

IAC – CHINA NON-DISCLOSURE AGREEMENT

IAC 中国非披露协议

This Nondisclosure Agreement (“this Agreement”) is signed by and between **IAC (Shanghai) Management Co., Ltd.** (“IAC”) and **Supplier’s full name (“supplier name”)** on this day of [], []. 2008.

本非披露协议 (“本协议”) 由埃驰 (上海) 管理有限公司 (“IAC”) 与[供应方公司全名](供应方名称)于 2008 年[]月[]日签署。

1, Confidential Information

保密信息

IAC is seeking [Supplier name] for its affiliates in China and [Supplier name] showed their strong interest in the project. IAC will ask for quotations from and hold meetings and discussions with [Supplier name] in which IAC will provide and disclose to [Supplier name] IAC’s confidential or proprietary information or other confidential matters, including, [add details as required] (Collectively the “**Confidential Information**”).

IAC 正在向[供应方名称]寻求其在中国的关联方并且[供应方名称]已显示了其对该项目的强烈兴趣。IAC 将要求[供应方名称]报价并与[供应方名称]进行会晤和讨论，在此过程中，IAC 将向[供应方名称]提供并披露 IAC 的保密或专有的信息或其他保密事项，包括，[根据需要增加详细内容] (合称为“**保密信息**”)。

2, Confidentiality Obligations of the Supplier

供应方的保密义务

[Supplier name] hereby agrees to:

[供应方名称]兹此同意：

- (a) maintain the confidentiality of the Confidential Information;
保持保密信息的保密性；
- (b) limit access to the Confidential Information to only those of its directors, officers and employees as are necessary for the implementation of this Agreement;
仅限为实施本协议所必要的其董事、管理人员和雇员接触保密信息；
- (c) not disclose, convey, assign, transfer, license or deliver, directly or indirectly, to any third party any of the Confidential Information;
不直接或间接地向任何第三方披露、让与、转让、转移、许可或交付任何保密信息；
- (d) not use any of the Confidential Information for any purpose other than for the project as mentioned in Article 1 here-above.
不为本协议以上第 1 条中提及的项目之外的任何目的使用任何保密信息。
- (e) [\[Supplier name\]](#) representatives for receiving the Confidential Information are listed in Attachment 1 hereto.
[\[供应方名称\]](#)接收保密信息的代表列于本协议附件一。

3, Exceptions to the Nondisclosure Obligations

非披露义务的例外

The provisions in Article 2 hereof regarding [\[Supplier name\]](#) nondisclosure obligations shall not apply to:

本协议第 2 条关于[\[供应方名称\]](#)的非披露义务不适用于：

- (a) confidential communications to their respective professional advisors or bankers that are under an equivalent obligation of confidentiality;
与其各自具有相同保密义务的专业顾问或银行家的保密通信；
- (b) disclosure required to be made by applicable law, provided that [\[Supplier name\]](#) subject to such requirement shall promptly notify [IAC](#) in writing of such requirements and gives it reasonable opportunity to oppose them;
适用的法律所要求作出的披露，但受限于该要求的[\[供应方名称\]](#)应立即书

面通知 IAC 该要求并给予其合理的机会提出反对；

- (c) information which has become public knowledge through no fault of [\[Supplier name\]](#); and

非因[供应方名称]的过错，已为公众所知的信息；以及

- (d) any information which was disclosed to the [\[Supplier name\]](#) in good faith by a third party who is not subject to any obligation of confidentiality.

由一并未受限于任何保密义务的第三方善意地向[供应方名称]披露的任何信息。

4, Measures of Protection

保护措施

[\[Supplier name\]](#) shall advise its directors, officers and employees having access to any Confidential Information of the existence and the requirements under this Agreement and formulate rules and regulations to cause them to comply with the confidentiality obligations hereunder.

[供应方名称]应告知其可接触任何保密信息的董事、管理人员和雇员本协议的存在和要求，并制定规则 and 规定使其遵守本协议下的保密义务。

5, Ownership of Confidential Information

保密信息的归属

All materials bearing, containing, disclosing or relating to the Confidential Information shall remain the property of [IAC](#). Upon receipt of written request from [IAC](#) prior to the expiration of the confidentiality obligation, [\[Supplier name\]](#) so requested shall return or, at [IAC](#)'s option, destroy all copies of writing, and other materials in its possession or control that contain the Confidential Information received from [IAC](#) hereunder. If any such writing or material has been destroyed, an adequate response to the return request will be a written verification of such destruction.

含有、包含、披露保密信息的或与保密信息有关的所有材料应始终为 IAC 的财产。

若在保密义务期满前从 IAC 处收到书面要求，收到此要求的[供应方名称]应返还或销毁（由 IAC 选择）其占有或控制的、包含在本协议项下从 IAC 处收到的保密信

息的所有书面文本和其他材料。如果任何该等书面文本或材料已被销毁，则对于返还要求的适当回复将是一份有关该等销毁的书面证实文件。

6, No Right to Apply for Intellectual Property Rights 无权申请知识产权

[\[Supplier name\]](#) does not have the right to apply for registration or authorization of any intellectual property rights such as patents, trademarks, copyrights, etc. using or based on the Confidential Information.

[\[供应方名称\]](#) 无权申请任何使用保密信息或基于保密信息的知识产权（例如专利、商标、版权等）的注册或授权。

7, Breach

违反

If, without the prior written consent of [IAC](#), [\[Supplier name\]](#) discloses or permits or suffers to be disclosed any Confidential Information to any unauthorized third party or breaches any of its other obligations hereunder, [\[Supplier name\]](#) shall be in breach of this Agreement and shall, for each time of breach, indemnify and hold [IAC](#) harmless against any and all losses suffered therefrom.

如果[\[供应方名称\]](#)未经 [IAC](#) 事先书面同意，向任何未经授权的第三方披露、许可或容许披露任何保密信息或违反其在本协议下的任何其他义务，则[\[供应方名称\]](#)违反了本协议并应就每次违反赔偿 [IAC](#) 因此遭受的任何及所有损失并使其免于受损。

8, Miscellaneous

其他

8.1 [IAC](#) and [\[Supplier name\]](#) do not intend that any agency or partnership relationship be created between them by this Agreement.

[IAC](#) 和[\[供应方名称\]](#)无意通过本协议在双方之间设立任何代理或合伙关系。

8.2 Any and all modifications to this Agreement must be made in writing and must be signed by representatives of [IAC](#) and [\[Supplier name\]](#).

对本协议的任何及所有修改必须以书面作出并经 IAC 和[供应方名称]的代表签署。

- 8.3 Without IAC's prior written consent, [Supplier name] shall not publicly announce or disclose the existence of this Agreement or its terms and conditions, or advertise or release any publicity regarding this Agreement.

未经 IAC 的事先书面同意，[供应方名称]不得公开宣布或披露本协议的存在或其条款和条件，或就本协议发布广告或作出任何公开。

- 8.4 This Agreement shall be governed by and construed according to the laws of the People's Republic of China.本协议应受中华人民共和国法律管辖并依其解释。

- 8.5 In the event a dispute arises from the interpretation or implementation of or in connection with this Agreement, IAC and [Supplier name] shall attempt in the first instance to resolve such dispute amicably through friendly consultations between the Parties.

若因本协议的解释或实施产生争议或产生与本协议有关的争议，则IAC和[供应方名称]应首先尝试通过双方之间的友好协商解决该等争议。

In the event the dispute cannot be resolved through consultations, either Party is entitled to submit the dispute to China International Economic and Trade Arbitration Commission ("CIETAC") for final arbitration in Shanghai by an arbitration tribunal in accordance with the Arbitration Rules of CIETAC (the "CIETAC Rules").

若无法通过协商解决争议，任何一方可向中国国际经济贸易仲裁委员会（“贸仲”）提交该等争议，由其仲裁庭按照贸仲的仲裁规则（“贸仲规则”）在上海进行终局仲裁。

The arbitration tribunal shall render a written arbitral award, which shall be final and binding upon both Parties. The losing Party shall be responsible for the costs of CIETAC, the fees of the arbitrators (if any), the expenses of the arbitration proceedings and all costs and expenses of enforcement of any arbitral award, including reasonable attorneys' fees and expenses.

仲裁庭应作出一份书面的仲裁裁决，该裁决是终局的并对双方具有约束力。败诉方应负责承担贸仲的费用、仲裁员的费用（若有）、仲裁程序的费用以及执行任何仲

裁裁决的所有成本和开支，包括合理的律师费和开支。

8.6 The Parties have signed this Agreement at the date here-above mentioned at the beginning in 2 originals and each Party shall hold one of them.双方已于本协议以上文首所述之日签署本协议的两份原件，每一方持一份原件。

IAC (Shanghai) Management Co.,Ltd.

(签字)

姓名：

职位：

Supplier 供应方

(签字)

姓名：

职位：