

Mutual Confidentiality and Non-Circumvention Agreement

雙方保密與誠信協議書

Whereas, the parties hereto, 以下各方

JSC EUROPEAN SOURCES, Raudondvario pl. 127, Kaunas, Lithuania and _____ (hereinafter referred to as "Parties"), are entering into cooperating or participating in one or more business transactions concurrently herewith and hereafter during the term of this agreement (hereafter individually and collectively referred to as the "Subject"). JSC EUROPEAN SOURCES 與 _____ (以下稱為合作人) 據此一同進入合作或參與一或多項生意執行並在往後此協議書條款(以下個別與共同執行的稱為主題Subject)

Whereas, the parties mutually recognize that in the transaction of the business, each may learn from the other (including associates) the identity, addresses, telephone, fax, telex numbers of clients, customers, suppliers, agents, brokers, buyers, hereafter referred to as ("CONFIDENTIAL SOURCES") which the other party has acquired by years of investment in time, expense and effort.

雙方彼此具結生意的執行, 一方要另一方獲取同等客人的標的, 地址, 電話, 傳真, 電匯號碼, 客戶, 供應商, 代理, 中間人, 買主, 這些另一方長年按時投資, 花費與成果, 以下稱為("保密資料confidential source").

For this proposed transaction of the production and sales of products, technical manufacturing processes, trademarks, production processes, intrinsic recipes and nutrient combinations, of the _____ or their brands or products it is deemed ("CONFIDENTIAL SOURCES") WHETHER OR NOT either party has any prior knowledge of the ("CONFIDENTIAL SOURCES"). 對於提議的 _____ 產品生產與銷售的執行, 技術製造過程, 商標, 生產加工, 內部配方營養組合, 或是他們的商標, 或被視為保密資料的產品, 無論此方是否事先知道是保密資源.

Now therefore, in consideration of the mutual promises set forth herein, each Party covenants and agrees as follows:

因此, 此約為在彼此於此提出承諾下, 雙方立約與協議如下:

1. That all CONFIDENTIAL SOURCES and confidential information of each Party are valuable property and remain an exclusive property of such party.
各方所有保密來源與保密資料為有價資產並屬於各方獨有財產。
2. That neither Party (including all the associates, agents, affiliates or any other representatives of such Party) will attempt, directly or indirectly, to contact the other Party's CONFIDENTIAL SOURCES on any matters relating to the Subject, business, contact or negotiate or make any use of any other confidential information of the other Party, except through such other Party directly or with the express written consent of such other Party as to each CONFIDENTIAL SOURCE for verification of name, address, phone, amounts of sales prices, contracts and all commission structures.
雙方(包括所有關係人, 代理, 附屬公司或任何其他任一方代表) 都不得企圖, 直接或間接聯絡接觸另一方的保密資源, 無論在任何關事情於此執行的事宜, 生意, 聯絡人, 議定或使用另一方的保密資料. ~~除非經過一方直接或來信表明證實同意另一方碰觸關於些人/公司名, 地址, 電話, 銷售金額, 合約及所有傭金結構.~~
3. Upon contacting any CONFIDENTIAL SOURCES, the Parties agree to identify themselves as a representative of the authorizing Party and in no other way, without any exception. Any violation of this covenant is deemed as an attempt to circumvent the other party.
雙方同意在碰觸保密資源上時, 視同自己為代表授權方並別無選擇, 無異議不得抗辯. 任何侵犯此協議條款即視為企圖詐欺另一方.
4. Each Party agrees that neither such Party nor any associates, agents, affiliates, or any other representatives of such Party will disclose any CONFIDENTIAL SOURCES or confidential information of the other Party, obtained in the transaction of the Subject business and negotiate, to any third party.
雙方同意任一方與他的合夥關係人, 代理, 附屬公司, 或這些任何代表都不得公開任一方的任何保密資源或保密資料, 也不得取得此生意的業務並轉讓給第三方.
5. All Parties agree not to circumvent, not attempt to circumvent, the other Party in any transaction pending or in the future. This document binds all Parties, their employees, associates, agents, attorneys, accountants, assignees, heirs, transferees, designers and any other representatives.
雙方同意在業務執行期間或以後, 任何不得欺騙, 試圖欺騙另一方. 此協議文件約束雙方, 包括他們的員工, 合夥關係

人,代理,律師,會計師,繼承人,承買人,設計人員及任何其他代表.

6. It is the intention of all Parties hereto not to use any CONFIDENTIAL SOURCES or confidential information or the contacts, customers, related persons or entities to the advantage of the receiving party without the established gain or arrangement to the benefit of the providing Party.
此目的為約束所有**合作人在沒有建立取得或跟資料提供方利益同意協議下**, 不得使用任一方的任何保密資源或保密資料,或合約,客戶,相關人而接收資料獲取實質利益.
7. In the event of any violation of this Agreement, the breaching Party shall be liable to the injured Party for the total commissions commission of the projected business, fees and profits lost true the breach, which were or would have been due to the injured Party, upon the successful completion of the transaction in question, plus any other and further relief deemed proper by a court of competent jurisdiction.
如果發生任何違反此協議書,毀約方應負責受害方因為失去誠信而此生意計畫的所有傭金,費用及利潤都要支付給受害方,包括在討論中的完整的和解金或案子,加上任何其它甚至有司法裁判權的法院裁定的賠償金.
8. In addition, the breaching Party shall pay all costs and attorney's fees incurred in the enforcement of this agreement governed under the laws of Belgium. The venue for any necessary actions will lie exclusively and be held in the EU.
另外,毀約方要支付受害方所有在比利時法律管轄下執行的引發的訴訟費用與律師費.違反事件發生地會排除並受歐盟約束.
9. Each party will be responsible for its own expenses incurred in conducting business activities related to its role in this agreement, unless there is an expressly written permission by the other party, prior to closing of a transaction.
各方將各自負責在此協議擔任的關係角色的處理事項引發的費用,除非在和解協議前,一方有明確寫信給另一方願意承擔.
10. This Agreement is valid for a period of three (3) years from the date of the execution of this Agreement and can be renewed on or before the anniversary date under the same terms by a written agreement of the Parties.
此協議書有效期為從執行此協議開始 3 年,並可以重新繼續,或是每年固定時間彼此寫信以同樣條款續約.
11. The Parties agree that a faxed or emailed copy of this Agreement is as legal and binding as the original.
雙方同意得以傳真,電子郵件版傳遞此協議書有法律效應並如同正本一樣有約束力.
12. By signing below each party agrees that they can read and understand English.
各方於以下簽名協議他們可以閱讀並了解英文.
13. Both parties acknowledge that they have the right to review this agreement by their own independent attorneys before execution.
雙方知悉他們有權讓他們自己的律師在履行此協議前重新審閱此協議書.

This Agreement is AGREED AND ATTESTED to this date _____.

此協議書同意並宣示從日期 _____ 開始

AGREED AND ATTESTED TO:

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JSC EUROPEAN SOURCES
Raudondvario pl. 127 Kaunas
Lithuania

By: General Manager

By: _____ Adomas

