

# 保密協議書

## Agreement of keeping secrets hidden

速意國際企業社

(下稱「甲方」)

Su-Yi International Enterprise

To be abbreviated as A

立保密協議書人 \_\_\_\_\_ (下稱「乙方」)

Contractor

To be abbreviated as B

為甲方協助提供乙方翻譯、校稿及相關工作事宜，經雙方協商簽訂本保密協議書（下稱「本協議書」），約定條款如下：

In order to assist B with matters such as translation, revision, etc., from A, here are some agreed articles after mutual agreement as follows.

第一條：

甲方於本專案執行期間需接觸及使用乙方提供之資訊，基於個人資料保護與電子化政府應用系統資訊安全及尊重智慧財產及隱私權之保護，願遵守相關法令與本專案合約要求。

1<sup>st</sup>: A shall get exposed to and use the information provided by B during the execution of this project. Also, for the sake of personal data protection, informational security of applicational system of computerized government, respect of intellectual property rights, and protection of privacy, A shall be willing to obey the relevant statutes and requirements of this contract.

第二條：

甲方不得以任何形式將取得資料或資訊之全部或部分複製、修改、轉售、贈與或借予他人使用，不得向任何人洩露有關文件(含所有文件、圖說、報表、電腦資料、程式碼、數據等)，並承諾參與本專案相關人員皆遵守本協議書之要求。

2<sup>nd</sup> : A is not allowed to duplicate, modify, sell what he/she has bought, send, or lend others any part of data or information by any means. Besides, A is not allowed to reveal anything including all data, illustrations, tables, computer data, program codes, and figures related to documents. Also, A shall promise that all staff would obey all requirements of this contract.

第三條：

甲方對機密資訊之使用僅限於處理編修、翻譯及相關工作之範圍，非因為乙方處理編修、翻譯及相關工作所需或經乙方事前書面授權，不得為其自己或任何第三人之利益而利用或重製任何機密資訊，或將之洩漏、告知、交付第三人，或以其他任何方式使第三人知悉或利用該等機密資訊，或對外發表或出版。乙方提供機密資訊並非授權或讓與甲方任何專利、商標、著作權或其他智慧財產權。

3<sup>rd</sup>: A's using range of confidential information is only within dealing with modification, translation, and relevant works. Besides, if A's reason is not concerning B's modification, translation, and relevant works or B's authorization beforehand in written form, A is not allowed to use or remake any confidential information for the third individual's interests, or divulge, notify, and hand in the

third individual, or utilize other ways to notify the third individual to use further confidential information, or publish any information. Anyway, B provides the confidential information, instead of authorization or providing any patents, trademarks, copyrights, or other intellectual property rights to A.

第四條：

甲方為本協議書所訂相關事宜，得將機密資訊提供予有接觸此等資訊必要之甲方員工、顧問、代理人或代表人(下稱「關係人」)，惟甲方於向關係人交付機密資訊前，甲方應負責使關係人就本協議書之機密資訊負有不低於本協議書所要求之保密義務。

4<sup>th</sup>: According to relevant matters of this agreement, A is able to share the confidential information with A's employees, consultants, and representatives (to be considered "related parties") who have necessary reasons to get accessed to the information. Before A passes the confidential information to related parties, A is responsible to tell them the responsibilities of keeping secrets that related parties are required to obey the maximum musts of this agreement.

第五條：

雙方係獨立之訂約人，除雙方另有約定外，本協議書不得解釋為成立甲方與乙方之合夥、授權、合資或其他業務關係。

5<sup>th</sup>: Both sides are who struck this agreement. This agreement shall not be interpreted as partnership, authorization, joint ventures of A&B, or other commercial relationships except the mutual appointments beforehand.

第六條：

甲方就違反本協議書之情事(含關係人違約)而對乙方所負一切賠償責任以乙方就委託工作已支付與甲方之報酬為限。

6<sup>th</sup>: If A violates any rules of this agreement (including related parties who do this.), and is liable to compensation from B, the maximum amount should be how much B has paid to A in any commissions.

第七條：

本協議書經雙方簽署後開始生效，有效期間為期三個月，期滿自動終止。本協議書之保密義務於本協議書終止或解除後五年內仍具有效力。

7<sup>th</sup>: This agreement would be effective for 3 months until it is due once there's mutual signature on it. Even this agreement is due or retrieved for five years, the obligation of keeping secrets would be still valid.

第八條：

若因本協議書所生之爭議糾紛，雙方同意先本誠信原則磋商之，磋商不協時，雙方同意以中華民國商務仲裁條例提付商務仲裁，仲裁地為甲方公司登記所在地之法院為第一審管轄法院。

8<sup>th</sup>: If there's any controversies or disputes out of obedience failure or insufficient obedience in the contract, both A and B should agree on the bilateral negotiation of trust. If the negotiation fails, both sides should agree to let the commercial arbitration do the negotiation with the arbitrary treaty of ROC. The arbitrary location will be the local court where B's firm is registered in as the court of first

jurisdiction.

第九條：

本協議書之各項規定，非經雙方當事人書面同意，不得任意修改。

9<sup>th</sup>: If there's no written approval from both sides, any regulations shall not be modified.

第十條：

本協議書壹式兩份，雙方各執一份為憑。

10<sup>th</sup>: This agreement is to be copied to two sheets for both sides.

<p>甲方：速意國際企業社</p> <p>A: Su-Yi International Enterprise</p> <p>簽約代表人：</p> <p>Representative:</p> <p>電話：07-3831990</p> <p>Telephone Number: 07-3831990</p> <p>地址：807 高雄市三民區建工路 415 號-東</p> <p>003</p> <p>Address: 003 East, No.415 Jian-Gong</p> <p>Rd. San Min District. Kaohsiung City.</p> <p>統一編號：26002453</p> <p>Invoice Number: 26002453</p>	<p>乙方(公司/個人)：</p> <p>B (Firm or individual):</p> <p>簽約代表人：</p> <p>Representative:</p> <p>電話：</p> <p>Telephone Number:</p> <p>地址：</p> <p>Address:</p> <p>統一編號：</p> <p>Invoice Number:</p>
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中華民國 年 月 日

Date: