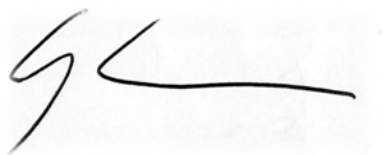


Dear Supplier,

Please send to the following e-mail address ([wamgroup.nondisclosureagreement@legalmail.it](mailto:wamgroup.nondisclosureagreement@legalmail.it)) both the .doc file duly completed **in both its columns** (with date, name, VAT number, Country and company address, as well as the name of the legal representative) and the scan of the printed document, duly stamped and signed by your legal representative.

尊敬的供应商：

请向以下电子邮件地址（[wamgroup.nondisclosureagreement@legalmail.it](mailto:wamgroup.nondisclosureagreement@legalmail.it)）发送**两栏**均填妥（包括日期、姓名、增值税编号、国家和公司地址以及法定代表人姓名）的 doc 文件，然后扫描打印的文件、盖章并由贵方法定代表人签字。



**Ing. Giovanni Cerruti**

Head of Corporate Purchasing

E-mail: [giovanni.cerruti@wamgroup.com](mailto:giovanni.cerruti@wamgroup.com)

公司采购主管

电子邮件: [giovanni.cerruti@wamgroup.com](mailto:giovanni.cerruti@wamgroup.com)

**WAMGROUP S.p.A.**

威埃姆集团股份有限公司

Via Cavour, 338

41030 Ponte Motta di Cavezzo (MO) – Italy

## Non Disclosure Agreement

This agreement (the “**Agreement**”) is made the \_\_\_\_\_ day of \_\_\_\_\_ (the

“**Starting date**”) between:

**Wamgroup S.p.A.**, a company incorporated under the law of Italy, with its headquarters in Strada degli Schiocchi 12, Modena, Italy, for itself and in the name and on behalf of the companies directly or indirectly controlled by it, here all represented by its legal representative, Mr. Roberto Marchesini (hereinafter referred to as “**WAM**”)

and

a company incorporated under the law of \_\_\_\_\_,

with its headquarters in \_\_\_\_\_,

(Tax code \_\_\_\_\_),  
here represented by \_\_\_\_\_,

(hereinafter referred to as the “**Recipient**”)  
(hereinafter referred to as the “**Parties**”)

whereas

WAM is a multinational group of companies manufacturing and supplying a comprehensive product range including equipment for bulk material handling, dust filtration, waste water, mixing and vibration technology and it is freely evaluating the possibility to disclose to the Recipient Confidential Information as defined below in connection with either a potential or already established business activity involving the Recipient (the “**Authorized Purposes**”).

That having been said, the Parties agree as follows:

**1. Purpose.** The Agreement is intended to:  
(a) to document the Recipient's obligations in respect of the Confidential Information and (b) to allow both Parties to have continuing open discussions regarding the Confidential Information, while still affording complete protection of such Confidential Information against disclosure or unauthorized use.

## 保密协议

本协议（以下简称“**协议**”）签订于 年\_\_\_\_月\_\_\_\_日（以下简称“**生效日期**”），协议双方：

**威埃姆集团股份有限公司**，一家依据意大利法律设立的公司，总部位于 **Strada degli Schiocchi 12, Modena, Italy**，代表其自身及其直接或间接控制的公司签订，法定代表人 **Roberto Marchesini** 先生

（以下简称“**威埃姆**”）；  
与

一家根据 [ ] 法律设立的公司，

总部位于

（税务登记号：\_\_\_\_\_），  
代表人

（以下简称“**接收方**”）；  
（上述两方以下合称“**协议双方**”）。

鉴于：

威埃姆是一家生产和供应多种产品的跨国集团公司，包括散装材料处理、滤尘和废水处理设备、混合和振动技术。威埃姆能够自由评估向接收方披露下文定义的与可能建立或已建立的涉及接收方的业务活动相关保密信息（以下简称“**授权目的**”）。

因此，协议双方特此约定如下：

**1. 目的。**

本协议的目的是：（a）载明接收方与保密信息相关的义务；以及（b）使协议双方能够持续开展保密信息相关的自由讨论，同时为该等保密信息提供全面保证，以防止发生披露或擅自使用。

<p><b>2. Confidential Information.</b> “<b>Confidential Information</b>” means confidential information like, for instance only, information related to the proprietary technology and products, including without limitation, technical data, trade secrets, know-how, research, product services, software, inventions, patent applications, techniques, processes, developments, algorithms, formulas, technology, designs, schematics, drawings, engineering, and hardware configuration information of WAM and proprietary information relating to the operations and business or financial plans or strategies, including but not limited to customers, customer lists, markets, financial statements and projections, product pricing and marketing, financial or other strategic business plans or information of WAM either in writing, orally or by drawings, including the existence of the Agreement too.</p> <p>Confidential Information does not include any of the following items which (i) at the time of disclosure is publicly available through no fault of the Recipient; (ii) Recipient can demonstrate was in its possession at the time of disclosure and which was not acquired under any obligation of confidence or was independently developed without any use of the Confidential information.</p> <p><b>3. Ownership of Confidential Information.</b> The Confidential Information, and all rights thereto, which has been or will be disclosed to the Recipient shall remain the exclusive property of WAM and any relevant third party and shall be held in trust by the Recipient for WAM and such third parties.</p> <p><b>4. Non-Disclosure.</b> The Recipient will keep the Confidential Information confidential and will not, directly or indirectly, commercially exploit the same or use the same for any other purpose except the Authorized Purposes. The Recipient shall take all action necessary to prevent the disclosure to third parties of the Confidential Information. The Recipient shall only have the right to disclose such Confidential Information to its employees and professional advisors on a “need to know” basis for the Authorized Purposes. The Recipient shall, prior to disclosing any Confidential Information to any such</p>	<p><b>2. 保密信息。</b>“<b>保密信息</b>”是指以下各种保密信息（仅举例而言），例如与专有技术和产品相关的信息，包括但不限于技术数据、商业秘密、专有技术、研究、产品服务、软件、发明、专利申请、技巧、工艺流程、开发、算法、配方、技术、设计、示意图、图纸、工程设计和威埃姆的硬件配置信息，以及与威埃姆的业务经营活动、财务计划或策略相关的专有信息，包括但不限于威埃姆的客户、客户名单、市场、财务报表和预测、产品定价和市场营销、财务或其他策略性业务计划或信息，无论是否使用书面、口头或图表方式，还包括本协议的存在。</p> <p>保密信息不包括以下任何信息：（i）披露时并非由于接收方的过错已公开的信息；（ii）接收方可以证明披露时其已经掌握的，并非基于保密义务取得的信息，或者接收方在未使用任何保密信息的情况下独立开发取得的信息。</p> <p><b>3. 保密信息的所有权。</b></p> <p>已经或将来向接收方披露的保密信息以及所有相关权利均属于威埃姆和任何相关第三方的专有财产，应当由接收方为威埃姆和该第三方信托持有。</p> <p><b>4. 禁止披露。</b></p> <p>接收方将对保密信息予以保密，不得直接或间接为商业目的使用该等保密信息，也不得为授权目的以外的任何其他目的使用该等保密信息。接收方应采取一切必要措施防止保密信息向第三方披露。接收方仅有权为授权目的向其“有必要知悉”的员工和专业顾问披露该等保密信息。向上述人员披露任何保密信息前，接收方应当其该等人员给予适当的指示，并取得所有必要的承诺，以确保该等人员遵守本协议关于保密信息的相关保密义务和使用限制。接</p>
---	--

person, issue appropriate instructions to them and obtain all necessary undertakings to ensure that such persons comply with the confidentiality and use obligations contained in this Agreement with respect to the Confidential Information. The Recipient undertakes to notify WAM promptly in writing of any misuse or misappropriation of Confidential Information which may come to the Recipient's attention.

**5. No License.** Nothing in the Agreement shall be construed as granting any rights to the Recipient under any patent or copyright, nor shall the Agreement be construed to grant the Recipient any rights in or to the Confidential Information, except the limited right to use such Confidential Information solely for the Authorized Purposes.

**6. Disclaimer.** WAM makes no representation, warranty or guarantee whatsoever to the Recipient with respect to the Confidential Information.

**7. Required Disclosure.** If the Recipient becomes legally required to disclose any Confidential Information, the Recipient will give WAM prompt notice of such fact so that WAM may obtain a protective order or other appropriate remedy concerning any such disclosure. The Recipient will fully co-operate with WAM in connection with WAM's efforts to obtain any such order or other remedy. If any such order or other remedy does not allow giving the notice referred to above, the Recipient will make such disclosure to the extent that such disclosure is legally required and will use its best efforts to have confidential treatment accorded to the disclosed Confidential Information.

**8. Copies.** The Recipient shall not copy or reproduce the Confidential Information by any means whatsoever without the prior written consent of WAM. Any copy shall contain any proprietary or confidential notices which appear on the original of the Confidential Information.

**9. Return of Confidential Information.** The Recipient shall immediately, upon notice from WAM, discontinue use of the Confidential Information and return all tangible forms of it immediately and all copies thereof.

**10. Notices.** Any notice which may or is required to be given pursuant to the Agreement shall be in writing and shall

收方承诺, 当其发现任何人不当使用或侵占保密信息时, 其将及时书面通知威埃姆。

**5. 未授予许可。**

除了仅为授权目的使用保密信息的有限权利以外, 本协议并未向接收方授予任何专利或版权的相关权利, 也未向接收方授予保密信息中的任何权利。

**6. 免责声明。**

威埃姆并未向接收方提供与保密信息相关的任何陈述、保证或担保。

**7. 必要的披露。**

如果接收方依法必须披露任何保密信息, 接收方将及时通知威埃姆, 从而使威埃姆能够取得与此项披露相关的保护令或其他适当的救济。接收方将全面配合威埃姆, 以尽力取得该等保护令或其他救济。如果任何该等保护令或其他救济不允许给予上述通知, 接收方将在法律要求的范围内披露, 并尽力使披露的保密信息取得保密对待。

**8. 副本。**

未经威埃姆事先书面同意, 接收方不得以任何方式复制保密信息。任何副本须包含保密信息原件上出现的专有或保密声明。

**9. 保密信息的归还。**

经威埃姆通知, 接收方应立即停止使用保密信息, 并立即退还所有有形方式的保密信息以及所有副本。

**10. 通知。**根据本协议可以或要求发送的任何通知应采用书面方式, 并通过预付邮资的挂号邮件、传真、电子邮件或当面递交

be sufficiently given or made if mailed by prepaid registered mail, faxed, e-mailed or served personally upon the Party for whom it is intended, addressed to the Director of the other Party at the above address.

**11. Assignment.** Neither Party may assign the Agreement without consent from the other Party, which consent shall not be unreasonably withheld. Subject to the foregoing, the Agreement shall ensure to the benefit of and be binding upon the successors and permitted assigns of the Parties.

**12. Enforcement.** Delay or failure to exercise any right or remedy hereunder shall not impair such right or remedy or be construed as a waiver thereof or as acquiescence in a breach of the Agreement. Any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. If Recipient is in violation of the Agreement, WAM shall challenge in writing the Recipient by providing documentary evidence of the violation. The Recipient will have fifteen days to provide WAM with their explanations on the notified event. If the violation is ascertained, WAM shall be entitled to seek compensation for all the damages or relevant costs WAM may incur.

**13. Term.** The Agreement shall start from the Starting Date and last for a period of 5 years, unless Parties start a business relationship. In such case the Agreement lasts for a period of 5 years from the last relevant invoice issued by the Recipient or contract/purchase order issued by WAM and executed by the Recipient whatever happens later.

**14. Governing Law and Jurisdiction.** The Agreement shall be governed by and interpreted and enforced in accordance with the laws in force in China (excluding any conflict of laws rules or principle which might refer such constructions to the laws of another jurisdiction) and shall be treated in all respects as a Chinese contract. Any possible dispute arising about the Agreement should be resolved by the competent People's Court in Wuxi, China.

等方式发送至上文载明的另一方的董事地址。

#### 11. 转让。

未经另一方同意（但另一方不得无故拒绝给予同意），协议任何一方不得转让本协议。在遵守上述规定的前提下，本协议保障协议双方继承人和允许的受让人的利益，并且对于协议双方继承人和允许的受让人具有约束力。

#### 12. 执行。

延迟行使或未行使本协议项下任何权利或救济并不损害该权利或救济，也不视为放弃该项权利或救济，或豁免另一方的违约责任。单独行使或部分行使任何权利或救济并不影响在其他情况下行使或进一步行使该等权利或救济，也不影响行使任何其他权利或救济。**如果接收方违反了本协议**  
· 威埃姆应以书面形式向接收方提出质疑  
· 并提供接收方违反本协议的书面证据。  
接收方将有十五天的时间向威埃姆提供其对该事件的解释。如果违规行为被确定，威埃姆有权要求接收方赔偿威埃姆可能产生的所有损害、损失及相关支出、费用。

#### 13. 有效期。

本协议自生效日期起生效，有效期五年，除非协议双方开始建立业务关系。在此情况下，本协议的五年有效期自接收方出具最后一份相关发票之日，或者威埃姆签发合同 / 采购订单并由接收方签署之日起生效（两者以日期在后者为准）。

#### 14. 法律适用和司法管辖权。

本协议应当适用中国境内当时有效的法律，并根据该等法律进行解释和执行（不包括可能适用其他法域的法律进行解释的任何冲突法规则或原则）。本协议应当在所有方面视为中国合同。本协议可能引起的任何争议应当由中国无锡市相关人民法院解决。

<p><b>15. Miscellanea.</b> The Agreement does not bind the WAM to disclose any Confidential Information, nor to negotiate or to undersign any further agreement. The Parties agree that the Agreement constitutes the complete and exclusive terms between them covering the purpose of the Agreement and cannot be altered, amended or modified except in writing by the Parties.</p> <p><b>16. Language of the Agreement.</b> If the Agreement is written in two languages, the provision set forth in English shall prevail in case of any language conflict.</p>	<p><b>15. 其他条款。</b> 本协议并不要求威埃姆必须披露任何保密信息，也不要求威埃姆必须商谈或签署其他协议。协议双方同意：本协议构成协议双方就本协议的目的达成的完整和排他性约定。除非协议双方另行书面同意，否则不得修改、修订或变更本协议。</p> <p><b>16. 协议语言。</b> 若本协议以两种语言签署，发生冲突时应当以英文版为准。</p>
--	---

Cavezzo (MO), Italy  
意大利摩德纳省卡夫佐市

**Wamgroup S.p.A.**  
威埃姆集团股份有限公司



**WAMGROUP S.p.A.**  
Sede Legale: Strada degli Schiocchi, 12  
41124 MODENA  
Sede Amm.: Via Cavour, 338  
41032 Cavezzo Fr. Ponte Motta (MO)  
C.F. e P.IVA 03017030366

Stamp and signature:  
盖章签字:

Nome: Roberto Marchesini  
姓名: Roberto Marchesini  
Ruolo: Vice President  
职务: 副总裁

Name:  
姓名:  
Title:  
职务:

After a dedicated negotiation, the Parties mutually agree to specifically approve following clauses:

经专门协商，协议双方明确同意批准以下条款：

- 4. Non-Disclosure / 4.
- 6. Disclaimer / 6.
- 12. Enforcement / 12.
- 14. Governing Law and Jurisdiction / 14.
- 4、禁止披露 / 4.
- 6、免责声明 / 6
- 12、强制执行 / 12
- 14、法律适用和司法管辖权 / 14

Cavezzo (MO), Italy  
意大利摩德纳省卡夫佐市

**Wamgroup S.p.A.**  
威埃姆集团股份有限公司



Stamp and signature:  
盖章签字：

Nome: Roberto Marchesini  
姓名: Roberto Marchesini  
Ruolo: Vice President  
职务: 副总裁

Name:  
姓名:  
Title:  
职务: