

保密协议

Non-Disclosure Agreement

本保密协议（“协议”）于[2022]年[03]月[07]日（“生效日”）由[劳士领汽车配件（昆山）有限公司]（“劳士领”），一家根据中国法律设立的公司，其法定住址在[中华人民共和国江苏省昆山市玉山镇山淞路 18 号]，与 []（“ ”），一家根据中国法律设立的公司，其法定住址在[]，缔结并生效。

This Non-Disclosure Agreement (“Agreement”) is made and entered into effective as of the date of [March 07 2022] (“Effective Date”), by and between **Röchling Automotive Parts (Kunshan) Co., Ltd. (“Röchling”)**, a company established under the law of PRC, with its registered address at [No. 18 Shansong Road, Kunshan New & Hi Tech Industrial Development Zone, Jiangsu Province, P.R.China], and [] (“ ”), a company established under the law of PRC, with its registered address at [] .

鉴于，双方希望进行商业合作，与此相关的，披露方需要向接收方披露某些保密信息；而双方在本协议项下互为披露方及接收方。

Whereas, the parties desire to engage in business cooperation and in connection therewith, the Disclosing Party needs to disclose to the Recipient certain Confidential Information. The parties are Disclosing Party and Receiving Party to each other under this agreement.

现，因此，双方在此达成如下协议：

Now therefore, the parties hereby agree as follows:

第一条 定义

ARTICLE I: DEFINITIONS

1.1 “披露方”应指因合作需要而向接收方披露保密信息的一方，并包括控制该方、受该方控制，以及与该方被其他方所共同控制的任何公司、合伙组织或其他实体。

“Disclosing Party” shall mean the party that discloses confidential information to the Receiving Party for the purpose of cooperation including any company, partnership or other entity that controls the disclosing party, is under the control of the disclosing party, and is jointly controlled by another party with Disclosing Party.

1.2 “控制”是指无论是通过拥有表决股份、契约或其他方式直接或间接拥有此实体 50%（百分之五十）以上的表决股份、注册资本或其他权益，或拥有任命经理或管理层、董事会或同等决策机构多数成员的权力。

“Control” shall mean direct or indirect ownership of more than 50% (fifty percent) of the voting stock, registered capital or other interest of that entity, whether through the ownership of voting securities, by contract or otherwise, or the power to appoint the manager or majority of members of the management, board of directors or equivalent decision-making body.

1.3 “接收方”应指因合作需要而从披露方接收保密信息的一方，并包括控制该方、受该方控制，以及与该方被其他方所共同控制的任何公司、合伙组织或其他实体。

“Recipient” shall mean a party that receives confidential information from the Disclosing Party for the purpose of cooperation including any company, partnership or other entity that controls the Receiving Party, is under the control of the Receiving Party, and is jointly controlled by another party with Receiving Party.

1.4 “保密信息”应指披露方的任何和所有口头的、书面的、图像的或电子形式的信息（包括但不限于任何理念、发现、调查、数据、说明、程序、技术、专有技术、发明、设计、设计图、图纸、草图、产品图解、文件、手册、报告、研究、图片、样品、规划、客户名单、价目表、产品描述、商业计划、营销计划、财务信息或进行中的工作），无论是已经披露的、或将来待披露的信息。

“Confidential Information” shall mean any and all information of the Disclosing Party (including, without limitation any idea, finding, research, data, specification, process, technique, know-how, invention, design, plan, drawing, sketch, product schematic, document, manual, report, study, photograph, sample, program, customer list, price list, product description, business plan, marking plan, financial information, or work in process), where such information is in oral, written, graphic or electronic form, provided that such information is received on or after the Effective Date.

1.5 “顾问”应指一方的律师、会计。

当劳士领作为披露方或接收方时，披露方或接收方包括但不限于劳士领集团的任何公司、合伙组织或其它经营实体，包括劳士领汽车配件（昆山）有限公司、Röchling Automotive SE & Co.KG.、以及在全球范围内受 Röchling Automotive SE & Co.KG.控制的公司、合伙组织或其它经营实体。

“Advisors” shall mean a party’s attorneys and accountants.

When Röchling is the Disclosing Party or Recipient, the Disclosing Party or Recipient includes, but not limited to, any company, partnership or other operating entity of the Röchling Group, including Röchling Automotive Parts (Kunshan) Co., Ltd., Röchling Automotive SE & Co.KG. and companies, partnerships or other business entities controlled by Röchling Automotive SE & Co.KG. worldwide.

第二条：保密

ARTICLE II CONFIDENTIALITY

2.1 接收方应当严格保守保密信息，同样严格地防止此类信息的泄露（不低于处于同样条件下的一个理性人的注意程度）。在任何情形下，接收方都应当：

The Recipient shall treat Confidential Information as strictly confidential, and shall use

the same care to prevent the disclosure of such information (which shall be no less than the care a reasonable person would use under similar circumstances). In any event, the Recipient shall:

- (A) 只向其雇员和顾问披露此类保密信息，如果（1）这些人员的职责使其有正当的需要得知此类信息，并且（2）他们已被明确告知有义务维持此类信息作为机密、专利和/或商业秘密的状态；

disclose such Confidential Information to only those employees and Advisors of or to such party (1) whose duties justify their need to know such information and (2) who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information;

- (B) 只向其雇员和顾问披露其接收此类保密信息的事实，如果（1）这些人员的职责使其有正当的需要得知此类信息，并且（2）他们已被明确告知有义务维持此类信息作为机密、专利和/或商业秘密的状态；

disclose the fact that it has received such Confidential Information to only those employees and Advisors of or to such party (1) whose duties justify their need to know such information and (2) who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information;

- (C) 未经披露方书面许可，不得向任何第三方披露此类保密信息；向第三方披露获取的保密信息应当取得披露方的书面同意，并且应当与第三方签订单独的保密协议；

not disclose such Confidential Information to any third party without the written authorization of the Disclosing Party; The dissemination of Confidential Information to third parties shall require the written consent of the Disclosing Party and entering into a respective non-disclosure agreement with the third party.

- (D) 仅将此类保密信息运用于双方之间的合作中，不得为己方之目的利用、分析保密信息，或在保密信息的基础上开发、进一步开发或申请知识产权。

use such Confidential Information solely for collaboration between the parties, not to exploit or analyze such Confidential Information for its own purposes, or – on the basis of the Confidential Information – develop, further develop or apply for intellectual rights.

2.2 一旦披露方要求，接收方应当立即（1）将所有从披露方取得的保密信息归还披露方，包括但不限于接收方或其任何雇员或顾问制作的所有复本，并且（2）销毁所有接收方或其任何雇员或顾问准备的包含或基于此类保密信息的材料，并且（3）向披露方书面保证已遵守本第二条项下的规定。

The Recipient shall, immediately upon the request of the Disclosing Party, (1) return to the Disclosing Party all Confidential Information received from the Disclosing Party, including all copies thereof made by the Recipient or any of its Affiliates or Advisors, and (2) destroy all materials incorporating or based on such Confidential Information which were prepared by the Recipient or any of its Affiliates or Advisors, and (3) certify to the

Disclosing Party in writing it has complied with the provision of this Article 2.

第三条：期限

ARTICLE III: TERM

3.1 本协议应于生效日起生效，直到任一披露方向接收方提前六十（60）天发出解除合同的书面通知得以解除。

This Agreement shall become effective as of the Effective Date and shall remain in effect until terminated by the any Disclosing Party giving **[sixty (60)]** days' prior written notice of termination to the Recipient.

3.2 无论本协议由于何种原因被终止或解除，接收方在本协议项下的义务应一直持续到本协议终止或解除之日起十年。

Upon any termination or revocation of this Agreement for any reason, the Recipient's obligations hereunder shall continue for a period of ten years after the date of such termination or revocation.

第四条：权利和救济

ARTICLE IV: RIGHTS AND REMEDIES

4.1 接收方在此同意金钱补偿不足以弥补其对本协议的违反，除了此类补偿以外，披露方有权要求履行特定的行为以及禁止特定的行为或其他相当的违约救济。若披露方为执行本协议条款而提起诉讼，其有权就其合理的律师费和成本取得偿付。

The Recipient hereto agrees that money damages would not be a sufficient remedy for any of its breach of this Agreement, and that in addition to all such remedies, the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach. In the event any suit is brought by the Disclosing Party to enforce the terms of this Agreement, it shall be entitled to the payment of its reasonable attorney's fees and costs.

4.2 双方在此同意，金钱赔偿至少应当相当于披露方由于接收方的违约或违约的威胁所导致的直接损失。

The parties hereto agree that, the money damages shall be at least equal to the direct loss leading to the Disclosing Party resulting from the Recipient's breach or threatened breach of this Agreement.

第五条：适用的法律和争端解决

ARTICLE V: GOVERNING LAW AND SETTLEMENT OF DISPUTE

本协议应依照中华人民共和国法律管辖、解释和执行。由本协议引起的或与本协议有关的任何争议，若双方协商不成，应起诉至劳士领汽车配件（昆山）有限公司所在地的人民法院。

This Agreement shall be governed by and construed and enforced in accordance with

the laws of People's Republic of China. Any dispute arising out of or in connection with this Agreement that cannot be settled through the consultation of the parties shall be submitted to the competent People's Court where Röchling Automotive Parts (Kunshan) Co., Ltd. is located for litigation.

第六条：其他

ARTICLE VI : MISCELLANEOUS

6.1 所有依照本合同所做的通知和其他通信应当以书面形式（例如，电子邮件或挂号信件）送达至本协议中所列的当事方地址（或一方经同样的通知所指定的其他地址）。

All notices and other communications given or made pursuant hereto shall be in writing (for example, email or registered mail) and shall be sent to the parties at the address set forth in this Agreement (or at such other address for a Party as shall be specified by like notice).

6.2 对本协议的任何修改、修订、补充或其他改变必须为书面形式，并经双方签署。

Any modification, amendment, supplement, or other change to this Agreement must be in writing and signed by both parties.

6.3 所有保密信息仍属于披露方所有，本协议的任何内容都不应被解释为同意或准许任何保密信息的任何权利的许可。

All Confidential Information shall remain the property of the Disclosing Party, and nothing contained in this Agreement shall be construed as granting or conferring any rights by license in any Confidential Information.

6.4 披露方不应被视为就披露的保密信息做出了任何声明、担保、确保、保证，包括但不限于任何对适销性、对特定目的的适用性或不侵犯第三方知识产权或其他权利的声明。

The Disclosing Party shall not be deemed to make any representation, warranty, assurance or guarantee with respect to any Confidential Information disclosed hereunder, including without limitation any representation of warranty of merchantability, fitness for any particular purpose, or non-infringement of intellectual property or other rights of other rights of third parties.

6.5 若本协议项下任何条款或其他规定无效或非法，本协议所有其他条款和规定仍完全有效。若任何条款或其他规定被认定无效或非法，双方应通过友好协商修改本协议，以尽可能确切地实现双方的本意。

If any term or other provision of this Agreement is invalid or illegal, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid or illegal, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible.

6.6 本协议中英文版本具有同等效力，如有任何不一致之处，则以中文版本为准。

This Agreement shall be executed in equally authentic Chinese and English versions;

and the Chinese version shall prevail in case of any conflicts.

6.7 本协议一式两份，双方各执一份。

This agreement shall be made in duplicate, and each party shall hold one set.

本协议已经双方于前书日期签署生效，以昭信守。

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed as of the date first written above.

劳士领汽车配件（昆山）有限公司

[]

签名 1:

签名:

签名 2:

职务:

联系人:

联系人:

联系方式:

联系方式:

日期:

日期:

Röchling Automotive Parts (Kunshan)
Co., Ltd.

[]

SIGNATURE:

SIGNATURE:

SIGNATURE:

TITLE:

Contact Person:

Contact Person:

Contact No.:

Contact No.:

DATE:

DATE: