

UNILATERAL NON-DISCLOSURE AGREEMENT

单方保密协议

This Unilateral Non-Disclosure Agreement (the “**Agreement**”) is made as of 2026/06/13 (“**Effective Date**”) by and between (“**Mars**”) and (“**Supplier**”), (each, a “**Party**” and collectively, the “**Parties**”).

本单方保密协议（“**协议**”）于 2025 年 6 月 13 日（“**生效日期**”）签署，协议方包括（“**玛氏**”），以及（“**供应商**”）（分别称“**一方**”，统称“**双方**”）。

Business Purpose. Mars would like to engage in discussions with Supplier concerning [2025 Champion Food China import customs clearance service] (the “**Purpose**”). In furtherance of the Purpose, Mars, directly or through a third party on behalf of Mars may, in its sole discretion, make available to Supplier certain Confidential Information that Mars determines to be appropriate for the Purpose, and with respect to such disclosures, the Parties agree as follows:

商业目的。 玛氏希望与供应商就以下问题进行讨论[2025 冠军宠物进口货运代理服务]（“**目的**”）。为促进该目的实现，玛氏可直接或通过代表玛氏的第三方，自行决定向供应商提供玛氏认为适合该目的的某些机密信息，且对于该等披露，双方就下列内容达成一致：

1. **Confidential Information.** “**Confidential Information**” means any confidential and proprietary information including, without limitation, know-how, business, production, financial, and research data, software, methods, discoveries, inventions, business, and marketing plans or strategies, vendor and employee lists, materials and ingredients thereof tangible or intangible and whether owned by Mars, a Mars Affiliate, or under a third party license, as well as the terms of this Agreement which may be observed by or disclosed to Supplier by or on behalf of Mars or its Affiliates directly or indirectly, in any form or format whatsoever, including, without limitation, in tangible form, such as, by way of example only, in writing, in machine readable format, or intangible, whether orally or visually and which: (i) has been marked as confidential; or (ii) which confidential nature has been made known by or on behalf of Mars to Supplier; or (iii) that, due to its nature or method of transmittal or disclosure, a reasonable person under like circumstances would consider to be confidential. “**Affiliate**” means, with respect to Supplier, any present or future parent or subsidiary of Supplier, any entity in which Supplier owns an equity interest of greater than fifty percent (50%), and means, with respect to Mars, any present or future parent or subsidiary of Mars, Incorporated or any entity in which Mars, Incorporated owns an equity interest of greater than fifty percent (50%).

机密信息。 “**机密信息**”指供应商注意到的，或由玛氏及其关联方或其代表直接或间接，以任何形式或格式（包括但不限于有形形式（仅为举例，如书面形式和机读格式）或无形形式（无论口头或直观形式））向供应商披露的任何机密或专有信息，包括但不限于专有知识、产品、财务和研究数据、软件、方法、发现、发明、业务和营销计划或策略、厂商和员工名单、材料和成分，其属于有形还是无形信息、是否由玛氏、玛氏关联方所有，或是否受第三方许可及本协议条款约束均不限），并且：(i) 该等信息已被标记为机密信息；或 (ii) 玛氏或其代表已将该等信息的机密性质告知供应商；或 (iii) 受该等信息传输或披露的性质或方法影响，理性之人在类似情况下将认为其具有机密性。“**关联方**”就供应商而言，指供应商的任何现在或未来母公司或子公司，该等任何实体的百分之五十 (50%) 以上的股权由供应商所有；就玛氏而言，指 Mars, Incorporated 的任何现在或未来母公司或子公司，该等任何实体的百分之五十 (50%) 以上的股权由 Mars, Incorporated 所有。

2. **Exclusions.** Nothing contained in this Agreement in any way restricts or impairs the Supplier’s right to use or disclose any information that: (i) prior to disclosure was already in Supplier’s possession as evidenced by contemporaneous written records which are not themselves confidential and not the subject of a pre-existing duty of confidentiality owed by Supplier to Mars; (ii) at the time of disclosure or thereafter is part of the public domain by any means other than improper disclosure by Supplier or its contractors, consultants, or agents (collectively “**Representatives**”); (iii) is approved for release by written authorization of Mars; (iv) is independently made available to Supplier as a matter of lawful right by a third party who does not have a restriction on use or disclosure or (v) is independently developed by Supplier or its Representatives without breach of this Agreement and without use of, access to, or reliance upon Mars’ Confidential Information as demonstrated by Supplier’s written records.

除外条款。 本协议中的任何内容均不以任何方式限制或损害供应商使用或披露任何以下信息的权利：(i) 同时期的书面记录证明在披露之前已由供应商拥有的信息，且同时期的书面记录证明本身并非机密信息，且对于该等记录，供应商对玛氏不负有既存保密义务；(ii) 在披露时或之后进入公有域的信息，且其进入公有域的方式并非通过供应商或其承包商、顾问或代理人（统称“**代表**”）的不当披露；(iii) 经玛氏书面授权批准发布的信息；(iv) 由不受使用或披露限制的第三方独立提供供给供应商作为合法权利的信息，或 (v) 由供应商或其代表在未违反本协议且未使用、访问或依赖供应商书面记录所证明的玛氏机密信息的情况下独立开发的信息。

3. **Obligations and Duties.** Supplier agrees:

义务和责任。 供应商同意：

- (i) to maintain Confidential Information in confidence, treating Confidential Information with the same degree of care it uses to guard its own Confidential Information of like nature and similar importance (but never less than a reasonable standard of care);
对机密信息保密，以与保护其自身具有相似性质和相似重要性的机密信息相同的谨慎程度对待机密信息（但绝不低于合理的谨慎标准）；

- (ii) to not disclose the Confidential Information to any third party without the express, prior written consent of Mars except that Supplier may provide access to the Confidential Information to those of its Representatives who (a) have a need to know the Confidential Information in furtherance of the Purpose and only if Supplier first (b) notifies those Representatives of their obligations of confidentiality and (c) ensures that such Representatives are bound by a contractual obligation or duty of confidentiality and nondisclosure which includes the obligation to protect third-party Confidential Information that is no less protective of Mars' Confidential Information than this Agreement;
未经玛氏事先明确书面同意，不得向任何第三方披露机密信息，除非供应商可向其代表提供访问机密信息的权限，但前提是 (a) 该等代表需要了解机密信息以促进本协议目的实现，且必须由供应商事先 (b) 向该等代表通知其保密义务，并 (c) 确保该等代表受合同义务或保密义务的约束，该等义务包括保护第三方（此处指玛氏）机密信息的义务，对玛氏机密信息的保护程度不低于本协议规定的程度；
- (iii) to not use the Confidential Information other than in furtherance of the Purpose and to comply with all applicable laws;
除促进本协议目的实现外，不得使用机密信息，且遵守所有适用法律；
- (iv) it is fully responsible and liable for the acts or omissions in violation of the foregoing duties of confidentiality including by anyone to whom it discloses Confidential Information;
对违反上述保密义务的作为或不作为，包括供应商向其披露机密信息的任何人的作为或不作为，供应商应负全部责任；
- (v) nothing shall limit the right of Mars to enter into agreements for purposes similar to the Purpose with any other party; and
任何条款均不得限制玛氏与任何其他方就类似本协议目的达成协议的权利；而且
- (vi) the execution of this Agreement and disclosure of Confidential Information by Mars, if any, shall not be construed, directly or by implication to (a) effect any transfer of ownership in such Confidential Information; (b) to grant any license rights to any intellectual property right recognized in any country; or (c) to grant to Supplier the right to use Mars' or any Mars Affiliate's name, trade names, trademarks, characters, service marks, logos or designs for any purpose without Mars' prior written permission.
玛氏对本协议的签署和对机密信息的披露（如有）不得被以直接或暗示方式解释为 (a) 引起该等机密信息所有权的任何转让；(b) 授予任何国家/地区承认的任何知识产权的任何许可权；(c) 授予供应商在未经玛氏事先书面许可的情况下，出于任何目的使用玛氏或任何玛氏关联方的名称、商号、商标、字符、服务标志、徽标或设计的权利。

4. **Effectiveness.** This Agreement shall govern all communications between the Parties that are made from the Effective Date to the date that is two years from the Effective Date. Notwithstanding the foregoing, Mars may terminate this Agreement upon 30 days' written notice. Regardless of the termination or expiration of this Agreement, Supplier's obligations under this Agreement with respect to Confidential Information shall survive termination or expiration of this Agreement for such period as is permissible under applicable law.

效力。本协议应适用于双方自生效日期起两年内进行的所有通信。尽管有上述规定，玛氏可在提前 30 天发出书面通知后终止本协议。即使本协议终止或期满，供应商在本协议项下关于机密信息的义务仍应在本协议终止或期满后适用法律允许的期限内继续有效。

5. **Ownership and Return.** Any materials or documents incorporating Confidential information which are furnished to the Supplier or its Representatives, and all copies thereof, are and will remain the property of Mars. At Mars' sole option, Supplier shall promptly return to Mars or permanently destroy the Confidential Information, including all copies of and materials or documents incorporating Confidential Information, upon the expiration of the Term or earlier upon Mars' request. If Mars elects for the destruction of the Confidential Information, Supplier shall provide written confirmation of such destruction, provided that Supplier will not be under an obligation to destroy, but will remain obligated to comply with the terms of this Agreement with regard to Confidential Information that is retained under its records retention policy or in electronic information system backups, latent data or metadata.

所有权和返还。提供给供应商或其代表的包含机密信息的任何材料或文件及其所有副本均属于并将继续属于玛氏的财产。根据玛氏的单方选择，供应商应在协议期限届满时或在玛氏要求的更早时间内，立即向玛氏返还或永久销毁机密信息，包括包含机密信息的所有副本和材料或文件。如果玛氏选择销毁机密信息，供应商应提供该等销毁的书面确认，前提是供应商没有销毁的义务，但仍有义务就其记录保留政策下或电子信息系统备份、潜在数据或元数据中保留的机密信息遵守本协议的条款。

6. **Personal Data.** The Parties understand and agree that neither Party intends to disclose any Personal Data to the other under this Agreement. "Personal Data" means any kind of information related to an identified or identifiable natural person recorded electronically or by other means such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of such person excluding information that has been anonymized. For the avoidance of doubt, any Personal Data disclosed in connection with this Agreement shall be treated as Confidential Information.

个人数据。双方理解并同意，任何一方均无意在本协议项下向另一方披露任何个人数据。“个人数据”指以电子方式或其他方式记录的与已识别或可识别自然人有关的任何类型的信息，例如姓名、身份证号码、位置数据、在线标识符或特定于与该等自然人的身体、生理、遗传、精神、经济、文化或社会身份的一种或多种因素，但不包括匿名信息。为避免疑义，根据本协议披露的任何个人数据均应被视为机密信息。

7. **Legally Required Disclosures.** If Supplier receives a request under the authority of a national, regional or local law or regulation purporting to require disclosure of all or part of the Confidential Information, or if in the reasonable opinion of Supplier's legal advisor disclosure is required by a right protected by statute, unless prohibited by applicable law, Supplier shall promptly notify Mars of such request in order to afford Mars the opportunity to take such action as it deems appropriate prior to Supplier making such disclosure. Thereupon, Supplier may only disclose such Confidential Information as required by applicable law, rule, or regulation and then only to an authorized person, entity, or agency under confidentiality restrictions as and to the extent permitted by law or regulation.

法律要求的披露。如果供应商收到国家、地区或地方法律或法规授权下要求披露全部或部分机密信息的要求，或供应商的法律顾问合理认为受法律保护的权利要求披露该等机密信息，除非适用法律禁止，否则供应商应立即向玛氏告知该等要求，以便在供应商作出该等披露之前，玛氏有机会采取其认为适当的该等行动。因此，供应仅可根据适用法律、规则或法规的要求披露该等机密信息，且仅可在法律或法规允许的范围内披露给受保密限制的获授权人士、实体或机构。

8. **No Warranties.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND MARS MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

无保证。所有机密信息均“按原样”提供，玛氏对其准确性、完整性或性能不作任何明示、默示或其他形式的保证。

9. **Notices.** All notices required under this Agreement must be in writing by means capable of recording delivery and will be deemed to have been duly given on the earlier of actual receipt or (a) time of delivery, if delivered by registered mail or express courier service during the normal business hours of the recipient; or (b) time of sending, if transmitted by written telecommunication (subject to confirmation of receipt in complete legible form) during normal business hours of the recipient; and in each case addressed as set forth below:

通知。需根据本协议发出的所有通知必须书面出具并以挂号邮寄方式寄出，并应在实际收到或以下日期（以较早者为准）视为正式送达：(a) 在收件方的正常营业时间内，通过挂号信或其他快递服务投递的，以投递时间为准；或 (b) 在收件方的正常营业时间内通过书面电信方式传输（以完整清晰的确认回执为准）的，以发送时间为准；每种情况下都应使用如下联系信息：

If to Mars:

如收件方为玛氏：

Attention: Commercial Department

收件人：商务部

Email: lu.xu.1@effem.com

If to Supplier:

如收件方为供应商：

Email:

With a copy to: Signed and delivered by the duly authorized representatives of the Parties as of the Effective Date

随附一份副本：正式授权代表于生效日期签署并交付

10. **Amendment.** All additions or modifications to this Agreement must be made in writing and must be executed by authorized representatives of both Parties.

修订。对本协议的所有补充或修改必须以书面形式作出，且必须由双方授权的代表签署。

11. **No Waiver.** Any waiver of any right or default in exercising a right by either Party hereunder shall be effective only if made in writing.

无弃权。任何一方在本协议项下放弃任何权利或不履行权利的行为，仅在以书面形式表示放弃时方有效力。

12. **Assignment.** Supplier may not assign this Agreement unless it has obtained the prior written consent of Mars. Any purported assignment not in accordance with this Section is null and void.

转让。除非事先获得玛氏的书面同意，否则供应商不得转让本协议。任何不符合本节规定的所谓转让均无效。

13. **Choice of Law.** The validity, interpretation and performance of this Agreement shall be governed by the substantive laws of the People's Republic of China (only for the purpose of this NDA, the Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan district are excluded), and excluding its conflict of law rules.

法律选择。本协议的效力、解释和履行均受中华人民共和国实体法管辖（仅就本 NDA 的目的而言，香港特别行政区、澳门特别行政区和台湾地区除外），不考虑其法律冲突规则。

14. **Remedies.** Supplier agrees that a breach of any of its promises or agreements contained herein may result in irreparable injury to Mars for which there may be no adequate remedy at law, and Mars shall be entitled to apply for equitable relief; provided, however, that such remedies shall not be deemed to be the exclusive remedies. Supplier shall promptly notify Mars of any unauthorized use or disclosure of Confidential Information of which it becomes aware, provide to Mars all information of which it is aware of regarding such breach, and take, at its expense, all steps necessary to recover Mars' Confidential Information and to prevent its subsequent unauthorized use or disclosure.

救济措施。供应商同意，违反本协议中所包含的供应商的任何承诺或协议可能会对玛氏造成无法弥补的伤害，而在该等情况下可能没有足够的法律救济，因此，玛氏有权申请衡平法救济；但前提是该等救济不应被视为排他性救济。供应商应立即向玛氏告知其所知晓的任何未经授权使用或披露机密信息的情况、向玛氏公司提供其所知晓的有关该等违约的所有信息，并自费采取一切必要措施来恢复玛氏的机密信息及防止其后续被未经授权使用或披露。

15. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability and the remaining provisions shall continue in full force and effect.

可分割性。如果本协议的任何条款被认定为无效或不可执行，则该等条款在该等无效或不可执行的范围内无效，而其余条款应继续完全有效。

16. **Entire Agreement.** This Agreement sets forth the entire understanding and exclusive agreement of the Parties with respect to the Purpose and supersedes all prior and contemporaneous oral or written discussions, representations, and understandings.

完整协议。本协议规定了双方就本协议目的达成的完整理解和排他性协议，并取代双方之前和同期的所有口头或书面讨论、陈述和理解。

17. **Counterparts; Execution by Electronic Means.** This Agreement may be executed in two or more counterparts, either by original signature, facsimile or other electronic means, each of which is deemed an original, but all of which together constitutes one and the same Agreement.

副本；通过电子方式签署。本协议可通过原始签名、传真或其他电子方式签署两份或多份副本，每一份副本均被视为原件，但所有副本共同构成同一份协议。

[SIGNATURES ON FOLLOWING PAGE]

[签名见下页]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date first written above.

特此证明，双方已于文首所载日期通过各自正式授权的代表签署本协议。

(供应商加盖公章处)

Signature By Supplier / 供应商签名

Typed Name / 正楷签名

Title / 职务