

# STANDARD CONFIDENTIALITY TERMS

## 标准保密条款

**THESE STANDARD CONFIDENTIALITY TERMS** (this “Agreement”) is effective as of the date on which Zeus expressly accepts, in accordance with the applicable Zeus standard terms and conditions accessible at [www.zeusinc.com/standard-terms](http://www.zeusinc.com/standard-terms), a corresponding purchase order and/or applicable quotation (“Purchase Order”) and is by and between Zeus Industrial Products, Inc. (“Zeus”) and the other party corresponding to the Purchaser Order (“Customer”).

本《标准保密条款》（以下简称“本协议”）自 Zeus 工业品公司（“Zeus”）明确接受对方（客户）相应的采购订单和/或适用的报价（以下简称“采购订单”）之日起生效。该订单和/或适用的报价，将遵循 Zeus 的标准条款和条件（可从 [www.zeusinc.com/standard-terms](http://www.zeusinc.com/standard-terms) 获取）。

**1. Background.** Each party is interested in disclosing to the other party certain information relating its respective business interests and technologies, for the sole purpose of enabling Zeus and the Company to evaluate the possibility of entering into a business relationship with each other with respect thereto but only on terms which will ensure that its business interests including its trade secrets, methods of doing business, confidential information and customer relationships are protected and not wrongfully misappropriated (the “Purpose”). As used herein, “Receiving Party” refers to either party that receives Confidential Information hereunder from the other party and “Disclosing Party” refers to such other party disclosing such Confidential Information hereunder.

**背景。**协议各方希望向另一方披露与其各自的商业利益和技术有关的某些信息，其唯一目的是使 Zeus 和公司能够评估双方建立业务关系的可能性，但前提是，协议各方应确保其商业利益，包括其商业秘密、业务方法、保密信息和客户关系受到保护，不会被不正当地盗用（以下简称“目的”）。在本协议中，“接收方”是指根据本协议从另一方收到保密信息的任何一方；“披露方”是指根据本协议披露该等保密信息的另一方。

**2. Definition. “Confidential Information”** means any non-public scientific, technical, trade or business information disclosed by or on behalf of the Disclosing Party to the Receiving Party hereunder. Confidential Information may include, without limitation, matters of a technical nature, such as scientific, trade and engineering secrets, “know how”, formulas, designs, secret processes, machines, inventions, computer programs and documentation of such programs, samples, prototypes, research projects, information obtained by examination of any product, sample, or prototype, design, production equipment or drawings thereof, information about costs, profits, markets, sales, lists of customers, plans for future developments, and other information of a similar nature to the extent not available to the public. Confidential Information may be written, documentary, recorded, or otherwise fixed in a tangible medium, electronically, orally or visually, disclosed by the Disclosing Party, or acquired by the Receiving Party directly or indirectly from the other party; provided that in the case of any orally or visually disclosed information, for such information to be deemed Confidential Information for purposes of this Agreement, the Disclosing Party shall identify any such information as “Confidential” prior to disclosure and reduced to a written summary marked as confidential and delivered by the Disclosing Party to the Receiving Party within thirty (30) days after disclosure. Notwithstanding the foregoing, Confidential Information shall be deemed to include any non-public information obtained by a party in connection with an audit or inspection of the other party’s facilities and/or records, such audit being performed with respect to the supply of products by such other party.

**定义。**“**保密信息**”是指披露方或代表披露方的人士根据本协议向接收方披露的任何非公开的科学、技术、贸易或商业信息。保密信息可以包括但不限于具有技术性质的事项，例如科学、贸易和工程秘密、“专有技术”、配方、设计、秘密工艺流程、机器、发明、计算机程序以及

此类程序的文档、样本、原型、研究项目、通过检查任何产品或产品的样品、原型、设计、生产设备或图纸而获得的信息，关于成本、利润、市场、销售、客户清单、未来发展计划的信息，以及具有类似性质的其他未公开信息。保密信息可以通过书面、文档、记录或以其他方式固定于有形介质、电子、口头或视觉等形式由披露方披露，或由接收方直接或间接从另一方获取；但是，对于以口头或视觉形式披露的任何信息，为要使该等信息被视为本协议中的保密信息，披露方应在披露前将该等信息指明为“保密”并以书面摘要方式将其标示为“保密”，该书面摘要应在披露后三十（30）天内由披露方交付给接收方。尽管有上述规定，“保密信息”应被视为包括协议一方通过对另一方的设施和 / 或记录进行审计或检查而获得的任何非公开信息，如果进行此类审计与其他方产品供货业务相关。

**3. Limitations on Non-Use and Confidentiality Obligations.** Notwithstanding anything to the contrary herein, the Receiving Party's obligations with respect to "Confidential Information" it receives hereunder shall not apply to information to the extent such information: (i) was known to the Receiving Party at the time it was disclosed, other than by previous disclosure by or on behalf of the Disclosing Party, as evidenced by the Receiving Party's written records at the time of disclosure; (ii) is at the time of disclosure or later becomes publicly known under circumstances involving no breach of this Agreement by the Receiving Party; (iii) is lawfully and in good faith made available to the Receiving Party by a third party who, to the knowledge of the Receiving Party, is not subject to obligations of confidentiality to the Disclosing Party with respect to such information; or (iv) is independently developed by the Receiving Party without the use of or reference to the Confidential Information, as demonstrated by documentary evidence.

**使用限制和保密义务。** 尽管本协议中另有任何相反规定，接收方对于其根据本协议收到的“保密信息”承担的义务不适用于以下信息：（i）接收方截至披露时的书面记录可以证明接收方在披露时已经知悉的信息，并且不是由于披露方此前的披露或代表其进行的披露而使接收方知悉该信息；（ii）并非由于接收方违反本协议而在披露时或此后被公开的信息；（iii）由第三方合法且善意提供给接收方的信息，并且据接收方所知，该第三方就此信息无须向披露方承担保密义务；或者（iv）接收方以书面证据证明，接收方在未使用或参考保密信息的情况下独立开发取得的信息。

**4. Nondisclosure of Confidential Information.** Without the Disclosing Party's prior, express written consent, the Receiving Party shall not directly or indirectly disseminate or otherwise disclose, deliver or make available to any person outside its organization any of the Confidential Information it receives hereunder. The Receiving Party may disclose the Confidential Information it receives hereunder only to persons within its organization and its attorneys who have a need to receive such Confidential Information in order to further the Purpose and who agree to confidentiality and non-use obligations with respect to the Confidential Information comparable to those set forth in this Agreement.

**禁止披露保密信息。** 未经披露方事先明确书面同意，接收方不得直接或间接传播或以其他方式向其组织外的任何人披露、交付或提供其根据本协议取得的任何保密信息。为实现本协议规定的目的，接收方只能向有需要获知该保密信息的其组织内人员及其律师披露接收方根据本协议取得的保密信息，前提是该等人员和律师应同意按照本协议规定的相似条款接受与保密信息相关的保密和限制使用义务。

**5. Required Disclosure.** If required by law, the Receiving Party may disclose the Confidential Information it receives hereunder to a governmental authority or by order of a court of competent jurisdiction, provided that (a) the Receiving Party shall promptly notify the Disclosing Party and take reasonable steps to assist the Disclosing Party in contesting such request, requirement or order or otherwise protecting the Disclosing Party's rights and (b) the Receiving Party shall limit the scope of such disclosure only to such portion of the Confidential Information that it is legally required to disclose.

**要求的披露。**接收方可以根据法律要求将根据本协议取得的保密信息披露给政府机关，或者根据有管辖权法院的命令进行披露，但前提是（a）接收方应及时通知披露方并采取合理措施协助披露方对请求、要求或命令提出异议，或者以其他方式保护披露方的权利；以及（b）接收方只能在其依法必须披露的范围内披露该部分保密信息。

**6. Limitation on Use of Confidential Information.** Without the Disclosing Party's prior, express written consent, the Receiving Party shall not use the Confidential Information it receives hereunder for any purpose, other than the Purpose. Without limiting the foregoing, the Receiving Party shall not reverse engineer any Confidential Information it receives hereunder.

**关于使用保密信息的限制。**未经披露方事先明确书面同意，接收方不得将其根据本协议取得的保密信息用于除本协议规定目的以外的任何其他目的。在不限制上述规定的前提下，接收方不得对根据本协议取得的任何保密信息进行反向工程。

**7. Ownership.** Nothing contained in this Agreement shall be construed, either expressly or implicitly, to grant to the Receiving Party any rights by license or otherwise in the Confidential Information it receives hereunder or to any patent, copyright, trademark or other intellectual property right related thereto.

**所有权。**本协议中的任何内容均不得以明示或默示方式解释为通过许可或其他方式向接收方授予保密信息中的任何权利，或者授予与该等保密信息相关的任何专利权、著作权、商标权或其他知识产权。

**8. Disclaimer.** The Disclosing Party makes no representation or warranty as to accuracy or completeness of the Confidential Information it discloses hereunder. The Disclosing Party expressly disclaims all warranties and conditions, express or implied, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement of third party rights. No oral or written information or advice given by the Disclosing Party creates a warranty or increases the scope of a warranty. Under no circumstances, including negligence, will the Disclosing Party be liable to the Receiving Party for any damages whatsoever arising out of the Receiving Party's use of or reliance on any Confidential Information it receives hereunder.

**免责条款。**披露方对于其根据本协议披露的保密信息的准确性或完整性不作任何声明或保证。披露方明确否认所有明示或默示保证和条件，包括关于适销性、令人满意的质量、适合特定目的或不侵犯第三方权利的任何默示保证。披露方提供的任何口头或书面信息或建议均不构成保证，也不会扩大保证范围。在任何情况下（包括疏忽），披露方对于接收方因使用或依赖其根据本协议收到的任何保密信息引起的任何损失不承担任何责任。

**9. Termination; Return of Confidential Information.** The term of this Agreement shall commence on the Effective Date and expire on the date that is one (1) year later. Either party may terminate this Agreement sooner upon thirty (30) days prior written notice to the other party. In any event, the Receiving Party's non-disclosure and non-use obligations under this Agreement with respect to Confidential Information it has received hereunder shall not expire until the date that is five (5) years after the Effective Date (and, with respect to any Confidential Information that constitutes trade secrets, for such longer period to the extent permitted by applicable law). Upon the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party all of the Confidential Information the Receiving Party has received hereunder and return or destroy all copies, summaries, synopses and abstracts of such Confidential Information in the Receiving Party's possession (whether in written, graphic or machine-readable form), except that the Receiving Party may keep one copy of the Confidential Information it has received hereunder in its confidential files solely for the purpose of monitoring its rights and obligations under this Agreement.

**终止；保密信息的归还。**本协议的有效期间为一（1）年，从生效日期开始计算。协议任何一方提前三十（30）天事先书面通知另一方后，可以提前终止本协议。在任何情况下，接收方根据本协议对于其收到的保密信息承担的禁止披露和禁止使用义务在生效日期起五（5）年期限届满后失效（对于构成商业秘密的任何保密信息，应适用法律规定的更长期限）。经披露方书面要求，接收方应及时向披露方归还其根据本协议取得的所有保密信息，并归还或销毁接收方持有的该等保密信息的所有副本、概述、概要和摘要（无论是否以书面、图形或机器可读的形式），但是接收方可以仅为监控其在本协议项下的权利和义务而在其保密档案中保留其根据本协议取得的保密信息的一份副本。

**10. Injunctive Relief.** The parties each acknowledge that the damage to the other from its breach of this Agreement is likely to be substantial and/or irreparable and that the aggrieved party's remedy at law would be inadequate. Therefore, in the event of such a violation and upon adequate proof of such violation, in addition to any other relief to which the aggrieved party may be entitled, the aggrieved party shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damage.

**禁令救济。**协议各方均承认，如果其违反本协议，另一方可能遭受重大损失和 / 或无法弥补的损失，法律可能不足以使受损害方获得充分救济。因此，若发生违约并且有确凿的违约证据，受损害方除了享有其他救济以外，还有权取得临时和永久禁令救济，不需要证明实际损失金额。

**11. Other Activities.** Each of the parties, as a Disclosing Party, understands that the other party, as a Receiving Party, may currently or in the future be developing information internally, or receiving information from others that may be similar to the Confidential Information obtained hereunder. Nothing in this Agreement shall limit a Receiving Party's existing research and/or development, plans or programs in existence when Confidential Information is received hereunder to the extent that the Receiving Party does not use such Confidential Information as part of its existing research and/or development plans or programs. Nothing in this Agreement shall be construed as a representation or inference that the Receiving Party shall not develop products or services, or have products or services developed for the Receiving Party, that, without breach of this Agreement, compete with the products or systems contemplated by Confidential Information received hereunder. Nothing in this Agreement shall be construed or interpreted to prevent the Receiving Party from filing a patent application on the Receiving Party's own inventions that were conceived independently of the Confidential Information received hereunder to the extent that such independent development is demonstrated by documentary evidence.

**其他行为。**作为披露方的协议各理解，作为接收方的另一方可能目前或将来内部开发，或者从其他方获取与其根据本协议取得的保密信息相似的信息。本协议的任何内容并不限制接收方在根据本协议取得保密信息时已存在的现有研究和 / 或开发计划或项目，只要接收方在其现有研究和 / 或开发计划或项目中未使用该等保密信息。本协议的任何内容不应被解释为声明或推定接收方不得开发或通过他人开发与其开发或本协议项下的保密信息涉及的产品或系统相竞争的产品或服务，即使接收方不违反本协议。本协议中的任何内容不得解释或理解为禁止接收方使用其自己的发明申请专利，只要有书面证据证明该等发明独立于接收方根据本协议取得的保密信息。

**12. No Waiver.** The failure or delay of either party to enforce at any time any provision of this Agreement shall not constitute a waiver of such party's right thereafter to enforce each and every provision of this Agreement.

**不构成弃权。**协议任何一方在任何时候未执行或延迟执行本协议的任何条款不构成该方此后放弃本协议各项条款的权利。

**13. Entire Agreement.** This Agreement constitutes the entire and only understanding between the parties with respect to the subject matter of this Agreement, and supersedes any prior or collateral

agreement or understanding between the parties. This Agreement may be amended or modified only by a written instrument signed by an authorized representative of each party.

**完整协议。** 本协议构成协议双方就本协议标的事项达成的完整和唯一协议，并取代协议双方此前或同时达成的任何协议或理解。经协议各方的授权代表签署书面文据，方可修订或修改本协议。

**14. Severability.** If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, the balance of the Agreement will remain in full force and effect, and the invalid, void or unenforceable term, clause, word, condition, provision or agreement shall be reformed to the extent possible in order to give its intended effect and/or meaning so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party.

**可分割性。** 如果有管辖权的法院宣布本协议的任何条款无效或无法执行，本协议的其余条款仍将保持完全效力，同时应修改无效或无法执行的条款、条文、措辞、条件、规定或约定，以尽可能实施其预定效果和 / 或含义，只要不会影响本协议的经济或法律实体规定并且不会对协议任何一方造成重大不利影响。

**15. Costs.** Should any party to this Agreement reasonably retain counsel for the purpose of enforcing or preventing breach of any provision of this Agreement, including but not limited to instituting any action or proceeding to enforce any provision of this Agreement, for damages by reason of any alleged breach of any provision of this Agreement, for a declaration of such party's rights or obligations under this Agreement or for any other judicial remedy, then the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees and costs for services rendered to the prevailing party.

**费用。** 如果本协议的任何一方违反本协议的任何条款时，另一方合理聘请律师执行本协议条款或阻止违反本协议条款，包括但不限于提起任何诉讼或程序以强制执行本协议的任何条款，对违反本协议造成的损失提出索赔，宣告该方根据本协议享有或承担的权利或义务，或者寻求任何其他司法救济，胜诉方则有权行使其享有的其他救济，并且有权要求败诉方偿还因此产生的所有费用和支出，包括但不限于合理的律师费。

**16. Miscellaneous.** This Agreement may not be assigned or transferred by either party without the other party's prior express written consent. Without limiting the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the legal successors of the respective parties. In the event of any conflict between the terms of this Agreement in English and the terms of this Agreement in any other language, the terms of this Agreement in English shall control. This Agreement shall be governed by and construed in accordance with the laws of Singapore, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under then-current rules of the Singapore International Arbitration Centre, which rules are deemed to be incorporated by reference into this clause. The location of such arbitration shall be Singapore, and such arbitration shall be conducted in English.

**其他条款。** 未经另一方事先明确书面同意，协议任何一方不得转让或转移本协议。在不限制上述规定之前提下，本协议约束并有效适用于协议各方的合法继承人。如果本协议的英文版与其他语言版本之间存在任何冲突，则应当以英文版为准。本协议应受新加坡法律管辖并根据新加坡法律解释，不考虑选择任何其他司法管辖区法律的原则。由本合同引起或与之有关的任何争议，包括有关其存在，有效性或终止的任何问题，均应根据新加坡国际仲裁中心的现行规则进行仲裁，并最终通过仲裁解决，那些规则被视为通过此引用而纳入本条款。仲裁地点应为新加坡，并且仲裁应以英文进行。