方（以下称为“披露方”）将向协议另一方（以下称为“接收方”）披露保密信息（“保密信息”定义见下）。并确保接收方仅根据约定目的使用保密信息，双方协商一致，订立以下条款：

This Agreement provides that Discloser will disclose Confidential Information (as defined below) to the Recipient. In order to ensure that the Confidential Information disclosed to Recipient is used only in accordance with the agreed purpose, the parties agree as follows:

1. “保密信息”指在双方洽谈、评估、合作协议项目过程中，披露方根据本协议以任何形式、载于任何载体披露给接收方的，与项目相关的但不仅限于协议项目的所有信息。包括但不限于，披露方所有或合法拥有的任何计算机程序、代码、算法、公式、过程、观念、图表、照片、制图、设计、产品、样品、发明创造（包括发明、实用新型和外观设计，无论是否获得专利）、技术秘密、版权、商标、产品研发计划、预测、策略、规范、实际或潜在商业活动的信息、客户与供应商名单、财务事项、市场营销计划等技术、商务上的信息；以及协议项目本身、本协议、双方拟签订的合作备忘录、合作意向书、合同等应被视为保密的信息。

"Confidential Information" refers to all information related to the project but not limited to the agreed project disclosed by Discloser to Recipient in any form and on any medium during the negotiation, evaluation, and cooperation on the project between the two parties in accordance with this agreement. Including, but not limited to: any computer programs, codes, algorithms, formulas, processes, concepts, charts,

photographs, drawings, designs, products, samples, inventions (including inventions, utility models and designs, whether patented or not), technical secrets, copyrights, trademarks, product development plans, forecasts, strategies, specifications, information on actual or potential business activities, customer and supplier lists, financial matters, marketing plans and other technical and business information ; and the agreement project itself, this Agreement, the cooperation memorandum, letter of intent, contract, etc. to be signed by both parties shall be regarded as Confidential Information.

2.接收方仅将保密信息用于完成协议项目之目的。

Recipient shall use the Confidential Information only for the purpose of completing the agreed project.

3.接收方仅有权为协议项目之目的，向有必要知晓的雇员披露保密信息，并且接收方保证其雇员应接受至少与本协议同等严格的保密条款的约束。

Recipient shall only have the right to disclose Confidential Information to employees who need to know for the purpose of completing the agreed project, and Recipient guarantees that its employees shall be bound by confidentiality clauses that are at least as strict as this Agreement.

4.接收方对于其可以书面证明的下列信息不承担保密义务：

Recipient shall have no confidentiality obligations with respect to the following information that it can be proved in writing:

在披露方披露时，该保密信息已经合法公开；

Confidential Information has been legally disclosed at the time of disclosure by Discloser ;

在披露方披露信息之前，接收方就合法拥有此项保密信息的；

Recipient legally possesses the Confidential Information before the Discloser disclosing the information;

在披露方披露后由第三方披露给接收方的信息，且该第三方的披露未违反任何 保密协议或向披露方承担的任何义务；

Information disclosed to Recipient by a third party subsequent to disclosure by Discloser, and such disclosure by the third party is not in violation of any confidentiality agreement or obligation to Discloser;

由接收方独立开发的保密信息；

Confidential Information is independently developed by Recipient;

法律强制规定或有关政府行政机关、监管机构强制要求接收方必须披露的保密信息。

Confidential Information is required to be disclosed by law or by a government administrative or regulatory authority.

5.在本协议项下，披露方的保密信息仍为披露方的独家财产。接收方应应披露方要求或不再需要该等信息时，立即返回披露方或提供销毁该保密信息的书面证明。尽管保密信息已返还或销毁，接收方及其雇员仍继续受本协议的约束直至本协议约定的接收方保密义务期限终止。

Under this Agreement, Confidential Information shall remain the exclusive property of Discloser. Recipient shall promptly return to Discloser or provide written certification of the destruction of such Confidential Information upon request by Discloser or when such information is no longer needed. Despite the return or destruction of the Confidential Information, Recipient and its employees shall continue to be bound by the terms of this Agreement until the expiration of the confidentiality obligations as specified in this Agreement.

6.因接收方违反保密义务，导致披露方遭受不可弥补的损失，则接收方应采取补救措施，向披露方进行赔偿。

If Discloser suffers irreparable damage as a result of a breach of confidentiality by Recipient, Recipient shall take remedial measures and compensate Discloser.

7.本协议不授予任何发明、专利、版权、商标、商业秘密或其他知识产权下的许可或权利。

This Agreement does not grant any license or right under any invention, patent, copyright, trademark, trade secret or other intellectual property right.

8.本协议不在协议双方之间建立任何商业上的代理、合作关系。

This Agreement does not establish any commercial agency or cooperative relationship between the parties.

9.本协议是双方就本协议主旨事项达成的完整约定。在订立本协议前双方任何与本协议相关的洽谈、往来书信、约定如与本协议矛盾，以本协议为准。任何对本协议的修改或增补，双方应另行签订补充协议，否则视为无效。

This Agreement embodies the entire understanding between the parties pertaining to the subject matter hereof. Any negotiations, correspondence, or agreements related to this Agreement between the parties prior to its execution are superseded by this Agreement. Any modification or addition to this Agreement shall be subject to a separate supplementary agreement signed by both parties, otherwise it shall be deemed invalid.

10.本协议期限为【5】年，自双方法定代表人或授权代表签字、盖章后自前述生效日期之日起生效，期限届满时终止。

The term of this Agreement is 【5】 years. Upon the signatures and seals of the duly authorized representatives or authorized agents of both parties, this Agreement shall come into effect on the effective date stated above and shall terminate upon the expiration of the specified term.

11.本协议及协议的履行适用中华人民共和国的法律。任何基于本协议产生的或与协议相关的争议应由双方友好协商解决。如协商不成，任何一方均有权向接收方所在地有管辖权的人民法院提起诉讼。

This Agreement and performance hereunder shall be governed and construed in accordance with the laws of the People's Republic of China. Any disputes arising out of or in connection with this Agreement shall be settled through friendly negotiation between the parties. If negotiation fails, either party has the right to file a lawsuit with the people's court which has jurisdiction where Recipient is located.

12.本协议中的权利和义务不可转让。

The rights and obligations under this Agreement are non-transferable.

13.未行使或延迟行使本协议约定的任何权利均不构成对该权利的放弃，单独或部分行使该协议项下的任何权利均不妨碍其他权利或继续行使其他权利。

No failure or delay to exercise any right hereunder shall operate as a waiver of such

right. No single or partial exercise of any right under this Agreement shall preclude other rights or the continued exercise of other rights.

14.根据法律对本协议某一条款无效的认定，并不影响本协议其他条款的有效性。披露方和接收方同意，将用最接近该无效条款目的、经济效益的有效条款替代该无效条款。

The determination of the invalidity of any provision of this Agreement by law shall not affect the validity of other provisions. Discloser and Recipient agree that the invalid provision shall be replaced with a valid provision that most closely aligns with the purpose and economic effect of the invalid provision.

15.本协议的签署者保证，其已获得代表相关方签署本协议的正式授权。本协议的纸质或电子副本及其上的签名、印章在任何情况下均被视为有效。

The signatories of this Agreement warrant that they have obtained formal authorization to sign this Agreement on behalf of the respective parties. The paper or electronic copies of this Agreement and the signatures or seals thereon shall be deemed valid in any circumstance.

16.本协议以中文书就，英文翻译仅供参考。如中文版与英文翻译之间存在任何不一致，以中文版为准。

This Agreement is written in Chinese. The English translation is for reference only. In the case of any discrepancy between Chinese version and the English translation, the Chinese version shall prevail.

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签字页

Signature Page

兹此证明，双方已于文首所载日期签署或责成各自的授权代表签署本协议。

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

披露方/Discloser

公司名称/Company Name:

签名/By:

姓名/Name:

职务/Title:

日期/Date:

接收方/Recipient

公司名称/Company Name:

签名/By: *Lucy Yang*

姓名/Name:

职务/Title:

日期/Date: