



This is a bilingual Non-disclosure, Non-circumvention and Non-competition (NNN) Agreement template used to do business with Chinese suppliers.

This is not an exhaustive agreement and is only meant to cover the important basics to initiate business. If you have a complex business plan and partnership, please consult a lawyer.

This template works for 90% of Amazon FBA businesses seeking to find and do business with Chinese suppliers.

By requesting this NNN document to be signed by the manufacturer, you increase the following to the potential supplier:

- Credibility
- Professionalism
- Seriousness

A bilingual NNN agreement is a must in order to ensure that your product ideas are protected. In clause #7, the jurisdiction is set to Beijing. In a worst case scenario where something was to happen, you must be able to go to Beijing to present your case. It is much more cost effective to spend \$1,000 on a plane ticket and lawyer in China, then losing a container full of product.

Short checklist for this agreement

- Add your company details and supplier details in the first and last page.
- Make sure that the general manager or upper manager signs or presents their company seal on the document.
- DO NOT accept a NNN document signed by a sales staff or junior employee who holds no responsibility. If that person leaves, you have no case.

To add more clauses or expand on this agreement, please make sure to review it with a lawyer or [contact us for a rate quote](#) of having the edits translated and reviewed with a Chinese lawyer.

[To get instant access to the full NNN agreement, get it at Gorilla ROI.](#)

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Non-disclosure, Non-circumvention and Non-competition Agreement

保密、反规避和非竞争协议

This **NON-DISCLOSURE, NON-CIRCUMVENTION and NON-COMPETITION AGREEMENT (“Agreement”)** is effective as of _____ by and between **COMPANY NAME**, a **YOUR CITY & COUNTRY** based company whose address is **YOUR COMPANY FULL ADDRESS**, individually or collectively, and on behalf of any/all/other affiliated companies, or approved agents and official representatives of the above organizations (“Buyers”);

and _____ (“Manufacturer”), whose address is:

该《保密、反规避和非竞争协议》（“本协议”）于_____生效，由如下当事人订立：
COMPANY NAME，地址是**YOUR COMPANY FULL ADDRESS**，同时代表其所有的任何其他关联公司或其授权代理人 and 法定代表人（“买方”）；
和_____（“制造商”），其地址是_____。

"Manufacturer" includes Manufacturer's Factory, Sister and Family Companies, Employees, Family, Investors, Partner Manufacturers and any related parties.

“制造商”包括制造商工厂，关联公司和家族公司，员工，家庭，投资者，合作伙伴制造商和任何相关方。

1. Purpose (目的)

The Buyer and Manufacturer desire to engage in discussions regarding present and/or potential future business relationships.

买方和制造商希望参与当前和/或潜在的未来业务关系的讨论。

This Agreement combines a non-disclosure, a non-competition, and a non-circumvention agreement.

该协议结合了不披露，不竞争和非规避协议。

The Buyer and Manufacturer intend to engage in detailed discussions and sharing of confidential information regarding certain new and useful business opportunities, and trade secrets.

买方和制造商计划详细讨论并分享有关某些新的有用商业机会和商业机密的机密信息。

In connection with these discussions, it may be necessary and/or desirable for the Buyer to provide the Manufacturer with, or allow access to, proprietary, technical, or business data, and/or other confidential information of the Buyer (collectively the "Confidential Information").

就该讨论，买方可能有必要和/或希望向制造商提供或允许其接触到买方的专有信息，技术信息或业务数据和/或其他机密信息（“机密信息”）。

Therefore, the Manufacturer, individually and on behalf of those they represent, agree that they are under an obligation of confidentiality.

因此，制造商和其代表的任何公司都同意承担义务保密。

The Buyer believes, and the Manufacturer hereby agrees, that the Buyer's Confidential Information has significant commercial value that would be diminished by unauthorized disclosure.

买方和制造商认可买方的机密信息具有重要的商业价值。未经授权的披露将损害该商业价值。

Accordingly, the commitments of confidentiality in this Agreement are a condition to the Manufacturer's willingness to engage in the contemplated business discussions and planning.

因此，本协议中的保密承诺是制造商有意参与预期的业务讨论和计划的条件。

The Manufacturer agrees that it shall not use any advantages derivable from such information in its own business or affairs.

制造商同意不将该保密信息衍生而来的任何便利用于自己的业务或事务。

Each signing party shall be held responsible and liable in case of a breach of this Agreement both in their professional and personal capacity.

无论是专业还是个人身份，如果违反本协议，每个签名人都应承担 responsibility。

2. Confidential Information (机密信息)

Confidential Information shall include, and shall be deemed to include, all information conveyed by the Buyer to the Manufacturer orally, in writing, by demonstration, or by other media.

买方向制造商提供的机密信息包括买方以口头，书面，演示或其他媒体提供的所有信息。

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