

**SUPPLIER CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT**  
**供应商保密和知识产权协议**

<p>This Agreement is made and entered into between the undersigned business partner (“Supplier”) and the Fellowes entity indicated below (hereinafter, “Fellowes”):</p> <p><input type="checkbox"/> Fellowes Office Products (Suzhou) Co., Ltd., a corporation organized under the laws of the People’s Republic of China (default)</p> <p><input type="checkbox"/> Fellowes Business Machines (Suzhou) Co., Ltd., a corporation organized under the laws of the People’s Republic of China</p> <p><input type="checkbox"/> Fellowes, Inc., a corporation organized under the laws of Illinois, USA.</p>	<p>本协议由以下署名的商业伙伴（以下简称“公司”）与下列范罗士机构（以下简称“范罗士”）签订：</p> <p><input type="checkbox"/> 范罗士办公用品（苏州）有限公司，是一家依据中华人民共和国法律注册成立的公司（默认）</p> <p><input type="checkbox"/> 范罗士商业机械（苏州）有限公司，是一家依据中华人民共和国法律注册成立的公司</p> <p><input type="checkbox"/> 范罗士公司，是一家依据美国伊利诺伊州法律注册成立的公司</p>
<p align="center"><b>RECITALS</b></p> <p>Whereas Fellowes’ principal business is the manufacturing, marketing and distribution of office and consumer products on a worldwide basis and,</p> <p>Whereas Supplier’s principal business is the manufacturing of _____ and</p> <p>Whereas Supplier and Fellowes desire to formally agree to certain understandings that have been part of a business relationship surrounding Supplier’s current and prospective manufacturing and/or supply of certain products for Fellowes; and</p> <p>Whereas Supplier has needed and will need to obtain from Fellowes certain tools of production, including but not limited to injection molding tools, production fixtures and testing equipment, and certain technical information, including but not limited to tooling designs, engineering specifications, manufacturing technology and product engineering designs.</p>	<p align="center"><b>事实陈述</b></p> <p>鉴于范罗士的主要业务是在世界各地生产、推销和分销办公及消费类产品；</p> <p>鉴于供应商的主要业务是生产</p> <p>_____</p> <p>并且鉴于供应商和范罗士均希望就供应商现在和将来为范罗士生产和（或）提供某些产品而正式同意业已是双方业务关系组成部分的某些谅解；</p> <p>因为供应商已经需要并将继续需要从范罗士获得某些生产工具，包括但不限于注塑工具、生产装置和检测设备“以及某些技术信息，包括但不限于工具设计、技术规格、生产技术和产品工艺设计；</p>
<p>Now Therefore, the Parties agree as follows:</p>	<p>因此，“当事双方”同意如下条款：</p>
<p>1. Fellowes shall provide Supplier with such tools of production and such technical information as Fellowes believes is necessary for Supplier to properly manufacture the products which the Parties agree that Supplier shall manufacture. These tools, including but not limited to injection molding tools, production fixtures, and testing equipment, and this technical information, including but not limited to tooling designs, engineering specifications, manufacturing technology and product engineering designs, are referred to as “Proprietary Materials and Information.”</p>	<p>范罗士须向供应商提供范罗士认为供应商适当生产“当事双方”同意供应商须生产的产品所必须的生产工具和技术信息。这些工具，包括但不限于注塑工具、生产装置和检测设备，以及这类技术信息，包括但不限于工具设计、技术规格、生产技术和产品工艺设计，称为“专有材料和信息”。</p>

<p>2. Proprietary Materials and Information shall also include any information or materials provided in any form by Fellowes (or an affiliated company) during the term of this Agreement except as described in paragraph 3, including but not limited to, product ideas or designs, manufacturing techniques, methods, processes, procedures, or customer, financial or business information.</p>	<p>“专有材料和信息”须包括除第4条所述内容外，范罗士在协议期内以任何方式提供的信息和材料，包括但不限于产品理念或设计、生产技术、方法、程序、工艺规程、或财务和业务信息。</p>
<p>3. Proprietary Materials and Information will not include (a) any information which is now or later becomes publicly known unless it later becomes publicly known because Supplier or someone receiving a Work Related Disclosure breaches the duties specified in this Agreement or (b) information which Supplier learns from someone who is legally entitled to disclose the information without breaching any duties to Fellowes.</p>	<p>“专有材料和信息”将不包括(a)现在或日后公开的任何信息，但因供应商或某个得到“工作相关披露”的人违反本《协议》中规定的责任而日后公开的信息除外，或(b)供应商从有合法权利在不违反对范罗士承担的任何责任的情况下披露信息的人士处得到的信息。</p>
<p>4. Supplier shall maintain the confidentiality of any Proprietary materials and Information and not use any Proprietary Materials and Information except for purposes of doing business with Fellowes. Supplier will not use the Proprietary Materials and Information to design or manufacture products for itself or others unless expressly permitted in writing by Fellowes. Supplier will not disclose Proprietary Materials and Information to any third party, including employees, except for disclosures that are required for the purpose of performing the work which Supplier has agreed to do for Fellowes (“Work Related Disclosure”). Supplier will only make a Work Related Disclosure to someone who agrees in writing to the same restrictions on disclosure and use of the Proprietary Materials and Information which Supplier has agreed to in this Agreement. Supplier will be responsible to Fellowes for any improper disclosure or use of the Proprietary Materials and Information by anyone receiving a Work Related Disclosure.</p>	<p>供应商须维护任何“专有材料和信息”的保密性，并仅可将之用于经营与范罗士之间的业务的目的。除非范罗士以书面形式明示允许，否则供应商不得使用“专有材料和信息”为自己或其它公司生产产品。供应商不得披露“专有材料和信息”给任何第三方（包括雇员），但为了完成供应商已经同意为范罗士所做的工作而必须采取的披露行为（“工作相关披露”）例外。供应商只可对同意供应商已在本《协议》中同意的披露和使用“专有材料和信息”的相同限制的人做出“工作相关披露”。供应商须就收到“工作相关披露”的任何人的任何不适当的披露或使用“专有信息”的行为对范罗士负责。</p>
<p>5. Supplier recognizes that “Fellowes®” is a registered trademark of Fellowes (or an affiliated company) Supplier agrees that this trademark and other secondary trademarks may not be used by Supplier except with the prior written permission of Fellowes and that any and all such trademarks as identified on Fellowes packaging with the symbol ™ or ® remain the exclusive property of Fellowes through legal registration or through rights accruing from common law and may not be used by Supplier without the prior written approval of Fellowes. Supplier understands and acknowledges that Fellowes shall implement a quality control plan to ensure that all goods produced bearing any such marks meet applicable quality standards. Supplier agrees that it shall not ship any goods in contravention of such quality control plan. Supplier also agrees not to register any marks used by</p>	<p>供应商承认，“Fellowes®”是范罗士(或其关联公司)的注册商标，并且供应商在未获得范罗士事先书面允许的情况下不得使用这个公司商标和其它次要商标；并且范罗士包装上标明TM 或 ®符号的任何及所有这类商标均已通过合法注册或通过普通法赋予的权利而成为范罗士专有财产，未经范罗士事先书面批准的情况下不得使用。供应商理解并承认范罗士将实施一定的质量管控计划以保证所有生产的载有 此类标识的产品达到适用的质量标准。供应商同意不得发运任何违反此类质量管控计划的产品。供应商亦同意不得 注册任何范罗士使用的标识或类似范罗士的容易引起混淆的标识</p>

<p>Fellowes or marks that are confusingly similar to those used by Fellowes.</p>	
<p>6. Supplier recognizes that Fellowes (or an affiliated company) owns certain intellectual property, which has been protected by registered patents of the utility and/or design of Fellowes products, by trademarks, and by trade dress rights and that the intellectual property protected by these rights may not be used by Supplier except with the permission of Fellowes. Supplier shall not file any registration on any intellectual property of Fellowes.</p>	<p>供应商承认，范罗士（或其关联公司）拥有某些知识产权，而这些知识产权已经受到范罗士产品的实用性和（或）设计的注册专利和商业外观权利的保护，并且供应商在未获得范罗士允许的情况下不得使用这些专利所保护的知识产权。供应商不得登记注册任何范罗士的知识产权。</p>
<p>7. Supplier may develop and manufacture for Fellowes certain products (the “Fellowes Products”). Fellowes shall provide product performance specifications and may provide mechanical and/or industrial designs. Supplier shall manufacture Fellowes Products that conform to these specifications and designs and shall confirm such compliance with appropriate testing. Supplier shall immediately notify Fellowes in the event that a Fellowes design would prevent the Fellowes Product from meeting the performance specifications. Fellowes may provide consultative technical assistance; however, the compliance of the completed Fellowes Products with all performance specifications shall be the responsibility of Supplier. After initial production, no components may be substituted without Fellowes prior written approval and any necessary agency approvals.</p>	<p>供应商须为范罗士开发和生产某些产品（“Fellowes产品”）。范罗士须提供产品性能规格和可能提供机械和（或）工业设计。供应商须生产符合这些规格和设计的“Fellowes产品”，并须通过适当的测试进行验证。当遇到范罗士的设计可能阻碍“Fellowes产品”达到这些性能规格要求的情况时，供应商须立即通知范罗士。范罗士可能提供技术咨询，但是，供应商须对完成的“Fellowes产品”符合所有性能规格负责。在初产之后，不得在未得到范罗士事先书面批准和任何必要的代理批准情况下进行部件更替。</p>
<p>8. Supplier shall assign to Fellowes all rights, title and interest in and to all discoveries, inventions, processes, techniques, designs, copyrighted works and computer programs conceived, invented, authored or reduced to practice by Supplier, during, or as a result of conducting business with Fellowes. Supplier agrees to execute any documents required to effectuate such assignment.</p>	<p>供应商须将在经营与范罗士之间的业务的过程中或作为上述经营的结果而构思、发明、创作、或付诸实践的所有发现、发明、程序、技术、设计、版权作品和计算机程序的一切权利、产权和利益转让给范罗士。供应商同意执行任何必要的文件，以使这类转让生效。</p>
<p>9. Supplier shall exclusively depend upon Fellowes for marketing and selling the Fellowes Products (or any products that use, or are based on, Proprietary Materials or Information) and shall not market or sell any such products to any other entity, or individual. Additionally, Supplier shall not design or engineer products similar to such products for any other entity, or individual. For a period of two years after the termination of this Agreement, Supplier shall not sell products, directly or indirectly, to any customers or distributors of Fellowes (i) to which Supplier shipped products directly on behalf of Fellowes or (ii) which visited Supplier or became aware of Supplier through Fellowes.</p>	<p>供应商须完全依靠范罗士推销和销售“Fellowes产品”，并且不得推销或销售“Fellowes产品”给任何其它公司、代理商、或个人。另外，供应商不得为任何其它公司、代理商、或个人设计或规划类似于“Fellowes产品”的产品。在本《协议》终止后为期两年的时段内，供应商不得以直接或间接的方式销售产品给供应商曾代表范罗士直接向其发运过产品的范罗士的任何客户或分销商。</p>
<p>10. The construction, validity and performance of this Agreement shall be governed and construed according to the internal laws of the State of Illinois. Any controversy or claim arising out of or relating to</p>	<p>对本协议的解释、效力以及履行适用伊利诺伊州法律。由本协议条款引起或与本协议条款有关的任何争议或主张将提交国际争议解决中心（“ICDR”）依据其国际仲裁规则</p>

<p>these Terms and Conditions, or the breach thereof, will be determined by arbitration administered by the International Centre for Dispute Resolution (“ICDR”) in accordance with its International Arbitration Rules. A request for interim measures addressed by Fellowes or Company to a judicial authority will not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The place of arbitration will be Chicago, Illinois, U.S.A. The number of arbitrators shall be three (3); Fellowes and Company will each appoint one (1) arbitrator, and ICDR will appoint a third arbitrator, who will be the presiding arbitrator. The language of the arbitration will be English. The arbitration award made by ICDR will be final and binding upon the parties. The costs of arbitration will be borne by the losing party, unless otherwise determined by the arbitration award. In the event of any actual or threatened breach by Company, Fellowes will be entitled to an injunction from any court of competent jurisdiction to enjoin and restrict the breach or threatened breach of this Agreement.</p>	<p>仲裁解决。任何由范罗士或者公司向司法机关提交的临时措施请求，均不得视为与本协议相冲突或是对仲裁权利的放弃。仲裁地为美国伊利诺伊州芝加哥；仲裁员为三名，范罗士和公司分别指定一名仲裁员，第三名仲裁员由ICDR指定，作为首席仲裁员。仲裁语言为英语。由ICDR做出的仲裁裁决将为终局且对双方均有约束力。除非仲裁裁决另有说明，仲裁费用由败诉方承担。若公司已经违约或威胁要违约，范罗士有权向有管辖权的法院申请强制令，禁止并限制已经实施的或者潜在的违约行为。</p>
<p>11. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all previous written or oral agreements between the Parties concerning such subject matter. Any modifications of this Agreement must be in writing and signed by both Parties.</p>	<p>本《协议》构成“当事双方”之间就此处之标的物达成的全部协议，并且取代“当时双方”之间就该标的物达成的所有先前的书面或口头协议。对本《协议》的任何修改必须以书面形式进行，并且必须由“当事双方”签字。</p>
<p>12. Notwithstanding any translation of this Agreement whether or not contemporaneous with the negotiation or execution of this Agreement, the English text of this Agreement shall exclusively control.</p>	<p>尽管在本《协议》的商议或执行期间，或其它时期有本《协议》的翻译版本，本《协议》的正式版本为英语版本。</p>
<p>13. This Agreement shall remain in effect for until the later to occur of (i) three years, or (ii) two years after Fellowes ceases to purchase Fellowes Products from Supplier. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.</p>	<p>本《协议》的有效期为以下两者中较迟的时段：(i) 三年，或(ii) 范罗士停止从供应商处购买“Fellowes产品”后两年。本《协议》可依据单独的副本加以执行，而以此种方式执行和交付的每一份副本均须被视为原件，并且所有副本仅共同构成一份相同的文件。</p>
<p>14. All purchases of products by Fellowes shall be governed by Fellowes Purchase Order Terms and Conditions, which may be accessed at <a href="http://www.fellowes.com/terms">www.fellowes.com/terms</a>.</p>	

**ACCEPTED AND AGREED TO:**

接受并同意:

FELLOWES

范罗士 .

Signature: \_\_\_\_\_

签名:

Print Name: \_\_\_\_\_

姓名

Title: \_\_\_\_\_

职务

Date:

日期

**ACCEPTED AND AGREED TO:**

本协议由以下双方同意并接受:

SUPPLIER NAME: \_\_\_\_\_

公司名称

Signature: \_\_\_\_\_

签名:

Print Name: \_\_\_\_\_

姓名

Title: \_\_\_\_\_

职务

Date:

日期

CHOP:

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