

NON-DISCLOSURE AGREEMENT

保密协议

Revision: 2024-10-23

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This Non-Disclosure Agreement (“Agreement”) is made and entered into (“生效日”) by effective as of the date of [Enter Date] (“Effective Date”), by and between

Röchling Automotive Parts (Kunshan) Co., Ltd.
劳士领汽车配件（昆山）有限公司
No. 18 Shansong Road
Kunshan New & Hi Tech Industrial Development Zone, Jiangsu Province
P.R.China
中华人民共和国江苏省昆山市玉山镇山淞路18号

– hereinafter referred to as “Röchling” – a (“劳士领”) 一家根据中国法律设立的公司 established under the law of PRC 司，其法定住址在，与 and

[Supplier Legal Name]
[Street Name & Number]
[Postcode & City]
[Country]

– hereinafter referred to as “[Enter Supplier Name]” 一家根据中国法律设立的公司，缔结并生效。

Now therefore, the parties hereby agree as follows: **现，因此**，双方在此达成如下协议：

1 Definitions

1.01 “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.

1.02 “Control” shall mean direct or indirect ownership of more than 50% (fifty percent) of the voting stock, registered

1 定义

1.01 “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。

1.02 “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

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.

- 1.03 “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.
- 1.04 “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.
- 1.05 “Advisors” shall mean a party’s attorneys and accountants.
- 1.06 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. and companies, partnerships or other business entities controlled by Röchling Automotive SE. worldwide.
- 1.07 When [Enter Party] is the Disclosing Party or the Receiving Party, the Disclosing Party or the Receiving Party includes but not limited to [Enter Party].
- 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。
- 1.03 “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。
- 1.04 “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。
- 1.05 “顾问”应指一方的律师、会计。
- 1.06 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.、以及在全球范围内受Röchling Automotive SE.控制的公司、合伙组织或其它经营实体。
- 1.07 当[Enter Party]作为披露方或接收方时，披露方或接收方包括但不限于[Enter Party]。

2 Confidentiality

2.01 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:

- (i) 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;
- (ii) 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;
- (iii) 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.
- (iv) use such Confidential Information solely for collaboration between the parties, not to exploit or analyze such Confidential

2 保密

2.01 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：

- (i) 只向其雇员和顾问披露此类保密信息，如果（1）这些人员的职责使得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；
- (ii) 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）这些人员的职责使得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；
- (iii) 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；
- (iv) 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

Information for its own purposes, or – on the basis of the Confidential Information – develop, further develop or apply for intellectual rights.

- (v) Limit its evaluation and analysis of the prototypes, samples and specimens to the extent necessary for the purposes of the cooperation and shall neither analyze or reconstruct the samples and specimens in whole or in part nor have them analyzed or reconstructed by third parties in whole or in part, nor determine their properties or chemical composition (reverse engineering). All results of reverse engineering shall be forwarded to the disclosing Party without undue delay and shall otherwise be kept secret and not to be used.

2.02 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.

3 Term

3.01 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.

的基础上开发、进一步开发或申请知识产权。

- (v) 将其对原型、样品和标本的评估和分析限制在合作目的所必需的范围內，不得对样品和标本的全部或部分进行分析或重建，也不得让第三方对其进行全部或部分分析或重建，也不得确定其性质或化学成分（“逆向工程”）。接收方应将所有逆向工程的结果毫无延迟地转交给披露方，且应保密并不得使用。

2.02 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。

3 期限

3.01 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。

- 3.02 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.
- 3.02 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。

4 Rights and Remedies

4 权利和救济

- 4.01 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.
- 4.01 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。
- 4.02 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.
- 4.02 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。

5 Governing Law and Settlement of Dispute

5 适用的法律和争端解决

- 5.01 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.
- 5.01 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。

6 Miscellaneous

- 6.01 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).
- 6.02 Any modification, amendment, supplement, or other change to this Agreement must be in writing and signed by both parties.
- 6.03 The confidentiality obligations shall apply equally to information containing protectable inventions not yet registered for an intellectual property right. Disclosing Party retains ownership of the information it discloses. Except for the limited right to use information within the scope of the project, the signing of this agreement or the disclosure of information under this agreement does not grant, neither expressly nor implicitly, any rights of use or exploitation to this information (in particular to know-how, patents, copyrights or other industrial property rights applied for or granted thereon). Rather, the Disclosing Party reserves all rights thereto. The receiving Party must not apply for patents or other industrial property rights; it may also not exploit Confidential Information in any way whatsoever without the written consent of the Disclosing Party.
- 6.04 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 其他

- 6.01 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）。
- 6.02 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。
- 6.03 保密义务同样适用于包含尚未登记为知识产权的保密信息。披露方对其披露的保密信息享有所有权。除了在合作范围内有限的使用保密信息的权利外，本协议的签署或本协议项下的信息披露并不明确或隐含地向接收方授予对该信息的任何使用或利用权利（特别是对专有技术、专利、版权或其他知识产权的申请权利和授权许可）。相反，披露方享有该等保密信息的所有权利。接受方不得就保密信息申请专利或其他知识产权。未经披露方书面同意，不得以任何方式利用保密信息。
- 6.04 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。

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|------|---|------|--|
| 6.05 | 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. | 6.05 | 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。 |
| 6.06 | This Agreement shall be executed in equally authentic Chinese and English versions; and the Chinese version shall prevail in case of any conflicts. | 6.06 | 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。 |
| 6.07 | This agreement shall be made in duplicate, and each party shall hold one set. | 6.07 | 本协议一式两份，双方各执一份。 |

Signature Page

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed as of the date first written above. 本协议已经双方于前书日期签署生效，以昭信守。

Party 1	
Röchling Automotive Parts (Kunshan) Co., Ltd. Company 公司	Röchling Automotive Parts (Kunshan) Co., Ltd. Company 公司
<u>[Place & Date]</u> Place & Date 场所&日期	<u>[Place & Date]</u> Place & Date 场所&日期
<u>[Position]</u> Position 职位	<u>[Position]</u> Position 职位
<u>[Name in Block Letters]</u> Name in Block Letters 名字 (印刷体)	<u>[Name in Block Letters]</u> Name in Block Letters 名字 (印刷体)
_____ Authorized Signatory 1 授权签字人1	_____ Authorized Signatory 2 授权签字人2

Party 2	
<u>[Supplier Legal Name]</u> Company 公司	<u>[Supplier Legal Name]</u> Company 公司
<u>[Place & Date]</u> Place & Date 场所&日期	<u>[Place & Date]</u> Place & Date 场所&日期
<u>[Position]</u> Position 职位	<u>[Position]</u> Position 职位
<u>[Name in Block Letters]</u> Name in Block Letters 名字 (印刷体)	<u>[Name in Block Letters]</u> Name in Block Letters 名字 (印刷体)
_____ Authorized Signatory 1 授权签字人1	_____ Authorized Signatory 2 授权签字人2