



## CONFIDENTIALITY AGREEMENT 保密协议

This Confidentiality Agreement is made on 19<sup>th</sup> day of October, 2016.

本保密协议於 2016 年 10 月 19 日由下列双方签署

Between

- (1) Gubelin Limited, a company incorporated under the laws of Hong Kong having its business address situated at Room 3405 – 3406, Gloucester Tower, The Landmark, 15 Queen’s Road Central, Hong Kong (“Gübelin Academy”); and  
Gubelin Limited 是一间依据香港法例成立的公司，其办公地址位於香港皇后大道中 15 号置地广场告罗士打大厦 3405-3406 室〔下称 “Gübelin Academy”〕；及
- (2) The person whose particulars are more particularly set out in the Schedule hereof (“Receiving Party”)  
於本协议附表列出的人仕，有关该人仕的资料详情於本协议附表列出〔下称 “接受方”〕

### Whereas:

鑑於：

- (A) The Receiving Party is an employee or student of 银库珠宝鉴定培训（珠海）有限公司 or its associate or subsidiary company (hereby known collectively as “CGG”).  
接受方是银库珠宝鉴定培训（珠海）有限公司或其联系或附属公司的雇员或其学员〔统称为 “CGG”〕。
- (B) By an agreement made between Gübelin Academy and CGG, Gübelin Academy agreed to provide course, Coloured Gem Professional level 1, to CGG’s staff and students (“Courses”) on terms and conditions therein mentioned.  
根据一份由 Gübelin Academy 及 CGG 签署的协议书，Gübelin Academy 同意按照该协议书的条件及条款向 CGG 的职员及学员提供专业彩色宝石初级课程〔“课程”〕。
- (C) Gübelin Academy has prepared certain course materials for the Courses (“Course Materials”).  
Gübelin Academy 已针对课程准备了某些课程教材〔下称 “课程教材”〕。
- (D) CGG has arranged the Receiving Party to attend the Course(s).  
CGG 已安排了接受方出席课程
- (E) In consideration of Gübelin Academy providing the Course Materials to the Receiving Party at his/her request, the Receiving Party enters this Confidentiality Agreement with Gübelin Academy.  
基於 Gübelin Academy 应接受方的请求向接受方提供课程教材，接受方与 Gübelin Academy 现签署本保密协议。

**NOW IT IS AGREED** as follows:

本协议双方兹同意下列条件及条款：

- (1) The copyright and all proprietary interest or information in respect of the Course Materials (“Proprietary Information”) belongs to Gübelin Academy exclusively.  
有关课程教材的版权及所有权益或资料〔下称“专利资料”〕属 Gübelin Academy 独家拥有。
- (2) The Receiving Party undertakes with Gübelin Academy that the Course Materials provided by Gübelin Academy shall be limited for the Receiving Party’s own use or reference only and the Receiving Party will keep the Course Materials and Proprietary Information confidential and use the highest standard of care in protecting them.  
接受方向 Gübelin Academy 承诺由 Gübelin Academy 提供的课程教材限於只供接受方本身使用或参考，接受方须将课程教材及专利资料保持机密及使用最高谨慎标准来保护它。
- (3) The Receiving Party will not at any time divulge or allow to be divulged, reproduce or publish (directly or indirectly) the Course Materials or any part thereof or any of the Proprietary Information and will not use the Course Materials for training purposes. Provided that nothing in this clause shall prevent the Receiving Party from using or applying the knowledge obtained from the Courses and the Course Materials while carrying out their professional duties of gemmological sales to and/or sales consultations with the customers. This obligation continues whether or not the Receiving Party is a staff or student of CGG.  
接受方将不可於任何时间〔直接地或间接地〕洩露或容许洩露、複印或出版课程教材或其任何部份或任何专利资料及将不可用课程教材用作培训用途；但本条款并不妨碍接受方在履行其向顾客销售宝石及/或向顾客提供销售谘询的专业责任时使用或引用从课程及课程教材中所获得的知识。无论接受方是 CGG 的职员及学员与否，接受方仍须遵守及履行此责任。
- (4) The Receiving Party acknowledges and confirms that the terms herein are fair and reasonable and his/her full, uninhibited and faithful observance of the covenants in this Agreement will not cause the Receiving Party any undue hardship, financial or otherwise.  
接受方承认及确认本协议所载的条款属公平及合理及在接受方全面、不受约束及忠诚地履行本协议的契诺时将不会对接受方造成任何在财务或在其他方面的过度的困苦。
- (5) The Receiving Party shall indemnify Gübelin Academy of any damages, costs, losses and expenses including legal costs and fees as a result of his/her breach of any provision of this Agreement.  
接受方必须向 Gübelin Academy 因其违反本协议任何条款而导致 Gübelin Academy 蒙受的任何损害、诉讼费、损失及支出(包括律师费)作出弥偿。
- (6) In case of discrepancies between the Chinese and English version, the English version shall prevail.  
如本协议的中文及英文的版本出现差异时，必须以英文的版本为準。



Schedule 附表

Particulars of the Receiving Party 接受方的详细个人资料

Name 姓名 : \_\_\_\_\_  
ID card number 身份证号码 : \_\_\_\_\_ (国籍: \_\_\_\_\_)  
Business Address 办公地址 : \_\_\_\_\_  
\_\_\_\_\_

Signed on the date above mentioned 於文首所载日期签署

**Gübelin Academy**

**Receiving Party 接受方**

By: _____	By: _____
签署	签署
Name: _____	Name: _____
姓名	姓名
Title: _____	Title in CGG: _____
职衔	於银库珠宝鉴定培训（珠海）有限公司职衔